



**TOWN OF BOWLING GREEN
TOWN COUNCIL MEETING**

A G E N D A

**Thursday, February 04, 2021
7:00 PM**

CALL TO ORDER AND QUORUM ESTABLISHED:

- [1.](#) Proclamation

PUBLIC HEARINGS:

- [2.](#) R-2021-001 – Exemption from Utility Disconnection Moratorium
- [3.](#) O-2021-001 – Ordinance updating 301 Tax District Parcels

DELEGATIONS:

- [4.](#) Sean Brushett – Atlantic Broadband

PUBLIC COMMENTS:

STAFF REPORTS & PRESENTATIONS:

- [5.](#) Police Department Monthly Report to Council - January 2021
- [6.](#) Public Works/Utilities Monthly Report to Council - January 2021
- [7.](#) Events & Economic Development Coordinator Monthly Report to Council - January 2021
- [8.](#) Town Clerk/Treasurer/Town Manager Monthly Report to Council - January 2021

CONSENT AGENDA:

- [9.](#) Bills - January 2021
- [10.](#) Schedule Public Hearing - ZP-2021-002
- [11.](#) Solid Waste Collection – Request for Bid
- [12.](#) Utility Relief Funds Memorandum of Understanding

UNFINISHED BUSINESS:

- [13.](#) Reschedule Work Session for Proposed Admin Restructure

NEW BUSINESS:

- [14.](#) Adopt Police Policies
- [15.](#) Caroline County Surface Water Initiative
- [16.](#) Caroline County Emergency Utility Repair Mutual Aid Agreement

REPORT OF COUNCIL COMMITTEES/MEMBER COMMENTS:

[17.](#) Speeding on Maury Ave. and Main St.

INFORMATIONAL ITEMS:

ADJOURNMENT



**TOWN OF BOWLING GREEN
TOWN COUNCIL MEETING
AGENDA ITEM REPORT**

AGENDA ITEM: Proclamation
ITEM TYPE: Presentation
PURPOSE OF ITEM: Recognition by Mayor
PRESENTER: Hon. Mark Gaines, Mayor
PHONE: (804) 633-6212

BACKGROUND / SUMMARY:

Proclamation by Mayor recognizing the outstanding efforts of volunteer's responsible for organizing holiday festivities.

ATTACHMENTS:

None.

REQUESTED ACTION:

None.



TOWN OF BOWLING GREEN TOWN COUNCIL MEETING AGENDA ITEM REPORT

AGENDA ITEM: R-2021-001 – Exemption from Utility Disconnection Moratorium

ITEM TYPE: Action Item

PURPOSE OF ITEM: Decision - By Motion

PRESENTER: Melissa Lewis, towntreasurer@townofbowlinggreen.com

PHONE: (804) 633-6212

BACKGROUND / SUMMARY:

In December the Virginia General Assembly passed a bill putting in place a moratorium for utility disconnections due to non-payment. Staff is seeking and exemption from the moratorium so that disconnections for non-payment can resume.

As of January 28th approximately 8% of the revenue for utility bills for active customers were 60+ days overdue, which equates to 1.3% of the total annual revenue. The next bill is due Friday February 5th. If the trend continues and 8% of the revenue for that billing cycle also goes uncollected the total uncollected will become 2.6%

The earliest disconnects can be re-instated is February 15th. More than 40 applications have been directly mailed to customers that qualify for a portion of the \$4,154 the Town received in Cares Act Utility Relief Grant Funds; applications are due by COB on February 12th. Customers that submit applications would not be disconnected until all application are reviewed and funds are applied to qualifying customers. Notice would be given to customers prior to disconnect.

Disconnecting customers is a last-ditch effort to collect payment and can be used as a tool to communicate with customers that are ignoring phone calls and mailed notices. Staff's goal is to offer payment plans for customers that have fallen behind. Payment plans between 6 and 24 months can be arranged. Customers that have arranged payment plans would not be disconnected unless they missed payment arrangement due dates.

ATTACHMENTS:

- Public Notice that ran in FLS
- R-2021-001
- Financial Impact Summary
- Delinquency list

REQUESTED ACTION:

Motion to adopt R-2021-001 - exemption from utility disconnect moratorium

**TOWN OF BOWLING GREEN
NOTICE OF PUBLIC HEARING
PROPOSED EXEMPTION
FROM UTILITY DISCONNECTION MORATORIUM**

The Bowling Green Town Council will hold a public hearing on February 4, 2021, beginning at 7:00 p.m. at the Bowling Green Town Hall, 117 Butler Street, Bowling Green, VA 22427, to consider adopting a resolution to exercise an exemption from the utility disconnection moratorium as allowed under state law. The Appropriation Act, adopted by the Virginia General Assembly during its 2020 Special Session-I, established specific procedures and requirements for utility services including provisions that placed a moratorium on water and sewer disconnections. Utility providers may choose to exempt themselves from the disconnection moratorium provided the utility's accounts receivable arrearages exceed 1% of its annual revenue. The accounts receivable of Bowling Green's Public Utilities currently exceed 1% of its annual operating revenue. The utility's sole source of revenue for operating expenses is from charges for services provided, based on rates necessary to recover the full cost of operations. With the implementation of the state moratorium on disconnections, a significant number of accounts have accumulated increasingly overdue balances in amounts that customers may find difficult to manage without a reasonable repayment plan. To avoid falling further behind and overdue balances becoming more burdensome, payments must begin without further delay. The Town of Bowling Green employs the industry-standard collection process for unpaid bills, which includes the disconnection of water services in appropriate cases. Any persons desiring to be heard in favor of or in opposition to the above are hereby invited to be present at the public hearing. A copy of the proposed resolution and a written analysis from accounting records demonstrating that accounts receivable arrearages exceed one percent of annual operating revenues, are on file at the Bowling Green Town Hall, 117 Butler Street, Bowling Green, Virginia 22427, and on the Town's website at www.townofbowlinggreen.com.

**RESOLUTION VERIFYING AND APPROVING UTILITY ACCOUNTS RECEIVABLE
ARREARAGES ARE IN EXCESS OF ONE PERCENT OF ANNUAL OPERATING
REVENUES**

WHEREAS, during the 2020 Special Session I (Appropriation Act Amendments, Item 4-14) the Virginia General Assembly approved specific procedures and requirements for utility service applicable in the coronavirus-related declared state of emergency, including provisions related to customer assistance grants, utility shutoffs for nonpayment, and customer utility debt repayment plans; and

WHEREAS, the Town of Bowling Green is well-positioned to implement these new procedures and requirements because the Town has always worked to assist customers in a fiscally responsible manner to pay utility bills with flexible repayment plans where appropriate; and

WHEREAS, the Utility's only source of revenue is from charges for services provided, which are generally based on rates necessary to recover the full cost of operations without reserve for forgiveness of payment due for such services; and

WHEREAS, the Utility employs industry-standard collection process for unpaid bills including disconnection of water service in appropriate cases, which historically has proven effective in minimizing losses; and

WHEREAS, the Utility self-imposed a moratorium on disconnection of water service for unpaid bills in response to the coronavirus pandemic and offer customers the opportunity to enter into reasonable repayment plans; and

WHEREAS, during the disconnection moratorium period to date, customers generally have not availed themselves of repayment plan opportunities and instead have accumulated increasing debt; and

WHEREAS, a significant number of accounts have increasing overdue balances such that customers may find their repayment responsibility difficult to manage without undertaking an effort now to begin paying down balances over time through a reasonable repayment plan; and

WHEREAS, the Utility determined and documented in a written analysis from accounting records that account receivable arrearages exceed one percent of annual operating revenues and also provided such analysis to the Bowling Green Town Council as the Utility's governing body;

WHEREAS, the Utility contemporaneously made the associated working papers verifying such facts available for public inspection; now therefore be it

RESOLVED BY The Bowling Green Town Council that it has reviewed the calculations of account receivable arrearages and verifies that the arrearages exceed one percent of annual operating revenues and ; be it

RESOLVED FURTHER, that the Utility resume normal collection procedures including disconnection of water service where necessary to achieve customer response, while also continuing normal procedures to avoid disconnecting water service for customers that request and implement repayment plans to bring accounts current over time; be it

RESOLVED FURTHER, that the Town Manager shall have the necessary authority to undertake all reasonable efforts and required processes to request, receive, and apply available state and federal customer assistance funding offered through the State Corporation Commission and the Virginia Department of Housing and Community Development, including appropriate modifications to normal billing and collection procedures as needed to facilitate such state and federal assistance.

ADOPTED by the Bowling Green Town Council, this 4th day of February 2021.

Mark A. Gaines, Mayor

ATTEST:

Clerk of Council

Financial Impact of Past Due Utility Bills:

Operating Revenues

Water Sales	\$323,400
Sewer Sales	\$408,000
Total Utility Operating Revenue	\$731,400

Arrearages

60 day past due	\$6,885
90+ day past due	\$4,256
Trash arrearages	-\$476
Total past due	\$10,665

Percentage of Operating Revenues

1.46%

Utility Arrearages			
60 Day	90 Day +		
	\$ 112.36		
\$ 190.11			
\$ 147.17			
\$ 302.08	\$ 14.34		
\$ 159.21	\$ 7.07		
\$ 159.21	\$ 49.21		
\$ 35.26			
\$ 280.23	\$ 719.39		
\$ 7.89			
\$ 91.25	\$ 1.05		
\$ 80.23			
\$ 195.88			
\$ 35.57			
\$ 52.47			
\$ 160.31			
\$ 199.72	\$ 4.47		
\$ 296.38			
\$ 178.03	\$ 13.35		
\$ 185.57	\$ 10.86		
\$ 90.68			
\$ 158.03			
\$ 159.21			
\$ 141.72			
\$ 251.73			
\$ 157.95			
\$ 178.03	\$ 8.90		
\$ 36.92			
\$ 159.21			
\$ 285.85			
\$ 238.43	\$ 303.15		
\$ 165.00	\$ 167.17		
\$ 106.19	\$ 2.53		
\$ 157.84			
\$ 177.80			
\$ 177.86	\$ 294.73		
\$ 164.35	\$ 8.77		
\$ 5,563.37	\$ 1,717.35		Total
\$ 230.29			
\$ 133.60	\$ 18.96		
\$ 363.89	\$ 18.96		Total
\$ 36.34			
	\$ 398.78		
	\$ 725.41		
\$ 78.50			
\$ 178.03	\$ 36.11		
\$ 127.21			
\$ 79.61	\$ 67.17		
	\$ 159.86		
	\$ 95.79		
\$ 36.75	\$ 18.33		
\$ 79.61	\$ 74.87		
\$ 59.21			
\$ 203.34	\$ 105.34		
\$ 79.61	\$ 237.38		
	\$ 84.04		
	\$ 516.20		
\$ 958.21	\$ 2,519.28		Total
\$ 6,885.47	\$ 4,255.59		Grand Total
\$ 11,141.06			Grand Sheet Total
-\$476			Trash
\$ 10,665.06			



TOWN OF BOWLING GREEN TOWN COUNCIL MEETING AGENDA ITEM REPORT

AGENDA ITEM: O-2021-001 – Ordinance updating 301 Tax District Parcels

ITEM TYPE: Consent Agenda

PURPOSE OF ITEM: Decision - By Motion

PRESENTER: Melissa Lewis, towntreasurer@townofbowlinggreen.com

PHONE: (804) 633-6212

BACKGROUND / SUMMARY:

An Ordinance establishing a service district for the Route 301 North Corridor was adopted by Council in 2011 for the purpose of providing utility improvements to the area. The ordinance establishes a tax assessment on commercial properties only, identifying the parcels by tax map number.

The ordinance needs to be updated to include parcels that have since been subdivided and those that have been rezoned from residential to commercial.

ATTACHMENTS:

- O-2021-001 – Ordinance updating the Route 301 North Corridor Service District
- Ad that ran in the Free Lance Star on January 19th and 26th

REQUESTED ACTION:

Motion to adopt O-2021-001 – Ordinance updating the Route 301 North Corridor Service District

Town of Bowling Green, Virginia
Notice of Public Hearing

The **Bowling Green Town Council** will conduct a public hearing on Thursday February 4, 2021 at 7:00 PM in the Bowling Green Town Hall, 117 Butler Street. The purpose of the hearings is for the Town Council to receive public comment on and consider the following matter:

Ordinance Number O-2021-001 – to update the Route 301 North Corridor Service District. The purpose of this ordinance is to amend Ordinance Number O-2011-004 to include in the special tax district parcels that have since been subdivided and those that have been rezoned from residential to commercial.

The Town Council will take action on this matter after the hearing. The complete ordinance is available for review at Town Hall, 117 Butler Street, during normal business hours and posted on the Town’s website at <https://www.townofbowlinggreen.com>. All those wishing to comment on this matter can come to the hearing and be heard. Any person requiring assistance in order to participate in the public hearing is asked to contact the office staff by calling 804-633-6212 in advance so appropriate arrangements can be made.

Melissa Lewis
Interim Town Manager

O-2021-001

**ORDINANCE AMENDING PARCELS INCLUDED IN
THE ROUTE 301 NORTH CORRIDOR UTILITY SERVICE DISTRICT
(AMENDS ORDINANCE 4-11)**

BE IT ORDAINED by the Bowling Green Town Council, that Ordinance 4-11 (which is uncodified), shall be amended by enacting Ordinance 2021-001 which modifies Exhibit A, as follows:

“Exhibit A

Parcels included in Route 301 North Corridor Utility Service District:

- (1) Tax map 43.
 - a. Double circle A:
 1. Lots 45, 46, 48, 49, 50, 51, 52, 53, and 54 (not taxed):
 2. Lots 34, 35, 42, 42B, and 42C.
 - b. Double circle 18: Block 1, lots 1 and 2 (neither taxed).
 - c. Double circle 22; lots 1 and 2
- (2) Tax map 43E.
 - a. Double circle 1: Lots 1, 2, 4, 5, 6, 7, and 8.
 - b. Double circle 2: Lot 1.
- (3) Tax map 44. Double circle A: Lots 1A, 1B, 1B1, 2, 3, 4A and 7.

Exhibit B

Parcels not included in Route 301 North Corridor Utility Service District:

- (1) Tax map 43. Double circle A: Lot 42A ~~and lot 48.~~
- (2) Tax map 43E.
 - a. Double circle A: Lot 1.
 - b. Double circle 2: Lots 2, 3, and 4”

This Ordinance shall take effect upon adoption.

Adopted by the Town Council of Bowling Green, Virginia, this 4th day of February, 2021.

Hon. Mark A. Gaines, Mayor

ATTEST:

Clerk of the Council



**TOWN OF BOWLING GREEN
TOWN COUNCIL MEETING
AGENDA ITEM REPORT**

AGENDA ITEM: Sean Brushett – Atlantic Broadband
ITEM TYPE: Presentation
PURPOSE OF ITEM: Information Only
PRESENTER: Melissa Lewis, towntreasurer@townofbowlinggreen.com
PHONE: (804) 633-6212

BACKGROUND / SUMMARY:

Representative from Atlantic Broadband will follow up on issues presented at the September Council meeting:

1. Why was the Bowling Green Office, most recently located at 103 Chase Street, permanently closed? As we understand it, our franchise agreement requires Atlantic Broadband to maintain an office in Town.
2. When will 1 Gig service be released to the Bowling Green market?
3. Could you please provide a comparison of ABB's cost per bit relative to the rate structures of other providers in the region?

ATTACHMENTS:

- Email Response from Mr. Brushett
- Letter from Mr. James Day

REQUESTED ACTION:



Melissa Lewis <towntreasurer@townofbowlinggreen.com>

Follow up from last night's meeting

Sean Brushett <sbrushett@atlanticbb.com>

Thu, Jan 7, 2021 at 3:32 PM

To: Melissa Lewis <towntreasurer@townofbowlinggreen.com>, Jason Satterwhite <Jasonsatterwhite@townofbowlinggreen.com>

Melissa & Mr. Mayor:

Happy New Year. I hope the holidays were great for you both.

I would have loved to participate, but I did not have this on my calendar and I have a conflict this evening. If you would be good enough to send me the next meeting data as soon as it's available, I will block the time out straight away.

In the meantime, several updates.

- Testing for the 1GIG residential service has progressed well and the feedback we have received has been positive. Our initial public offering for this service is expected 1/15.

- We are launching new pricing configurations which effectively result in "everyday" pricing and eliminating many "extra" fees. This effort is intended to simplify billing statements and also eliminate large increases after introductory promotional pricing. The initiative is being phased in over the next 6-8 weeks across the company and existing customers will have choices as to whether they prefer to remain in their current configurations or migrate to new pricing / packaging. Many more details to come, but this effort is NOT a rate increase, but rather a repackaging effort to simplify billing and create greater transparency. If you want to hold this for next month, we will have many more details, but this new configuration is part of what stalled previous pricing analysis.

- We have hired and trained 20 new customer service professionals in the past 30 days and our hold times, along with access to the phone center has improved dramatically. I'm optimistic you have heard positive feedback to this end, as I certainly have throughout the Mid-Atlantic Region.

- All of our field operations teams remain committed to COVID protection measures for the foreseeable future. I had hoped we might loosen things up a bit by the end of Q1, but the resurgence in positive tests simply mitigate that. All field personnel are equipped with masks, gloves and booties for customer homes and our workforce remains mostly remote (work from home).

- We are launching a new enhanced Wifi service to improve overall internet capacity in customer homes. Again, you might save this for next month when I have more details, but it is an exciting development which will greatly improve customer experience with our products.

On a personal note, I am continuing to recover well from my unexpected heart surgery last month. I returned to work full-time with the new year and am anxious to continue the work we've started to improve our products and customer experience in Bowling Green. I'm terribly sorry I did not have this meeting on my calendar but as I mentioned, please share your next date with me and I will appear in person or via Zoom, depending on our COVID status.

Very best personal regards,
Sean

[Quoted text hidden]



James S. Day, Jr.
P. O. Box 364
Reedville, VA 22439

January 10, 2021

Mr. Sean Brushett
Mid Atlantic Regional Director of Operations
330 Drummer Drive
Grasonville, MD 21638

Dear Mr. Brushett:

I really don't understand how a federally regulated utility can offer such consistently poor customer service. You advertise that your "customer service center" telephone is "answered 24 hours a day, seven days a week". Answered - yes - by a recording giving the customer several choices... Good luck on getting to talk to anyone. My experience is that after as much as 30 minutes on hold, the call is disconnected!

We have service with your company at two addresses: Bowling Green, VA and Reedville, VA. Currently we are paying Atlantic Broadband \$476.73 for service at these two locations.

We wish to elect aseasonal suspension of the cable service at our Bowling Green location for three-months beginning on 21 January 2021. I would like to discuss this option with a customer service person to ensure that this seasonal suspension will not affect our telephone service (also with Atlantic Broadband) or our security system (with another provider).

A simple telephone conversation with your customer service center would permit me to get the information I need to make an informed decision. That is currently an impossibly difficult task.

I believe your company has a franchise as a “natural utility” and is regulated by the Federal Communications Commission. I would greatly support having the Town of Bowling Green get offers from competing cable carriers both for service and cost to consumers. I firmly believe the Town could do better – and serve the citizens of Bowling Green and Caroline County with a better provider of Cable, Internet and Telephone Service.

Sincerely,


James S. Day, Jr.

8282 15 011 0000176

Cc:

* **(1) Town of Bowling Green**

P. O. Box 468

Bowling Green, VA 22427

(2) Caroline County

P. O. Box 447

Bowling Green, VA 22427

(3) Federal Communications Commission

Consumer & Governmental Affairs Bureau

445 12th Street, SW

Washington, DC 20554



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

AGENDA ITEM: Police Department Monthly Report January 2021

DATE: 01/29/2021

PREPARED BY: Chief Justin Cecil Sr.

MONTHLY REPORT / PROJECT UPDATE:

Police Activity for January 2021

38 Total calls for service

27 Summonses / Parking tickets

1 Robbery- CCSO is handling

68 Park walk and talks

11 Assist other agencies

13 Property checks/ Vacation checks

ATTACHMENTS:

None

HEADS UP ITEMS:

CCSO donated a 2014 Dodge Charger.

