



**AGENDA
PURCELLVILLE TOWN COUNCIL MEETING
JUNE 14, 2016, 7:00 PM
TOWN HALL COUNCIL CHAMBERS**

- 1. CALL TO ORDER OF REGULAR MEETING** (Mayor Fraser)
- 2. PLEDGE OF ALLEGIANCE**
- 3. INVOCATION** (Mayor Fraser)
- 4. SUMMARY OF MOTIONS** (*provided separately*)
- 5. AGENDA AMENDMENTS/APPROVAL** (Town Council and Staff)
- 6. PROCLAMATIONS/RECOGNITIONS**
 - a. None
- 7. PUBLIC HEARINGS**
 - a. None
- 8. PRESENTATIONS**
 - a. None
- 9. STANDING COMMITTEE/COMMISSION/BOARD REPORTS**
 - a. Planning Commission (Doug McCollum, Chairman/Council Liaison)
 - b. Board of Architectural Review (Pat Giglio, Chairman)
 - c. Parks and Recreation Advisory Board (Eamon Coy, Chairman/Vice Mayor McConville, Council Liaison)
 - d. Economic Development Advisory Committee (Daniel Abramson, Chairman/Council member Nave, Council Liaison)
 - e. Purcellville Arts Council (Liz Jarvis, Chair/Council member Jimmerson, Council Liaison)
- 10. CITIZEN/BUSINESS COMMENTS** (Mayor Fraser)
(All citizens who wish to speak will be given an opportunity, and limits will be imposed on all speakers. All speakers should sign up prior to speaking. Town residents will be given the first opportunity to speak.)

11. MAYOR AND COUNCIL COMMENTS (Mayor Fraser)

12. DISCUSSION/INFORMATIONAL ITEMS

- a. Financial Software System Upgrade Project Tracking/Implementation Update (D. Davis) (pgs. 3-6)

13. ACTION ITEMS

- a. Renewal of Contract with American Disposal Services* (H. McCann/M. Kloeden) (pgs. 7-33) (Motion pg. 9)
- b. Adoption of FY 2017 Budget and Appropriations for Expenditures; Adoption of Master Tax and Fee Schedule* (R. Lohr / E. Krens) (pgs. 35-55) (Motion pg. 37)
- c. Process for Handling Complaints Against Public Officials* (S. Hankins) (pgs. 57-61) (Motion pg. 57)

14. DISCUSSION OF ITEMS PROPOSED FOR FUTURE PRESENTATIONS / RECOGNITION

- a. Recognition Request by Purcellville Police Dept. – Homework Club Volunteer (C. McAlister/J. Schroeck) (pg. 63)
- b. Proclamation Request – Water Works & Wastewater Professionals Appreciation Day (A. Vanegas) (pgs. 65-66)

15. APPROVAL OF MINUTES

- a. May 24, 2016 Town Council Regular Meeting (pgs. 67-86) (Motion pg. 67)

16. CLOSED MEETING (pgs. 87-89) (Motion pg. 88)

The purpose of the closed meeting is to receive briefings from staff about actual or probable litigation concerning the HVAC system in Town Hall.

17. ADJOURNMENT

*Roll Call Votes

IF YOU REQUIRE ANY TYPE OF REASONABLE ACCOMMODATION AS A RESULT OF PHYSICAL, SENSORY OR MENTAL DISABILITY IN ORDER TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT DIANA HAYS, TOWN CLERK, AT 540-338-7421. THREE DAYS NOTICE IS REQUESTED.



STAFF REPORT
INFORMATION ITEM

Item #12.a.

SUBJECT: Financial Software System Upgrade Project Tracking /
Implementation Update

DATE OF MEETING: June 14, 2016

STAFF CONTACTS: Daniel C. Davis, Assistant Town Manager
Elizabeth Krens, Director, Finance Department

SUMMARY and RECOMMENDATIONS:

The Town Council has requested regular updates on the implementation of the Tyler/MUNIS Financial Software System Upgrade Project. This item provides the first update to Council subsequent to approval by Council and finalization of the license agreement with Tyler Technologies.

BACKGROUND:

Council approved the new Financial Software System in January 2016. Subsequent to approval, staff worked to finalize the license agreement with the vendor and met with representatives from Tyler Technologies in March for the official project kick-off. At this meeting, staff and the vendor agreed on the timeline of module implementation. The implementation timeline is below:

| Phase | Module(s) | Begin Date | Go-Live Date |
|--------------|---------------------|-------------------|---------------------|
| Phase I | Tax | 6-2016 | 2-2017 |
| Phase II | PR/HR | 1-2017 | 7-2017 |
| Phase III | Financials | 7-2017 | 12-2017 |
| Phase IV | Business Licenses | 8-2017 | 12-2017 |
| Phase IV_A | Transparency Portal | 1-2018 | 7-2018 |
| Phase V | Utility Billing/CSS | 2-2018 | 8-2018 |

Many factors affected the proposed timeline. In particular, staff's regular work duties and critical deadlines (such as tax deadlines, budget development, and year-end close out and CAFR) influence when staff would be able to implement certain modules. Also, staff is limited in our ability to implement multiple modules at the same time, requiring a strategic

plan of which modules can be worked on simultaneously or must wait for staff's availability.

Staff has developed a more detailed project tracking sheet, shown in Attachment 1. This sheet will be updated monthly and will allow staff to keep track of the project progress and provide updates as requested. Staff's intent is to bring an item to Council quarterly to update on the project.

UPDATE:

In May 2016, staff successfully installed a new server to host the Tyler/MUNIS software and the modules were installed by Tyler Technologies staff. The following week, staff held the official kick-off for the Tax Module. We are on target for a late January 2017 go-live for Tax, which gives the Town time to prepare for the Spring 2017 billing cycle.

Also in April and May 2016, staff worked diligently to update our Chart of Accounts, which serves as the core accounting structure of our funds. This process is nearing completion and has gone fairly well, due to the hard work of finance staff.

For the Tax Module, the implementation is going well and there were many positive steps achieved in the kick-off process. It appears that we will not have to use the conversion process from our current system (Capital), which is ideal considering our difficulty in pulling useful data from the current system. Instead, the data will likely be imported in using a tool that will be used to import assessment data from the County each year.

Next steps for the Tax Module include verifying the information to import from the County, developing standard formats for tax bills, and testing the information and module as it is customized with our specific information (such as how we process decals and apply penalties and interest).

Also, in later summer/fall, staff intends to be reviewing and revising certain HR policies and processes in order to set the stage for HR/Payroll implementation to begin in January 2017.

ATTACHMENT:

Project Plan – June 2016

MUNIS Financial System Implementation

Period Highlight: 2 Plan Actual % Complete Actual (beyond plan) % Complete (beyond plan)

| ACTIVITY | PLAN | PLAN | ACTUAL | ACTUAL | PERCENT | PERIODS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|-------|----------|--------|----------|----------|---------|-----|-----|-----|------|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|--|--|--|--|
| | START | DURATION | START | DURATION | COMPLETE | 2016 | | | | | | | | 2017 | | | | | | | | 2018 | | | | | | | | | | | | | | | | |
| | | | | | | May | Jun | Jul | Aug | Sept | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | | | | | |
| Tax/Revenue Module & Chart of Accounts | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Module | 1 | 10 | 1 | 1 | 10% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Kickoff Meeting | 1 | 1 | 1 | 1 | 100% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Convert/Import Data | 1 | 6 | 1 | 1 | 17% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Establish Forms | 2 | 4 | - | - | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Verify Data | 4 | 5 | - | - | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Go-Live | 9 | 2 | - | - | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Human Resources/Payroll | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Entire Module | 9 | 7 | - | - | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Kickoff Meeting | 9 | 1 | - | - | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Import Data | 10 | 4 | - | - | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Verify Processes | 13 | 2 | - | - | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Go-Live | 15 | 1 | - | - | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Core Financials (General Ledger, Budget, AP, POs) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Entire Module | 15 | 6 | - | - | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Kickoff | 15 | 1 | - | - | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TBD | - | - | - | - | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TBD | - | - | - | - | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TBD | - | - | - | - | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Go-Live | 20 | 1 | - | - | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

MUNIS Financial System Implementation

Period Highlight: 2 Plan Actual % Complete Actual (beyond plan) % Complete (beyond plan)

| ACTIVITY | PLAN START | PLAN DURATION | ACTUAL START | ACTUAL DURATION | PERCENT COMPLETE | PERIODS | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|------------|---------------|--------------|-----------------|------------------|---------|-----|-----|-----|------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|
| | | | | | | 2016 | | | | | 2017 | | | | | | | | | | | | 2018 | | | | | | | | | | | |
| | | | | | | May | Jun | Jul | Aug | Sept | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | |
| Business License | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Entire Module | 16 | 5 | - | - | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Kickoff | 16 | 1 | - | - | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TBD | - | - | - | - | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TBD | - | - | - | - | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TBD | - | - | - | - | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Go-Live | 20 | 1 | - | - | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Transparency Portal | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Entire Module | 21 | 7 | - | - | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Kickoff | 21 | 1 | - | - | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TBD | - | - | - | - | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TBD | - | - | - | - | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TBD | - | - | - | - | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Go-Live | 27 | 1 | - | - | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Utility Billing / Citizen Self-Service Portal | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Entire Module | 22 | 7 | - | - | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Kickoff | 22 | 1 | - | - | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TBD | - | - | - | - | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TBD | - | - | - | - | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TBD | - | - | - | - | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Go-Live | 28 | 1 | - | - | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |



STAFF REPORT

ACTION

Item # 13.a.

SUBJECT: Renewal of Contract with American Disposal Services

DATE OF MEETING: June 14, 2016

STAFF CONTACTS: Hooper McCann, Director of Administration
Marty Kloeden, Special Assistant to the Town Manager

SUMMARY and RECOMMENDATIONS:

The current contract with the Town's refuse contractor, American Disposal Services, Incorporated expires on November 30, 2016. The contract permits up to four one-year renewals.

American has provided the Town's residents and staff with excellent service for the past twelve years. In the 2012 Town Annual Citizen Survey the citizens rated the Refuse and Waste Collection service as the highest rated Town service. Staff receives on average about 1-2 complaints per week for missed service or other issues with many weeks having no issues at all. Staff has developed procedures with American for the expeditious handling of all issues and complaints. American has often gone "above and beyond" the scope of their contract to assist the Town in numerous ways such as debris and brush removal from the right-of-way and replacement of older trash cans that most likely were damaged due to wear and tear and not negligence.

Staff recommends renewal of the contract with American Disposal Services.

BACKGROUND:

The Town provides weekly curbside collection of residential refuse, recycling, yard waste and special collections of bulky items including appliances for 2,343 single family and town houses. The monthly cost per unit for the service is \$14.47. The contractor for this service is American Disposal Services, Incorporated. Staff drafted this contract to include collection of recycling and refuse dumpsters at all Town facilities including the Tabernacle and the municipal street trash cans located throughout the downtown area at no additional expense. American was procured originally in April 2004 following a sealed bid process.

The Town consolidated trash and recycling collection to Wednesdays to obtain a monthly unit price of \$15.95 from American which was the low bid. The Town's then incumbent contractor bid \$19.60 per unit.

The savings the Town realized through switching contractors and day of service has carried forward in many subsequent fiscal years. In FY 2008 the Town was paying a per unit cost of \$16.68 and an annual cost of \$436,149 for collection services at 2,179 units with no recycling carts provided to residents compared with \$415,327 today with service at 2,343 units. This price also includes the 64 gallon recycling carts that are available as an additional option for our residents. We currently have 1,179 carts in service.

Refuse and recycling services were procured again in 2011 through a Request for Proposal process. Two responsive proposals were received and evaluated. American was selected to continue to provide services following their Best and Final offer of \$13.91 per unit per month. The next lowest Best and Final offer was \$17.49 per unit. The Town realized very significant additional annual savings from this process as the per unit cost dropped by \$3.79 saving \$8,565 a month from the previous contract.

ISSUES:

Should the Council decide not to renew the contract with American Disposal, the Town will immediately need to commence procurement for a new contractor. Based on the previous procurements, this process will take several months. As this would be a competitive procurement, there are no guarantees as to the final cost or ultimate service level to the Town if a new procurement is initiated for curbside refuse, recycling, yard waste and special collections. Staff notes that as the initial per unit rate with American was very low under the current contract, it is highly unlikely the Town would experience costs savings and most likely could face higher costs for the same or perhaps even lesser levels of service. The expense of the procurement process and the possibility of a temporary contract extension for collection should also be carefully evaluated.

BUDGET IMPACT:

The budget for Fiscal Year 2017 includes \$433,000 for the provision of curbside refuse, recycling, yard waste and special collections. This works out to an increase from Fiscal Year 2016 of approximately 3.3% or \$14,000 to account for new housing units needing service in areas such as Mayfair, a possible rate increase in December, contingencies for special event trash and recycling management and any unforeseen issues such as the need for refuse containers in an emergency.

MOTION(S):

1. I move that the Council approve the renewal of the Contract for the Collection and Disposal of Refuse and Recyclables Collected in the Town of Purcellville, Virginia with American Disposal Services, Incorporated for a one-year term commencing on December 1, 2016 and ending on November 30, 2017. The Town Manager will execute the renewal of the contract on behalf of the Town.

OR

2. I move that the Council not approve the renewal of the Contract for the Collection and Disposal of Refuse and Recyclables Collected in the Town of Purcellville, Virginia with American Disposal Services, Incorporated. Staff is directed to immediately begin procurement for the provision of curbside refuse, recycling, yard waste and special collections for all single family detached and attached residences located within the corporate limits.