Working with the towns Attorney on police policy Manuel.



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

AGENDA ITEM: Public Works/Utilities Monthly Report for January 2021

DATE: January 29, 2021

PREPARED BY: Josh Irby

MONTHLY REPORT / PROJECT UPDATE:

Water

- Water Project Meter Replacement portion posted on Town Website
- Water leak repaired on North Main St. and Martin St.
- 2020 CCR has been sent to VDH for review and revisions

Wastewater

- Plant is running well, no exceptions to report
- Sewer lateral connected on Maury Ave

Public Works

- Leaf Collection has finished
- Christmas Lights taken down
- Prepping Town Shop for Paint
- Cleaning and landscaping of Town buildings
- Maintenance of Town vehicles and equipment

ATTACHMENTS:

- Iworq Report (Work Orders)
- DMR for December and Annual DMR

HEADS UP ITEMS:

- Caroline High School Football Team will be doing litter pick-up on March 13th

Work Order Report

1/1/2021 - 1/29/2021

Work Order Date	Assigned Department	Work Description	Work Address/Location
1/5/2021	Public Works	Trim bushes and remove several beside the steps going into Main Office	117 Butler St
1/7/2021	Public Works	Needs a recycle trash can	124 Dorsey LN
1/8/2021	Utilities	Clean up shop at plant	219 Anderson Ave
1/8/2021	Public Works	mark utilities	156 maury ave.
1/8/2021	Public Works	replace broken recycle can and broken trash can with new ones please	112 Martin St
1/8/2021	Public Works	mark utilities	239 n main st
1/8/2021	Public Works	take down table on stage	117 Butler St
1/12/2021	Utilities	get a read new renter in as of 01/01/2021	16417 Tinder Dr.
1/12/2021	Public Works	Clean street curbs Main St., Milford, Chase ,Butler, Courthose,	Main St.
1/12/2021		Water - Service Disconnect and take read	218 N Main St
1/12/2021		Paint Ballroom Stage	117 Butler Street

Work Order Date	Assigned Department	Work Description	Work Address/Location
1/13/2021	Utilities	Pick up recycle can and replace with aother trash can	110 Milford St
1/13/2021		Disconnect service, Please take a final read	17056 Elm Street
1/13/2021	Public Works	Clean Scag and Toro zero turn lawn mowers	219 Anderson Ave
1/13/2021	Public Works	Replace outlets in Melissa's Office	117 Butler St
1/13/2021	Public Works	Repair fan in restroom at WWTP	219 Anderson Ave
1/13/2021	Public Works	Replace lights in restroom at WWTP	219 Anderson Ave
1/14/2021	Public Works	Set up new TV in Joe-Elsa's Office. Please get with her to see where she wants it	109 CH Lane
1/14/2021	Utilities	Water leak on property needs to be repaired by owner	153 Chase St.
1/14/2021	Public Works	Replace lights in ceiling on stage	117 Butler St.
1/14/2021	Public Works	Trim tree back on access road to outfall	219 Anderson Ave
1/14/2021	Utilities	Repair drain line on washer at WWTP	219 Anderson Ave

Work Order Date	Assigned Department	Work Description	Work Address/Location
1/14/2021	Utilities	Clean up shop at plant	219 Anderson Ave
1/14/2021	Public Works	Remove boxwood in the front of the building.	117 Butler St.
1/15/2021	Public Works	mark utilities	16024 grant ct
1/15/2021	Public Works	mark utilities	13363 fredericksburg tpke
1/15/2021	Utilities	turn water on and get a read	15231 Hilldale Ave
1/15/2021	Public Works	Collect leaves	Milford St.
1/15/2021	Utilities	Water leak on North Main	335 North Main
1/19/2021	Public Works	set up for committee meeting	117 Butler St
1/19/2021	Public Works	Circuit Court Jury Selection	117 Butler Street (Town Hall)
1/20/2021	Public Works	set up for Council Work Session	117 Butler St
1/20/2021	Utilities	Customer complaining high usage please get new read	127 Lee st
1/20/2021	Public Works	Deliver 2 trash cans please	121 Trewalla Ln
1/20/2021	Public Works	Please take 1 trash and 1 recycle can to new residence	139 Lafayette Ave
1/20/2021	Public Works	mark utilities	115 maury ave
1/20/2021	Public Works	Move railroad ties	109 Courthouse Lane

Work Order Date	Assigned Department	Work Description	Work Address/Location
1/20/2021	Public Works	Circuit Court Jury Selection	117 Butler Street (Town Hall)
1/20/2021	Public Works	Circuit Court Jury Selection	117 Butler Street (Town Hall)
1/21/2021	Public Works	marked 80 verizon tickets	town of bowlinggreen and beyond
1/22/2021	Public Works	Thursday Jan 28th, please replace broken trash can with a new one after the trash has been picked up. Thank you.	114 Milford St
1/22/2021	Public Works	pick up broken trash can and take new one	356 N Main St
1/25/2021	Utilities	Well #5 communication problems	213 West Broaddus Ave
1/25/2021	Utilities	Repair water main leak	136 Martin St.
1/25/2021	Public Works	pick up broken trash can and replace with new one	140 Maury Ave
1/25/2021	Public Works	Set up for EDA Meeting	117 Butler St
1/26/2021	Public Works	marked utilities	156 maury ave.
1/26/2021	Public Works	marked utilities	124 dorsey In
1/26/2021	Public Works	marked utilities	118 courthouse In
1/27/2021	Public Works	marked utilities	109 dorsey In

Work Order Date	Assigned Department	Work Description	Work Address/Location
1/27/2021	Utilities	Cut water on for customer can check for leaks and cut back off	17329 Chase St.
1/27/2021	Public Works	Clean up trash and parts from WWTP grounds	219 Anderson Ave
1/27/2021	Public Works	Completely clean Leaf Vac for maintenance	219 Anderson Ave
1/27/2021	Public Works	Completely clean dump truck interior and exterior	219 Anderson Ave
1/28/2021	Utilities	Get a meter reading	178 Maury Ave
1/28/2021	Public Works	Clean outside and inside of #2 truck	219 Anderson Ave.
1/29/2021	Public Works	Prime wall in shop for paint	219 Anderson Ave

Total Records: 57

1/29/2021

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF ENVIRONMENTAL QUALITY
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
DISCHARGE MONITORING REPORT (DMR)

DEPT. OF ENVIRONMENTAL QUALITY
(REGIONAL OFFICE)

PERMITEE NAME/ADDRESS (INCLUDE
FACILITY NAME/LOCATION IF DIFFERENT)

Northern Regional Office
13901 Crown Court
Woodbridge, VA 22193

NAME: Bowling Green Wastewater Treatment Plant
ADDRESS: co Town of Bowling Green
Bowling Green, VA 22427

VA0020737	001
PERMIT NUMBER	DISCHARGE NUMBER

FACILITY LOCATION: 219 Anderson Ave
Bowling Green, VA 22427

MONITORING PERIOD						
YEAR	MO	DAY	TO	YEAR	MO	DAY
2020	12	01		2020	12	31

NOTE: READ PERMIT AND GENERAL INSTRUCTIONS BEFORE COMPLETING THIS FORM.

Parameter		QUANTITY OR LOADING			QUALITY OR CONCENTRATION			NO. EX.	FREQUENCY OF ANALYSIS	SAMPLE TYPE	LAB CODE
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM				
FLOW	REPORTD	.089	.182		*****	*****	*****				
PARAM CODE: 001	REQMNT	0.25	NL	MGD	*****	*****	*****	0	CONT	TIRE	
pH	REPORTD	*****	*****		7.1	*****	7.8				
PARAM CODE: 002	REQMNT	*****	*****		6.0	*****	9.0		1/DAY	GRAB	
TSS	REPORTD	1.29	2.1		*****	4.4	7.2		3D/W	8HC	
PARAM CODE: 004	REQMNT	9.5	14	KG/D	*****	10	15		3D/W	8HC	
DO	REPORTD	*****	*****		8.2	*****	*****		1/DAY	GRAB	
PARAM CODE: 007	REQMNT	*****	*****		5.0	*****	*****		1/DAY	GRAB	
TKN (N-KJEL)	REPORTD	.25	.31		*****	.89	1.04		3D/W	8HC	
PARAM CODE: 068	REQMNT	2.8	4.2	KG/D	*****	3.0	4.5		3D/W	8HC	
E.COLI	REPORTD	*****	*****		*****	19	*****		3D/W	GRAB	
PARAM CODE: 120	REQMNT	*****	*****		*****	126	*****		3D/W	GRAB	
CBOD5	REPORTD	<QL	<QL		*****	<QL	<QL		3D/W	8HC	
PARAM CODE: 159	REQMNT	9.5	14	KG/D	*****	10	15		3D/W	8HC	

GENERAL PERMIT REQUIREMENTS OR COMMENTS:
OUTFALL-SPECIFIC COMMENTS:
PARAMETER-SPECIFIC COMMENTS:

BYPASSES AND OVERFLOWS	TOTAL OCCURENCES	TOTAL FLOW(M.G.)	TOTAL BOD5(K.G.)	OPERATOR IN RESPONSIBLE CHARGE			
				Joshua Irby		1965008627	
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.				TYPED OR PRINTED NAME		CERTIFICATE NUMBER	
				PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT		TELEPHONE	804-221-1834
				TYPED OR PRINTED NAME		SIGNATURE	2021-01-06 10:59:54
							Date

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF ENVIRONMENTAL QUALITY
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
DISCHARGE MONITORING REPORT (DMR)

DEPT. OF ENVIRONMENTAL QUALITY
(REGIONAL OFFICE)

PERMITTEE NAME/ADDRESS (INCLUDE
FACILITY NAME/LOCATION IF DIFFERENT)

Northern Regional Office
13901 Crown Court

NAME: Bowling Green Wastewater Treatment Plant
ADDRESS: co Town of Bowling Green
Bowling Green, VA 22427

VA0020737	001
PERMIT NUMBER	DISCHARGE NUMBER

Woodbridge, VA 22193

FACILITY LOCATION: 219 Anderson Ave
Bowling Green, VA 22427

MONITORING PERIOD					
YEAR	MO	DAY	YEAR	MO	DAY
2020	01	01	TO	2020	12 31

NOTE: READ PERMIT AND GENERAL INSTRUCTIONS BEFORE COMPLETING THIS FORM.

Parameter		QUANTITY OR LOADING			QUALITY OR CONCENTRATION			NO. EX.	FREQUENCY OF ANALYSIS	SAMPLE TYPE	LAB CODE
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM				
PHOSPHORUS, TOTAL (AS P)	REPORTD	*****	*****		*****	3.03	*****		1/YR	8HC	
PARAM CODE: 012	REQRMNT	*****	*****		*****	NL	*****	MG/L	1/YR	8HC	
NITROGEN, TOTAL (AS N)	REPORTD	*****	*****		*****	6.91	*****		1/YR	CALC	
PARAM CODE: 013	REQRMNT	*****	*****		*****	NL	*****	MG/L	1/YR	CALC	
NITRITE+NITRATE-N,TOTAL	REPORTD	*****	*****		*****	6.45	*****		1/YR	8HC	
PARAM CODE: 389	REQRMNT	*****	*****		*****	NL	*****	MG/L	1/YR	8HC	

GENERAL PERMIT REQUIREMENTS OR COMMENTS:
OUTFALL-SPECIFIC COMMENTS:
PARAMETER-SPECIFIC COMMENTS:

BYPASSES AND OVERFLOWS	TOTAL OCCURENCES	TOTAL FLOW(M.G.)	TOTAL BOD5(K.G.)	OPERATOR IN RESPONSIBLE CHARGE	
				TYPED OR PRINTED NAME	CERTIFICATE NUMBER
				Joshua Irby	1965008627
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.				PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE
					804-221-1834
				TYPED OR PRINTED NAME	SIGNATURE
					Date
					2021-01-06 10:52:58



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

AGENDA ITEM: Events & Economic Development Coordinator Council Monthly Report for January 2021

DATE: 2/31/21

PREPARED BY: Jo-Elsa Jordan

MONTHLY REPORT / PROJECT UPDATE:

Economic Development Authority:

- Finalize and distribute CARES Act press release; publish on website
- Research Outdoor Refreshment Areas (ORA's); Complete online survey
- Research COVID-19 Relief Bill
 - Attend webinar through Retail Strategies
 - Draft Fact Sheet for small businesses
- Create, publish and distribute meeting packet for 1/25/21
- Attend 1/25/21 meeting and record meeting minutes
- Schedule appointment with ReThink Main Street to determine turnkey capacity for outsourcing marketing material.
- Research grant opportunity through Citizens Institute on Rural Design as a resource for marketing material.
- Refer to legal counsel for reversion of Northview Property to Grantors.
- Research decals for small businesses to notify public of HVAC filtration.
- International Economic Development Council (IEDC) course registration/completion
 - Business Retention and Expansion; 16 credit hours complete.

VDOT:

- Follow up with VDOT Project Engineer for status of Smart Scale application
 - Bowling Green Smart Scale project recommendation for approval from Commonwealth Transportation Board (CTB).

Community Relations & Misc..

- Coordinate with Caroline County Circuit Court for use of Town Hall for jury selection on 03/29/21; Update work order in iWorqs and inform Public Works Department
- Send letter with thanks to Virginia Film Office Locations Manager for choosing Bowling Green as a location for filming; Coordinate with Touchstone Television and VFO for photos to be entered into VFO location database for filming
- Communication with town residents and Council Member Coyle to determine steps for implementing 'LOVE' sign reimbursement program; Email to Circuit Court Judge

- to determine if the Courthouse Lawn could be considered for possible location of sign.
- Develop, publish and distribute informational piece for “The Process of Public Comment” (*See attached)
 - Create ‘Thank You’ letter to BOS, Jeff Sili, on behalf of Mayor Gaines regarding donation of patrol vehicle; Contact Mayor Gaines, Police Chief Cecil and Sheriff Lippa for a quote to be included in a press release.
 - Weekly call with Old Mansion owners
 - Attend weekly staff meetings; Monday’s at 10:00 a.m.
 - General social media posts

ACTION ITEMS:

2021 event scheduled TBD based on federal and state regulations in response to COVID-19

- **2021 Spring Clean Sweep:** Saturday, June 5, 2021 *No pick-up services
- **2021 Music on the Green:** Friday’s 6:30 p.m. – 8:30 p.m.
 - 8/6/21
 - 8/13/21
 - 8/20/21
 - 8/27/21
 - 9/3/21
 - 9/10/21



YOUR GOVERNMENT, YOUR VOICE!

The Process of Public Comment During COVID-19

As locally elected officials work to effectively govern and represent the residents of Bowling Green during the COVID-19 pandemic, some adjustments have been made in terms of how public meetings are conducted, including the very important component of the public's ability to comment.

BACKGROUND

Town Council meetings are scheduled for the **first Thursday of every month at 7:00 p.m.** and the public is welcome to attend. For space and social distancing purposes, the meetings are held in the ball room at Town Hall and masks are required.

In order for the governing body to operate safely during the pandemic, the Mayor, members of Town Council and staff are given a virtual option to attend the meeting. Due to limited personnel and the resources necessary to manage a public meeting in an online forum, the public is not given access to the virtual meeting link. Rather, the public is able to view the meeting live, in real time, on YouTube (Type "Town of Bowling Green VA Videos" in the search feature). While the public is unable to offer a formal public comment through YouTube, the public does have a voice and we want to hear it!

Below is a step-by-step process to submitting your public comment to be heard at future Town Council meetings if you are unable to attend in person.

PROCESS

- 1. Access and review the Town Council meeting packet online at www.townofbowlinggreen.com**
 - ◆ Meeting packets are published the *Monday before* each Council meeting.
- 2. Submit your comment via email to townmanager@townofbowlinggreen.com by 5:00 p.m. the day of the meeting.**
 - Town Council meetings are held on the *first Thursday of each month*.
 - ◆ Please include your full name and home address.
- 3. Your comment will be read out loud at the Council meeting and entered into public record.**

If you do not have access to internet or email, please call (804) 633-6212 and request to pick up a hard copy of the meeting packet. Likewise, public comments can be submitted in-person at the Town Hall.

Thank you for your patience, understanding and willingness to adapt, as we continue to navigate the uncharted waters of governing during a pandemic.

If you have questions or concerns, feel free to contact Jo-Elsa Jordan, Economic Development & Events Coordinator, at edacoordinator@townofbowlinggreen.com



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

AGENDA ITEM: Town Clerk/Treasurer • Acting Town Manager Monthly Report to Council
January 2021

DATE: January 29, 2021

PREPARED BY: Melissa Lewis

MONTHLY REPORT / PROJECT UPDATE:

- Reconciled Annual payroll taxes and prepared W-2 forms
- Cash reconciliations
- Met with PWD and engineers on first phase of water systems project
- Update website with adopted meeting schedules and newly elected/appointed officials
- Prepared for administration of CARES Act Utility Relief Fund
- Reconciled Business License and mailed 2021 applications

Meetings/Training attended:

- January Town Council Meeting
- January Planning Commission Meeting
- 4 Weekly Staff meetings
- Streets, Sidewalks, Utilities and Buildings and Grounds Committee Meeting
- Personnel, Policy, and Ordinance Committee Meeting
- Meeting with USDA Representative to discuss status of various projects and applications.

Attachments:



**TOWN OF BOWLING GREEN
TOWN COUNCIL MEETING
AGENDA ITEM REPORT**

AGENDA ITEM: Bills - January 2021
ITEM TYPE: Consent Agenda
PURPOSE OF ITEM: Decision - By Motion
PRESENTER: Melissa Lewis, towntreasurer@townofbowlinggreen.com
PHONE: (804) 633-6212

BACKGROUND / SUMMARY:

Invoices for items purchased and services rendered in January 2021

ATTACHMENTS:

Check Reports:

- 1/15/2021
- 1/22/2021
- 1/29/2021

REQUESTED ACTION:

Approve invoices.

CHECK#	VEND#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
25847	18	A & M HOME CENTER	000	1/15/2021	90.40	.00
25848	1063	ALACRITI PAYMENTS, LLC	000	1/15/2021	52.70	.00
25849	944	ATLANTIC BROADBAND /	000	1/15/2021	204.65	.00
25850	600	BENNETT DEBORAH T	000	1/15/2021	210.00	.00
25851	119	BOWLING GREEN FIRE DEPT	000	1/15/2021	16,000.00	.00
25852	180	BOWLING GREEN FIRE DEPT	000	1/15/2021	1,000.00	.00
25853	999999	CARLSON KANISTA	000	1/15/2021	75.00	.00
25854	897	CINTAS CORPORATION	000	1/15/2021	67.31	.00
25855	14	CINTAS OF RICHMOND	000	1/15/2021	1,022.33	.00
25856	679	DAVID L BROOKS HAULING &	000	1/15/2021	12,538.60	.00
25857	1058	DIAMOND SPRINGS	000	1/15/2021	51.15	.00
25858	1052	ENCO UTILITY SERVICES FLO	000	1/15/2021	544.39	.00
25859	28	G & G MILFORD FARM SERV.	000	1/15/2021	233.87	.00
25860	55	GALL'S LLC	000	1/15/2021	207.98	.00
25861	987	MINCZ TIRE SERVICE	000	1/15/2021	90.00	.00
25862	444	SENSUS USA, INC	000	1/15/2021	1,715.95	.00
25863	1089	SNAP-ON TOOLS	000	1/15/2021	777.01	.00
25864	918	STAPLES ADVANTAGE	000	1/15/2021	84.59	.00
25865	1053	TACS	000	1/15/2021	450.00	.00
25866	700	TREASURER OF VIRGINIA	000	1/15/2021	40.00	.00
25867	291	USA BLUE BOOK	000	1/15/2021	887.86	.00
25868	19	VERIZON	000	1/15/2021	273.39	.00
25869	256	VERIZON WIRELESS	000	1/15/2021	2,131.21	.00
25870	44	VUPS	000	1/15/2021	34.65	.00
25871	12	WASTE MANAGEMENT	000	1/15/2021	8,845.47	.00
25872	1049	WEX BANK	000	1/15/2021	605.87	.00
		CLASS TOTAL			48,234.38	.00
		ACH TOTAL			.00	
		CHECK TOTAL			48,234.38	
		EPY TOTAL			.00	
		FINAL TOTAL			48,234.38	.00

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 48,234.38 EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE _____ TOWN MANAGER _____

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCRL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH AMT	BATCH INV. DESCRIPTION
0000000	000018	A & M HOME CENTER	B47456	1/15/2021		4100-043100-6007-	3.99	25847		REPAIR/ MAINT TOWN BUILDINGS
0000000	000018		C44844	1/15/2021		4100-043100-7130-	24.99	25847		REFUSE COLLECTION
0000000	000018		C45085	1/15/2021		4500-500100-6007-	15.77	25847		REPAIR/MAINTENANCE
0000000	000018		C45200	1/15/2021		4100-043100-6007-	25.78	25847		REPAIR/ MAINT TOWN BUILDINGS
0000000	000018		C45212	1/15/2021		4100-043100-6007-	19.87	25847		REPAIR/ MAINT TOWN BUILDINGS
DISC. TOTAL							.00	EPY PMT TOTAL		
DISC. TOTAL							90.40	ACH PMT TOTAL		
0000000	001063	ALACRITI PAYMENTS, LLC	NMGKPI13K9WSZT9	1/15/2021		4100-012410-3130-	52.70	25848		CREDIT CARD AND BANK FEES
DISC. TOTAL							.00	EPY PMT TOTAL		
DISC. TOTAL							52.70	ACH PMT TOTAL		
0000000	000944	ATLANTIC BROADBAND /	2021-01	1/15/2021		4100-012410-5230-	125.20	25849		TELECOMMUNICATIONS
0000000	000944		2021-01	1/15/2021		4520-500100-5230-	79.85	25849		TELECOMMUNICATIONS
DISC. TOTAL							.00	EPY PMT TOTAL		
DISC. TOTAL							204.65	ACH PMT TOTAL		
0000000	000600	BENNETT DEBORAH T	2020-12	1/15/2021		4400-071200-1310-	210.00	25850		TOWN HALL ACTIVITIES
DISC. TOTAL							.00	EPY PMT TOTAL		
DISC. TOTAL							210.00	ACH PMT TOTAL		
0000000	000119	BOWLING GREEN FIRE DEPT	20210108	1/15/2021		4100-032000-5640-	1,000.00	25851		BG/VOLUNTEER FIRE DEPT
0000000	000119		20210108	1/15/2021		4100-032000-5650-	15,000.00	25851		FIRE PROGRAM FUNDS
DISC. TOTAL							.00	EPY PMT TOTAL		
DISC. TOTAL							16,000.00	ACH PMT TOTAL		
0000000	000180	BOWLING GREEN RESCUR	20210108	1/15/2021		4100-032000-5642-	1,000.00	25852		BG/VOLUNTEER RESCUR SQUAD
DISC. TOTAL							.00	EPY PMT TOTAL		
DISC. TOTAL							1,000.00	ACH PMT TOTAL		
0000000	999999	CARLSON KANISTA	20210108	1/15/2021		4400-071200-1210-	75.00	25853		HARVEST FESTIVAL
DISC. TOTAL							.00	EPY PMT TOTAL		
DISC. TOTAL							75.00	ACH PMT TOTAL		
0000000	000897	CINTAS CORPORATION	8404938747	1/15/2021		4520-500100-6011-	67.31	25854		UNIFORMS/ SAFETY EQUIPMENT
DISC. TOTAL							.00	EPY PMT TOTAL		
DISC. TOTAL							67.31	ACH PMT TOTAL		
0000000	000014	CINTAS OF RICHMOND	4069046262	1/15/2021		4100-043100-6011-	45.89	25855		UNIFORMS/ SAFETY EQUIP
0000000	000014		4069046262	1/15/2021		4500-500100-6011-	32.10	25855		UNIFORMS/ SAFETY EQUIP
0000000	000014		4069046262	1/15/2021		4520-500100-6011-	100.31	25855		UNIFORMS/ SAFETY EQUIPMENT
0000000	000014		4069617801	1/15/2021		4100-043100-6011-	45.89	25855		UNIFORMS/ SAFETY EQUIP
0000000	000014		4069617801	1/15/2021		4500-500100-6011-	32.10	25855		UNIFORMS/ SAFETY EQUIP
0000000	000014		4069617801	1/15/2021		4520-500100-6011-	100.31	25855		UNIFORMS/ SAFETY EQUIPMENT
0000000	000014		4069617801	1/15/2021		4100-043100-6011-	45.89	25855		UNIFORMS/ SAFETY EQUIP
0000000	000014		4069617801	1/15/2021		4500-500100-6011-	32.10	25855		UNIFORMS/ SAFETY EQUIP
0000000	000014		4069617801	1/15/2021		4520-500100-6011-	100.31	25855		UNIFORMS/ SAFETY EQUIPMENT
0000000	000014		4070314959	1/15/2021		4100-043100-6011-	45.89	25855		UNIFORMS/ SAFETY EQUIP
0000000	000014		4070314959	1/15/2021		4500-500100-6011-	32.10	25855		UNIFORMS/ SAFETY EQUIP
0000000	000014		4070314959	1/15/2021		4520-500100-6011-	100.31	25855		UNIFORMS/ SAFETY EQUIPMENT
0000000	000014		4070314959	1/15/2021		4100-043100-6011-	45.89	25855		UNIFORMS/ SAFETY EQUIP
0000000	000014		4070878784	1/15/2021		4500-500100-6011-	32.10	25855		UNIFORMS/ SAFETY EQUIP
0000000	000014		4070878784	1/15/2021		4520-500100-6011-	100.31	25855		UNIFORMS/ SAFETY EQUIPMENT
0000000	000014		4070878784	1/15/2021		4100-043100-6011-	45.89	25855		UNIFORMS/ SAFETY EQUIP
0000000	000014		4070878784	1/15/2021		4500-500100-6011-	32.10	25855		UNIFORMS/ SAFETY EQUIP
0000000	000014		4071542142	1/15/2021		4100-043100-6011-	32.10	25855		UNIFORMS/ SAFETY EQUIP
0000000	000014		4071542142	1/15/2021		4500-500100-6011-	100.31	25855		UNIFORMS/ SAFETY EQUIPMENT
0000000	000014		4071542142	1/15/2021		4520-500100-6011-	100.31	25855		UNIFORMS/ SAFETY EQUIPMENT
DISC. TOTAL							.00	ACH PMT TOTAL		
DISC. TOTAL							1,022.33	ACH PMT TOTAL		
0000000	000679	DAVID L BROOKS HAULING &	23720	1/15/2021		4500-500100-6007-	6,272.60	25856		REPAIR/MAINTENANCE
0000000	000679		23735	1/15/2021		4100-043100-6007-	3,800.00	25856		REPAIR/ MAINT TOWN BUILDINGS
0000000	000679		23736	1/15/2021		4100-043100-7200-	750.00	25856		TOWN HALL EXPENSES
0000000	000679		23738	1/15/2021		4100-043100-6007-	1,716.00	25856		REPAIR/ MAINT TOWN BUILDINGS
DISC. TOTAL							.00	ACH PMT TOTAL		
DISC. TOTAL							12,538.60	ACH PMT TOTAL		
DISC. TOTAL							.00	EPY PMT TOTAL		
DISC. TOTAL							12,538.60	ACH PMT TOTAL		

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACRL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH AMT	G/L ACCOUNT DESC.	PATCH INV. DESCRIPTION
0000000	001058	DIAMOND SPRINGS	2020-12	1/15/2021		4100-043100-7200-	19.90	25857		TOWN HALL EXPENSES	00856 109 COURTHOUSE IN
0000000	001058		2020-12	1/15/2021		4520-500100-5840-	31.25	25857		MISCELLANEOUS	00856 109 COURTHOUSE IN
		DISC. TOTAL			51.15		.00				51.15
0000000	001052	ENCO UTILITY SERVICES FLO 14488		1/15/2021		4500-500100-5210-	272.19	25858		MAILING COSTS	00856 NOV-DEC BILLING
0000000	001052			1/15/2021		4520-500100-5210-	272.20	25858		MAILING COSTS	00856 NOV-DEC BILLING
		DISC. TOTAL			544.39		.00				544.39
0000000	000028	G & G MILFORD FARM SERV.	188392	1/15/2021		4100-043100-6007-	69.99	25859		REPAIR/ MAINT TOWN BUILDINGS	00856 BULE FOR TH
0000000	000028		188594	1/15/2021		4520-500100-6030-	9.98	25859		PLANT & LAB SUPPLIES/CHEMICAL	00856 LIME FOR PALM
0000000	000028		188627	1/15/2021		4500-500100-6007-	119.92	25859		REPAIR/MAINTENANCE	00856 ASPHALT PATCH
0000000	000028		188678	1/15/2021		4100-043100-6009-	33.98	25859		EQUIPMENT/ SUPPLIES	00856 STEHL MIX
		DISC. TOTAL			233.87		.00				233.87
0000000	000055	GALLI'S LLC	017245941	1/15/2021		4100-031100-6011-	147.85	25860		UNIFORMS	00856 BOOTS
0000000	000055		017289595	1/15/2021		4100-031100-6011-	60.13	25860		UNIFORMS	00856 BOOTS
		DISC. TOTAL			207.98		.00				207.98
0000000	000987	MINCZ TIRE SERVICE	1018377	1/15/2021		4100-031100-3310-	45.00	25861		VEHICLE MAINTENANCE	00856 SPEED CALIBRATION
0000000	000987		1018637	1/15/2021		4100-031100-3310-	45.00	25861		VEHICLE MAINTENANCE	00856 SPEED CALIBRATION
		DISC. TOTAL			90.00		.00				90.00
0000000	000444	SENSUS USA, INC	ZA21000198	1/15/2021		4500-500100-3320-	1,715.95	25862		COMPUTER LICENSES/SUPPORT	00856 2021 RENEWAL
		DISC. TOTAL					.00				
0000000	001089	SNAP-ON TOOLS	010621118787	1/15/2021		4100-043100-3311-	138.50	25863		VEHICLE MAINT	00856 BRYBAR, CRIMP, CUT
0000000	001089		010621118787	1/15/2021		4500-500100-3311-	138.50	25863		VEHICLE MAINTENANCE	00856 BRYBAR, CRIMP, CUT
0000000	001089		122320118256	1/15/2021		4520-500100-3311-	120.51	25863		VEHICLE MAINTENANCE	00856 SPARK PLUGS, WRNCH
0000000	001089		122320118256	1/15/2021		4500-500100-3311-	120.50	25863		VEHICLE MAINTENANCE	00856 SPARK PLUGS, WRNCH
		DISC. TOTAL					120.50				25863
							.00				777.01
0000000	000918	STRAPLES ADVANTAGE	732007157001	1/15/2021		4100-012410-6001-	78.60	25864		OFFICE SUPPLIES & PRINTING	00856 PAPER, INDEX TABS
0000000	000918		732007157002	1/15/2021		4100-012410-6001-	5.99	25864		OFFICE SUPPLIES & PRINTING	00856 STRAPLES
		DISC. TOTAL					.00				84.59
0000000	001053	TACS	6968	1/15/2021		4100-012410-3310-	450.00	25865		CREDIT CARD AND BANK FEES	00856 SMITH BAYLOR
		DISC. TOTAL					.00				450.00
0000000	000700	TREASURER OF VIRGINIA	316537	1/15/2021		4100-012110-6050-	40.00	25866		FARMERS' MARKET EXPENSES	00856 ANNUAL FEE
		DISC. TOTAL					.00				40.00
0000000	000291	USA BLUE BOOK	436810	1/15/2021		4520-500100-6030-	50.95	25867		PLANT & LAB SUPPLIES/CHEMICAL	00856 ANHYDROUS CASO4
0000000	000291		436810	1/15/2021		4520-500100-6030-	109.82	25867		PLANT & LAB SUPPLIES/CHEMICAL	00856 ANHYDROUS CASO4
0000000	000291		438204	1/15/2021		4520-500100-6030-	282.61	25867		PLANT & LAB SUPPLIES/CHEMICAL	00856 ANHYDROUS CASO4
0000000	000291		447181	1/15/2021		4520-500100-6030-	58.37	25867		PLANT & LAB SUPPLIES/CHEMICAL	00856 ANHYDROUS CASO4
0000000	000291		447181	1/15/2021		4520-500100-6030-	31.76	25867		PLANT & LAB SUPPLIES/CHEMICAL	00856 ANHYDROUS CASO4
0000000	000291		451006	1/15/2021		4520-500100-6030-	354.35	25867		PLANT & LAB SUPPLIES/CHEMICAL	00856 ANHYDROUS CASO4
		DISC. TOTAL					.00				887.86

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCTL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	ACH ACH	BATCH INV. DESCRIPTION
0000000	000019	VERIZON	2021-01	1/15/2021		4500-500100-5230-	16.73	25868			00856 WELLS #5
			2021-01	1/15/2021		4500-500100-5230-	256.66	25868			00856 WELLS #5
		DISC. TOTAL					.00	EBY PMT TOTAL			273.39
0000000	000256	VERIZON WIRELESS		1/15/2021		4100-031100-5230-	621.00	25869			00856 PC
				1/15/2021		4100-043100-5230-	237.98	25869			00856 PW
				1/15/2021		4100-012110-5250-	83.66	25869			00856 TM
				1/15/2021		4100-021100-2800-	712.59	25869			00856 MAYOR
				1/15/2021		4500-500100-5230-	237.99	25869			00856 WATER
				1/15/2021		4520-500100-5230-	237.99	25869			00856 SERVER
		DISC. TOTAL					.00	EBY PMT TOTAL			2,131.21
0000000	000044	VUPS		1/15/2021		4500-500100-5899-	34.65	25870			00856 TRANSMISSIONS
		DISC. TOTAL					.00	EBY PMT TOTAL			34.65
0000000	000012	WASTE MANAGEMENT	272464502819	1/15/2021		4520-500100-3180-	1,021.61	25871			00856 SLUDGE
			272479102811	1/15/2021		4520-500100-3320-	89.71	25871			00856 WMP
			27502002814	1/15/2021		4100-043100-7130-	1,592.16	25871			00856 DUMPSTER
			348343024249	1/15/2021		4100-043100-7130-	6,141.99	25871			00856 RESIDENTS
		DISC. TOTAL					.00	EBY PMT TOTAL			8,845.47
0000000	001049	WEX BANK	69511562	1/15/2021		4100-031100-6008-	205.43	25872			00856 PC
			69511562	1/15/2021		4100-043100-6008-	133.48	25872			00856 PW
			69511562	1/15/2021		4500-500100-6008-	133.48	25872			00856 WATER
			69511562	1/15/2021		4520-500100-6008-	133.48	25872			00856 SWMR
		DISC. TOTAL					.00	EBY PMT TOTAL			605.87
		CHECK TOTAL	48,234.38				.00	CPA PMT TOTAL			48,234.38
		ACH PMT TOTAL					.00	CPA PMT TOTAL			48,234.38
		EBY PMT TOTAL					.00	EBY PMT TOTAL			48,234.38
		TOTAL					.00	TOTAL			48,234.38

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 48,234.38 - EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE _____ TOWN MANAGER _____

CHECK#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
25873	341 DOMINION CHEMICAL CO	000	1/22/2021	384.75	.00
25874	10 DOMINION VIRGINIA POWER	000	1/22/2021	6,954.55	.00
25875	125 E M GRAY & SON	000	1/22/2021	810.24	.00
25876	55 GALL'S LLC	000	1/22/2021	60.13	.00
25877	48 MID-ATLANTIC LAB	000	1/22/2021	60.00	.00
25878	1092 PBM	000	1/22/2021	500.00	.00
25879	919 PRO SHRED SECURITY	000	1/22/2021	45.00	.00
25880	11 RAPPANNOCK ELEC COOP	000	1/22/2021	1,379.67	.00
25881	291 USA BLUE BOOK	000	1/22/2021	1,312.50	.00
25882	1002 VACORP	000	1/22/2021	136.75	.00
25883	451 XEROX CORPORATION	000	1/22/2021	468.55	.00

CLASS TOTAL 12,112.14
 ACH TOTAL .00
 CHECK TOTAL 12,112.14
 EPY TOTAL .00
 FINAL TOTAL 12,112.14

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 THE TOTAL 12,112.14- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE _____ TOWN MANAGER _____

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCTL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	G/L ACCOUNT DESC.	BATCH INV. DESCRIPTION
0000000	000341	DOMINION CHEMICAL CO	63000063	1/22/2021		4520-500100-6004-.00 CPA PMT TOTAL	384.75	25873		LAB SUPPLIES/CHEMICALS	00857 SODIUM HYPOCHLORIT
DISC. TOTAL							.00	BEY PMT TOTAL		TOTAL	384.75
0000000	000010	DOMINION VIRGINIA POWER	2020-12	1/22/2021		4100-043100-5110-	835.15	25874		ELECTRICITY-STREETLIGHTS	00857 TH
0000000	000010		2020-12	1/22/2021		4100-043100-7200-	108.02	25874		TOWN HALL EXPENSES	00857 109 COURTHOUSE LN
0000000	000010		2020-12	1/22/2021		4100-043100-5110-	1,659.39	25874		ELECTRICITY-STREETLIGHTS	00857 BUT/CHASE ST LIGHT
0000000	000010		2020-12	1/22/2021		4100-043100-5110-	82.12	25874		ELECTRICITY-STREETLIGHTS	00857 MAIN ST ST LIGHTS
0000000	000010		2020-12	1/22/2021		4100-031100-5110-	86.08	25874		ELECTRICITY	00857 PC
0000000	000010		2020-12	1/22/2021		4500-500100-5110-	437.53	25874		ELECTRICITY	00857 CHA/BUT WATER TOWE
0000000	000010		2020-12	1/22/2021		4500-500100-5110-	302.45	25874		ELECTRICITY	00857 BUTLER GRND TNK
0000000	000010		2020-12	1/22/2021		4500-500100-5110-	896.61	25874		ELECTRICITY	00857 WELLS #5
0000000	000010		2020-12	1/22/2021		4520-500100-5110-	2,235.84	25874		ELECTRICITY	00857 ROO CLK PMP STAT
0000000	000010		2020-12	1/22/2021		4520-500100-5110-	70.46	25874		ELECTRICITY	00857 CHASE ST PMP STAT
0000000	000010		2020-12	1/22/2021		4520-500100-5110-	90.03	25874		ELECTRICITY	00857 CHASE ST PMP STAT
0000000	000010		2020-12	1/22/2021		4520-500100-5110-	32.23	25874		ELECTRICITY	00857 LACY LN PMP STAT
0000000	000010		2020-12	1/22/2021		4520-500100-5110-	118.64	25874		ELECTRICITY	00857 SCHOOL RD PMP STAT
DISC. TOTAL							.00	BEY PMT TOTAL		TOTAL	6,954.55
0000000	000125	E M GRAY & SON	20210122	1/22/2021		4100-043100-7200-	810.24	25875		TOWN HALL EXPENSES	00857 TH
DISC. TOTAL							.00	BEY PMT TOTAL		TOTAL	810.24
0000000	000055	GALL'S LLC	017313860	1/22/2021		4100-031100-6011-	60.13	25876		UNIFORMS	00857 BOOTS
DISC. TOTAL							.00	BEY PMT TOTAL		TOTAL	60.13
0000000	000048	MID-ATLANTIC LAB	15898	1/22/2021		4500-500100-6022-	60.00	25877		WATER TESTING	00857 24 HR TEST
DISC. TOTAL							.00	BEY PMT TOTAL		TOTAL	60.00
0000000	001092	PM	31994	1/22/2021		4100-043100-7200-	500.00	25878		TOWN HALL EXPENSES	00857 2021-01
DISC. TOTAL							.00	BEY PMT TOTAL		TOTAL	500.00
0000000	000919	PRO SHRED SECURITY	35717	1/22/2021		4100-012110-3140-	45.00	25879		CONTRACTED SERVICES/SHREDDING	00857 2021-01
DISC. TOTAL							.00	BEY PMT TOTAL		TOTAL	45.00
0000000	000011	RAPPANNOCK ELBC COOP	2020-11	1/22/2021		4100-043100-5110-	51.31	25880		ELECTRICITY-STREETLIGHTS	00857 CEDAR LN TRANS HIL
0000000	000011		2020-11	1/22/2021		4500-500100-5110-	368.21	25880		ELECTRICITY	00857 WELLS #4
0000000	000011		2020-11	1/22/2021		4500-500100-5110-	22.80	25880		ELECTRICITY	00857 RT 2 LIGHT TOWER
0000000	000011		2020-11	1/22/2021		4500-500100-5110-	92.57	25880		ELECTRICITY	00857 LAKEWOOD PMP STAT
0000000	000011		2020-11	1/22/2021		4520-500100-5110-	29.51	25880		ELECTRICITY	00857 OAK RIDGE PMP STAT
0000000	000011		2020-11	1/22/2021		4520-500100-5110-	83.27	25880		ELECTRICITY	00857 CEDAR LN WARE HSR
0000000	000011		2020-11	1/22/2021		4100-043100-5110-	51.27	25880		ELECTRICITY-STREETLIGHTS	00857 CEDAR TRANS HILL
0000000	000011		2020-12	1/22/2021		4500-500100-5110-	437.80	25880		ELECTRICITY	00857 WELLS #4
0000000	000011		2020-12	1/22/2021		4500-500100-5110-	26.79	25880		ELECTRICITY	00857 RT 2 LIGHT TOWER
0000000	000011		2020-12	1/22/2021		4500-500100-5110-	95.09	25880		ELECTRICITY	00857 LAKEWOOD PMP STAT
0000000	000011		2020-12	1/22/2021		4520-500100-5110-	29.08	25880		ELECTRICITY	00857 OAK RIDGE PMP STAT
0000000	000011		2020-12	1/22/2021		4520-500100-5110-	91.97	25880		ELECTRICITY	00857 CEDAR LN WAREHOUS
DISC. TOTAL							.00	BEY PMT TOTAL		TOTAL	1,379.67
0000000	000291	USA BLUE BOOK	466533	1/22/2021		4500-500100-6021-	27.08	25881		TESTING SUPPLIES/CHEMICALS	00857 HACH DPD 1
0000000	000291		466533	1/22/2021		4500-500100-6021-	471.84	25881		TESTING SUPPLIES/CHEMICALS	00857 HACH DR300 CHLORIN
0000000	000291		466533	1/22/2021		4500-500100-6021-	41.31	25881		TESTING SUPPLIES/CHEMICALS	00857 LIQUID DPDIA
0000000	000291		466072	1/22/2021		4500-500100-6009-	72.27	25881		EQUIPMENT/SUPPLIES	00857 MAGNA-TRAC LOCATOR
DISC. TOTAL							.00	BEY PMT TOTAL		TOTAL	1,312.50