OR

3. An alternate motion.

ATTACHMENT(S):

1. American Renewal Letter
2. Contract for the Collection and Disposal of Refuse and Recyclables Collected in the Town of Purcellville, Virginia.



27 April 2016

Mr. Marty Kloeden
Town of Purcellville
221 S. Nursery Avenue
Purcellville, VA 20132

Re: renewal of contract

Dear Mr. Kloeden:

This letter is to confirm the acceptance by American Disposal Services of the renewal of the contract between the Town of Purcellville and American Disposal Services for waste/recycling collection services.

It has been a pleasure and a privilege to provide these services to the Town for the past twelve years.

We appreciate the confidence of the Town in offering the contract renewal.

A handwritten signature in black ink, appearing to read "B. H. Mundale". The signature is written in a cursive style with a large initial "B".

B. H. Mundale
American Disposal Services, Inc.

**CONTRACT
FOR THE COLLECTION AND DISPOSAL OF
REFUSE AND RECYCLABLES COLLECTED IN THE
TOWN OF PURCELLVILLE, VIRGINIA**

This Contract, made and entered into this first day of December 2011 by and between the Town of Purcellville, Virginia, (hereinafter referred to as "Town") a municipal corporation hereinafter referred to as the "Town" and American Disposal Services, Incorporated, (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, pursuant to and in accordance with the provisions of the Code of the Town of Purcellville, Virginia, and its Charter, the Town does hereby authorize and contract with the Contractor to collect and transport any and all refuse and recyclables produced, kept and /or accumulated in the Town of Purcellville; and

WHEREAS, the Council of the Town of Purcellville has found and determined that the public peace, health, welfare and safety in the Town will be preserved and promoted by the execution of such Contract, subject to and in accordance with applicable laws and ordinances;

NOW THEREFORE, for and in consideration of the payments set forth, covenants, promises, undertakings and obligations herein granted, made to each other and assumed by the parties herein and the sum of \$10.00 cash in hand paid by Contractor to Town, the sufficiency and receipt of all of which are hereby acknowledged, the parties agree as follows:

1. Term of Contract

This Contract has a term beginning on December 1, 2011 and expiring on November 30, 2016. The Contract may be renewed at the expiration of its initial term only with the written mutual consent of both parties for four (4) consecutive one-year periods. Either party wishing to renew this Contract shall notify the other in writing of the intention to renew no later than sixty (60) days prior to the expiration of the Contract. The renewal notice period may be reduced only with the written consent of the other party. The Contractor must notify the Town, in writing, at least one hundred and twenty (120) days prior to the contract renewal or expiration if the Contractor intends not to extend the Contract term even if such extension is offered by the Town.

2. Definitions

- A. REFUSE - The terms "garbage", "trash", "refuse", "municipal solid waste" and "rubbish" shall all be construed to have the same meaning. The term "refuse" shall include, but not be limited to: paper, cartons, boxes, garbage, rubbish, household materials, carpeting tied in bundles not to exceed three square feet cross-sectional per bundle, food wastes, non-recyclable metal, crockery and other mineral waste; furniture, box springs, mattresses, toys, porcelain and other similar household items. All such household waste shall be placed in containers, cans, boxes or bags not to exceed sixty (60) pounds in weight.
- B. RECYCLABLE MATERIAL - The term "recyclable material" shall mean those commodities, which are collected by the Contractor pursuant to the Contract

requirements. Unless otherwise negotiated and stated in the Contract, such materials shall include, but are not limited to, the following:

- i. Newspaper (with inserts), magazines, phonebooks, paperback books, catalogs, mail, mixed paper including office, copy and computer paper, cardboard, paperboard (such as cereal, snack and shoe boxes, etc), cardstock, brown paper bags, non-metallic wrapping paper, shredded paper contained in a sealed or tied bag.
- ii. Acceptable Polyethylene terephthalate (PETE) and High Density Polyethylene (HDPE) plastic containers #1 - #7 including bottles, jars, jugs, wide-mouth tubs and trays (clean of food waste), aluminum, steel, tin and bi-metal cans, foil, glass bottles, jars and containers and acceptable yard waste including grass clippings, leaves and brush as further defined herein.
- iii. Recyclable material excludes materials contaminated with food or other waste, Styrofoam of any kind, non-container glass such as cookware or window glass, motor oil containers, construction and demolition materials, vinyl siding and other materials defined herein under yard waste.
- iv. The Town realizes that recycling is a technology that is constantly changing. The definition of recyclable material may change during the term of this Contract to provide a better recycling program for the citizens of the Town with any changes to be agreed upon by both parties in writing.

C. SINGLE STREAM COLLECTION MANDATORY – All recyclables shall be collected on a “Single Stream” basis with all permissible recyclable material commingled in the same recycling container(s).

D. YARD WASTE - The term "yard waste" means decomposable organic waste materials generated on site by yard and lawn care and includes dead plants, trees, shrubs, bushes, weeds, leaves, small tree branches, limbs and tree trimmings, stumps, roots, logs and trunks not exceeding six inches in diameter and four feet in length, twigs, grass trimmings, brush, wood chips and whole Christmas trees, unless otherwise negotiated and stated in the Contract. Yard waste does not include dirt, soil, rocks, stones, bricks, concrete, rubble, sod, mulch or debris from construction or demolition activities (such as drywall, metal, sheets of glass, asbestos, shingles, and floor/ceiling tiles).

E. REFUSE CONTAINERS – Container requirements for refuse in private containers from residences and collected businesses shall be as follows: refuse shall be stored in metal or plastic watertight cans equipped with handles and tight fitting covers. Non-recyclable refuse may be placed in plastic bags tightly secured at the top. Maximum weight for the containers shall be sixty (60) pounds. Plastic bags shall not be filled to such a weight that they will break when handled. Residents shall also have the option of utilizing one 60-70 gallon refuse cart with wheels and lid. Such refuse containers shall be provided by the resident or through a private arrangement with the Contractor.

F. RECYCLABLES CONTAINERS – All recycling containers must be clearly marked so the collector can easily identify them as containing recyclable material. Recyclable materials such as yard waste may also be placed in bio-degradable paper bags (no plastic bags). The Town may, solely at the option of the Town, provide recycling bins to

residents based on availability. Such recycling bins will be clearly marked as containing recyclable material.

- G. UNIT - The term “residential unit” and “place or premise” shall mean every residence, house or living unit and business premises designated by the Town for service under this Contract located within the Town.
- H. TOWN - The word “Town” as used in this Contract shall mean and include all the territory and land lying within the municipal boundaries of the Town of Purcellville, Virginia and such other locations of Town facilities as designated by the Town.
- I. CONTRACTOR - Whenever the word “Contractor” is used herein, it shall be and is mutually understood to refer to the party or parties contracting to perform the work under this Contract or the legal representative of such party or parties.
- J. SPECIAL COLLECTION - Special Collection shall mean the curb-side pick-up and collection of large, bulky items such as, but not limited to, furniture, stoves, ovens, ranges, dishwashers, dryers, clothes washers, water heaters, toilets, sinks and similar items as well as appliances such as, but not limited to, refrigerators, freezers, and air-conditioners (**Freon removed with certification sticker affixed**).
- K. HAZARDOUS WASTE – Hazardous waste includes, but is not limited to, Alkaline, Lithium, and Nicad batteries, ammunition, asbestos, animal/pet care products, Automotive fluids such as brake fluid, transmission fluid and fuel additives (no used oil or antifreeze), button batteries (used in watches, hearing aids, calculators, etc.), cleaners such as bleach, ammonia or solvents, commercial, industrial, or medical waste (including biologically active waste), explosives (including fireworks), fertilizers with herbicides, fire extinguishers, Fluorescent bulbs, Compact Fluorescent Lights, gasoline and other unwanted fuels, herbicides, household batteries, insecticides, mercury thermometers and thermostats, oil-based paint, paint thinners & solvents, pesticides photographic chemicals and swimming pool chemicals.

No Hazardous Waste shall be collected.

3. Contract Interpretation; Incorporation by Reference and Entire Contract; Contract Modification

Should any discrepancy appear or any misunderstanding arise as to any term, condition or any other clause, paragraph, line or word contained herein, the matter will be decided by the Town Manager and the interpretation of the Town Manager shall be binding on the Contractor.

The Contract and all other appendices, exhibits, schedules amendments, the Request for Proposals and the Contractor’s Proposal attached or referred to in this Contract are specifically incorporated by reference into the Contract and constitute the final, complete and exclusive statement of the terms of the Contract between the parties pertaining to the subject matter of this Contract and supersede all prior and contemporaneous Contracts, contracts or understandings of the parties. Both parties expressly agree that this Contract and all terms and conditions therein may not be contradicted by evidence of any prior or contemporaneous statements, agreements

contracts or understandings. The Contract shall not be modified or amended except by a writing signed by the authorized representatives of both parties. The Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successor, trustees, and assigns.

4. Controlling Law and Venue

Should any discrepancy appear or any misunderstanding arise as to any term, condition or any other clause, paragraph, line or word contained herein, This Contract is made, entered into, and shall be performed in the Town of Purcellville, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Circuit Court of the County of Loudoun, Virginia.

4. Administration of Contract

The Town Manager shall administer and supervise the Contractor's operations under the terms of the Contract and in accordance with these specifications.

5. Scope of Services

- A. SERVICES - The services to be performed consist of the complete collection once per week of all refuse, recyclables and yard waste from each residential house, town house, and attached house and at all business places designated by the Town within the corporate limits of the Town (hereinafter designated collectively as "UNITS" with the current unit number stated in Section 5. Q of this Contract), in accordance with all applicable laws, statutes, regulations and ordinances of the federal government, the Commonwealth of Virginia and the ordinances of the Town. The work to be done under this Contract shall consist of furnishing all personnel, labor and equipment for the collection and removal of such refuse, recyclables and yard waste accumulated within the corporate limits of the Town and to the satisfaction of the Town.
- B. RECYCLING – All recyclable material shall be collected on a single stream basis with all materials commingled in container(s). The Town currently provides residents with eighteen (18) gallon recycling bins. Residents can utilize any adequate container for purposes of storing and placing recyclables for collection. The Town currently provides decals to clearly mark such containers as containing recyclables or yard waste only. The Town is under no obligation under this contract to continue to provide said recycling bins or decals. The provision of recycling bins and recycling identification decals is solely at the discretion of the Town.
- C. DAY OF COLLECTION – All collection activities shall be performed each Wednesday (including holidays not specified in Section 5. D.) between the hours of 7: 00 a.m. and 5:00 p.m. No collection shall begin before 7:00 a.m. or continue after 5:00 p.m. without the prior written approval of the Town.
- D. INCLEMENT WEATHER, HOLIDAYS AND STREET REPAIRS AND CLOSURES – Should inclement weather prohibit collection on Wednesday, the Contractor will provide all collection services required by this contract no later than the following business day if all roadways and streets are safe and passable or in a timely manner as soon as roadways

and streets are safe and passable. No collection activities shall be scheduled for Sunday or for the following holidays: New Years, Labor Day, Memorial Day, July 4th, Thanksgiving, and Christmas. If a collection day falls on one of the scheduled holidays, then the Contractor shall pick up the waste or recyclables on the following business day. Should street or road closures prohibit the Contractor from providing collection services, the Contractor will make arrangements to make all missed collections within twenty-four (24) hours of the street or road reopening.

- E. EQUIPMENT - The Contractor shall provide the necessary equipment, excluding residential containers unless such service is selected by the Town, in order to fulfill all Contract obligations stated herein. The collection vehicles shall be all-metal, completely enclosed, packer type refuse bodies and trucks that are designed for the collection of garbage and refuse, recyclables, yard waste and white goods, appliances and bulk items. The Town reserves the right to inspect the Contractor's equipment for issues related to the performance of this contract upon reasonable notice to the Contractor and also require that the equipment to be replaced if said equipment cannot be repaired to the Town's reasonable satisfaction. The Contractor must have a minimum of eight (8) collection vehicles available to collect the Town's refuse, recyclables and yard waste. All collection equipment shall be of sufficient type, capacity and quality to safely and efficiently perform all work specified herein. All vehicles must be kept in good mechanical order, with all safety inspections and certifications required by law kept current, in a reasonably clean state at all times and washed at least weekly.

The Contractor shall operate all vehicles and equipment in a safe manner and in a manner, which provides for the least obstruction possible to vehicular and pedestrian traffic. The Contractor's vehicles and equipment, and there operation, shall conform at all times to all applicable federal, state and local laws, statutes, standards and regulations. All collection vehicles and equipment must be clearly marked with the name of the Contractor, equipped with and utilizing all legally and statutorily required safety equipment, markings, lighting and warning devices.

- F. SPECIAL /BULK COLLECTIONS - Special collection items that are too large, bulky or heavy to be handled in normal curb-side pick-up will be removed on an on-call basis. There shall be no additional fees assessed to the Town or any individual customer for special collections. The resident or business shall contact the Contractor through the toll-free customer service telephone number required in Section 5. N. herein to notify the Contractor of a special collection request. The Contractor shall arrange to collect the special collection items so long as the notice is received no later than twenty-four (24) hours prior to the Wednesday collection day. Special collection items will include, but not be limited to, refrigerators, dishwashers, stoves, ranges, water heaters, washing machines, freezers, toilets, sinks, lumber, all types of household debris including toys and play sets, furniture such as couches, beds, mattresses, file cabinets, shelves, tables, chairs and car or truck tires, and other such large items.