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACRL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	ACH G/L	ACCOUNT DESC.	BATCH INV. DESCRIPTION
0000000	001002	VACORP	2020-12	1/22/2021		4100-012110-2500-	16.41	25882			DISABILITY INSURANCE - VML	00857 HYBRID
0000000	001002		2020-12	1/22/2021		4100-012410-2500-	30.09	25882			HYBRID DISABILITY INSURANCE	00857 HYBRID
0000000	001002		2020-12	1/22/2021		4100-043100-2500-	19.15	25882			HYBRID DISABILITY INSURANCE	00857 HYBRID
0000000	001002		2020-12	1/22/2021		4500-500100-2500-	9.57	25882			HYBRID DISABILITY INS	00857 HYBRID
0000000	001002		2020-12	1/22/2021		4520-500100-2500-	61.53	25882			HYBRID DISABILITY INS	00857 HYBRID
		DISC. TOTAL					.00				TOTAL	136.75
0000000	000451	XEROX CORPORATION	012228016	1/22/2021		4100-012410-3310-	468.55	25883			OFFICE EQUIPMENT	00857 2020-12
		DISC. TOTAL					.00				TOTAL	468.55
		CHECK TOTAL					.00				TOTAL	12,112.14
		CHECK TOTAL					.00				TOTAL	12,112.14

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 THE TOTAL 12,112.14 - EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE _____ TOWN MANAGER _____

API00B 1/29/2021 TOWN OF BOWLING GREEN
 TIME-12:50:57

A/P CHECK REGISTER
 Check Date - 1/22/2021

ActPd - 2021/01

PAGE

CHECK#	VEND#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
25898	41	VISA	000	1/22/2021	2,358.11	.00
25899	41	VISA	000	1/22/2021	2,266.83	.00
25900	41	VISA	000	1/22/2021	796.73	.00
			CLASS TOTAL		5,421.67	.00
			ACH TOTAL		.00	
			CHECK TOTAL		5,421.67	
			EPY TOTAL		.00	
			FINAL TOTAL		5,421.67	.00

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 THE TOTAL 5,421.67- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE _____ TOWN MANAGER _____

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCTL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH ACH PMT	G/L ACCOUNT DESC.	BATCH INV. DESCRIPTION
000000	000041	VISA	ED 1 FACEBOOK 3	1/22/2021		4400-071200-1250-	34.72	25898		PARADE/HOLIDAY EVENTS	00858 JO ELISA
000000	000041		ED 2 IEDC	1/22/2021		4100-012410-5540-	660.00	25898		EDUCATION/TRAINING	00858 JO'S CLASS BUS RET
000000	000041		ED 3 IEDC 2	1/22/2021		4100-012410-5540-	795.00	25898		EDUCATION/TRAINING	00858 ED CREDIT ANALYSTS
000000	000041		ED 4 AMAZON	1/22/2021		4100-012410-6001-	20.12	25898		OFFICE SUPPLIES & PRINTING	00858 THANKS YOU CARDS
000000	000041		ED 5 FOOD LION	1/22/2021		4100-012110-5840-	22.14	25898		MISCELLANEOUS	00858 CHRISTMAS LUNCHEON
000000	000041		ED 6 DOLLAR GEN	1/22/2021		4100-012110-5840-	2.26	25898		MISCELLANEOUS	00858 CHRISTMAS LUNCHEON
000000	000041		PC 1 OFFICE DE	1/22/2021		4100-031100-6001-	263.24	25898		OFFICE SUPPLIES & PRINTING	00858 MAT RETURN
000000	000041		PW 1 WALMART	1/22/2021		4100-043100-6001-	9.27	25898		OFFICE SUPPLIES & PRINTING	00858 HAND TOOLS
000000	000041		PW 10 HARBOR F	1/22/2021		4500-500100-6006-	502.86	25898		HAND TOOLS	00858 OIL & FILTERS
000000	000041		PW 11 WALMART 1	1/22/2021		4100-043100-3311-	22.31	25898		VEHICLE MAINTENANCE	00858 OIL & FILTERS
000000	000041		PW 11 WALMART 1	1/22/2021		4500-500100-3311-	22.35	25898		VEHICLE MAINTENANCE	00858 OIL & FILTERS
000000	000041		PW 11 WALMART 1	1/22/2021		4520-500100-3311-	22.35	25898		VEHICLE MAINTENANCE	00858 OIL & FILTERS
DISC.	TOTAL						.00	EPY PMT TOTAL			

000000	000041	VISA	PW 12 WALMART	1/22/2021		4100-043100-3311-	6.32	25899		VEHICLE MAINT	00858 MOTOR OIL
000000	000041		PW 13 WALMART	1/22/2021		4500-500100-3311-	6.32	25899		VEHICLE MAINTENANCE	00858 MOTOR OIL
000000	000041		PW 13 WALMART	1/22/2021		4520-500100-3311-	6.33	25899		VEHICLE MAINTENANCE	00858 MOTOR OIL
000000	000041		PW 2 WALMART	1/22/2021		4100-043100-3311-	88.65	25899		VEHICLE MAINT	00858 JUMP & CARRY
000000	000041		PW 2 WALMART	1/22/2021		4500-500100-3311-	88.65	25899		VEHICLE MAINTENANCE	00858 JUMP & CARRY
000000	000041		PW 2 WALMART	1/22/2021		4520-500100-3311-	88.66	25899		VEHICLE MAINTENANCE	00858 JUMP & CARRY
000000	000041		PW 2 WALMART	1/22/2021		4500-500100-3311-	40.87	25899		VEHICLE MAINTENANCE	00858 OIL
000000	000041		PW 4 WALMART 1	1/22/2021		4500-500100-3311-	13.14	25899		VEHICLE MAINTENANCE	00858 OIL
000000	000041		PW 5 WALMART	1/22/2021		4100-043100-6001-	9.27	25899		OFFICE SUPPLIES & PRINTING	00858 MAT
000000	000041		PW 6 WALMART 1	1/22/2021		4100-043100-6001-	66.89	25899		OFFICE SUPPLIES & PRINTING	00858 OFFICE SUPPLIES
000000	000041		PW 7 WALMART 1	1/22/2021		4500-500100-3311-	31.84	25899		VEHICLE MAINTENANCE	00858 OIL
000000	000041		PW 8 SAFETY SER	1/22/2021		4500-500100-5540-	420.00	25899		EDUCATION/TRAINING/LICENS	00858 TRAINING MATERIAL
000000	000041		PW 8 SAFETY SER	1/22/2021		4520-500100-5540-	420.00	25899		EDUCATION/TRAINING/LICENS	00858 TRAINING MATERIAL
000000	000041		PW 9 HARBOR FR	1/22/2021		4500-500100-6007-	1,005.69	25899		REPAIR/MAINTENANCE	00858 TOOL CABINET & TOO
000000	000041		TC 1 AMAZON 7	1/22/2021		4100-043100-7200-	25.80	25899		TOWN HALL EXPENSES	00858 SWITCH PLATES
DISC.	TOTAL						.00	EPY PMT TOTAL			

000000	000041	VISA	TC 10 AMAZON 1	1/22/2021		4100-012410-6001-	330.48	25900		OFFICE SUPPLIES & PRINTING	00858 TONER
000000	000041		TC 11 VAPDC	1/22/2021		4100-012110-5545-	25.00	25900		CONFERENCE EXPENSES/TRAINING	00858 VALARIE CLASS
000000	000041		TC 2 ZOOM 1	1/22/2021		4100-012110-6001-	15.74	25900		OFFICE/METING SUPPLIES & PR	00858 2020-12
000000	000041		TC 3 USPS 7	1/22/2021		4100-012410-5210-	33.25	25900		POSTAGE	00858 SEAN JETT LETTER
000000	000041		TC 4 OOMA 13	1/22/2021		4100-012110-5250-	45.39	25900		TELECOMMUNICATIONS	00858 TM
000000	000041		TC 4 OOMA 13	1/22/2021		4100-012410-5230-	68.23	25900		TELECOMMUNICATIONS	00858 TH
000000	000041		TC 4 OOMA 13	1/22/2021		4100-031100-5230-	44.98	25900		TELECOMMUNICATIONS	00858 PC
000000	000041		TC 4 OOMA 13	1/22/2021		4100-043100-5230-	22.26	25900		TELECOMMUNICATIONS	00858 PW
000000	000041		TC 4 OOMA 13	1/22/2021		4520-500100-5230-	22.26	25900		TELECOMMUNICATIONS	00858 WWTP
000000	000041		TC 5 ADOBE 1	1/22/2021		4100-012410-6001-	50.97	25900		OFFICE SUPPLIES & PRINTING	00858 2020-12
000000	000041		TC 6 USPS 4	1/22/2021		4100-012410-5210-	7.75	25900		POSTAGE	00858 USA LOAN POSTAGE
000000	000041		TC 7 USPS 7	1/22/2021		4100-012410-5210-	7.75	25900		POSTAGE	00858 POSTAGE
000000	000041		TC 8 AMAZON 6	1/22/2021		4100-043100-7200-	25.80	25900		TOWN HALL EXPENSES	00858 EMERGENCY SHOT OFP
000000	000041		TC 9 VISTARINI 1	1/22/2021		4100-012110-6001-	96.87	25900		OFFICE/METING SUPPLIES & PR	00858 COMMUNCI CARDS
DISC.	TOTAL						.00	EPY PMT TOTAL			

000000 5,421.67 ACH PMT TOTAL .00 CPA PMT TOTAL .00 EPY PMT TOTAL .00 TOTAL 5,421.67

000000 5,421.67 ACH PMT TOTAL .00 CPA PMT TOTAL .00 EPY PMT TOTAL .00 TOTAL 5,421.67

000000 5,421.67 ACH PMT TOTAL .00 CPA PMT TOTAL .00 EPY PMT TOTAL .00 TOTAL 5,421.67

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THE TOTAL 5,421.67 - EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

CHECK#	VEND#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
25901	1110	ARCO CONSTRUCTION, INC	000	1/29/2021	1,142.00	.00
25902	897	CINTAS CORPORATION	000	1/29/2021	13.58	.00
25903	679	DAVID L BROOKS HAULING &	000	1/29/2021	7,461.25	.00
25904	1058	DIAMOND SPRINGS	000	1/29/2021	43.30	.00
25905	546	JOHNSON'S EXTERMINATING	000	1/29/2021	625.00	.00
25906	291	USA BLUE BOOK	000	1/29/2021	46.82	.00
25907	19	VERIZON	000	1/29/2021	7.00	.00
25908	12	WASTE MANAGEMENT	000	1/29/2021	513.87	.00
		CLASS TOTAL			9,852.82	.00
		ACH TOTAL			.00	
		CHECK TOTAL			9,852.82	
		EPY TOTAL			.00	
		FINAL TOTAL			9,852.82	.00

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 THE TOTAL 9,852.82- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE _____ TOWN MANAGER _____

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCTL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	G/L ACCOUNT	DISC.	BATCH INV. DESCRIPTION
0000000	001110	ARCO CONSTRUCTION, INC	3181	1/29/2021		4100-043100-6009-	165.00	25901		EQUIPMENT/ SUPPLIES		00859 VACUUM ATTACHMENT
0000000	001110		3181	1/29/2021		4100-043100-3311-	165.00	25901		VEHICLE MAINT		00859 VACUUM ATTACHMENT
0000000	001110		3182	1/29/2021		4100-043100-3311-	406.00	25901		VEHICLE MAINT		00859 ANGLE IRONS
0000000	001110		3182	1/29/2021		4100-043100-6009-	406.00	25901		EQUIPMENT/ SUPPLIES		00859 ANGLE IRONS
		DISC. TOTAL					.00					1,142.00
		CHECK TOTAL										
0000000	000897	CINCPAS CORPORATION	8404983546	1/29/2021		4520-500100-6011-	13.58	25902		UNIFORMS/ SAFETY EQUIPMENT		00859 FIRST AID
		DISC. TOTAL					.00					13.58
		CHECK TOTAL										
0000000	000679	DAVID L BROOKS HAULING &	23741	1/29/2021		4500-500100-6007-	2,000.00	25903		REPAIR/MAINTENANCE		00859 LEE ST WATER LEAK
		DISC. TOTAL				4500-500100-6007-	5,461.25	25903		REPAIR/MAINTENANCE		00859 POOL & E BROADDUS
		CHECK TOTAL					.00					7,461.25
0000000	001058	DIAMOND SPRINGS	2021-01	1/29/2021		4100-043100-7200-	6.70	25904		TOWN HALL EXPENSES		00859 WWTTP
		DISC. TOTAL				4100-043100-7200-	9.95	25904		TOWN HALL EXPENSES		00859 109 COURTHOUSE LN
		CHECK TOTAL					26.65	25904		MISCELLANEOUS		00859 117 BUTLER ST
		CHECK TOTAL					.00					43.30
0000000	000546	JOHNSON'S EXTERMINATING	2021-01	1/29/2021		4100-031100-3320-	50.00	25905		PROFESSIONAL SERVICES		00859 PC
		DISC. TOTAL				4100-043100-7120-	75.00	25905		PARK MAINTENANCE		00859 PLAYGROUND
		CHECK TOTAL				4100-043100-7200-	65.00	25905		TOWN HALL EXPENSES		00859 TH
		CHECK TOTAL				4100-043100-7200-	10.00	25905		TOWN HALL EXPENSES		00859 109 COURTHOUSE
		CHECK TOTAL				4520-500100-3320-	425.00	25905		PROFESSIONAL SERVICES		00859 WWTTP
		CHECK TOTAL					.00					625.00
0000000	000291	USA BLUE BOOK	469548	1/29/2021		4500-500100-6022-	46.82	25906		WATER TESTING		00859 LIQUID DPD1B 60ML
		DISC. TOTAL					.00					46.82
		CHECK TOTAL										
0000000	000019	VERIZON	BILL MATRIX	1/29/2021		4100-012410-3600-	3.50	25907		LATE FEES & PENALTIES		00859 PAYING ON LINE FEE
		DISC. TOTAL				4100-012410-3600-	3.50	25907		LATE FEES & PENALTIES		00859 FEE TO PAY ONLINE
		CHECK TOTAL					.00					7.00
0000000	000012	WASTE MANAGEMENT	272560002813	1/29/2021		4520-500100-3180-	513.87	25908		SLUDGE REMOVAL		00859 SLUDGE
		DISC. TOTAL					.00					513.87
		CHECK TOTAL					.00					9,852.82
		CHECK TOTAL					.00					9,852.82
		CHECK TOTAL					.00					9,852.82

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 9,852.82- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE _____ TOWN MANAGER _____



TOWN OF BOWLING GREEN TOWN COUNCIL MEETING AGENDA ITEM REPORT

AGENDA ITEM: Schedule Public Hearing - ZP-2021-002

ITEM TYPE: Action Item

PURPOSE OF ITEM: Decision - By Motion

PRESENTER: Melissa Lewis, towntreasurer@townofbowlinggreen.com

PHONE: (804) 633-6212

BACKGROUND / SUMMARY:

Special Use Permit application made by Bowling Green Properties, LLC to convert an existing single-family dwelling into a two-family dwelling at 221 N. Main St., Tax ID# 43A2-10-2. This property is zoned R-1 Residential zoning. Application is in accordance with Section 3-116(3) of the Town Code.

The Planning Commission has scheduled a Public Hearing for its February 22nd meeting.

ATTACHMENTS:

Ad to run in FLS on 2/16 and 2/23
ZP-2021-002 –Special Use Permit Bowling Green Properties, LLC, 221 N. Main St

REQUESTED ACTION:

Schedule Public Hearing for 3/4 Town Council meeting and authorize the Town Manager to advertise.

PUBLIC HEARING

Town of Bowling Green Town Council

The Bowling Green Town Council will conduct a public hearing on Thursday March 4, 2021 at 7:00 PM in the Bowling Green Event Hall, 117 Butler Street. The purpose of the hearing is for Town Council to receive public comment on and consider the following matter:

Special Use Permit application ZP-2021-002 made by Bowling Green Properties, LLC to convert an existing single-family dwelling into a two-family dwelling at 221 N. Main St., Tax ID# 43A2-10-2. This property is zoned R-1 Residential zoning. Application is in accordance with Section 3-116(3) of the Town Code.

The Town Council will take appropriate action after the hearing. The complete application is available for review at Town Hall, 117 Butler Street during normal business hours and online at www.townofbowlinggreen.com. All those wishing to comment on this matter can come to the hearing and be heard. Any person requiring assistance in order to participate in the public hearing is asked to contact the Town Manager at 804-633-6212 ext. 1001 in advance so appropriate arrangements can be made.

Melissa Lewis

Interim Town Manger/Zoning Administrator

Special Use Permit Permit

Town of Bowling Green

117 Butler Street
 Bowling Green, VA 22427
 804-633-6212



Permit Number: ZP-2021-002

Job Location: 221 N MAIN
City,State,Zip: ,
APN: 43A2-10-2
Use Type: Residential
Adjacent Property Notice:
Square Feet: 0
Job Description: 221 N Main St

Permit Type: Special Use Permit
Permit #: ZP-2021-002
Permit Status:
Date Issued: 01/18/2021
Approved Date:

Applicant Name: Bowling Green Properties, LLC
Address: 116 Vance Dr.
City,State,Zip: Fredericksburg, VA 22408
Phone: 540-847-3453
Email:

Owner: BOWLING GREEN PROPERTIES LLC
Address: 116 VANCE DR
City,State,Zip: FREDERICKSBURG, VA 22408
Phone:
Email:

Comments

Fee	Amount	Payment Date	Amount
Special Use Permit/Special Exception	\$750.00	01/18/2021	\$750.00
Total Fee: \$750.00		Total Paid: \$750.00	

It is hereby certified that the above use as shown on the plats and plans submitted with the application conforms with all applicable provisions of the Town of Bowling Green Zoning Ordinance. The issuance of this Permit does not allow the violation of the Town of Bowling Green Zoning Ordinances or other governing Regulations.

01/18/2021

Zoning Administrator

Date

ZP

ZP 2021-002

****This permit shall be posted in a conspicuous place****

PREVIOUS EDITIONS OF THE
FORM ARE OBSOLETE

FORM REVISED:
28 April 2008



Town of Bowling Green Zoning Permit Application

Application is hereby made for a Zoning Permit, and Certificate of Zoning Compliance, in accordance with the description and for the purpose hereinafter set forth. This application is made subject to all local and state laws and ordinances, which are hereby agreed to by the undersigned, and which shall be deemed a condition entering into the exercise of this permit.

Owner	<u>Bowling Green Properties LLC</u>	<u>540-847-3453</u>
	Name	Daytime Telephone Number
	<u>116 VANCE DR, Fredericksburg, VA 22408</u>	
	Mailing Address	

Applicant/Builder	_____	_____
	Name	Daytime Telephone Number
	<input checked="" type="checkbox"/> Same as owner	
	Mailing Address	

Property Information	<u>43A2102</u>	<u>R1</u>
	Tax Map/Parcel Number	Existing Use/Zoning
	<u>221 N. MAIN ST</u>	
	Address/Location (use street names)	
	<u>Two story building with basement + detached garage.</u>	
	Existing Structures (number and type)	

Type of Permit

Please check appropriate box(s)

Residential Commercial

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| <input type="checkbox"/> Single Family | <input type="checkbox"/> Alteration |
| <input type="checkbox"/> Multi-Family No. of units _____ | <input type="checkbox"/> Reroof |
| <input type="checkbox"/> Addition Specify _____ | <input type="checkbox"/> Remodeling |
| <input type="checkbox"/> Accessory Building Less Than 100 Feet Specify _____ | <input type="checkbox"/> Accessory Building More Than 100 Feet Specify _____ |
| <input type="checkbox"/> Commercial/Industrial Structure | <input type="checkbox"/> Verification of Non-Conforming Use |
| <input type="checkbox"/> Sign Permit 30 FT or Less Specify _____ | <input type="checkbox"/> Sign Permit More Than 30 FT Specify _____ |
| <input type="checkbox"/> Zoning Certification Letter | <input type="checkbox"/> Modification/Variance Specify _____ |
| <input checked="" type="checkbox"/> Special Use Permit (<i>Property Owner Notification Required</i>)
Specify <u>Residential - 2 units</u> | <input type="checkbox"/> Administrative Appeal Specify _____ |
| <input type="checkbox"/> Other Specify _____ | |

Water and Sewer

What is your water supply source?

What is your sewage disposal source?

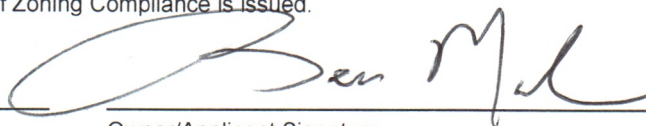
- Municipal Private Well
 Municipal Septic Tank

Certification by Owner/Applicant

I certify that I have the authority to make the foregoing application, that the information given is correct, including any attached plans or drawings, and that all construction will conform with all applicable state, county, and town laws, ordinances, and regulations with regard to zoning, health and building. Failure to do so will automatically render this permit invalid. I understand that two copies of a plot plan (or a plan for signs) must be submitted with this application, that construction requires a building permit Issued by the Caroline County Building Official, that a separate application must be made for water & sewer connections, and that all contractors must register with the Town prior to commencing work. I agree to repair any damages to sidewalks, streets, and utilities caused during this construction. I agree to pay an inspection deposit and notify the Zoning Administrator within ten (10) days of completion of the work for an inspection and issuance of Certificate of Zoning Compliance. Failure to do so may result in the forfeiture of the inspection deposit which in no way relieves me of any obligation to comply with all Town requirements. Land may be used or occupied, and buildings structurally altered or erected may be used or changed in use, only after the Certificate of Zoning Compliance is issued.

1/13/2021

Date



Owner/Applicant Signature

BERN MAHON

ADJACENT PROPERTY OWNERS

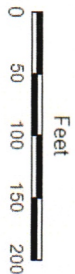
The following are all of the individuals, firms, or corporations owning property adjacent to both sides and rear, and the property in front of (across the street from) the property for which a Single Use Rezoning is requested. **All adjacent property owner information is required to be accurate and complete before the application can be accepted.**

	NAME	STREET ADDRESS
1)	Verizon Bldg.	
	Mailing Address:	
2)	Frazier, Niel & Sierra	111 Davis Ct.
	Mailing Address:	Bowling Green, VA 22427
3)	Treasurer of Bowling Green Baptist Church	225 N. Main St.
	Mailing Address:	Po Box 543 - Bowling Green, VA 22427
4)	Carter, Julian & Joyce	218 N. Main St.
	Mailing Address:	Po Box 1031 Bowling Green, VA 22427
5)	Bise, Gary & Reba	220 N. Main St.
	Mailing Address:	Po Box 783 Bowling Green VA 22427
6)		
	Mailing Address:	
7)		
	Mailing Address:	
8)		
	Mailing Address:	
9)		
	Mailing Address:	
10)		
	Mailing Address:	
11)		
	Mailing Address:	
12)		
	Mailing Address:	
13)		
	Mailing Address:	
14)		
	Mailing Address:	
15)		
	Mailing Address:	

Caroline County, Virginia

- Legend**
- County Boundary
 - Parcels
 - Roads (12,000)
 - Interstate
 - US Highway Primary
 - State Highway Primary
 - Secondary
 - Secondary - 0
 - Null
 - Roads - Back (12,000)
 - Interstate
 - US Highway Primary
 - State Highway Primary
 - Secondary
 - Secondary - 0
 - Null
 - Road Labels

Map printed from Caroline
<http://caroline.mapsdirect.net/>



Title:

DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and Caroline County is not responsible for its accuracy or how current it may be.

Date: 10/16/2020



**TOWN OF BOWLING GREEN
TOWN COUNCIL MEETING
AGENDA ITEM REPORT**

AGENDA ITEM: Solid Waste Collection – Request for Bid

ITEM TYPE: Consent Agenda

PURPOSE OF ITEM: Decision - By Motion

PRESENTER: Melissa Lewis, towntreasurer@townofbowlinggreen.com

PHONE: (804) 633-6212

BACKGROUND / SUMMARY:

The current Solid Waste Collection contract with Waste Management will expire on 6/30/2021, no further extensions of the existing contract will be granted. A new contract must be negotiated.

ATTACHMENTS:

Request for Bid Ad
Bid Sheet

REQUESTED ACTION:

Motion to authorize Town Manger to advertise Requests for Bids for Solid Waste Collection.

Solid Waste Collection Services Request for Bids

The Town of Bowling Green, Virginia is seeking bids from qualified firms for the collection of trash and recyclables. Solid waste collection firms qualified to perform the work outlined in this document shall submit proposals in accordance with the attached request. Sealed proposals must be received by the Town by 2:00 p.m., Monday, March 15, 2021. Three (3) copies of all proposal submittals must be sent to: Melissa Lewis, Acting Town Manager, Town of Bowling Green, 117 Butler Street (UPS, FedEx, or private courier), P.O. Box 468 (if sent via USPS), Bowling Green, Virginia 22427. Public opening will be at Town Hall located at 117 Butler Street, Bowling Green, VA 22247.

Current customers served:

Residential service:

- 96-gallon cart service to 375 customers; and
- 96-gallon single stream recycling toters to 375 customers.

Commercial customers:

- 6 with 2-yard dumpsters,
- 6 with 4-yard dumpsters
- 3 with 6-yard dumpsters
- 4 with 8-yard dumpsters

All inquiries for bid information should be directed to: Melissa Lewis, Acting Town Manager, telephone 804-633- 6212 ext. 1001 or townmanager@townofbowlinggreen.com.

Solid Waste Collection Services Request for Bids

PRICE SCHEDULE

Instructions: Offerors are required to provide a bid on the shaded items in the tables shown below. Any exceptions, comments, variations, etc. for a specific bid item should be detailed in the “Notes” section in the tables. If more space is needed beyond the tables provided, please attach additional separate sheets.

Trash Collection Services

Item	Description	Bid Price (price per customer per month)
	Residential	
1	Weekly curbside collection of refuse using contractor-provided totes for each household and transport to a landfill.	\$
2	Weekly collection of recyclables and transport to a recycling facility (single-stream collection) using contractor-provided totes for each household.	\$
	Recycling: Alternative A	
3	Bi-weekly collection of recyclables and transport to a recycling facility (single-stream collection). using contractor-provided totes for each household.	\$
4	Weekly collection of recyclables and transport to a recycling facility (separated at the curb) using contractor-provided totes for each household.	\$
5	Bi-weekly collection of recyclables and transport to a recycling facility (separated at the curb) Bi-weekly collection of recyclables and transport to a recycling facility (separated at the curb).	\$
	Commercial*	Bid Price (price per cubic yard of waste Per customer per month)
6	Weekly collection of refuse using contractor-provided dumpsters or totes for each location and transport to a landfill.	\$
<p>Contract rates will be firm for the first two years and then will increase by____% at the beginning of the third year and remain firm for the third and fourth year. * Commercial businesses are not required to use our service. Notes:</p>		

Solid Waste Collection Services Request for Bids

The terms and condition contained in the attached proposed contract are agreeable.

Submitted By:

Legal Name of Firm

Address of Firm

Signature **Title**

Printed Name **Date**

Telephone/Fax **Email**

Solid Waste Collection Services Request for Bids

**PROPOSED AGREEMENT FOR SOLID WASTE AND RECYCLING
COLLECTION SERVICES**

THIS AGREEMENT is dated as of the 1st day of July 2021, by and between the Town of Bowling Green, a municipal corporation of the Commonwealth of Virginia (hereinafter referred to as Town) and (Name of your company), a Virginia corporation (hereinafter referred to as (Name of your company)).

That in and for consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

ARTICLE I. WORK.

(Name of your company) shall complete all work as specified or indicated in the Contract Documents. The Work is general described as follows:

- 1.1 (Name of your company) shall provide all labor and equipment to conduct once weekly collection of residential and light commercial (municipal) solid waste within the corporate limits of the Town AND weekly collection and sorting of recyclable waste.
- 1.2 (Name of your company) shall collect at each collection all refuse acceptable for collection under Section 5-313 of the Code of the Town of Bowling Green, Virginia (hereinafter referred to as Code) including but not limited to garbage, food containers, paper, cloth, floor covering, rubber, leather, toys, small appliances, newspapers, magazines, cardboard, yard and garden trimmings (includes bagged leaves), and items of wood, metal and plastic that are placed in the (Name of your company) provided containers. Also (Name of your company) shall collect Christmas trees for two weeks following Christmas.
- 1.3 Refuse unacceptable for collection under Section 5-314 of the Code shall include building materials, brick, masonry, drywall, dirt, structural lumber, furniture, mattresses and bed springs, large appliances, tires, automotive batteries and parts, sheet metal, animal carcasses, human and animal waste, and hazardous substances such as poisons, acids, caustics, explosives, and containers of flammable liquids.
- 1.4 Refuse collection shall be made on Thursdays between the hours of 7 a.m. and 5 p.m. All nonrecyclable waste shall be disposed of at the (Name of your company) or at such other place as the parties may agree to in writing. (Name of your company) may levy additional charges directly to customers requesting to use optional large capacity refuse containers, although no customer shall be required to use such container.

Solid Waste Collection Services Request for Bids

- 1.5 Recyclable collection shall be made from contractor provided containers at the curbside. Recyclable waste shall be properly disposed of. Recyclable disposal shall be at the discretion of (Name of your company) in accordance with applicable State and Local laws and regulations.

ARTICLE II. PERFORMANCE STANDARDS.

- 2.1 (Name of your company) shall complete all collection activities in a prompt and courteous manner.
- 2.2 (Name of your company) shall complete all collection activities in a neat and orderly manner.
- 2.3 (Name of your company) shall generally begin collection during morning hours, but in no case shall collection begin prior to 7:00 a.m.
- 2.4 (Name of your company) shall collect from all publicly maintained trash cans, and all residences and business other than those, which have been approved by the Town to “opt out” of service, or are considered “heavy commercial” business. (Name of your company) may at its discretion enter into and provide services for said businesses who are considered “heavy commercial” or who have “opted out” of the services provided by the Town. The interpretation of this Section shall be consistent with the Code.
- 2.5 In the event that (Name of your company) fails to collect from any customer during the time of collection on a scheduled collection day, (Name of your company) will return to make the collection provided that (Name of your company) is notified by the Town by 4:00 p.m. on that day. If (Name of your company) fails to return on that day, or if notification of a missed collection is not provided by 4:00 p.m., then (Name of your company) will return and make the collection on the following business day.
- 2.6 (Name of your company) shall maintain collection vehicles in a safe and properly working manner so as to provide for safe and efficient operation and to avoid leaks and spills of refuse or mechanical fluids. (Name of your company) shall ensure that vehicles are maintained according to standards of cleanliness as may reasonably be required by the Town. Spills and leaks from collection vehicles shall be immediately cleaned from streets, alleys and driveways. Vehicles shall at all times comply with applicable state and local inspection and licensing requirements.
- 2.7 (Name of your company) shall maintain adequate records indicating the time and date of collection operations, the weight of refuse collected, and the weight by category of collected recyclables. Reasonable requests by Town to verify weight collected shall be honored by (Name of your company).

Solid Waste Collection Services Request for Bids

ARTICLE III. CONTRACT TERMS.

The term of this agreement shall be for a period of four (4) years commencing on July 1, 2021 and concluding on June 30, 2025.

ARTICLE IV. CONTRACT PRICE.

(This section will be changed to reflect the winning Bid)

In consideration of the services herein mentioned, Town agrees to pay (Name of your company) a monthly amount of at the rate of \$____per unit for residential collection (96-gallon cart service) and \$____per unit for residential single stream recycling collection (96-gallon cart service). Commercial collection is at a rate of \$____per cubic yard per month for commercial front-end load dumpster service at commercial businesses.

Contract rates will be firm for the first two years and then will increase by____% at the beginning of the third year and remain firm for the third and fourth year.

ARTICLE V. PAYMENT PROCEDURES.

- 5.1 Payment shall be made in equal monthly installments upon presentation of a bill for services to the Town Treasurer. Bills should be presented on or before the 25th of every month for approval and payment on the first Thursday of the next month.
- 5.2 If during any month (Name of your company) fails to provide work in accordance with this agreement, the Town may reduce the amount of payment by an amount proportional to the reduction in work performed by (Name of your company) , or by an amount equivalent to the actual cost of replacement collection service, whichever is greater.

ARTICLE VI. CONTRACTORS REPRESENTATIONS.

- 6.1 (Name of your company) has examined and carefully studied the Contract Documents.
- 6.2 (Name of your company) has visited the Town and environs and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of work.

Solid Waste Collection Services Request for Bids

6.3 (Name of your company) is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing or the work.

6.4 (Name of your company) will comply with all federal, state and local laws and regulations.

ARTICLE VII. CONTRACT DOCUMENTS.

7.1 The Contract Documents which comprise of the entire agreement between the Town and (Name of your company) concerning the work of the following:

- A. This Agreement;
- B. Article 3, Division 2 of the Code of the Town of Bowling Green;
- C. Certificate of Insurance; and
- D. Contractor's Proposal documents.

The above documents are hereby attached to this agreement and incorporated hereto. There are no other contract documents other than those listed above.

7.2 The agreement between the parties may only be amended, modified, or supplemented pursuant to Article 8 of this Contract.

ARTICLE VIII. AMENDMENTS.

8.1 This agreement may be amended to provide for additions, deletions and revisions in writing and by mutual consent of the parties.

8.2 After the first 12 months either party to this Agreement may request to renegotiate the contract price and the other party shall not delay in accommodating a reasonable and justifiable Amendment to the contract price in accordance with section 8.1. Any amendments to contract price must be finalized by April 1 of each year for incorporation into the Towns next FY budget.

Solid Waste Collection Services Request for Bids

8.3 Should the Code of the Town of Bowling Green, Virginia (Code) be amended in such a way that the nature of the work is substantially and/or materially altered, (Name of your company) may seek to amend the terms of this agreement, inclusive of consideration.

ARTICLE IX. INSURANCE AND INDEMNIFICATION.

9.1 (Name of your company) shall defend, indemnify and hold harmless the Town from any claim, loss, liability, cost or expense that results from (Name of your company)’s activities if said claim, loss, liability, cost or expense is the result of (Name of your company)’s negligent acts and/or omissions.

9.2 Town shall defend, indemnify and hold harmless (Name of your company) from any claim, loss, liability, cost or expense that results from Town’s activities if said claim, loss, liability, cost or expense is the result of Town’s negligent acts and/or omissions.

9.3 (Name of your company) shall defend, indemnify and hold harmless the Town from any claim, loss, liability, cost or expense that results from Town’s breach of this Agreement.

9.4 Town shall defend, indemnify and hold harmless (Name of your company) any claim, loss, liability, cost or expense that results from Town’s breach of the Agreement.

9.5 (Name of your company) shall carry general commercial liability insurance, motor vehicle insurance and worker’s compensation insurance in an amount mutually acceptable to the parties herein. Certificates of the aforesaid insurance shall be filed with the Town annually. The Town shall be named as an additional insured on all policies pertaining to the work in this agreement.

9.6 (Name of your company) shall not be held responsible for damage to private roads, alleys and/or driveways if (Name of your company)’s vehicles are required to utilize the same in the performance of the collection duties.

ARTICLE X. WARRANTY.

10.1 (Name of your company) warrants that this work will be performed in accordance with the Contract documents and accepted industry standards.

Solid Waste Collection Services Request for Bids

- 10.2 Whenever the Town believes that (Name of your company) is not meeting the obligations of this agreement, the Town will notify (Name of your company) in writing. (Name of your company) shall have ten (10) days to respond to the Town's notice. The response shall be in writing and shall explain why (Name of your company) disagrees with the Town or explain how the obligations of this agreement will be met or how the complaint will be resolved.

ARTICLE XI. EQUAL OPPORTUNITY.

(Name of your company) shall conform with Section 11-51 of the Code of Virginia (1950) as amended, pertaining to nondiscrimination in employment and the workplace.

ARTICLE XII. MISCELLANEOUS.

- 12.1 The parties agree that there shall not be any third-party beneficiaries of this agreement.
- 12.2 If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be modified consistent with the original intent of the parties so as to be enforceable, and the remainder of the Agreement shall remain in full force and effect.
- 12.3 If any portion of this Agreement is in conflict with the Code, the Code shall supersede and control the relationship between the parties. If any portion of this Agreement is in conflict with any other contract document, this Agreement shall supersede.

Solid Waste Collection Services Request for Bids

IN WITNESS HEREOF, the Town and (Name of your company) have affixed the signatures of their duly authorized representatives. All portions of the Contract Documents have been identified and acknowledged by the Town and (Name of your company).