No Hazardous Waste shall be collected.

- G. SPRING CLEAN-UP. There shall be one annual spring clean-up collection to be held on a day agreed upon by the Town and Contractor for the purposes of an additional collection

of yard wastes and large discarded and bulky items. There shall be no additional fees assessed to the Town or any individual customer. This pick-up shall be in addition to the regularly scheduled curbside municipal waste and recyclables pick-up.

- H. REFUSE AND RECYCLING COLLECTION – The day of collection is of great importance to the Town under this contract. Refuse, recycling, yard waste and special pick-up collection shall be on Wednesday of each week unless this date is modified solely at the Town’s discretion. All materials will be picked up at the curb or an area within five feet of the street.
- I. EXTRAORDINARY CIRCUMSTANCES/COLLECTIONS – The Contractor is expressly advised that periodically during the term of this Contract, larger than normal or typical accumulations of refuse, recyclables, bulky and/or larger items and yard waste may be unexpectedly deposited curbside. As public safety issues often accompany such large accumulations of materials, the Town expects that the Contractor will be prepared to make a reasonable effort to collect these materials despite the lack of prior notice. The Town has no collection capability and therefore depends exclusively on the Contractor to clear the public rights of way of such unexpected accumulations.
- J. NARROW STREETS – The Town has many small, narrow streets and rights of way where collection activities will occur. Certain streets and locations will require the Contractor to avoid using larger trucks for collection due to safety and/or access issues. The Contractor expressly acknowledges that it is aware of this transportation situation within the Town and that the Contractor will arrange for smaller vehicles or alternate methods chosen to maximize public safety to perform all required collections on those streets and in those locations the Town so designates.
- K. HANDLING AND DAMAGE OF REFUSE, RECYCLING AND YARD WASTE CONTAINERS – All containers, cans, bins, carts or other receptacles used by the residents for refuse, recycling and yard waste collection shall be handled with the utmost care by the Contractor and thoroughly and completely emptied. All containers, cans, bins or other receptacles shall be returned curbside, but not in the street or on the sidewalk, standing upright, either end up with the cover in very close proximity or returned to the top. All carts shall be returned curbside standing upright with the cover on top of the container. The Contractor shall be responsible and ensure that no refuse, recyclables or yard waste is left either on private property, on Town streets or sidewalks, or on any public property during collection. The Contractor shall collect and properly dispose of spilled refuse, recyclables or yard waste within a radius of fifteen (15) foot of the container(s). The Contractor shall never enter private driveways or private property to collect refuse, recyclable, yard waste or special collection materials.

The Contractor shall be solely responsible for any damage to public or private property (including, but not limited to, cans, carts, bins and containers used for collection) caused by the negligence of the Contractor’s employees during the performance under this Contract. The Contractor shall replace or restore to its original condition any property damaged by the Contractor at no cost to the Town or any resident or business. The Contractor agrees that if it fails to repair, restore or replace such damaged property within ten (10) calendar days of receipt of notice from the Town, the Town shall deduct an amount equal to the cost of replacement, restoration or repair of the property from the next

payment due to the Contractor from the Town. The Contractor expressly agrees that all such deductions, once made by the Town, will not be returned or reimbursed to the Contractor under any circumstances.

- L. SUPERVISION – The Contractor shall provide full-time field supervision by a well qualified supervisor at all times during collection. The supervisor must be available by radio or cellular telephone to respond within one (1) hour to all inquires and complaints during collection. The supervisor shall also go to the Town Hall at least twice during collection on Wednesday to interact with the appropriate Town staff concerning any issues or complaints that may have arisen and to report on their resolution. The Town utilizes a paper form to notify the Contractor in writing of any issues, special pick-ups or complaints. These forms will be faxed to the Contractor’s designated representative and provided to the supervisor on site during collection and available at the Town Hall. The supervisor should note on the form how the issue, special pick-up or complaint was resolved. The supervisor shall be responsible for monitoring all work performed by the Contractor and ensure full compliance with the provisions of this contract and all applicable federal, state and Town laws, statutes, regulations and ordinances.
- M. COLLECTION EMPLOYEES – All persons employed by the Contractor shall be competent, skilled and qualified in the performance of work to which they are assigned. The Contractor shall direct its employees to avoid loud, offensive behavior and profane language at all times during the performance of their duties. Any employee of the Contractor who shall use profane or abusive language to any citizen in the performance of their duties, or who is careless and incompetent, shall be removed from the refuse collection crew working in the Town on the request of the Town. At no time shall there be any soliciting, requesting or accepting of gratuities of any type or amount from any source relating to their performance under the contract. The Contractor, upon representation by the Town that any of its employees who are actually engaged in collection services within the Town are unsatisfactory to the Town for any reason, shall remove such employee or employees from its services within the Town and replace them.
 - i. Training – All persons involved in the performance of the contract, including drivers and helpers, shall receive adequate training before their starting day of service under this contract on the specific routes to which they will be assigned in order to learn the route layouts and eliminate delays and missed collections when actual service commences. The Contractor is responsible for ensuring that all of its employees are totally familiar with the requirements necessary to complete a total and uniform collection of all specified materials from all units and sites within the Town on each collection day.
 - ii. Uniforms – The Contractor shall furnish each person involved in the performance of the collection services of this contract with a clean and neat uniform identifying that person as an employee of the Contractor. The uniform need not be a complete set of clothing but must be sufficient so as to clearly identify the person as an employee of the Contractor. Each employee of the Contractor shall wear such uniforms at all times while performing their collection duties.
 - iii. Safety – The Contractor shall comply with and ensure that the Contractor’s personnel and any subcontracted personnel comply with all applicable federal,

state, and local laws, regulations, ordinances, standards and guidelines relating to safety and health. The Contractor shall provide or cause to be provided all necessary technical expertise, qualified personnel, proper equipment, tools and materials to safely accomplish all work specified to be performed under this contract by the Contractor and any subcontractor(s).

- iv. Qualified Work Force – A fully qualified work force with a sufficient number of workers to perform all required services under this contract shall be maintained throughout the term of this contract. All drivers of commercial vehicles shall possess appropriate driver’s licenses in accordance with applicable federal, state and/or local law, as well as comply with any other requirements specific to the vehicle being operated.

N. CUSTOMER SERVICE AND DESIGNATED TOWN CONTACT – The Contractor shall provide a local or toll-free telephone number for the purpose of handling requests for service, complaints or other issues from residents and businesses of the Town served under this contract during regular business hours of operation. The Contractor shall be courteous and act promptly on all calls, requests for service and complaints. Any complaint called to the Contractor’s office after 5:00 p.m. will be acted upon the following business day. (See Section 8 (E) (ii) Reporting Requirements). The Contractor shall also designate a contact person(s) for the Town Staff to contact directly. This person(s) shall provide the Town with a direct voice telephone line (not the general public telephone line), facsimile line and private business email address so that the Town may contact this person(s) to resolve issues and complaints. A designated Contractor contact must be available to the Town staff during the entire collection day to resolve any issues or complaints that may arise during collection. A designated Town contact shall always be available on each collection day. The Contractor shall also maintain and update a website informing the residents and businesses of the Town of the services provided by the Contractor to the Town and contact information so that residents may contact the Contractor to resolve issues and schedule special collections.

O. MUNICIPAL CONTAINERS AND STREETSCAPE REFUSE CANS – The Contractor is responsible for weekly collection on Wednesdays from all streetscapes refuse receptacles that are placed by the Town (not to exceed thirty (30) such receptacles unless a higher number of receptacles is mutually agreed upon by both parties). The Contractor shall provide the Town with the following refuse and recycling containers at the facilities and locations listed and weekly collection service on Wednesday from each container:

- i. Town Hall (130 East Main Street) – one four (4) yard refuse container and one eight (8) yard single stream recycling container. The Town Hall shall be moving to 221 South Nursery Avenue and the containers listed herein shall be moved by the Contractor to the new location within two business days of notification by the Town
- ii. Water Treatment Plant (16153 Shorthill Road) – one eight (8) yard refuse container and one eight (8) yard recycling container.
- iii. Wastewater Treatment Plant (1001 South 20th Street) - one eight (8) yard refuse container and one eight (8) yard recycling container.

- iv. Maintenance Facility (1005 South 20th Street) - one eight (8) yard refuse container and one eight (8) yard recycling container.
- v. Purcellville Bush Tabernacle (250 South Nursery Avenue) - one eight (8) yard refuse container and one eight (8) yard recycling container.

All containers must be new or newly painted, recycling containers shall be clearly marked for single stream use and all containers must have functional lids. All containers shall be maintained by the Contractor in good repair and condition and the Contractor will promptly replace any container with a new or repainted container at the request of the Town. In addition, at the request of the Town and during each year of this contract, the Contractor shall provide at a site designated by the Town one eight (8) yard refuse container for a maximum ten (10) day period designated by the Town. The refuse from this container shall be removed by the Contractor two (2) times during this ten (10) day period. The container shall be removed by the Contractor within two (2) business days of the expiration of the designated ten (10) day period.

- P. UPDATED UNIT ACCOUNTING – The number of properties and addresses (units) for which refuse and recycling service shall be provided shall be determined solely by the Town with new accountings of the number of units serviced to be made semi-annually in the months of January and July of each Contract year and furnished to the Contractor by the fifteenth (15) day of the applicable month. The first unit accounting due under this Contract shall be on July 15, 2012.
- Q. CURRENT UNITS COLLECTED – The approximate number of units currently served as of May 25, 2011 is 2,260 units.
- R. FAILURE TO PERFORM AND COLLECTION FAILURES/FEEES ASSESSED – If the Contractor fails to collect material from a specified residential, business or governmental collection location including dumpsters, containers and refuse cans used by the Town and required by this Contract and this failure is reported to the Contractor verbally, by email, facsimile or in writing by 2:00 p.m., the Town shall assess a fee of fifty (\$50.00) dollars payable by the Contractor for each occurrence if the material is not collected by 5:00 p.m. of the same day. If the Contractor fails to collect materials from a specific location required in this Contract and the failure is reported to the Contractor after 2:00 p.m., the Contractor shall be assessed a fee of fifty (\$50.00) dollars for each occurrence if the material is not collected by 12:00 p.m. the next day. If a failure to collect is reported by the Town to the Contractor verbally, by email, facsimile or in writing at any time for an address or specific location where collections are made that experience frequent collection problems in the sole discretion of the Town (“a *flagged unit, container or can*”), the Contractor shall immediately be charged fifty (\$50.00) dollars by the Town for each occurrence. A day is defined as a weekday, Saturday, Sunday, or a Holiday.
 - i. If the missed collection of any customer is not corrected, in addition to the fees payable by Contractor described above, The Contractor shall be liable for liquidated damages of fifty (\$50.00) dollars for each occurrence for each day the failure is not corrected.

- ii. The Contractor hereby expressly consents to the deduction from the current or next monthly invoice for services rendered due to the Contractor of all fees or liquidated damages assessed by the Town for collection failures and failure to perform.
- iii. The Contractor hereby expressly and specifically waives any and all defenses as to the validity of any liquidated damages stated in this Contract as they may appear on the grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.
- iv. Contract cancellation – After three (3) consecutive monthly deductions for failure to perform. The Town may terminate this Contract immediately by sending written notice to the Contractor.

6. General Safety Conditions

The Contractor is responsible for public and employee safety and accident prevention. In compliance with this provision, the Contractor shall perform, but not be limited to, the following:

- A. Upon notification of award, and before starting work the Contractor must submit a copy of its safety program and plan to the Town.
- B. Submit the name and qualifications of the employee who will act as safety supervisor under this Contract to perform regular safety inspections of the operations
- C. Plan and execute all work to comply with all applicable federal, state and local laws, regulations, ordinances, and standards.
- D. Hold regularly scheduled activity-specific employee safety meetings. Documentation of meetings, topics discussed, and attendees shall be maintained by the Contractor and available for inspection at the request of the Town.
- E. Ensure that all sub-contractors, if any, are informed of their obligations with regard to safety. (See also Contract Section 10 Sub-Contractors herein). See also Section 5. K. (iii) for additional requirements and conditions.
- F. Maintain an orientation program for new employees that will include as a minimum a review of (a) hazards present in the performance of their work, (b) the personal protection equipment and apparel they will be required to use or wear, and (c) proper work methods. See also Section 5. K. (iii) for additional requirements and conditions.
- G. Prior to commencing work, provide the Town phone numbers for two representatives who can be reached on a twenty-four (24) hours per day, seven (7) days a week basis in case of an emergency.

7. Disposal Locations

All refuse, recyclables, yard waste and special pick-up items shall be disposed of at a site or sites acceptable to the Town. All recyclables must be disposed of at an acceptable and approved Material Recovery Facility (MRF). All yard waste must be disposed of at sites that recycle or otherwise reuse the collected yard waste. The disposal locations must be provided to the Town within ten (10) business days of the initiation of the contract. The Contractor must report to the Town in writing any changes or modifications to the

disposal sites and locations to the Town within ten (10) business days of such site change or modification.