TOWN OF BOWLING GREEN, VIRGINIA (Name of your company)

BY _____

BY _____

TITLE _____

TITLE _____

DATE _____

DATE _____



TOWN OF BOWLING GREEN TOWN COUNCIL MEETING AGENDA ITEM REPORT

AGENDA ITEM: Utility Relief Funds Memorandum of Understanding

ITEM TYPE: Consent Agenda

PURPOSE OF ITEM: Decision - By Motion

PRESENTER: Melissa Lewis, towntreasurer@townofbowlinggreen.com

PHONE: (804) 633-6212

BACKGROUND / SUMMARY:

Caroline County served as the fiscal agent in receiving the Town's Utility Relief Funds from Dept. of Housing and Community Development. To receive the funds from Caroline County we must enter into a Memorandum of Understanding ensuring that the funds will be dispersed in accordance with DHCD regulations.

ATTACHMENTS:

MOU

REQUESTED ACTION:

Motion to adopt MOU and authorize Town Manager to sign.

**MEMORANDUM OF UNDERSTANDING FOR
COVID-19 MUNICIPAL UTILITY RELIEF PROGRAM IMPLEMENTATION**

THIS MEMORANDUM OF UNDERSTANDING FOR COVID-19 MUNICIPAL UTILITY RELIEF PROGRAM IMPLEMENTATION (this “Memorandum”) is made and entered into the 7th day of December, 2020, by and between the **COUNTY OF CAROLINE, VIRGINIA** (the “Locality”), and the **TOWN OF BOWLING GREEN, VIRGINIA** (the “Town”) (each a “Party” and jointly the “Parties”).

RECITALS

A. Federal CARES Act Funds. In response to the COVID-19 pandemic disaster, the United States federal government enacted the Coronavirus Aid, Relief, and Economic Securities Act of 2020 (“CARES Act”) to provide funding for numerous programs to address the COVID-19 pandemic disaster, including \$150 billion in assistance to states, local, territorial, and tribal governments for direct impacts of the COVID-19 pandemic disaster through the establishment of the Coronavirus Relief Fund (“CRF”). The Commonwealth of Virginia received approximately \$3.1 billion as its share.

B. Federally Authorized Uses. Section 5001 of the CARES Act provides that the CRF may be used by state and local governments to cover costs that: (i) are necessary expenditures incurred due the public health emergency with respect to COVID-19; (ii) were not accounted for in the budget most recently approved as of March 27, 2020 for the Locality (except as may be permitted by the CRF guidelines established by the United States Department of the Treasury); and (iii) were incurred during the period that begins March 1, 2020, and ends on December 30, 2020.

C. Virginia’s Utility Relief Program. Consistent with the CARES Act, in November 2020 the General Assembly passed and Governor Northam signed into law the 2020 Special Session I Amendments to the 2020 Appropriation Act. Item 479.10 of this legislation appropriates \$100 million from the Commonwealth’s CARES Act CRF allocation to establish a COVID-19 Utility Relief Program (“Program”) and help provide direct assistance to utility customers with accounts over 30 days in arrears.

D. Town’s CRF Award. As a water and/or wastewater service provider and eligible “municipal utility” within the meaning of the Program, the Town has applied to the State Corporation Commission (“SCC”) for a suballocation of the appropriated funds for the purpose of providing direct assistance to its customers in accordance with applicable federal and state laws, regulations and guidance (“CRF Rules”). The SCC and/or the Virginia Department of Housing and Community Development (“DHCD”) has issued an award letter to Town (Exhibit A hereto) committing to funding assistance for eligible customers of the Town in a specified amount (“Town CRF Funds”).

E. Local Implementation. The Locality and the Town desire to collaborate for the timely, effective and efficient implementation of the Program and provision of assistance to their eligible utility customers in accordance with the CRF Rules. The DHCD is responsible for assisting

the SCC in the implementation of the Program and passing along awarded CRF funding to municipal utilities. On November 24, 2020, DHCD issued a guidance memorandum providing additional information on the COVID-19 Municipal Utility Relief Program (“DHCD Guidance”), which requires that the award to the Town be disbursed through a partnering city or county serving as the fiscal agent with the Virginia Department of Accounts (“DOA”). The Locality is willing to serve as the required fiscal agent to facilitate assistance to eligible customers experiencing economic hardship due to the COVID-19 pandemic.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth in this Memorandum, including the recitals set forth above which are a material part of this Memorandum, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Fiscal Agent. The Locality agrees to act as the Town’s fiscal agent as required by DHCD for the limited purpose of this Program.
2. Joint Certification. The Locality, in its capacity as fiscal agent, agrees to make the certification required by DHCD substantially in the form as shown in Exhibit B hereto (or any modification thereto made by DHCD and found to be agreeable by the Locality).
3. Funds Pass-Through. The Locality agrees to transfer the Town CRF Funds to the Town promptly upon the Locality’s receipt of such funds from DOA.
4. Compliance and Recordkeeping by Town. The Town agrees to comply with all applicable CRF Rules and maintain records of its expenditures of the Town CRF Funds for a period of five years and provide the Locality with copies of such records at no expense upon its request.
5. Repayment and Indemnification by Town. If the United States or the Commonwealth lawfully requires repayment of some or all of the Town CRF Funds, the Town agrees to repay such amount to the Locality (or directly to the United States or the Commonwealth as applicable) for such purpose within twenty (20) days of any such requirement. In addition, Town agrees to indemnify and hold the Locality harmless from any liability to the United States or the Commonwealth resulting from any act or omission of the Town in its administration of the Town CRF Funds, including as a result of any violation by the Town of the CRF Rules. In the event that any suit or proceeding is brought against the Locality by the United States or the Commonwealth, the Town, upon notice given to it by the Locality, will pay all costs of defending the Locality in any such action or other proceeding, including attorney’s fees. In the event of any settlement or any final judgment being awarded against the Locality, either independently or jointly with the Town, the Town will pay such settlement or judgment in full, pay all costs and expenses thereof, and hold the Locality harmless therefrom. The Town shall bear no responsibility for the acts or omissions of the Locality or its officers or employees.
6. Return of Unexpended Town CRF Funds. If all of the Town CRF Funds are not expended to assist utility customers by any applicable deadline under the Program such that Town is obligated to return unexpended funds to the Commonwealth, the Town and the Locality shall

coordinate to accomplish the return of such funds in a timely manner in accordance with the CRF Rules.

7. Acknowledgment of Required Information. In accordance with the DHCD Guidance and related federal requirements for pass-through entities (2 C.F.R. §200.332), Town hereby acknowledges receipt of Exhibit C hereto and the additional information set forth therein.

8. Further Cooperation. The Parties shall continue to cooperate with each other as reasonably necessary to confirm or bring about the transfers contemplated by this Agreement.

9. Term. This Memorandum shall be in effect from the date on which it is executed by the Parties through June 30, 2021.

10. Governing Law; Severability. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia. If any word or provision of this Agreement as applied to any Party or to any circumstance is adjudged by a court to be invalid or unenforceable, the same shall in no way affect any other circumstance or the validity or enforceability of any other word or provision.

11. Entire Agreement; Amendments. This Agreement contains the entire integrated agreement between the Parties as to the subject matter hereof and supersedes all previous written and oral negotiations, commitments, proposals and writings. No amendments may be made to this Agreement except by a writing signed by both Parties.

12. Counterparts; Signatures; Copies. This Agreement may be executed in counterparts, both of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or scanned signature may substitute for and have the same legal effect as an original signature. Any copy of this executed Agreement made by photocopy, facsimile or scanner shall be considered the original for all purposes.

13. Authorization. Each Party represents that its execution, delivery and performance under this Agreement have been duly authorized by all necessary action on its behalf, and do not and will not violate any provision of its charter or enabling legislation or result in a material breach of or constitute a material default under any agreement, indenture, or instrument of which it is a party or by which it or its properties may be bound or affected.

*[The remainder of this page is intentionally left blank.
Signatures appear on the following page.]*

IN WITNESS WHEREOF, the Parties hereto have caused the execution of this Memorandum of Understanding as of the date first written above.

TOWN OF BOWLING GREEN

By: _____ (SEAL)
Melissa Lewis
Interim Town Manager

COUNTY OF CAROLINE, VIRGIINIA

By: _____ (SEAL)
Charles M. Culley, Jr.
County Administrator

Director of Finance
Caroline County

Approved as to form:

County Attorney

[END OF SIGNATURES]

**MEMORANDUM OF UNDERSTANDING
FOR MUNICIPAL UTILITY RELIEF PROGRAM IMPLEMENTATION**

EXHIBIT A

CRF Award Letter

**MEMORANDUM OF UNDERSTANDING
FOR MUNICIPAL UTILITY RELIEF PROGRAM IMPLEMENTATION**

EXHIBIT B

DHCD Joint Certification Form

**MEMORANDUM OF UNDERSTANDING
FOR MUNICIPAL UTILITY RELIEF PROGRAM IMPLEMENTATION BETWEEN**

EXHIBIT C

Pass-Through Information Requirements

The following pass-through information requirements pertaining the subaward to Town (i.e., the Locality's transfer of the Town CRF Funds) are set forth below in satisfaction of 2 C.F.R. §200.332 and as directed by the DHCD Guidance. The Federal Award Identification for funds (subaward) addressed by this Memorandum is the Federal Coronavirus Aid, Relief and Economic Security Act (CARES Act) / Coronavirus Relief Fund.

- (i) Subrecipient's Name: Town of Bowling Green
- (ii) Subrecipient's Unique Entity Identifier: 090607081
- (iii) Federal Award Identification Number: CFDA 21.019 – Coronavirus Relief Funds
- (iv) Federal Award Date: December 7, 2020
- (v) Subaward Period of Performance Start and End Date:
Start Date is Date of this Memorandum; January 29, 2021
- (vi) Subaward Budget Period Start and End Date:
Start Date is Date of this Memorandum; January 29, 2021
- (vii) Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient: \$4,154.69
- (viii)** Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Financial Obligation: \$4,154.69
- (ix) Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity: \$ 4,154.69
- (x) Federal Award Project Description, as Required to be Responsive to the Federal Funding Accountability and Transparency Act (FFATA): Coronavirus Relief Fund: Municipal Utility Relief Program to Assist Customers
- (xi) (A) Name of Federal Awarding Agency: U.S. Treasury Department
(B) Name of Pass-Through Entity: Caroline County
(C) Contact Information for Awarding Official of the Pass-Through Entity:
Charles M. Culley, Jr., County Administrator

- (xii) Assistance Listings Number and Title (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement):
CFDA Number and Title: 21.09, Coronavirus Relief Funds

- (xiii) Identification of Whether the Award is R&D
Not R&D Award

- (xiv) Indirect Cost rate for the Federal Award (including if the de minimis rate is charged) per §200.414:
N/A (no indirect costs can be charged by county/city or municipal utility)



**TOWN OF BOWLING GREEN
TOWN COUNCIL MEETING
AGENDA ITEM REPORT**

AGENDA ITEM: Reschedule Work Session for Proposed Admin Restructure

ITEM TYPE: Action Item

PURPOSE OF ITEM: Decision - By Motion

PRESENTER: Melissa Lewis, towntreasurer@townofbowlinggreen.com

PHONE: (804) 633-6212

BACKGROUND / SUMMARY:

Reschedule the work session to discuss the proposed administrative staff restructuring.

Preferred date is Wednesday February 10th at 7:00 P.M.

ATTACHMENTS:

None

REQUESTED ACTION:

Motion to schedule a work session for 7:00 p.m. on Wednesday February 10th to discuss the proposed administrative staff restructuring.



**TOWN OF BOWLING GREEN
TOWN COUNCIL MEETING
AGENDA ITEM REPORT**

AGENDA ITEM: Adopt Police Policies
ITEM TYPE: Action Item
PURPOSE OF ITEM: Decision - By Motion
PRESENTER: Andrea Erard, Town Attorney
PHONE: (804) 633-6212

BACKGROUND / SUMMARY:

New legislation passed requires that law enforcement update the following Police Policies:

2-06 Response to Resistance

2-10 Duty to Intervene

ATTACHMENTS:

- Memo from Virginia Risk Sharing Association (VRSA)
- Policies will be provided by Town Attorney

REQUESTED ACTION:


Motion to adopt Police Policies :

2-06 Response to Resistance

2-10 Duty to Intervene

Date: November 23, 2020

To: VRSA Police Chiefs

From: Gary M. Dillon, Public Safety Specialist 

Re: President's Executive Order No. 13929

On June 16, 2020, President Trump issued Executive Order 13929, *Standards for Certification on Safe Policing for Safe Communities*. As a part of that Executive Order, any agency wishing to receive Federal discretionary funding must be certified as compliant with two (2) mandatory safe policing principles:

1. Use of force policies that adhere to all federal, state, and local laws, and
2. A policy prohibiting the use of chokeholds, except where deadly force is allowed by law.

The Virginia Department of Criminal Justice Services provided guidance to affected agencies last week and those documents are attached to this memo package for your convenience.

VRSA recently adopted the International Association of Chiefs of Police *National Consensus Policy on Use of Force*, after making minor modifications to clearly apply the requirements of the Executive Order to the policy. The policy has been placed in the VRSA sample policy format with appropriate VLEPSC citations and footnotes added. In addition to the two mandatory principles, six of the eight suggested principles have also been referenced in the policy. The new policy, renamed *Response to Resistance*, is included in this package as well as the VRSA *Duty to Intervene* sample policy that we published in May 2020. The principle referencing No-Knock warrants will be addressed in our Search Warrants sample policy after the General Assembly's regular session.

Lastly, to comply with the principle referencing training protocols on use of force and de-escalation, we recommend that you contact your law enforcement academy of record for guidance.

If we can be of further assistance to you or your agency, please do not hesitate to contact me at 804-237-7326 or gdillon@vrsa.us

Package Contents:

VRSA Memo

DCJS/VLEPSC Memo

Standards for Certification on Safe Policing for Safe Communities

Safe Policing for Safe Communities Fact Sheet

VRSA Sample Policy – *Duty to Intervene*

VRSA Sample Policy – *Response to Resistance*

VIRGINIA ACTS OF ASSEMBLY -- 2020 SPECIAL SESSION I

CHAPTER 35

An Act to amend the Code of Virginia by adding in Title 19.2 a chapter numbered 7.1, consisting of sections numbered 19.2-83.3, 19.2-83.4, and 19.2-83.5, relating to law-enforcement officers; prohibition on the use of neck restraints.

[H 5069]

Approved October 28, 2020

Be it enacted by the General Assembly of Virginia:

1. That the Code of Virginia is amended by adding in Title 19.2 a chapter numbered 7.1, consisting of sections numbered 19.2-83.3, 19.2-83.4, and 19.2-83.5, as follows:

CHAPTER 7.1.

LAW-ENFORCEMENT OFFICER CONDUCT DURING AN ARREST OR DETENTION.

§ 19.2-83.3. Definitions.

As used in this chapter, unless the context requires a different meaning:

"Neck restraint" means the use of any body part or object to attempt to control or disable a person by applying pressure against the neck, including the trachea or carotid artery, with the purpose, intent, or effect of controlling or restricting the person's movement or restricting the person's blood flow or breathing, including chokeholds, carotid restraints, and lateral vascular neck restraints.

§ 19.2-83.4. Prohibited practices for law-enforcement officers during an arrest or detention.

The use of a neck restraint by a law-enforcement officer is prohibited unless the use of a neck restraint is immediately necessary to protect the law-enforcement officer or another person.

§ 19.2-83.5. Penalties for violations of this chapter.

In addition to any other penalty authorized by law, any law-enforcement officer who knowingly violates the provisions of this chapter shall be subject to disciplinary action, including dismissal, demotion, suspension, or transfer of the law-enforcement officer or decertification as provided in subsection D of § 15.2-1707.

NOTE:

This General Order is for internal use only and does not enlarge an Officer's civil or criminal liability in any way. It should not be construed as the creation of a higher standard of safety or care in an evidentiary sense, with respect to third party claims. Violations of this directive, if proven, can only form the basis of a complaint by this Department, and then only in a non-judicial administrative setting.

I. POLICY:

It is the policy of the Town of Bowling Green to value and preserve human life. Officers shall use only the force that is objectively reasonable to effectively bring an incident under control, while protecting the safety of the officer and others. Officers shall use force only when no reasonably effective alternative appears to exist and shall use only the level of force which a reasonably prudent officer would use under the same or similar circumstances.

The decision to use force “requires careful attention to the facts and circumstances of each particular case, including the severity of the crime at issue, whether the suspect poses an immediate threat to the safety of the officer or others, and whether he is actively resisting arrest or attempting to evade arrest by flight.”

In addition, “the ‘reasonableness’ of a particular use of force must be judged from the perspective of a reasonable officer on the scene, rather than with the 20/20 vision of hindsight...the question is whether the officers’ actions are ‘objectively reasonable’ in light of the facts and circumstances confronting them.”¹

This policy is to be reviewed annually and any questions or concerns should be addressed to the immediate supervisor for clarification.

II. PURPOSE:

The purpose of this policy is to provide law enforcement officers with guidelines for the use of less lethal and deadly force.

III. DEFINITIONS:

- A. **CHOKES HOLD:** A physical maneuver that restricts an individual’s ability to breathe for the purposes of incapacitation. This does not include vascular neck restraints.
- B. **DEADLY FORCE:** Any use of force that creates a substantial risk of causing death or serious bodily injury.
- C. **DE-ESCALATION:** Taking action or communicating verbally or non-verbally during a potential force encounter in an attempt to stabilize the situation and reduce the immediacy of the threat so that more time, options, and resources can be called upon to resolve the situation without the use of force or with a reduction in the force

¹ *Graham v. Connor*, 490 U.S. 386 (1989).

necessary. De-escalation may include the use of such techniques as command presence, advisements, warnings, verbal persuasion, and tactical repositioning.

- D. **EXIGENT CIRCUMSTANCES:** Those circumstances that would cause a reasonable person to believe that a particular action is necessary to prevent physical harm to an individual, the destruction of relevant evidence, the escape of a suspect, or some other consequence improperly frustrating legitimate law enforcement efforts.²
- E. **LESS-LETHAL FORCE:** Any use of force other than that which is considered deadly force that involves physical effort to control, restrain, or overcome the resistance of another.
- F. **NECK RESTRAINT:** means the use of any body part or object to attempt to control or disable a person by applying pressure against the neck, including the trachea or carotid artery, with the purpose, intent, or effect of controlling or restricting the person's movement or restricting the person's blood flow or breathing, including chokeholds, carotid restraints, and lateral vascular neck restraints.³
- G. **OBJECTIVELY REASONABLE:** The determination that the necessity for using force and the level of force used is based upon the officer's evaluation of the situation in light of the totality of the circumstances known to the officer at the time the force is used and upon what a reasonably prudent officer would use under the same or similar situations.
- H. **SERIOUS BODILY INJURY:** Injury that involves a substantial risk of death, protracted and obvious disfigurement, or extended loss or impairment of the function of a body part or organ.
- I. **WARNING SHOT:** Discharge of a firearm for the purpose of compelling compliance from an individual, but not intended to cause physical injury.

IV. PROCEDURES:

A. General Provisions

1. When it is objectively reasonable that a subject is fully in law enforcement's control, then the force must terminate.⁴
2. Physical force shall not be used against individuals in restraints, except as objectively reasonable to prevent their escape or prevent imminent bodily injury to the individual, the officer, or another person. In these situations, only the minimal amount of force necessary to control the situation shall be used.
3. Once the scene is safe and as soon as practical, an officer shall provide appropriate medical care consistent with his or her training to any individual who has visible injuries, complains of being injured, or requests medical attention. This

² Based on the definition from *United States v. McConney*, 728 F.2d 1195, 1199 (9th Cir.), cert. denied, 469 U.S. 824 (1984).

³ Va. Code §19.2-83.3.

⁴ Section 2 of Executive Order No. 13929, III, A, i

may include providing first aid, requesting emergency medical services, and/or arranging for transportation to an emergency medical facility.⁵

4. An officer has a duty to intervene to prevent or stop the use of excessive force by another officer when it is safe and reasonable to do so.⁶
5. All uses of force shall be documented and investigated pursuant to this agency's policies.

B. De-escalation

1. An officer shall use de-escalation techniques and other alternatives to higher levels of force consistent with his or her training whenever possible and appropriate before resorting to force and to reduce the need for force.
2. Whenever possible and when such delay will not compromise the safety of the officer or another and will not result in the destruction of evidence, escape of a suspect, or commission of a crime, an officer shall allow an individual time and opportunity to submit to verbal commands before force is used.

C. Use of Less-Lethal Force

1. When de-escalation techniques are not effective or appropriate, an officer may consider the use of less-lethal force to control a non-compliant or actively resistant individual. An officer is authorized to use agency-approved, less-lethal force techniques and issued equipment:
 - a. to protect the officer or others from immediate physical harm,
 - b. to restrain or subdue an individual who is actively resisting or evading arrest, or
 - c. to bring an unlawful situation safely and effectively under control.

D. Use of Deadly Force

1. An officer is authorized to use deadly force when it is objectively reasonable under the totality of the circumstances. Use of deadly force is justified when one or both of the following apply:
 - a. to protect the officer or others from what is reasonably believed to be an immediate threat of death or serious bodily injury.
 - b. to prevent the escape of a fleeing subject when the officer has probable cause to believe that the person has committed, or intends to commit a felony involving serious bodily injury or death, and the officer reasonably believes that there is an imminent risk of serious bodily injury or death to the officer or another if the subject is not immediately apprehended.

⁵ Section 2 of Executive Order No. 13929, III, A, iv

⁶ Section 2 of Executive Order No. 13929, III, A, ii. See VRSA Sample Policy 2-10 - Duty to Intervene

2. When reasonably practical, the officer shall identify themselves as a law enforcement officer and give a verbal warning of their intent to use deadly force.⁷⁸
3. Deadly Force Restrictions
 - a. Deadly force should not be used against persons whose actions are a threat only to themselves or property.
 - b. Warning shots are inherently dangerous. Therefore, a warning shot must have a defined target and shall not be fired unless:⁹
 - i. the use of deadly force is justified;
 - ii. the warning shot will not pose a substantial risk of injury or death to the officer or others; and
 - iii. the officer reasonably believes that the warning shot will reduce the possibility that deadly force will have to be used.
 - c. Firearms shall not be discharged at a moving vehicle unless:¹⁰
 - i. a person in the vehicle is threatening the officer or another person with deadly force by means other than the vehicle; or
 - ii. the vehicle is operated in a manner deliberately intended to strike an officer or another person, and all other reasonable means of defense have been exhausted (or are not present or practical), which includes moving out of the path of the vehicle.
 - d. Firearms shall not be discharged from a moving vehicle except in exigent circumstances. In these situations, an officer must have an articulable reason for this use of deadly force.
 - e. Choke holds are prohibited unless deadly force is authorized.¹¹
 - f. The use of a neck restraint by a law-enforcement officer is prohibited unless the use of a neck restraint is immediately necessary to protect the law-enforcement officer or another person.¹²

E. Training

1. All officers shall receive training, at least annually, on this agency's use of force policy and related legal updates.
2. In addition, training shall be provided on a regular and periodic basis and designed to:
 - a. provide techniques for the use of and reinforce the importance of de-escalation;
 - b. simulate actual shooting situations and conditions; and

⁷ Section 2 of Executive Order No. 13929, III, A, v.

⁸ *Tennessee v. Garner*, 471 U.S. 1 (1985).

⁹ Section 2 of Executive Order No. 13929, III, A, vii

¹⁰ Section 2 of Executive Order No. 13929, III, A, vi

¹¹ Section 2 of Executive Order No. 13929, II, B

¹² Va. Code § 19.2-83.4.

- c. enhance officers' discretion and judgment in using less lethal and deadly force in accordance with this policy.
- 3. All use-of-force training shall be documented.

DRAFT

VIRGINIA ACTS OF ASSEMBLY -- 2020 SPECIAL SESSION I

CHAPTER 25

An Act to amend the Code of Virginia by adding in Title 19.2 a chapter numbered 7.1, consisting of sections numbered 19.2-83.3, 19.2-83.4, and 19.2-83.5, relating to law-enforcement officer; failure to intervene in use of excessive force; penalties.

[H 5029]

Approved October 28, 2020

Be it enacted by the General Assembly of Virginia:

1. That the Code of Virginia is amended by adding in Title 19.2 a chapter numbered 7.1, consisting of sections numbered 19.2-83.3, 19.2-83.4, and 19.2-83.5, as follows:

CHAPTER 7.1.

LAW-ENFORCEMENT OFFICER CONDUCT DURING AN ARREST OR DETENTION.

§ 19.2-83.3. Definitions.

As used in this chapter, unless the context requires a different meaning:

"Excessive force" means any force that is objectively unreasonable given the totality of the circumstances, including the severity of the crime at issue, whether the suspect poses an immediate threat to the safety of the officers or others, and whether the suspect is actively resisting arrest or attempting to evade arrest by flight.

§ 19.2-83.4. Failure of a law-enforcement officer to intervene in use of excessive force.

A. Any law-enforcement officer who, while in the performance of his official duties, witnesses another law-enforcement officer engaging or attempting to engage in the use of excessive force against another person shall intervene, when such intervention is feasible, to end the use of excessive force or attempted use of excessive force, or to prevent the further use of excessive force. A law-enforcement officer shall also render aid, as circumstances objectively permit, to any person injured as the result of the use of excessive force.

B. Any law-enforcement officer who intervenes pursuant to subsection A or who witnesses another law-enforcement officer engaging or attempting to engage in the use of excessive force against another person shall report such intervention or use of excessive force in accordance with the law-enforcement officer's employing agency's policies and procedures for reporting misconduct committed by a law-enforcement officer. No employing agency shall retaliate, threaten to retaliate, or take or threaten to take any disciplinary action against a law-enforcement officer who intervenes pursuant to subsection A or makes a report pursuant to this subsection.

§ 19.2-83.5. Penalties for violations of this chapter.

In addition to any other penalty authorized by law, any law-enforcement officer who knowingly violates the provisions of this chapter shall be subject to disciplinary action, including dismissal, demotion, suspension, or transfer of the law-enforcement officer or decertification as provided in subsection D of § 15.2-1707.

NOTE:

This Rule and Regulation is for internal use only and does not enlarge an Officer's civil or criminal liability in any way. It should not be construed as the creation of a higher standard of safety or care in an evidentiary sense, with respect to third party claims. Violations of this directive, if proven, can only form the basis of a complaint by this Department, and then only in a non-judicial administrative setting.

I. POLICY:

It is the policy of the Bowling Green Police Department that any member present (both sworn and non-sworn) has an obligation to protect the public and other members. It shall be the duty of every member present at any scene where physical force is being applied to either stop, or attempt to stop, another member when force is being inappropriately applied or is no longer required.

II. PURPOSE:

- A. Legal and Moral Obligation - It is the purpose of this policy to explain the legal and moral obligation of the Bowling Green Police Department members known as the *Duty to Intervene*. Department members shall have a clear understanding of department expectations pertaining to conduct and activities while on and off duty.
- B. Protection – The Bowling Green Police Department is committed to protecting its members who act on their duty to intervene to prevent or minimize misconduct by another department member.

III. DEFINITIONS:

Intervene — To come between, whether verbally or physically, so as to prevent or alter a result or course of events.

IV. DUTY TO INTERVENE

- A. All members must recognize and act upon the duty to intervene to prevent or stop any member from conducting any act that is unethical, or that violates law or policy (e.g., excessive force, theft, fraud, inappropriate language, sexual misconduct, harassment, falsifying documents, inappropriate behavior, etc.). Intervention may be verbal and/or physical. **Failure to intervene may subject a member to disciplinary action.**
- B. All Bowling Green Police Department members benefit when potential misconduct is not perpetrated or when a potential mistake is not made. Preventing misconduct increases public trust and preserves job security and integrity of all department members, ultimately protecting members from destroying their careers as a result of misconduct or, in some instances, as a result of a failure to intervene to prevent misconduct by others.

V. REQUIRED ACTION

A. BY OFFICER(S)

1. If aid is required by any individual, ensure that medical attention has been rendered.
2. Take a preventive approach, whenever possible, if observing behavior that suggests that another member is about to conduct unethical or inappropriate behavior.
3. Examine the circumstances surrounding the incident to determine the appropriate form of intervention.
4. Intervene verbally or physically, depending on the circumstances.

EXAMPLE: While providing backup for a vehicle stop after a minor traffic violation, you notice the primary officer raising their voice and becoming increasingly agitated with the driver, despite the driver's cooperative demeanor. In order to prevent an escalation, you could call the officer's attention to break their agitation, walk up next to the officer and ask a follow up question of the driver to slow down the interaction and give the primary officer a chance to collect themselves, or ask the officer to come speak to you away from the car in order to diffuse the situation.

5. Take an active approach to intervene to stop any unethical behavior or misconduct, when such conduct is being committed by another member.
6. If verbal interventions are not sufficient to stop the act, physically come between the offending member and the other individual involved.

EXAMPLE: You observe an officer strike an individual without any reason. If appropriate, you could tell the officer to "cool it" or that you'll take over the matter and have them step aside. If necessary, step in between the officer and the individual or hold the officer back in order to stop them from inflicting more unnecessary force.

7. Immediately notify a supervisor after conducting any type of intervention, when safe to do so.
8. When a physical intervention was performed, document the incident in writing and submit it to a permanent-rank supervisor.

B. DUTY TO INTERVENE BY SUPERVISOR(S)

1. Once learning of an incident involving a member intervening with another member, separate all members involved in the incident.
2. Ensure the preservation of body worn camera and in-car camera footage.

3. Conduct a preliminary investigation to gather any pertinent information that would coincide with the reason for the intervention (e.g., witnesses, in-car and body worn camera footage, other video/surveillance footage, area canvass, etc.).
4. Ensure all parties involved in the incident document in writing their observations/participation in the incident and detailing the circumstances that led to the intervention and what, if anything, occurred once the member intervened.
5. Determine whether the actions leading to the intervention constitute misconduct, unethical behavior, or potential criminal conduct, and notify the Police Chief.
6. If appropriate, consider making a recommendation that the member who intervened receive recognition for their actions.

C. DUTY TO INTERVENE BY POLICE CHIEF

1. Review reports of member interventions received by the supervisor.
2. Ensure preliminary investigation and findings have been fully documented.
3. Make a recommendation that the incident be closed, or referred to one of the following for follow-up investigation, training, and/or discipline, as appropriate:
 - a. The Office of Professional Standards (OPS)
 - b. Internal Affairs (IA)
 - c. Education and Training Section (E&T)
 - d. Equal Opportunity and Diversity Section (EODS)
4. When appropriate, issue a recognition of the positive actions of the member who intervened.

D. DUTY TO INTERVENE – CHIEF OF POLICE, OPR/IA

1. Ensure all incidents resulting from a member invoking their duty to intervene are reviewed.
2. Ensure all such cases are classified and investigated thoroughly and properly, according to the Bowling Green Police Department investigation procedures.
3. Forward cases to other sections (e.g., EODS, E&T, etc.) for investigation/follow-up when appropriate.
4. Approve/disapprove the resulting findings of each OPS/IA investigation deriving from a member intervening or failing to intervene to stop misconduct.

E. DISCIPLINARY PROCEDURES

1. All discipline administered for failing to intervene shall be in compliance with departmental disciplinary policies and procedures.



TOWN OF BOWLING GREEN TOWN COUNCIL MEETING AGENDA ITEM REPORT

AGENDA ITEM: Caroline County Surface Water Initiative

ITEM TYPE: Action Item

PURPOSE OF ITEM: Decision - By Motion

PRESENTER: Josh Irby, Director of Public Works and Utilities

PHONE: (804) 633-6212

BACKGROUND / SUMMARY:

Caroline County is seeking a surface water withdrawal permit and has asked for a letter of support from the Town as part of the permit application process. Other localities that have been identified as potential partners in this joint surface water initiative are King George County and the Town of Port Royal.

At its last meeting, the King George Board of Supervisors voted to submit a letter of support to DEQ. Caroline County has provided a sample letter of support for Council to consider submitting.

The Public Works Director has submitted a list of questions to consider in discussing partnering with Caroline County in its Joint Surface Water Initiative.

ATTACHMENTS:

- Letter of Support from King George County
- Sample letter provided by Caroline County.
- Questions and concerns for consideration.

REQUESTED ACTION:

Motion to submit a letter of support for Caroline County's surface water initiative to DEQ that does not obligate the Town to partner in the initiative.

DATE

Shana Moore
Water Withdrawal Permit Writer
Virginia Department of Environmental Quality
1111 E. Main Street, Suite 1400
Richmond, Virginia 23218

Re: Letter of Support Pertaining to Joint Permit Application Number 20-0514

Dear Ms. Moore:

Caroline County is pursuing a new surface water intake from the Rappahannock River to supply public water for the County and other potential local partners. Caroline County and the Town of Bowling Green share a common interest and mutual goal of securing additional surface water sources through regional cooperation. The Town of Bowling Green desires to cooperate to pursue and support a new water supply intake on the Rappahannock River to benefit both jurisdictions.

According to the Virginia Department of Environmental Quality's (DEQ) 2015 State Water Resources Plan, "the average daily demands of the Town of Bowling Green's municipal community water systems are estimated to exceed [Virginia Department of Health] permit capacities between 2020 and 2025, with a combined average daily deficit of 0.256 million gallons per day by the year 2030. By the year 2050, six community water systems (municipal and private) are estimated to experience a combined average daily deficit of 1.53 million gallons per day." Due to declining groundwater levels in eastern Virginia aquifers, and more stringent state regulations affecting the Eastern Virginia Groundwater Management Area, additional groundwater withdrawals are expected to be limited. This Plan indicates that alternative water sources include "an intake on the Rappahannock River." The Town of Bowling Green plans to use source water from the Rappahannock River to meet its growing long-term domestic water demands.

The Town of Bowling Green therefore states its support for the proposed intake on the Rappahannock River. The Town supports a regional partnership with Caroline County for a joint permit application for construction of a Rappahannock River intake that would benefit both jurisdictions.

Sincerely,

Name
Title

cc: Charles M. Culley, Jr., Caroline County Administrator
Joseph Schiebel, Caroline County Director of Public Works/Utilities

ANN C. CUPKA
At-Large Election District

CATHY E. BINDER
Shiloh Election District

RICHARD A. GRANGER
James Madison Election District

JEFFREY L. BUECHE
James Monroe Election District

JEFFREY L. STONEHILL
Dahlgren Election District

King George County, Virginia



OFFICE OF THE COUNTY ADMINISTRATOR

10459 Courthouse Drive
Suite 200
King George, VA 22485
Telephone: (540) 775-9181
Fax: (540) 775-5248
nyoung@co.kinggeorge.state.va.us
www.king-george.va.us

January 20, 2021

Shana Moore
Water Withdrawal Permit Writer
Virginia Department of Environmental Quality
1111 E. Main Street, Suite 1400
Richmond, VA 23218

Re: Letter of Support Pertaining to Joint Permit Application Number 20-0514

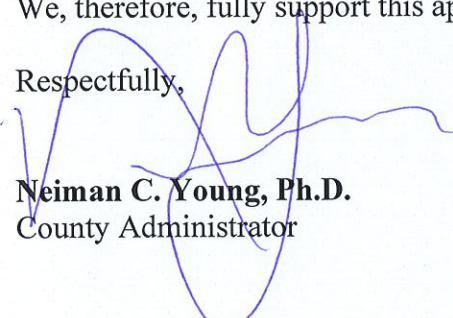
Dear Ms. Moore,

On behalf of the King George County Board of Supervisors, I am writing a letter of support for Caroline County's surface water intake permit. Caroline County and King George County share a common interest and mutual goal of securing additional surface water sources through regional cooperation.

According to the VDEQ's 2015 State Water resources Plan, "a water supply deficit of 1.5 million to 2.0 million gallons per day is estimated in the year 2030 for the King George County community water systems." Due to declining groundwater levels in Eastern Virginia aquifers and more stringent state regulation affecting the Eastern Virginia Groundwater Management Area, additional groundwater withdrawals are expected to be limited. This plan indicates that alternative water resources include an intake on the Rappahannock River.

We, therefore, fully support this application and ask for your consideration.

Respectfully,


Neiman C. Young, Ph.D.
County Administrator

Questions and Concerns Caroline County Water Plant Project

- How much does the Town of Bowling Green have to pay for the project?
- If the initial cost is prorated based on use will the Town of Bowling Green be reimbursed any costs once other partners start to use more water?
- Are there any costs to the Town of Bowling for upgrades of the plant and system in the future? If so, how much?
- Is there a daily/monthly/annual cost for the amount of water the Town of Bowling Green uses? If so, how much?
- Is the Town of Bowling Green responsible for treating the water they use from this project?
- If the water is treated by Caroline County and then sent to the Town of Bowling Green for use who pays for the associated booster station and re-chlorination of the water?
- If there is an emergency and the plant shuts down where does the Town of Bowling Green get water?
- If there is scheduled maintenance of the plant and/or associated equipment where does the Town of Bowling Green get water?
- If Caroline County hooks into the Town of Bowling Green Water System who is responsible for any water leaks/repairs?
- Concern that VA DEQ or VDH may make the Town of Bowling Green abandon current groundwater wells once the Town has another source of water which would leave the Town with no backup source of water



TOWN OF BOWLING GREEN TOWN COUNCIL MEETING AGENDA ITEM REPORT

AGENDA ITEM: Caroline County Emergency Utility Repair Mutual Aid Agreement

ITEM TYPE: Action Item

PURPOSE OF ITEM: Decision - By Motion

PRESENTER: Josh Irby, Director of Public Works and Utilities

PHONE: (804) 633-6212

BACKGROUND / SUMMARY:

An Emergency Utility Repair Mutual Aid Agreement with Caroline County was drafted and considered by Council in 2016. Both parties agreed to the terms, but the agreement was never signed by the County or Town.

The County will provide a price list once the agreement is finalized.

ATTACHMENTS:

- Emergency Utility Repair Mutual Aid Agreement – latest draft dated 3/13/2017
- Questions and concerns to consider.
- Historical reference:
 - 8/04/2016 TC Minutes Excerpt
 - 9/01/2016 TC Minutes Excerpt
 - 10/6/2016 TC Minutes Excerpt
 - 10/7/2016 Letter from Town Manager to County Administrator
 - 11/16/2016 CC BOS Minutes Excerpt
 - 3/13/2017 Email from CC Director of Public Utilities to Town Manager

REQUESTED ACTION:
Take appropriate action.

**THE COUNTY OF CAROLINE
AND
THE TOWN OF BOWLING GREEN**

**Mutual and Assistance Agreement
for Water And Wastewater Utilities**

This **AGREEMENT**, dated the _____ day of _____, 2017, is entered into by and between the **COUNTY OF CAROLINE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as "Caroline"), and the **TOWN OF BOWLING GREEN, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia, (hereinafter referred to as "Bowling Green") (collectively, the "Parties") to set forth the terms and conditions under which CAROLINE will provide Mutual Aid and Assistance to BOWLING GREEN.

WHEREAS, BOWLING GREEN is located within CAROLINE and, as such, is bordered by and coterminous with CAROLINE at all points along its boundary; and

WHEREAS, BOWLING GREEN owns and operates a public water and wastewater system within the Town of Bowling Green (the "Bowling Green Water and Wastewater System"); and

WHEREAS, BOWLING GREEN desires to contract with CAROLINE to provide Mutual Aid and Assistance to the Bowling Green Water and Wastewater System; and

WHEREAS, CAROLINE has agreed with BOWLING GREEN to provide Mutual Aid and Assistance to the Bowling Green Water and Wastewater System by providing staffing, equipment; materials and supplies; and

WHEREAS, CAROLINE and BOWLING GREEN desire to enter into this Agreement to provide for the terms under which CAROLINE will provide Mutual Aid and Assistance to the Bowling Green Water and Wastewater System and BOWLING GREEN will pay for the same; and

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived by the parties to this Agreement by entering into this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows;

I. EMERGENCY REPAIR SERVICE

1. **Rights.** CAROLINE shall have the right to assess its utilities situation to determine whether it is capable of providing assistance. CAROLINE shall not be under any obligation to provide assistance to BOWLING GREEN, nor shall BOWLING GREEN be under any obligation to call CAROLINE for assistance. The personnel and equipment of CAROLINE shall remain, at all times, under the direct supervision and control of the designated supervisory personnel of CAROLINE. In the event that CAROLINE provides assistance to BOWLING GREEN, no part of any work performed by CAROLINE shall be subcontracted.