8. Reporting Requirements

- A. The Contractor will be required to keep records and submit reports to comply with Town and state requirements, and to comply with the reporting requirements of the County of Loudoun Codified Ordinances. These reports will serve as a means to apprise the Town of the status of recycling activities and expenditures. The Contractor will also be required to provide certified weight receipts and review receipts from vendors for all materials collected by the Contractor for all refuse, recyclables, yard waste, and special collections.
- B. The Contractor shall maintain any and all ledgers, books of accounts, invoices, vouchers and cancelled checks, as well as all other records or documents evidencing or relating to charges for services, expenditures, or disbursements borne by the Town for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor.
- C. The Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of three (3) years, or for a longer period as required by law, from the date of termination of this Contract.
- D. All records or documents required to be maintained pursuant to this Contract or by law shall be made available for inspection or audit at the Contractor's place of business, at any time, during regular business hours, upon written request by the Town.
- E. The Contractor must submit a detailed report with each monthly invoice for payment and an annual summary report upon the anniversary date of execution of the Contract. No invoice shall be paid by the Town nor any penalty for nonpayment due under this Contract unless the monthly invoice is accompanied by the required report. The fact the Town may not request any monthly or annual summary report from the Contractor is said report was not included with a monthly invoice or offered upon the anniversary date of execution of the Contract in no way relieves the Contractor of the duty to so report pursuant to the requirements of this section and any applicable law. The monthly report shall include at a minimum:
 - i. Status of collection routes and schedule, noting any delays or disruption in service;
 - ii. A copy of the log page or other documentation for each complaint received directly by the Contractor and resolution made by the Contractor in response thereto;
 - iii. The number of non-collection incidents and notices left at residences or businesses identifying each such residence or business and the reason for non-collection;
 - iv. Tonnage summaries of materials collected, by type. Separate reports shall be provided for the curbside recycling program;
 - v. Copies of weight receipts and invoices for sales of materials and recyclables;

- vi. Market prices received for all materials collected;
- vii. Recycling participation rates (monthly) and the methods used to determine these rates such as weekly set out counts by collection area and estimated program participation;
- viii. A discussion of public education activities and their impact on participation and recovered volumes;
- ix. Recommendations for program revisions or improvements.

9. Assignments

The Contractor shall not assign this Contract or any interest therein, or any privilege or right granted therein without the prior written consent of the Council of the Town. Any assignment without such consent of the Council and approval shall be void and shall at the option of the Town immediately terminate this Contract and the privileges granted therein.

10. Subcontractors

The Contractor shall not subcontract all or any portion of the work or business, which it has contracted to perform without prior written consent of the Town.

11. Insurance Requirements

The Contractor and its sub-Contractors, if any, shall obtain and maintain in full force and effect throughout the entire term of this Contract, insurance coverage to insure against all risks, including, but not limited to, those requirements specified herein. Except as the Town may otherwise agree, any insurance required hereby shall be in accordance with and shall conform to the requirements set forth herein, with appropriate insurance certificates delivered prior to the commencement of construction. Notwithstanding any other provision of this Contract or any other document, acceptance by the Town of such certificates shall satisfy all insurance requirements for so long as this Contract and any extensions shall be in effect. Contractor recognizes that the Town must be reasonably satisfied with the insurance certificates provided. The Town must be named as "additional insured" on all policies.

- A. INSURANCE. The Contractor shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting directly from any action, omission, commission, or operation by the Contractor under the Contract, or in connection in any way whatsoever with the contracted work, where and to the extent the Contractor is legally responsible for the damage incurred. (This paragraph is not intended to expand in any way Contractor's potential liability under applicable existing law). The Contractor must hold adequate insurance that, at a minimum, meets the requirements of the Contract. The Contractor shall name the Town as an additional insured (not certificate holder) on each policy of insurance related to all activities under the Contract and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the Town may possess. The Contractor shall maintain insurance to protect itself and the Town from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including

death, and for damages to property which may arise from activities conducted under the Contract, whether such activities be by itself or by any subcontractor or anyone directly employed by either of them. Specifically, the Contractor shall at all times during the term of the Contract maintain:

- a. Workers' Compensation and Employers' Liability Insurance equal to that of the Commonwealth of Virginia, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or Subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereafter enacted, but no Contractor insurance shall be required if Contractor's employees do not enter the Town of Purcellville on Town business related to this project and the insurance of subcontractors where employees do so enter is found sufficient by the Town.
- b. A General Liability Insurance in the amount prescribed by the Town, to protect the Contractor, its Subcontractors, and the interest of the Town, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability Insurance shall also include the Broad Form General Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required. Completed Operations Liability coverage shall continue in force for one (1) year after completion of work. The Commercial General Liability insurance must cover all operations of the Contractor, wherever located. The policy must include Automobile Liability Insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. The insurer shall be licensed to conduct business in the Commonwealth of Virginia and shall have an A.M. Best Key Rating of at least A:VIII. The Town of Purcellville shall be named as an additional insured on the policy and it shall also be stated on the Insurance Certificate that this coverage is primary to other coverage the Town may possess. A Certificate of Insurance and endorsement naming the Town as an additional insured shall be delivered to the Town within seven (7) business days of Notice of Award under the RFP. Performance under this Contract will not commence until a valid Certificate of Insurance evidencing the requirements of this provision has been delivered to the Town.
- c. In the event that Contractor will use its own owned automobiles in the Town, and not just leased vehicles, Automobile Liability Insurance, including property damage, covering all owned, non-owner, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.
- d. No change, cancellation, or non-renewal shall be made in any insurance coverage without twenty day (20) day written notice to the Town. The Contractor shall furnish a new certificate prior to any change or cancellation date. **THE FAILURE OF THE**

CONTRACTOR TO DELIVER A NEW AND VALID CERTIFICATE OF INSURANCE IS GROUNDS FOR TERMINATION OF THE CONTRACT PURSUANT TO CLAUSES TWENTY-THREE (23) AND TWENTY-FOUR (24) OF THE CONTRACT AGREEMENT .

- e. **INSURANCE COVERAGE REQUIRED BY THIS CONTRACT SHALL BE IN FORCE THROUGHOUT THE CONTRACT TERM. SHOULD THE CONTRACTOR FAIL TO PROVIDE ACCEPTABLE EVIDENCE OF CURRENT INSURANCE WITHIN FIVE (5) DAYS OF WRITTEN NOTICE AT ANY TIME DURING THE CONTRACT TERM, THE TOWN SHALL HAVE THE ABSOLUTE RIGHT TO IMMEDIATELY TERMINATE THE CONTRACT WITHOUT ANY FURTHER OBLIGATION TO THE CONTRACTOR, AND THE CONTRACTOR SHALL BE LIABLE TO THE TOWN FOR THE ENTIRE ADDITIONAL COST OF PROCURING THE UNCOMPLETED PORTION OF THE SERVICES UNDER THE CONTRACT AT THE TIME OF TERMINATION.**
- f. Compliance by the Contractor and any Subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor or any Subcontractors of their liabilities and obligations under this Contract
- g. Nothing contained herein shall be construed as creating any contractual relationship between any Subcontractor and the Town. The Contractor shall be as fully responsible to the Town for the acts and omissions of the Subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by the Contractor.
- h. It is understood and agreed by both parties that the Contractor is at all times herein acting as an Independent Contractor.
- i. The Contractor expressly agrees that adequate safety precautions and procedures shall be exercised at all times for the protection of persons (including employees) and property.
- j. In the event the Contractor cannot meet the specifications required by these insurance requirements, alternate insurance coverage, satisfactory to the Office of the Town Manager, or his designee, may be considered if proposed by Contractor at the time of proposal submission only.
- k. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the Office of the Town Manager, or his designee, before the Contract is executed and any work is started. The Town shall be listed on the Certificate only as an "Additional Insured."

- l. In the event Subcontractors are permitted during the Contract, the Contractor will secure and maintain copies of all insurance policies of its Subcontractors which shall be made available to the Town on demand.
- m. If an “ACORD” Insurance Certificate form is used by the Contractor’s insurance agent, the words, “endeavor to” and “...but failure to mail such notice shall impose no obligation or liability of any kind upon the company” in the “Cancellation” paragraph of the form **shall be deleted**.

12. Commercial General Liability

- A. The Contractor shall provide insurance coverage for those sources of liability, which would be covered by the latest edition of the standard Commercial General Liability Coverage Form as filed for use in the Commonwealth of Virginia by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payments, and the elimination of Fire Damage Legal Liability.
- B. The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement to a Commercial General Liability Policy with the following amounts specified for this project:
 - General Aggregate Limit: \$5,000,000
 - Products-Completed Operation Aggregate Limit: \$5,000,000
 - Personal Injury Limit: \$5,000,000
 - Each Occurrence Limit: \$5,000,000
 - Fire Damage Limit: \$50,000
 - Medical Expense Limit: \$5,000
- C. The Contractor shall continue to maintain Products/Completed Operation coverage for a period of three years after the Contract completion date. The insurance shall cover those sources of liability which would be covered by the latest edition of Coverage A of the Commercial General Liability Form or Coverage A or the Products/Completed Operations Liability Coverage Form, as filed for use in the Commonwealth of Virginia by the Insurance Services Office, without restrictive endorsements. The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement with the following amounts specified for this project. The Contractor shall provide evidence of such insurance within fifteen (15) days of the notification of the award of this Contract

Product-Completed Operations

- Aggregate Limit: \$5,000,000
- Each Occurrence Limit: \$5,000,000

13. Contractor to Indemnify and Hold Harmless the Town

- A. The Contractor agrees that it shall indemnify, defend, and hold harmless the Town and its officers, agents, employees, community representatives, volunteers or others working on behalf of the Town from any and all claims, judgments, suits, losses, damages, payments, costs, fines and or fees levied and/or alleged against the Town and expenses of every nature and description, including attorneys' fees, arising out of, connected or associated with or resulting from the lack of performance or performance of the work described in this Contract and all provisions, conditions and terms herein, any Contract documents or any agreement that results from this Contract. Further, the Contractor expressly agrees that if it contracts a subcontractor for work under this Contract, the Contractor will enter into a contract with the subcontractor(s) which specifically indemnifies, defends, holds harmless the Town and its officers, agents, employees, community representatives and volunteers, from any and all claims and losses arising out of, connected or associated with or resulting from the subcontractor(s) lack of performance or performance of the work described in this Contract and all provisions, conditions and terms herein, any Contract documents or any agreement that results from this Contract. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the Town as herein provided.
- B. The Contractor agrees that it shall indemnify, defend, and hold harmless the Town and its officers, agents, employees, community representatives, volunteers or others working on behalf of the Town from any and all claims, judgments, suits, losses, damages, payments, costs, fines and or fees levied and/or alleged against the Town and expenses of every nature and description, including attorneys' fees, arising from liens encumbering the Town's property filed by subcontractors, sub-subcontractors, material providers, suppliers and any and all other persons and entities acting for, on behalf of or under the Contractor, and the Contractor shall immediately discharge or bond such liens off.
- C. Virginia is a Dillon Rule state. Unless specifically permitted by statute, indemnification or attempts to have the Town "hold harmless" others are invalid and unenforceable or an impermissible waiver of the Town's sovereign immunity which may create potential future debt in violation of Virginia Constitutional and statutory requirements. The Contractor expressly acknowledges that the Town does not waive its sovereign immunity.
- D. The Contractor expressly understands and agrees that any insurance protection required by this agreement, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the Town as herein provided.

14. Employment Discrimination Prohibited

- A. EMPLOYMENT DISCRIMINATION PROHIBITED (Code of Virginia, Section 2.2-4311). During the performance of this Contract the Contractor agrees as follows:
 - i. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability,

or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to normal operations of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this nondiscrimination clause.

- ii. All solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an equal opportunity employer.
- iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of the section.
- iv. The Contractor shall include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

(1982, c. 647, § 11-51; 2000, c. [628](#); 2001, c. [844](#).)

15. Drug Free Workplace

A. DRUG FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR (Code of Virginia, Section 2.2-4312).

- i. During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- ii. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

(2000, c. [417](#), § 11-51.1; 2001, c. [844](#).)

16. No Discrimination Against Faith-based Organizations

The Contractor agrees to not discriminate against faith-based organizations as that term is defined in Virginia Code Section 2.2.-4343.1.

17. Compliance with federal, state, and local laws and federal immigration law

As of the time of preparing this RFP and during the term of the Contract, the Contractor agrees that it does not and shall not knowingly employ an unauthorized alien as defined in the Immigration Reform and Control Act of 1986.

(2008, cc. [598](#), [702](#).)

18. Contractor Compliance with State Law; Foreign and Domestic Businesses Authorized to Transact Business in the Commonwealth

- A. Pursuant to Section 2.2-4311.2 of the Code of Virginia, a Contractor selected under this Agreement that is organized as a stock or nonstick corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.
- B. Any business entity described in subsection (a) shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of this Agreement.
- C. The Town may void the Contract with the business entity selected as Contractor if the business entity fails to remain in compliance with the provisions of Section 14 of the Agreement and/or Section 2.2-4311.2 of the Code of Virginia.

(2010, c. [634](#).)

19. Litigation

In the event of any litigation arising out of a breach of said Contract in which the Town is the successful party, the Contractor agrees to pay the Town any and all costs and expenses in connection with such litigation, together with any and all reasonable attorney fees which the Town may be required to pay in connection with such litigation. The choice of law shall be governed by the laws and statutes of the Commonwealth of Virginia without regard to choice of law rules.

20. Payments to the Contractor

- A. **INITIAL UNIT FEE:** The Town shall pay to the Contractor on or before the 30th day of each month the per unit fee of \$13.91 based on the current approximate number of units to be serviced of 2,260 units.
- B. **SURCHARGES AND FUEL FEES:** The Contractor will not impose any additional surcharges or fuel fees of any kind or for any reason during this Contract. The Town's

sole payment obligation to the Contractor each month is the payment of the per unit collection fee based on the current unit count.

- C. **ANNUAL PAYMENT ADJUSTMENTS:** The parties recognize that circumstances beyond their control may affect the cost of performance under this contract. Therefore, on the first anniversary date of the contract and annually thereafter during the term of the contract, the parties shall have the ability to negotiate an adjustment (increase or decrease) to the monthly per unit collection fee in accordance with the methodology set forth herein. All annual price adjustments must be reviewed and approved by the Town of Purcellville in writing prior to taking effect.
- D. The Contractor shall request in writing an adjustment of the monthly per unit collection fee at least sixty (60) calendar days in advance of the contract anniversary date. The contractor shall provide complete and detailed justification for the requested price adjustment to include only the following factors:
- i. Fuel costs
 - ii. Landfill or tipping and transfer fees
 - iii. Inflation based on the most recent published twelve month percentage change of the CPI-U for the Washington-Baltimore, DC-MD-VA-WV area per the U.S. Department of Labor's Bureau of Labor Statistic website

No annual increase of the monthly per unit collection fee shall exceed three percent (3%) based on an aggregate of the three adjustment factors listed herein.

NO OTHER FEES, CHARGES OR PAYMENTS OF ANY KIND WHATSOEVER SHALL BE PAYABLE BY THE TOWN TO THE CONTRACTOR UNDER THIS CONTRACT.

21. Performance is a Condition

This Contract and privileges herein granted to the Contractor are conditioned upon the faithful performance by the Contractor and by each and every one of its subcontractors, if any, of each and every term and provision herein agreed to be performed by the Contractor or required to be performed by its sub-contractors, and the payment of all license fees and other monies herein agreed to be paid by the Contractor. The performance by the Town of this Contract is conditioned upon the budget approval and appropriation each year for payment pursuant to such Contract.

22. Right of Town to Perform Work

The Contractor agrees that if it fails to collect and dispose of refuse and recyclable materials and/or perform any of the provisions, terms, conditions, requirements and services in this Contract for a period of five (5) calendar days or more during which it is required to do so, the Town shall have authority, without further notice to the Contractor, to arrange for the collection and disposal of refuse and recyclables and all other services required under this contract and deduct any and all costs incurred from funds that may be due the Contractor and make demand upon the Surety for payment to the Town of all costs incurred upon the performance bond required to be posted by the Contractor as a performance guarantee under Section 25 herein.

23. Default by Contractor

- A. If the Contractor shall fail to properly collect and dispose of refuse, yard waste and recyclable materials for a period of five (5) calendar days during which it is required to do so, unless failure is due to strikes, acts of God or other causes beyond the control of the Contractor, the Contractor shall be guilty of a substantial violation of the Contract, and shall be in default.
- B. If the Contractor shall fail to fulfill any other conditions of the Contract, unless the failure is due to strikes, acts of God or other causes beyond the Contractor's control, after having been given written notice of such failure and being allowed a reasonable time, for compliance, not to exceed five (5) calendar days, the Contractor shall be guilty of a substantial violation of the Contract, and shall be in default.
- C. In the event of such default of the Contract by the Contractor, any and all sums retained by the Town or unpaid to the Contractor as of the date of such default, shall be forfeited to the Town as herein provided.
- D. If the Contractor shall be adjudged bankrupt, or if it shall make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of its insolvency, or it shall persistently or repeatedly refuse or shall fail to perform or if it shall fail to make prompt payment to creditors, or persistently disregard laws or ordinances or otherwise default on any provision of the Contract Documents, then the Town, upon certification by the Town that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor and the surety, if any, on the performance guarantee given by the Contractor five (5) days written notice, terminate the employment of the Contractor and perform the work by whatever method the Town may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment. If the expense of performing the work, including compensation for additional managerial and administrative services shall exceed the balance of the Performance and Payment Deposit, or the value of any performance guarantee posted by the Contractor, the Contractor shall be liable for the payment of the amount of such excess to the Town. The expense incurred by the Town as herein provided and the damage incurred through the Contractor's default shall be certified by the Town.

24. Termination

- A. Subject to the provisions below, the Contract may be terminated by the Town upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this Contract may be extended upon written approval of the Town until said work or services are completed and accepted.
 - i. Termination for Convenience – In the event that this Contract is terminated or cancelled upon request or for the convenience of the Town, without the required thirty (30) days advance written notice, then the Town shall pay the Contractor a reasonable, equitable adjustment in the Contract price for completed satisfactory performance only, if applicable. No amount shall be allowed for anticipated profit on unperformed services.

- ii. Termination for Cause – The Town may terminate this Contract for cause, default, or negligence on the part of the Contractor at any time. Termination by the Town for cause, default or negligence on the part of the Contractor shall be excluded from provision 19 (i); termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause. In the event any Termination for Cause is found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a Termination for Convenience.

- iv. Termination Due to the Unavailability of Funding in Succeeding Fiscal Years – All funds for payments by the Town for services under this Contract are subject to the availability of general or specific annual appropriation for this purpose. In the event of non-appropriation of funds for services provided under this Contract the Town will terminate this Contract, without any termination charges of any kind or other liability to the Town, on June 30th of the then current fiscal year or when the appropriation made for the then current year for the services covered by the contract is expended, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the Town shall not be obligated under this Contract beyond the date of termination. Contractor will be reimbursed for the reasonable value of any actual, documented, nonrecurring costs incurred but not amortized in the price of the services delivered under the Contract prior to the date of termination. No amount shall be allowed for anticipated profit on unperformed services.

25. Performance Bond

The Contractor shall provide the Town, upon full execution of this Contract, and shall keep same in full force and effect during the term of the Contract, a performance bond, in the form acceptable to the Town Attorney, in the amount of One Hundred Percent (100%) of the total annual initial proposed cost from a financial institution duly authorized to do business in the Commonwealth of Virginia and conditioned on the faithful performance of this Contract by the Contractor and its sub-contractors, if any, and the indemnification of the Town against all losses by reason of Contractor's negligence, willful misconduct, nonperformance of any of the provisions of the Contract, or any and all claims and demands of any character whatsoever required to be indemnified and/or insured by the Contract. The performance bond amount shall be updated annually on the anniversary of the Contract execution with the new bond amount based upon the updated annual cost.

26. Loudoun County Code

The Contractor shall be permitted as a Solid Waste collector in accordance with Chapter 1084.06 of Loudoun County Codified Ordinances – Solid Waste Collection and Transportation. The Contractor shall retain a valid permit under Chapter 1084 for the duration of this contract. The Contractor shall take all refuse, trash, MSW and solid waste recyclables to a lawfully permitted facility and the Town specifically reserves the right to review receipts for both trash and recyclables. Within fifteen (15) days of Notice of

Award, the Contractor shall submit proof of its compliance with these requirements to the Town.

27. Entire Contract and Contract Modification

- A. This Contract, together with the Request for Proposals, the Contractor’s Proposal, the Performance Bond, and all other appendices, exhibits, and schedules attached or referred to in this Contract or the Request for Proposals or the Contractor’s Proposal constitute(s) the final, complete, and exclusive statement of the terms and conditions of the Contract between the parties pertaining to the subject matter of this Contract and supersede all prior and contemporaneous understandings , contracts, inducements, or conditions, expressed or implied, oral or written, of the parties. Both parties agree that this Contract may not be contradicted by evidence of any prior or contemporaneous statements or contracts.
- B. The Contract shall not be modified or amended except by mutual consent in a writing signed by duly authorized representatives of both parties. Both parties agree that the Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

28. Severability.

In the event that any term, condition or provision of this Contract is found by a court of competent jurisdiction to be void, invalid or unenforceable, all remaining sections and provisions of this Contract shall remain in full effect and be binding on the parties.

29. Examination of Records.

The Contractor agrees that the Town or any duly authorized representative shall, until the expiration of three (3) years after the final payment hereunder, have access to and the right to examine and copy any pertinent books, records, documents, papers (hardcopy, electronic or otherwise) of the Contractor (or any Subcontractor) involving any transaction related to this Contract.

30. Notice.

All written notices required under this Contract shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day service and provides a receipt. Such notices shall be addressed as follows:

For the Town:

Robert W. Lohr, Jr., Town Manager
Town of Purcellville
130 East Main Street
Purcellville, Virginia 20132

For the Contractor:

B. H. Mundale
American Disposal Services, Incorporated
P.O. Box 1326
Centreville, VA 20122

The Notice Address may be changed with written notice of the new address to the other party. Any notice shall be effective only upon delivery.

31. Execution of Contract

IN WITNESS WHEREOF, Town and Contractor have executed, or caused to be executed by their duly authorized officials, this Contract in two copies, each of which shall be deemed an original on the date first above written.

THE TOWN OF PURCELLVILLE, VIRGINIA

Robert W. Lazaro, Jr.

Mayor

CONTRACTOR

B. H. Mundale

Government Contracts Manager

American Disposal Services, Incorporated

Sworn and acknowledged before me by Robert W. Lazaro, Jr., as the Mayor of the Town of Purcellville, Virginia, this the 14th day of October, 2011.

Notary Public

My commission expires: 6/30/2012.



Sworn and acknowledged before me by B. H. Mundale, Government Contracts Manager, of American Disposal Services, Incorporated, this the 14th day of October, 2011.

Notary Public

My commission expires: 6/30/2012.



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STAFF REPORT
ACTION ITEM

Item #13.b.

SUBJECT: Adoption of FY 2017 Budget and Appropriations for Expenditures; Adoption of Master Tax and Fee Schedule

DATE OF MEETING: June 14, 2016

STAFF CONTACTS: Robert W. Lohr, Jr., Town Manager
Daniel C. Davis, Assistant Town Manager

SUMMARY:

Over the past several months, Town Council has considered the *Proposed Fiscal Year 2017 Fiscal Plan & Capital Improvement Program Fiscal Year 2017-2021* ("FY 2017 Budget), which was prepared in accordance with Code of Virginia, Section 15.2-2503 and delivered to Town Council on March 15, 2016. The Town Manager also posted the Proposed FY 2017 Budget on the Town's website on March 15, 2016. The Town advertised a brief synopsis of the FY 2017 Budget in The Purcellville Gazette on March 25, 2016 and April 1, 2016, and held a public hearing on April 12, 2016, all in accordance with state law.

During the review period, Town Council considered the FY 2017 Budget as proposed by the Town Manager and directed that certain changes be made to achieve a reduction of \$242,000 in order to maintain the current Real Property Tax rate. A complete list of the changes directed by Town Council is attached to this Staff Report and titled *Summary of Changes to the FY 2017 Budget*. The proposed Resolution adopts the FY 2017 Budget subject to the changes shown in the Summary of Changes.

The Proposed FY 2017 Budget and associated documents can be found online at: <http://www.purcellvilleva.gov/budget>.

BACKGROUND:

Under Section 15.2-2506 of the Code of Virginia (1950), as amended, the budget is a fiscal planning document and its adoption by Town Council does not authorize any expenditures. In order for budgeted expenditures to be made in FY 2017, the Town Council must, in

addition to adopting the Budget, adopt a resolution appropriating such funds. Further, once funds are appropriated by Town Council, they must be spent within the same fiscal year they were appropriated, or the Town Council must re-appropriate those funds to be expended the following fiscal year. Such re-appropriations are often necessary for capital improvement projects, which may take several years to complete.

The proposed Resolution appropriates for expenditure all funds budgeted in the FY 2017 Budget, as amended by the *Summary of Changes to the FY 2017 Budget*, and also re-appropriates for expenditure in FY 2017 the capital improvement project funds that were appropriated by Town Council in FY 2016 but were not spent within FY 2016.

To ensure efficient and effective Town operations, the Town Manager must have the authority and flexibility to execute the Town Council's approved budget in a dynamic operating environment. The proposed Resolution, Section V, authorizes and directs the Town Manager to take all appropriate administrative actions necessary and prudent to effectuate implementation of the adopted budget including, but not limited to, transferring money within and between funds, paying all short and long term debt due, and establishing necessary encumbrances at fiscal year-end. This authority is a standard practice and is similar to other local jurisdictions as Leesburg and Loudoun County.

ISSUES:

Staff strongly recommends that Council take action on the Budget and Master Tax and Fee Schedule at the June 14, 2016 Meeting. Deferring action until June 28th would push the approval date later than Council has ever waited and would cause concern with funding of activities, staff, and contracts effective July 1st. Should Council have a desire to amend the Budget as proposed at the June 14th meeting, staff can update and finalize the Resolution based on the vote taken by Council. It is noted that any change in the proposed utility fee schedule (water and sewer rates) may result in the reduction of funds transferred to the Utility Reserve Fund for future capital needs and operating expenses, which will affect the model of future rates and the fund's structural balance.

Staff wants Council to be aware of a few items:

- 1. General Fund:** The General Fund is balanced with the changes previously discussed with Council and shown in the Summary of Changes document.
- 2. Special Parks and Recreation Fund:** Staff has requested an enhancement in this fund. Should Council retain the enhancement as proposed, Staff will be evaluating

the most effective way to implement this enhancement in order to achieve the best operational support.

In addition, there were discussion of where to show the Parks and Recreation Advisory Board Funds. Staff supports maintaining the PRAB line items in the Special Parks and Recreation Fund so that they are budgeted along with similar activities. However, Staff can create a separate “department” line for the PRAB to more clearly delineate its activities and funding.

3. **Utility Funds:** At this time, Council has discussed future rate structures based on development scenarios. Unless otherwise revised by Council, the rate structure is proposed as a 3% increase in the Water Rates and a 5% increase in the Sewer Rates.
4. **Master Tax and Fee Schedule:** Staff has advertised and held a public hearing on the Master Tax and Fee Schedule. Many of the taxes and fees are proposed to remain the same for FY17. Certain changes include: utility rates (mentioned above), community development fees, and revision to bulk water rates to achieve additional revenue through this program. Staff notes that certain fees may be reevaluated mid-year and brought back for further revision as warranted.

BUDGET IMPACT:

Under Section 15.2-2503 of the Code of Virginia (1950), the governing body shall approve the budget and fix a tax rate for the budget year no later than the date on which the fiscal year begins.

MOTION(S):

1. “I move that Town Council adopt Resolution Number 16-05-02, adopting the FY 2017 Budget as amended by the *Summary of Changes to the FY 2017 Budget*, appropriating for expenditure in FY 2017 all funds contained in the FY 2017 Budget, re-appropriating for expenditure in FY 2017 the Capital Improvement Program (CIP) project funds that were appropriated by Town Council in FY 2016 but were not spent within FY 2016, and authorizing and directing the Town Manager to take all steps necessary and prudent to effectuate the implementation of the FY 2017 Budget.” AND

“I further move that the Town Council adopt Ordinance 16-05-01, adopting the taxes, rates, and fees set forth in the FY2017 Master Tax & Fee Schedule, and amending the Town Code by adding Appendix A, which sets forth the Master Tax & Fee Schedule.”

ATTACHMENT(S):

1. Summary of Changes to the FY 2017 Budget
2. FY 2017 Budget (available at <http://www.purcellvilleva.gov/budget>)
3. Resolution 16-05-02
4. Ordinance 16-05-01

**SUMMARY OF CHANGES TO THE FY 2017 BUDGET
AS OF 5/4/16**

| Operating Budget Revenues | | | Town Manager | Proposed | Net Change |
|--|------------------|------------------------|---------------------|-----------------|-------------------|
| Fund | Account # | Account Title | Budget | Changes | TM Budget |
| GF | 100-3110101-0000 | Real Estate Tax | \$2,853,557 | \$2,611,557 | (\$242,000) |
| GF | 100-3189905-0000 | Mary's House of Hope | \$0 | \$300,000 | \$300,000 |
| GF | 100-3220108-0000 | Law Enforcement/VA | \$106,648 | \$110,082 | \$3,434 |
| TOTAL GF REVENUE CHANGES | | | | | \$61,434 |
| WF | 501-3835000-0000 | Pilot Bulk Water Sales | \$0 | \$10,000 | \$10,000 |
| WF | 501-3965000-0000 | Forestry Management | \$0 | \$130,000 | \$130,000 |
| TOTAL WF REVENUE CHANGES | | | | | \$140,000 |
| TOTAL REVENUE CHANGES - ALL FUNDS | | | | | \$201,434 |

| Operating Budget Expenditures | | | Town Manager | Proposed | Net Change |
|--|------------------|----------------------------------|---------------------|-----------------|-------------------|
| Fund | Account # | Account Title | Budget | Changes | TM Budget |
| GF | Various accounts | Health Insurance | \$744,923 | \$689,923 | (\$55,000) |
| GF | Various accounts | Pay/Benefits Miscalculations | \$1,330,622 | \$1,380,622 | \$50,000 |
| GF | 100-4012100-3130 | Consulting/General | \$15,000 | \$10,000 | (\$5,000) |
| GF | 100-4012100-5308 | Municipal-Insurance | \$120,000 | \$110,000 | (\$10,000) |
| GF | 100-4012100-6013 | Public Information | \$10,000 | \$5,000 | (\$5,000) |
| GF | Various | Legal Services | \$139,000 | \$109,000 | (\$30,000) |
| GF | 100-4041050-3145 | Police Station Feasibility Study | \$50,000 | \$0 | (\$50,000) |
| GF | Various accounts | Compensation Recalculation | \$338,542 | \$318,542 | (\$20,000) |
| GF | 100-4041050-3142 | Consulting/Engineering | \$30,000 | \$20,000 | (\$10,000) |
| GF | 100-4041100-3142 | Consulting/Engineering | \$60,000 | \$50,000 | (\$10,000) |
| GF | Various accounts | State Street Maint. Expenditures | \$528,000 | \$478,000 | (\$50,000) |
| GF | 100-4041300-5922 | Town Street Maint. | \$219,500 | \$214,500 | (\$5,000) |
| GF | 100-4094000-8205 | Capital Outlay Vehicle - Police | \$84,000 | \$42,000 | (\$42,000) |
| GF | 100-4092000-0200 | Contingency/Surplus | \$51,778 | \$355,212 | \$303,434 |
| TOTAL GF EXPENSE CHANGES | | | | | \$61,434 |
| WF | 501-4092000-0200 | Contingency/Surplus | \$1,341,905 | \$1,481,905 | \$140,000 |
| TOTAL EXPENDITURE CHANGES ALL FUNDS | | | | | \$201,434 |

**TOWN OF PURCELLVILLE
IN
LOUDOUN COUNTY, VIRGINIA**

RESOLUTION NO. 16-05-02

PRESENTED: May 24, 2016
ADOPTED: _____

A RESOLUTION: TO ADOPT THE BUDGET FOR FY 2017; TO APPROPRIATE EXPENDITURES FOR FY 2017; TO AUTHORIZE BUDGET AMENDMENTS AND SUPPLEMENTAL APPROPRIATIONS; AND TO AUTHORIZE AND DIRECT THE TOWN MANAGER TO TAKE ALL STEPS NECESSARY TO EFFECTUATE THE IMPLEMENTATION OF THIS RESOLUTION.

WHEREAS, pursuant to Section 15.2-2503 of the Code of Virginia (1950), as amended, the Town Council must approve for fiscal planning purposes a budget that contains a complete and itemized classified plan of all contemplated expenditures, all estimated revenues, and all estimated borrowings for the Town during the fiscal year beginning July 1, 2016 and ending June 30, 2017 (“FY 2017”); and

WHEREAS, the Town Manager has prepared for FY 2017 a budget entitled *Proposed Fiscal Year 2017 Fiscal Plan and & Capital Improvement Program Fiscal Year 2017-2021* (“FY 2017 Budget”), which was considered and discussed by Town Council through a series of work sessions; and

WHEREAS, the Town Council has directed staff to change the Proposed FY 2017 Budget to reflect certain changes, which are listed in a document entitled *Summary of Changes to the FY 2017 Budget*; and

WHEREAS, the FY 2017 Budget, as it is to be amended by the *Summary of Changes to the FY 2017 Budget*, has been duly advertised and meets all requirements of the Code of Virginia; and

WHEREAS, pursuant to Section 15.2-2506 of the Code of Virginia (1950), as amended, in addition to adopting a budget each fiscal year, the Town Council must also take action to appropriate all funds to be expended each fiscal year, before the Town may either obligate or spend such funds; and

WHEREAS, pursuant to Section 15.2-2506 of the Code of Virginia (1950), as amended, the Town must spend all appropriated funds in the same fiscal year for

which they were appropriated, unless the Town Council votes to re-appropriate unspent funds for expenditure in the following fiscal year; and

WHEREAS, the Town Council appropriated in FY 2016 certain capital improvement project funds that were not fully expended in FY 2016.

NOW, THEREFORE, the Council of the Town of Purcellville, Virginia hereby resolves:

SECTION I. The FY 2017 Budget is hereby approved and adopted in its entirety subject to the incorporation by Staff of all changes listed in the *Summary of Changes to the FY 2017 Budget*. The FY 2017 Budget shall include fund categories and budgeted expenditures for such fund categories as follows: General Fund, **\$10,860,549**; Parks and Recreation Fund, **\$541,394**; Utility Funds (includes Water Fund and Wastewater Fund), **\$9,003,973**; and Capital Projects Funds, **\$1,214,538**.

SECTION II. The budgeted expenditures in each fund category, as reflected in the FY 2017 Budget and the *Summary of Changes to the FY 2017 Budget*, are hereby appropriated.

SECTION III. The capital improvement project funds that were appropriated in FY 2016 for expenditure in the General, Water, and Wastewater Funds, but not spent in FY 2016, are hereby re-appropriated for expenditure in FY 2017, in amounts not to exceed the following: General Fund: **\$3,549,557**; Water Fund: **\$453,247**; and Wastewater Fund: **\$200,000**.

SECTION IV. Amendments to the FY 2017 Budget and supplemental appropriations may be enacted by the Town Council by resolution from time to time.

SECTION V. The Town Manager is hereby authorized and directed to take all appropriate administrative actions necessary and prudent to effectuate implementation of this Resolution including, but not limited to, transferring money within and between

funds, paying all short and long term debt due, and establishing necessary encumbrances at the end of the fiscal year.

SECTION VI. All prior budgets, ordinances, and resolutions in conflict herewith are hereby repealed.

SECTION VII. If any provision of this Resolution is declared invalid, the decision shall not affect the validity of the Resolution as a whole or any remaining provisions of the Resolution.

SECTION VIII. This Resolution shall be effective July 1, 2016.

PASSED THIS ____ DAY OF _____, 2016

Kwasi A. Fraser, Mayor
Town of Purcellville

ATTEST:

Diana Hays, Town Clerk

TOWN OF PURCELLVILLE
IN
LOUDOUN COUNTY, VIRGINIA

ORDINANCE NO. 16-05-01

PRESENTED: April 12, 2016
ADOPTED: _____

AN ORDINANCE: ADOPTING TAX RATES, FEES, AND FINES AS SHOWN ON THE MASTER TAX AND FEE SCHEDULE FOR FISCAL YEAR 2017; AMENDING THE PURCELLVILLE TOWN CODE BY ADDING “APPENDIX A,” SETTING FORTH THE MASTER TAX AND FEE SCHEDULE

WHEREAS, Virginia Code Section 15.2-107 provides that all levies and fees imposed or increased by a locality pursuant to the provisions of Chapters 21 or 22 of Title 15.2 of the Code of Virginia shall be adopted by ordinance; and

WHEREAS, in order to consolidate the location of all taxes and fees imposed by the Town on a fiscal year basis into a single document, the Town has established a Master Tax & Fee Schedule; and

WHEREAS, the Master Tax and Fee Schedule was duly advertised in the Purcellville Gazette, published on March 25, 2016, and April 1, 2016; and

WHEREAS, the Town Council conducted a public hearing on April 12, 2016 to receive comments on the Master Tax and Fee Schedule, as it was advertised.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Town of Purcellville, Virginia, as follows:

SECTION I. That all tax rates, fines, and fees shown on the Master Tax & Fee Schedule for Fiscal Year 2016-2017 are hereby adopted effective July 1, 2016.

SECTION II. That all tax rates, fines, and fees adopted under this Ordinance shall supersede any conflicting tax rate, fine, or fee previously adopted.

SECTION III. That the Town Code of Purcellville, Virginia is hereby amended by adding Appendix A, Master Tax & Fee Schedule, as follows:

Town of Purcellville
Master Tax & Fee Schedule
Adopted Effective July 1, 2016 (FY 2016-2017)

| CATEGORY | TAX RATE OR FEE | CODE REFERENCE |
|--|--|---|
| GENERAL FUND | | |
| Sales Tax | 6% (4.3% state, 1% local, .7% NVTVA) Local 1% collected by State and remitted to Loudoun County to distribute according to number of school aged children residing in the Town. | (VA Code §58.1-603) |
| Utility Tax | | |
| Electric Utility Tax: | | |
| Residential | \$1.05 plus \$.0011363 on each kwh | (VA Code §58.1-3814) (Town Code 74.49) |
| Commercial | \$1.72 plus \$.010204 on each kwh | |
| Industrial | \$1.72 plus \$.010204 on each kwh | |
| Business License Tax | | |
| Rates per category / value of gross receipts | | |
| Business License Tax: | | |
| Business Service | \$.17/\$100 gross receipts | (VA Code §58.1-3703) (Town Code 18-41) |
| Contractor | \$.14/\$100 gross receipts | |
| Direct Sellers >\$4,000 | \$.17/\$100 gross receipts | |
| Financial Service | \$.17/\$100 gross receipts | |
| Fortune Teller | \$500 annual flat fee | |
| Hotel, Motel, Rooming House | \$.17/\$100 gross receipts | |
| Massage Therapy | \$.17/\$100 gross receipts | |
| Nonprofit Organization | None- must provide 501(c)(3) | |
| Personal Service | \$.17/\$100 gross receipts | |
| Professional | \$.17/\$100 gross receipts | |
| Public Utilities | 1/2 of 1% gross receipts | |
| Repair Service | \$.17/\$100 gross receipts | |
| Real Estate Service and Lessors of Real Property (dwellings 3 or more) | \$.17/\$100 gross receipts | |
| Restaurant | \$.17/\$100 gross receipts | |
| Retail Merchant | \$.17/\$100 gross receipts | |
| Wholesale Merchant | \$.05/\$100 purchases of goods of sale | |
| Manufacturer | None | |
| Itinerant Merchant or Peddler | \$500 annual flat rate | |
| Carnival/Amusement | \$500 per event | |
| Coliseum, Arenas (public, +10,000 capacity) | \$1,000 annual flat rate | |
| Savings & Loan, Credit Union | \$50 annual flat rate | |
| Photographer- no VA established business | \$30 annual flat rate | |
| Minimum License Fee | \$20 | |

Town of Purcellville
Master Tax & Fee Schedule
Adopted Effective July 1, 2016 (FY 2016-2017)

| CATEGORY | TAX RATE OR FEE | CODE REFERENCE |
|---|--|---|
| Farm & Community Market Fee | \$20 per space | (Town Code Ord # 10.12.02) (Town Code 18-153) |
| Motor Vehicle Decals | | |
| Automobiles | \$25.00 | (VA Code §46.2-752) (Town Code 78-47) |
| Motor Cycle | \$15.00 | |
| Antique | \$1.00 | |
| Military | \$1.00 | |
| Transfer | \$1.00 | |
| Penalty for Late Purchase | \$1.00 | |
| Lost Decal | \$1.00 | |
| Qualified vehicle - volunteer | No fee | |
| Bank Franchise Tax | 80% of State rate of 1%/\$100 of net capital | (VA Code §58.1 Chapter 12) (Town Code 74-4) |
| Cigarette Tax | .65 per pack | (VA Code §58.1-3840) (Town Code 74-180) |
| Transient Occupancy Tax | 3% of amount paid for lodging or use of space | (VA Code §58.1-3840) (Town Code 74-222) |
| Meals Tax | 5% | (VA Code §58.1-3840) (Town Code 74-82) |
| Loudoun County Gas Tax | County voluntary contribution to the Town | |
| Communications Tax | 5% of sales price of each communications service collected by State and apportioned to localities. | (VA Code §58.1-648) |
| Community Events Sign | \$55 (in Town org) / \$65 (out of Town org) | |
| Right of Way Use Application Fee | \$40.00 | (VA Code § 56-468.1) |
| Right of Way Reinstatement Fee | \$30.00 | (VA Code § 56-468.1) |
| Right of Way Performance Guarantee Fee | 100% of Project Cost | (VA Code § 56-468.1) |
| Right of Way Use Fee | \$1.05 per access line | (VA Code § 56-468.1) |
| Bad Check Fee | \$50 | (VA Code § 15.2-106) (Town Code 1-18) |
| Ordinance Mowing Administrative Fee | 20% of Fees | |
| Mowing Fee | Cost of Contractor Mowing | |
| Certified Letter Fee - Violation Notice | Current USPS Rate | |
| Certified Letter Fee - Invoice | Current USPS Rate | |

Town of Purcellville
Master Tax & Fee Schedule
Adopted Effective July 1, 2016 (FY 2016-2017)

| CATEGORY | TAX RATE OR FEE | CODE REFERENCE |
|--|---|------------------------------------|
| POLICE | | |
| Child restraint/safety belt violation (under 18 years, first offense - pay fine only) | \$50.00 | |
| Disabled parking violation | \$150.00 | |
| Driving wrong way on one-way street | \$30.00 | |
| Earphones while driving | \$25.00 | |
| Equipment violation (each charge) | \$30.00 | |
| Expired rejection sticker | \$50.00 | |
| Failure to dim headlights while moving | \$30.00 | |
| Failure to display license plates | \$25.00 | |
| Failure to drive on right side of highway | \$30.00 | |
| Failure to give proper signal | \$30.00 | (VA Code § 46.2-851) |
| Failure to have vehicle inspected | \$30.00 | |
| Failure to correct defects | \$50.00 | |
| Failure to obey highway signs | \$30.00 | (VA Code § 46.2-830) |
| Failure to obey traffic lights | \$100.00 | (VA Code § 46.2-833) |
| Evasion of traffic control device | \$50.00 | |
| Failure to obtain registration | \$25.00 | |
| Failure to secure load | \$30.00 | |
| Failure to use seat belt (pay fine only) | \$25.00 | |
| Failure to yield right of way | \$30.00 | (VA Code § 46.2-820 to § 46.2-829) |
| Following too closely | \$30.00 | (VA Code § 46.2-816) |
| Illegal radar detector | \$40.00 | |
| Impeding flow of traffic | \$30.00 | |
| Improper lane change | \$30.00 | |
| Improper passing | \$30.00 | |
| Improper towing | \$30.00 | |
| Improper U-turn | \$30.00 | (VA Code § 46.2-845) |
| Speeding (other than in a residence zone, highway work zone or school crosswalk) | \$6.00 per MPH over speed limit | (VA Code § 46.2-870 to § 46.2-876) |
| Speeding in residence zone | \$200.00 plus \$8.00 per MPH over speed limit | (VA Code § 46.2-878.2) |
| Highway Safety Corridor moving violation (double the prepayable fine) | (double the prepayable fine) | (VA Code § 46.2-947) |

Town of Purcellville
Master Tax & Fee Schedule
Adopted Effective July 1, 2016 (FY 2016-2017)

| CATEGORY | TAX RATE OR FEE | CODE REFERENCE |
|---|--|-----------------------|
| COMMUNITY DEVELOPMENT | | |
| Administrative Permits | | |
| Zoning Permits | | |
| New construction: | | |
| Residential | \$200 | (VA Code § 15.2-2286) |
| Non-Residential | \$250 | |
| Additions & Alterations: | | |
| Residential | \$75 | (VA Code § 15.2-2286) |
| Non-Residential | \$150 | |
| Accessory Structures: | | |
| Decks, fences & sheds under 150 sq ft | \$50 | (VA Code § 15.2-2286) |
| All other accessory structures | \$75 | |
| Construction Trailer | \$300/year | (VA Code § 15.2-2286) |
| Demolition | All structures \$150 | |
| Home Occupation Permit | \$75 | (VA Code § 15.2-2286) |
| Home Child Care Center (12 children or less) | \$100 | (VA Code § 15.2-2286) |
| Occupancy Permit: | | |
| Residential* | \$50 | (VA Code § 15.2-2286) |
| Commercial* | \$150 | |
| Temporary* | \$100 | |
| *includes 1 inspection | \$100 for each re-inspection | |
| Sign Permits | | |
| Permanent Signs | 1-10 SF: \$75 11-30 SF: \$100 > 30 SF: \$150 | (VA Code § 15.2-2286) |
| Temporary Signs | \$35 | (VA Code § 15.2-2286) |
| Signs removed from public right of way | \$25 | |
| Sign Waiver | \$75 | (VA Code § 15.2-2286) |
| Master Sign Plan Amendment | \$50 | (VA Code § 15.2-2286) |
| Board of Architectural Review Applications | | |
| Preapplication Conference | \$75 | |
| New Construction & Additions | \$350 | |
| Exterior Alterations | \$250 | |
| Repainting to New Color(s) | \$50 | |
| Accessory Structures | \$50 | |
| CDA Amendments | \$100 | |
| Appeal to Council | \$250 | |
| Administrative Review | \$50 | |
| Demolition Application | \$75 | |

Town of Purcellville
Master Tax & Fee Schedule
Adopted Effective July 1, 2016 (FY 2016-2017)

| CATEGORY | TAX RATE OR FEE | CODE REFERENCE |
|--|--|-----------------------|
| Site Plan | | |
| Pre-Application Review | \$250 | (VA Code § 15.2-2241) |
| Preliminary Site Plan | \$2,000 + cost of engineering consultant review (ECR) (consultant cost not to exceed \$2,500) | (VA Code § 15.2-2241) |
| Final Site Plan | \$2,500 + 2% of bonded improvements value + ECR cost (ECR cost not to exceed \$2,500) | (VA Code § 15.2-2241) |
| Preliminary/Final Site Plan | \$4,500 + 2% of bonded improvements value + ECR cost (ECR cost not to exceed \$2,500) | (VA Code § 15.2-2241) |
| Additional Submissions (applies to all site plans) | 2nd & subsequent: \$500 + ECR cost (ECR cost not to exceed \$1,500) | (VA Code § 15.2-2241) |
| Revisions to Approved Site Plan | \$500 + ECR cost (ECR cost not to exceed \$1,500) | (VA Code § 15.2-2241) |
| Minor Site Plan | \$2,250 + ECR cost (ECR cost not to exceed \$1,250) | (VA Code § 15.2-2241) |
| Subdivision | | |
| Pre-Application Review | \$250 | (VA Code § 15.2-2241) |
| Preliminary Plat | \$2,500 + \$100/lot + ECR cost (ECR cost not to exceed \$2,500) | (VA Code § 15.2-2241) |
| Preliminary Plat Extension | \$350 | (VA Code § 15.2-2241) |
| Preliminary Plat Revision (minor revision to approved preliminary plat) | \$300 + ECR cost (ECR cost not to exceed \$1,500) | (VA Code § 15.2-2241) |
| Minor Subdivision Plat (3 lots or less) | \$500 + \$100 per lot | (VA Code § 15.2-2241) |
| Final Plat (after prelim plat approval, may be phased if phasing is approved with prelim plat) | \$1,500 + \$100/lot | (VA Code § 15.2-2241) |
| Construction Plans (Public Facility Construction Plans) | \$1,500 + 1% of value of bonded improvements value + ECR cost (ECR cost not to exceed \$2,500) | (VA Code § 15.2-2241) |
| Revisions to Approved Construction Plans | \$500 + ECR cost (ECR cost not to exceed \$1,500) | (VA Code § 15.2-2241) |
| Preliminary/Final Subdivision Plat | \$4,000 + \$100/lot + ECR cost (ECR not to exceed \$2,500) | (VA Code § 15.2-2241) |
| Boundary Line Adjustment & Lot Consolidation Plats | \$250 for single party; \$500 for 2 or more parties; + cost of Town attorney review (cost of review not to exceed \$300) | (VA Code § 15.2-2241) |
| Other Plats (i.e. Easement Plats, Correction Plats, etc.) | \$500 plus \$50 per lot + cost of Town Attorney review | (VA Code § 15.2-2241) |
| Additional Submissions (applies to all plats & plans) | 2nd & subsequent: \$500 + ECR cost (ECR cost not to exceed \$1,500) | (VA Code § 15.2-2241) |
| Variation or Exception | \$500 for one; \$250 for each additional in same application; plus cost of public hearing, if required | (VA Code § 15.2-2241) |
| Grading Plan | | |
| First Submission | \$500 + \$20 per acre + ECR cost (ECR cost not to exceed \$1,500) | (VA Code § 15.2-2241) |
| Additional Submissions | 2nd & subsequent: \$250 + ECR cost (ECR cost not to exceed \$1,000) | (VA Code § 15.2-2241) |

Town of Purcellville
Master Tax & Fee Schedule
Adopted Effective July 1, 2016 (FY 2016-2017)

| CATEGORY | TAX RATE OR FEE | CODE REFERENCE |
|--|---|-----------------------|
| Performance Bonds and As-Built Site Inspections | | |
| As-Built Submissions | \$300 + ECR cost, not to exceed \$1,000 in the aggregate; \$100 per inspection after 1st inspection | (VA Code § 15.2-2241) |
| Bond approval | \$250 + ECR cost, not to exceed \$500 in aggregate | (VA Code § 15.2-2241) |
| Bond extension | \$250 per year extended | (VA Code § 15.2-2241) |
| Bond reduction | <p style="text-align: center;">For Bonds \$3,500 or larger: \$350 + ECR cost (includes 1 inspection) + \$100 for each additional inspection</p> <p style="text-align: center;">For Bonds under \$3,500: \$250 (includes 1 inspection) + \$100 for each additional inspection</p> | (VA Code § 15.2-2241) |
| Bond release | <p style="text-align: center;">For Bonds \$3,500 or larger: \$350 + ECR cost (includes 2 inspections – punch list & final) + \$100 for each additional inspection</p> <p style="text-align: center;">For Bonds under \$3,500: \$250 (includes 2 inspections) + \$100 for each additional inspection</p> | (VA Code § 15.2-2241) |
| Lawn Establishment Winter Cash Bond Processing Fees | Application Fee: \$50 Bond Release Fee: \$100 per bond | (VA Code § 15.2-2241) |
| Lawn Establishment Winter Bond for Single Family Homes | \$4,000 | (VA Code § 15.2-2241) |
| Lawn Establishment Winter Bond for Townhomes | \$2,000 | (VA Code § 15.2-2241) |
| Landscaping Bond | \$250 Plus Actual Cost of Landscaping | |
| Land Use & Legislative Applications | | |
| Zoning Map Amendment | 0-5 ac: \$2,500 5-10 ac: \$3,500 10-25 ac: \$6,500 25-100 ac: \$7,500 >100 ac: \$8,500 + \$25 each add'l ac. | (VA Code § 15.2-2286) |
| Proffer or Proffered Plan Amendment | \$5,000 | (VA Code § 15.2-2286) |
| PDH Final Development Plan Administrative Amendment | \$1,000 | (VA Code § 15.2-2286) |
| Comprehensive Plan Amendment | \$2,500 | (VA Code § 15.2-2286) |
| Special Use Permit | \$2,000 | (VA Code § 15.2-2286) |
| Commission Permit | \$750 | (VA Code § 15.2-2286) |
| Ordinance Text Amendment | \$2,500 | (VA Code § 15.2-2286) |
| Annexation Applications | | |
| Annexation Request | 0-5 acres: \$10,000 > 5 acres: \$10,000 + \$50 each add'l acre | (VA Code § 15.2-2286) |

Town of Purcellville
Master Tax & Fee Schedule
Adopted Effective July 1, 2016 (FY 2016-2017)

| CATEGORY | TAX RATE OR FEE | CODE REFERENCE |
|---|---|-----------------------|
| Board of Zoning Appeals Applications | | |
| Variance | \$500 + cost of newspaper ad, not to exceed an | (VA Code § 15.2-2286) |
| Special Exceptions | \$500 + cost of newspaper ad, not to exceed an | (VA Code § 15.2-2286) |
| Appeals of Admin Decision | \$500 + cost of newspaper ad, not to exceed an | (VA Code § 15.2-2286) |
| Misc. Zoning Fees | | |
| Readvertise Public Hearing | Cost of newspaper ad, up to \$500 | (VA Code § 15.2-2286) |
| Renotify Property Owners | \$150 | (VA Code § 15.2-2286) |
| Zoning Clearance Letter | \$25 | (VA Code § 15.2-2286) |
| Zoning Determination | \$150 | (VA Code § 15.2-2286) |
| Traffic Consultant Review Fee | Not to exceed \$3,000 | (VA Code § 15.2-2286) |
| Zoning Publications | | |
| Comprehensive Plan | Paper: \$45 CD: \$5 when available | (VA Code § 15.2-2286) |
| Zoning Ordinance | Unbound: \$25 Bound: \$40 | (VA Code § 15.2-2286) |
| Zoning Map or other Maps | Small (up to 11 x 17): \$5 Large (larger than 11 x 17): \$25 | (VA Code § 15.2-2286) |
| Subdivision Ordinance (LDSCO) | \$10 | (VA Code § 15.2-2286) |
| Facilities Standards Manual | \$30 | (VA Code § 15.2-2286) |
| Publications Copied In-House | \$0.10 per page | (VA Code § 15.2-2286) |
| UTILITIES | | |
| Water Supply System | | |
| Water Usage Rates | | |
| 1st Tier (to 5,000) | \$6.34/1000 gallons | |
| 2nd Tier (5,001-10,000) | \$8.46/1000 gallons | |
| 3rd Tier (10,001-15,000) | \$10.20/1000 gallons | |
| 4th Tier (15,001-20,000) | \$12.14/1000 gallons | |
| 5th Tier (20,001-50,000) | \$15.15/1000 gallons | |
| 6th Tier (50,001-100,000) | \$17.29/1000 gallons | |
| 7th Tier (100,001-150,000) | \$19.44/1000 gallons | (VA Code § 82-7) |
| 8th Tier (100,001-200,000) | \$21.57/1000 gallons | (VA Code § 82-44) |
| 9th Tier (200,001-250,000) | \$24.57/1000 gallons | |
| 10th Tier (250,001-300,000) | \$26.71/1000 gallons | |
| 11th Tier (300,001-350,000) | \$28.84/1000 gallons | |
| 12th Tier (350,001-400,000) | \$30.98/1000 gallons | |
| 13th Tier (400,001-450,000) | \$33.12/1000 gallons | |
| 14th Tier (450,001-500,000) | \$38.47/1000 gallons | |
| 15th Tier (500,001-550,000) | \$43.81/1000 gallons | |
| 16th Tier (550,001-600,000) | \$49.15/1000 gallons | |
| 17th Tier (600,001 and over) | \$54.50/1000 gallons | |

Town of Purcellville
Master Tax & Fee Schedule
Adopted Effective July 1, 2016 (FY 2016-2017)

| CATEGORY | TAX RATE OR FEE | CODE REFERENCE |
|--|---|--|
| Fixed Service Fee (based on meter size of account) | | |
| 5/8' | \$15.00 | |
| 3/4" | \$15.00 | |
| 1" | \$37.50 | |
| 1.5" | \$75.00 | |
| 2" | \$119.99 | (VA Code § 82-7) |
| 3" | \$239.48 | (VA Code § 82-44) |
| 4" | \$374.97 | |
| 6" | \$479.93 | |
| 8" | \$1,199.88 | |
| <i>*Out of Town is Double the In-Town Rate</i> | | |
| Wastewater Collection System | | |
| Wastewater Usage Rate | Flat rate \$15.19/1000 gallons | (VA Code § 82-7) (VA Code § 82-166) |
| Fixed Service Fee (based on meter size of account) | | |
| 5/8' | \$15.00 | |
| 3/4" | \$15.00 | |
| 1" | \$37.50 | |
| 1.5" | \$75.00 | |
| 2" | \$119.99 | (VA Code § 82-7) |
| 3" | \$239.48 | (VA Code § 82-44) |
| 4" | \$374.97 | |
| 6" | \$479.93 | |
| 8" | \$1,199.88 | |
| <i>*Out of Town is Double the In-Town Rate</i> | | |
| Water Supply System | | |
| Handling Fee for New Account (Water) | \$10.00 | |
| Penalty (Late Fee) | 10% | |
| Interest | 10% per annum | |
| Pre-disconnect door announcement | \$10.00 | (VA Code § 82-167) |
| Reconnection Fee (terminated fee) | \$50.00 | |
| Emergency call-out fee | \$100.00 | |
| Deposit Rates | Residential: \$300.00 Business: \$300.00 Restaurant: \$750.00 Apartments: \$3,000.00 Laundry Mats: \$7,050.00 | (VA Code § 82-78) |

Town of Purcellville
Master Tax & Fee Schedule
Adopted Effective July 1, 2016 (FY 2016-2017)

| CATEGORY | TAX RATE OR FEE | CODE REFERENCE |
|--|--|---|
| Bulk Water Fee (New Fee) | | |
| Water usage rate | \$11.00/1,000 gallons | (Town Code § 82-192) |
| Per day Administrative Fee | \$50 | |
| Availability Fee In-Town* | 3/4": \$38,631 1": \$64,385 1.5": \$128,770 2" T-10: \$206,032 2" HP Turbine: \$206,032 3" HP Turbine: \$386,310 4" HP Turbine: \$643,850 2" T/F Compound: \$206,032 3" T/F Compound: \$386,310 4" T/F Compound: \$643,850 6": \$1,287,700 | (VA Code § 82-7) (VA Code § 82-44) |
| <i>*Out of Town is Double the In-Town Rate</i> | | |
| General Construction Permit for Distribution Mains (VDH review of new Water Lines) | \$500 Preliminary Plan \$1.50/LF WL +\$500 for Final Site Plan | (Waterworks Regulations* 12VAC5-590-200) |
| New Line Flushing Request | \$50 Administrative Fee + \$ (current water rate)/1000 gallons water used | (Waterworks Regulations* 12VAC5-590-800) |
| <i>*§ 32.1-170 of the Code of VA authorizes VDH to adopt the VA Administrative Code (VAC) for Waterworks Regulations</i> | | |
| Hydrant Flow Test | \$200 | |
| Meter Testing Fee (customer request) | \$100 | |
| Meter Fee | 5/8": \$275 3/4": \$328 1": \$394 1.5": \$564 2" T-10: \$709 2" HP Turbine: \$944 3" HP Turbine: \$1,469 4" HP Turbine: \$2,281 2" T/F Comp.: \$2,013 3" T/F Comp.: \$2,749 4" T/F Comp.: \$3,731 | (VA Code § 82-7) (VA Code § 82-44) |
| Water Theft Fines | First Offense: \$1,000* Second Offense: \$1,500* Third or Subsequent Offense: \$2,000* *Plus water consumption. | (Town Code § 82-86) |
| Water Meter Tampering/Damage | Penalty for Improper Use: \$500 Damage to Meter: \$275 | (Town Code § 82-53) |

Town of Purcellville
Master Tax & Fee Schedule
Adopted Effective July 1, 2016 (FY 2016-2017)

| CATEGORY | TAX RATE OR FEE | CODE REFERENCE |
|---|---|---------------------------------------|
| Wastewater System | | |
| Handling Fee for New Account (Sewer) | \$10.00 | (VA Code § 82-7) |
| Penalty (Late Fee) | 10% | (VA Code § 82-7) |
| Interest | 10% per annum | (VA Code § 82-7) |
| Availability Fee In-Town* | 5/8": \$21,600 3/4": \$32,400 1": \$54,000 1.5": \$108,000 2" T-10: \$172,800 2" HP Turbine: \$172,800 3" HP Turbine: \$324,000 4" HP Turbine: \$540,000 2" T/F Comp.: \$172,800 3" T/F Comp.: \$324,000 4" T/F Comp.: \$540,000 6": \$1,080,000 | (VA Code § 82-7) (VA Code § 82-44) |
| New Sewer Line Flushing Request | \$50 Administrative Fee + water used | |
| <i>*Out of Town is Double the In-Town Rate</i> | | |
| Grease/Grit Interceptor Policy and Program | | |
| Failure to maintain on-site records | 1st Offense: warning letter 2nd Offense: \$100 3rd Offense: \$150 4th Offense: \$300 | (Town Code § 82-192) |
| Inspection Hindrance (equipment related) | 1st Offense: warning letter 2nd Offense: \$100 3rd Offense: \$150 4th Offense: \$300 | (Town Code § 82-192) |
| Interceptor in excess of 25% full | 1st Offense: warning letter 2nd Offense: \$300 3rd Offense: \$450 4th Offense: \$1,000 | (Town Code § 82-192) |
| Interceptor in excess of 75% full | 1st Offense: warning letter 2nd Offense: \$300 3rd Offense: \$500 4th Offense: \$1,000 | (Town Code § 82-192) |
| Failure to maintain interceptor other than cleaning | 1st Offense: warning letter 2nd Offense: \$300 3rd Offense: \$500 4th Offense: \$1,000 | (Town Code § 82-192) |

Town of Purcellville
Master Tax & Fee Schedule
Adopted Effective July 1, 2016 (FY 2016-2017)

| CATEGORY | TAX RATE OR FEE | CODE REFERENCE |
|--|---|--------------------------|
| Source of sewer blockage | 1st Offense: warning + clean up costs 2nd Offense: \$500 + clean up costs 3rd Offense: \$1,000 + cleanup costs 4th Offense: termination of service | (Town Code § 82-192) |
| Falsification of maintenance or cleaning records and noncompliance with Policy and Program | 1st Offense: warning letter 2nd Offense: \$500 3rd Offense: \$1,000 4th Offense: termination of service | (Town Code § 82-192) |
| Refusal for Inspection | Termination of Service | |
| Telecommunication Fees | | |
| Lease Signing Fee | \$500 | |
| Application to Locate on Town property or to Modify Existing Contract | \$500 | |
| PARKS & REC | | |
| Events | | |
| Event Permit Application Review Fee | \$75 | (Ordinance No. 15-09-02) |
| Street Closure Fee for Events | \$100 per day or portion thereof | (Ordinance No. 15-09-02) |
| Town Events Specialist: (for event planning services | \$30 per hour | (Ordinance No. 15-09-02) |
| Public Works Fee for Events | Up to \$65 per employee per hour | (Ordinance No. 15-09-02) |
| Town Police Fee for Events | Up to \$65 per officer per hour | (Ordinance No. 15-09-02) |
| Train Station Fees | | |
| Full day Use (over 6 hours) | \$280 | |
| Half day Use (6 hours) | \$210 | |
| Four Hour Block | \$140 | |
| Two Hour Block | \$70 | |
| One Hour Block | \$40 | |
| Non Profits with 501C3 Status | \$50 per 4 hour block | |
| Community Garden Fees | | |
| Community Garden Rental Fee | \$25 | |
| Community Garden Security Deposit | \$50 (Refundable) | |

AN ORDINANCE:

ADOPTING FISCAL YEAR 2017 TAX RATES, FINES, AND FEES; AMENDING THE PURCELLVILLE TOWN CODE BY ADDING "APPENDIX A," SETTING FORTH THE MASTER TAX AND FEE SCHEDULE

Cross References

Va. Code §§ 15.2-2119, 15.2-2122, 15.2-2143, 15.2-105, 15.2-1104, 15.2-1125, and Town Code §§ 82-76 and 82-166.

PASSED THIS ___ DAY OF _____ 2016.

Kwasi A. Fraser, Mayor
Town of Purcellville

ATTEST:

Diana Hays, Town Clerk

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STAFF REPORT
DISCUSSION AND POTENTIAL ACTION ITEM

Item #13.c.

SUBJECT: Process for handling complaints against public officials

DATE OF MEETING: June 14, 2016

STAFF CONTACTS: Sally Hankins, Town Attorney

SUMMARY:

At the meeting on May 24, 2016, the Town Council seemed to reach consensus on two outstanding issues: (1) one or more citizens would be appointed to the Committee that hears complaints against elected and appointed Town officials, and (2) that an initial hearing would occur to determine whether such a complaint had merit and should move forward.

At the conclusion of its meeting on May 24, 2016, the Town Council directed the Town Attorney to prepare a draft policy to govern the processing of complaints against elected and appointed Town officials, from which Council discussions could continue and action could possibly be taken.

BUDGET IMPACT:

No Budget Impact.

MOTION:

"I move that Town Council adopt as Town Policy the "Process for Handling a Complaint Against an Elected or Appointed Official" as it is attached to this Staff Report."

OR

Alternative Motion

ATTACHMENT:

Draft Policy, "Process for Handling a Complaint Against an Elected or Appointed Official"

Town Policy

Process for Handling a Complaint Against an Elected or Appointed Official

1. Routing the Complaint

When a complaint is received by anyone on Town Staff or Town Council, or by another Town official or public body, the Complaint will be promptly forwarded to the Town Manager for processing. The Town Manager will acknowledge receipt of the complaint to the complainant in a dated email or