2. **Reimbursable Expenses.** BOWLING GREEN shall pay CAROLINE for Mutual Aid and Assistance to the Bowling Green Water and Wastewater System during the term of this Agreement as follows. CAROLINE shall document and maintain personnel time records, a log of equipment, materials and supplies furnished. The reimbursable expenses paid to CAROLINE for Mutual Aid and Assistance shall include the following;

A. Personnel - When providing Mutual Aid and Assistance to BOWLING GREEN, CAROLINE shall pay its employees according to their current rate of pay. BOWLING GREEN shall reimburse CAROLINE for all direct and indirect payroll cost and

expenses incurred during the Period of Assistance, including any overtime. CAROLINE shall include a 30% markup of employee's actual rate of pay to cover employee pensions, benefits, FICA, Hospital - Medical Insurance, Group Life Insurance, Disability Insurance, Unemployment Insurance, and Workers' Compensation Insurance.

B. Equipment – CAROLINE shall be reimbursed for the use of its equipment during the Period of Assistance according to the Schedule of Equipment Rates. See Exhibit 1. Rates for equipment not referenced on Exhibit 1 shall be developed based on actual recovery costs.

C. Materials and Supplies – CAROLINE shall be reimbursed for all materials and supplies furnished by it and used during the Period of Assistance. The measure of reimbursement shall be the replacement cost of the materials and supplies used. In the alternative, the parties may agree that BOWLING GREEN will replace, with like kind and quality as determined by CAROLINE, the materials and supplies used.

D. Administrative Fee – BOWLING GREEN shall pay a five percent (5%) administrative fee of the total of all such cost to CAROLINE to cover miscellaneous expenses that are not reasonable to track.

3. **Payment.** CAROLINE shall bill BOWLING GREEN for all expenses no later than thirty (30) days following the Period of Assistance. BOWLING GREEN shall pay CAROLINE the full amount no later than thirty (30) days following the bill date. Unpaid bills shall become delinquent forty (40) days following the bill date, and once delinquent shall be charged a ten percent (10%) penalty every thirty (30) days until paid.

II. GENERAL PROVISIONS

1. **Term.** This Agreement shall become effective upon execution and shall remain in effect through and including December 31, 2021 (the "Initial Term"). This Agreement shall continue in force following the expiration of the Initial Term for additional terms of five (5) years each until terminated by either The Town Manager of BOWLING GREEN or the County Administrator of CAROLINE giving the other party thirty (30) days written notice to that effect.

2. **Termination for Breach.** CAROLINE and BOWLING GREEN each shall be entitled to terminate this Agreement in its entirety upon a material breach by the other of any of its obligations hereunder. Prior to exercising such right of termination, however, the acting party shall provide the party alleged to be in breach with written notice of such breach and a reasonable time under the circumstances, but in any event not to exceed thirty (30) days, to cure such breach. Nonpayment of any amount due to CAROLINE from BOWLING GREEN under this Agreement as and when due shall be deemed to be a material breach of this Agreement. CAROLINE and BOWLING GREEN may mutually agree to an extension of this thirty day time period in circumstances where the breach cannot reasonably be cured within thirty days and the parties agree upon a plan of action and a schedule to cure such breach.

3. **Termination for Convenience.** Anything in this Agreement to the contrary notwithstanding, either party shall be entitled to terminate this Agreement in its entirety at any time; provided, however, that prior to exercising such right of termination, five (5) days advance notice for termination in all cases except for termination for breach which is governed by Part II, paragraph 2 of this Agreement is provided by the terminating party. CAROLINE shall be entitled to any and all reasonably-incurred charges whether direct or indirect for emergency repairs to the Bowling Green Water and Wastewater System that have been expended to that date.

4. **Means of Notices.** Whenever notice is required or permitted from one party to the other, it shall be given in writing and shall be effected by hand delivery, overnight courier service or by mailing by certified first class mail, return receipt requested, to the party whom given as follows:

If to Bowling Green:

Town Manager, Town of Bowling Green
Post Office Box 468
Bowling Green, Virginia 22427

with a copy to Town Attorney at the same address;

If to Caroline:

County Administrator, Caroline County
P.O. Box 447
Bowling Green, Virginia 22427;

with a copy to County Attorney at the same address;

or to such other persons or addresses as may hereafter be designated by notice given pursuant to this paragraph, in writing by one party to the other. Notice by hand delivery shall be deemed effective when delivered, notice by mail shall be deemed effective as of five (5) business days after the date it is deposited in the mail, certified first class postage prepaid, and notice by overnight courier shall be deemed effective on the first business day after being deposited with such courier, fees prepaid. In case of any emergency or urgent circumstances, notice shall be

given by the fastest possible means, and the provisions of this paragraph do not apply; provided, however, that notice of material defaults and termination shall be effective only if given in writing, delivered as prescribed in this paragraph.

5. **No-Waiver Clause.** The failure of either BOWLING GREEN or CAROLINE to exercise, or the delay by either of them in exercising, any right under this Agreement in the event of default by the other shall not be deemed to be and shall not constitute a waiver with respect to any subsequent default.

6. **Force Majeure.** If, by reason of force majeure, either party hereto shall be rendered unable, in whole or in part, to carry out its obligations under this Agreement, and if such party shall give notice and full details in writing of such force majeure to the other party within a reasonable time after the occurrence of the event or cause relied on, then the obligations of the party giving such notice, so far as it is affected by such force majeure shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

7. **Definition of Force Majeure.** The term “force majeure”, as employed herein, shall mean acts of public enemy, orders of any kind of the government of the United States, the Commonwealth of Virginia, changes in any law or regulation making performance of obligation(s) herein impossible to perform, or any civil or military authority, insurrections, riots, arrests, civil disturbances, labor unrest or strikes, machinery failure, inability to obtain any necessary supplies, utilities or services, earthquakes, floods, fires, storms and any serious weather-related casualty.

8. **Governing Law.** This Agreement is made and intended to be performed in the Commonwealth of Virginia, and shall be interpreted and construed in accordance with the laws of that state. Jurisdiction and venue for all legal actions involving this Agreement shall lie in the

Circuit Court of Caroline County, Virginia, and all such proceedings shall be brought only in such court.

9. **Ownership Rights.** Nothing in this Agreement shall be construed to convey to CAROLINE any ownership interest in the Bowling Green Water and Wastewater System. CAROLINE shall have no right to assign, sell, transfer or convey to any other person or entity any or all of the Bowling Green Water and Wastewater System under this Agreement.

10. **Authority to Enter into Agreement.** BOWLING GREEN and CAROLINE each represents and warrants for itself as follows as of the date of this Agreement:

(a) It has the power to enter into this Agreement and the transactions contemplated hereunder and to perform the obligations hereunder according to the terms of this Agreement.

(b) It has duly taken all actions and obtained all consents necessary to enable it to enter into this Agreement.

(c) The person or persons executing or attesting the execution of this Agreement on behalf of each party has or have been duly authorized and empowered to so execute and attest.

(d) The execution of this Agreement on behalf of the party shall bind and obligate the party to the extent provided by the terms hereof.

(e) There exists no litigation pending or threatened against either party that, if determined adversely, would materially and adversely affect the ability of the party to carry out its obligations under this Agreement or the transactions contemplated hereunder.

11. **Default and Cure.** Except as otherwise set forth herein, in the event either party fails to comply with a deadline set forth hereunder or otherwise is in breach of its obligations or in default hereunder, the party that has failed to comply with such deadline or that otherwise is in breach or default shall cure such breach or default within thirty (30) days of receiving written notice of such breach or default from the party not in default, or if such breach or default is not capable of being cured within such thirty (30) days, and the breaching party commences good faith efforts to cure such breach or default within such time, then such breaching party shall have such additional time as is reasonably necessary to effect such cure, or any such longer period to which the parties may agree in writing.

12. **Liability and Damages.** BOWLING GREEN shall pay and/or reimburse CAROLINE for all damages, cost of defense (including attorney fees and costs) fines, penalties and other amounts incurred by CAROLINE resulting from any liabilities, claims, actions, causes of action, suits, damages, costs and expenses, arising out of, in connection with, or as a result of, this Agreement and the services provided by CAROLINE to BOWLING GREEN hereunder, except for those that are proximately caused by the gross negligence or willful misconduct of CAROLINE, its employees and agents. In the event legal action is necessary to resolve whether the gross negligence or willful misconduct of CAROLINE, its employees and agents was the proximate cause, the prevailing party in such action shall be entitled to recover and collect all costs, including, but not limited to, reasonable attorney fees and court costs, associated with the action from the non-prevailing party. Anything herein to the contrary notwithstanding, CAROLINE shall have no liability to BOWLING GREEN or any other person or entity for any lack of water or wastewater in the Bowling Green Water and Wastewater System, failure of the BOWLING GREEN System or any event related to the Bowling Green Water and Wastewater System, except as may be expressly set forth in this Agreement.

13. **No Third Party Beneficiaries.** This Agreement is between and entered into only for the benefit of the Parties. There are no third party beneficiaries of or to this Agreement and no person or entity other than one of the Parties shall be entitled to maintain any legal action against one or both of the Parties.

14. **No Presumption Against Drafter.** This Agreement has been drafted through a cooperative effort of both parties, and neither party shall be considered the drafter of this Agreement so as to give rise to any presumption or convention regarding construction of this document.

15. **Attorney Fees.** In the event legal action is necessary to enforce any provision of this Agreement, including, but not limited to any payment provision, whether such action is a law, in equity or otherwise, the prevailing party in such action shall be entitled, in addition to any other rights or remedies available to it, to collect from the non-prevailing party the reasonable attorney fees and court costs.

16. **Entire Agreement.** This Agreement contains the entire understanding and agreement of the parties with respect to the subjects hereof, and no amendment or modification shall be binding unless in writing and signed by all parties hereto.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, BOWLING GREEN and CAROLINE have caused this Agreement to be executed by their duly authorized officers, as of the day, month and year first set forth above.

THE TOWN OF BOWLING GREEN, VIRGINIA

By:

Mayor

COMMONWEALTH OF VIRGINIA,

COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
2016 by _____, in his/her capacity as _____ of BOWLING GREEN.

Notary Public

Notary Identification Number

My commission expires:

COUNTY OF CAROLINE, VIRGINIA

By:

Chairman, Board of Supervisors

COMMONWEALTH OF VIRGINIA,

COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
2016, by _____, in his capacity as Chairman of the Board of Supervisors of Caroline
County, Virginia.

Notary Public

Notary Identification Number

My commission expires:

APPROVED AS TO FORM:

County Attorney

Questions and Concerns about Caroline County providing help for water repairs

- Cost? How much per hour for County employees? How much per hour for equipment use? Is there an administration fee? Who pays for parts? Is there a mark up for parts? Will the Town be given an itemized receipt for all costs and parts?
- Are there any times the County cannot provide service? Nights? Weekends? Holidays? Snow days?
- What happens if the County is working on a Town repair and has an emergency on their own system? Does the County stop work?
- Will the Town have to provide any assistance during repairs?
- Who is responsible for paving any roads or sidewalks? Cost?
- Who is responsible for cleaning up? Roads? Yards? Sidewalks?

8/4/2016 Town Council Minute Excerpt:

Town Manager's Report – July 2016 - Mutual Aid Agreement with Caroline County:

Mr. Manster noted that a draft Mutual Aid Agreement had been included in Council's packets for review. The Town Manager recommended adoption of the Agreement pending the following editorial changes suggested by Council:

1. Invoicing and billing is to specify equipment and materials used.
2. Standardize wording throughout Agreement for consistency.
3. State that the County will not use sub-contractors when doing work for the Town.

The Town Attorney noted that she has reviewed the Agreement and does not see the need for any other changes.

Upon Motion by Mr. Satterwhite, with a second by Mr. Wright, Council voted to Adopt the Mutual Aid Agreement with Caroline County pending the following changes:

1. Invoicing and billing is to specify equipment and materials used.
2. Standardize wording throughout Agreement for consistency.
3. State that the County will not use sub-contractors when doing work for the Town.

Voting Aye: McDearmon, Wright, Webb, Satterwhite, Coleman, Davis, and Rowe.

9/1/2016 Town Council Minute Excerpt:

Mutual Aid Agreement with Caroline County:

The adjustments in the draft Mutual Aid Agreement that were suggested by Town Council at the August meeting have been made and sent to the County. As soon as we hear that the adjustments have been accepted and added to the document, signing will occur. The matter will come before the Board of Supervisors on September 13th.

10/6/2016 Town Council Minute Excerpt:

Utility Operations Agreement with Caroline County:

The Town Manager explained that it is the preference of the Board of Supervisors to be aware of the Town's position on both potential agreements with the County (Operations and Mutual Aid Agreements) prior to the Board considering either or both agreements. Town Council had approved the Mutual Aid Agreement (with several adjustments) at its August meeting. He asked that Council, as a body, inform the Board of Supervisors (BOS) of Council's position on the Operations Agreement. As a reminder Mr. Manster noted that two Council Committees (Water, Sewer, Trash and Public Health and Safety/Personnel) have discussed this issue in varying levels of detail. He said that this may be of assistance to Town Council as the committees have discussed support of our own employees in their efforts to obtain utility operator's licenses, and discussed Town efforts to improve our own systems and operations. Two such improvements were recently approved by Council with the allocation of \$130,000 for the purchase of new equipment for our sewage treatment plant. Mayor Storke mentioned that he got the impression, in an earlier discussion with County Staff, that the operations and mutual aid agreements did not have to be considered together. Now the Caroline County Board of Supervisors is saying they must be used together (both or none) and even requested a retraction on a news article run by the Caroline Progress covering the Town Council's discussion at a previous meeting. Mr. McDearmon stated that he also understood that the Town Manager was presented the agreements as two separate issues. The Town Manager expressed his opinion that the Mutual Aid agreement is fair and equitable to both parties but that the operations agreement is not in the Town's best interest at this time. Mr. Satterwhite agreed that neither the Personnel and or Water, Sewer and Trash committee are in favor of the Operations Agreement.

ON MOTION by Mr. McDearmon, seconded by Mr. Wright, Council voted to accept and approve the Mutual Aid Agreement received in August 2016 with previously stated modifications and that the agreement be sent to Caroline County for approval, and to inform Caroline County that the Town is not interested in pursuing the Operations Agreement at this time. Voting aye: McDearmon, Wright, Satterwhite, Webb, Coleman, Davis, and Rowe.

October 7, 2016

Mr. Charles Culley
Caroline County Administrator
212 North Main Street
Bowling Green, Virginia 22427

Dear Charlie,

At its meeting last evening, Town Council took action on the matter concerning the draft “Water and Wastewater Service Agreement” between the Town and County. Council voted unanimously to inform the Board of Supervisors that it is not interested in pursuing this agreement any further. Council expressed its appreciation to the Board and to County staff for developing and presenting the proposal but notes its decision to discontinue discussion and consideration of this arrangement.

Also at the Council meeting last evening, Town Council restated its desire to enter into the proposed “Mutual Aid Agreement” with the County. By unanimous vote, Council asks the Board of Supervisors to consider and accept several adjustments to the draft proposal for “Mutual Aid” (requested adjustments are attached to this letter) and to enter into this agreement with the Town. This agreement would not obligate the County or the Town to any particular action or activity, but would allow a level of communication and assistance that would improve cooperative arrangements between our localities. We, of course, realize that there are many benefits for the Town that would be created by increasing this type of assistive relationship with the County. The Town continues as always to offer our assistance to the County whenever needed.

As always, I thank you for your assistance and cooperation in bringing these matters to the attention of the Board of Supervisors. Please let me know if you need any additional information.

Sincerely,

Stephen H. Manster
Town Manager

C) Proposed Purchase Over \$20,000 (Solid Waste Roll Off Containers)

Action Taken: *Approval of the purchase of eight (8) solid waste roll off containers from the Fairfax County contract with Mid-Atlantic Waste Systems in the amount of \$90,012.58. The FY 2017 Solid Waste budget includes \$89,000 for replacement containers and the remaining \$1,012.58 would be taken from the FY 2017 Solid Waste budget as well.*

D) Proposed Emergency Mutual Aid and Assistance Agreement for Water and Wastewater Utilities between Caroline County and the Town of Bowling Green

Action Taken: *Approval of the Emergency Mutual Aid and Assistance Agreement for Water and Wastewater Utilities between the County and the Town of Bowling Green as presented.*

E) Amendment of FY 2017 School Budget for Appropriation of E-Rate Program Grant Funds

Action Taken: *Approval of the amendment and appropriation of the FY 2016/2017 school budget in the amount of \$9,715.12 for E-Rate Grant funds for the purchase of network equipment for Caroline Middle School. There is no impact to the County budget and the required local match will be taken from state revenues appropriated for Technology.*

F) Adoption of a Resolution Denying a Claim Against Caroline County and Other Parties and Directing the County Administrator and the County Attorney to Forward a Copy of the Letter to the County's Liability Insurance Carrier for Appropriate Action

Action Taken: *This item was removed from the Consent Agenda for discussion.*

Roll Call Vote:

<i>Black</i>	<i>Yea</i>
<i>Forehand</i>	<i>Yea</i>
<i>Long</i>	<i>Yea</i>
<i>Sili</i>	<i>Yea</i>
<i>Thomas</i>	<i>Yea</i>
<i>Underwood</i>	<i>Yea</i>

3F) Adoption of a Resolution Denying a Claim Against Caroline County and Other Parties and Directing the County Administrator and the County Attorney to Forward a Copy of the Letter to the County's Liability Insurance Carrier for Appropriate Action (continued)

In response to questions from Supervisor Forehand related to insurance coverage, County Attorney Benjamin Emerson explained that the County did not have any liability regarding this claim, but the plaintiff would more than likely file a suit against Pamunkey Regional Jail with the County being named as a result of its membership in the regional jail.

Supervisor Forehand moved and Supervisor Long seconded to adopt the following resolution as presented:



Town Manager <townmanager@townofbowlinggreen.com>

Mutual Aid and Assistance Agreement

jschiebel@co.caroline.va.us <jschiebel@co.caroline.va.us>
To: townmanager@townofbowlinggreen.com

Mon, Mar 13, 2017 at 4:06 PM

Steve,

Please find attached the Mutual Aid and Assistance agreement as per your email.

Once it is approved please sign and I will send it back to the Board of Supervisors under consent for final approval.

Thank you,

Joey

Joseph C. Schiebel

Director

Caroline County

Department of Public Utilities/Works

P.O. Box 424 Bowling Green, Va. 22427

12613 Mill Creek Rd. Ruther Glen, Va. 22546

Web Page: www.co.caroline.va.us

804-633-4390 office

804-633-1190 fax



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1/29/2021

Town of Bowling Green Mail - Mutual Aid and Assistance Agreement

this e-mail or any files transmitted with it is strictly prohibited. If you have received this e-mail in error, please notify the sender immediately and delete the original message and any files transmitted. The unauthorized use of this e-mail or any files transmitted with it is prohibited and disclaimed by Caroline County, Virginia.

 **Mutual Aid Agreement Bolwing Green 11-16-16.pdf**
90K



**TOWN OF BOWLING GREEN
TOWN COUNCIL MEETING
AGENDA ITEM REPORT**

AGENDA ITEM: Speeding on Maury Ave. and Main St.
ITEM TYPE: Presentation
PURPOSE OF ITEM: Discussion Only
PRESENTER: Deborah Howard deborahhoward@townofbowlinggreen.com
PHONE: (804) 633-6212

BACKGROUND / SUMMARY:

Speeding on Maury Ave. and Main St. are an ongoing issue.

ATTACHMENTS:

None.

REQUESTED ACTION: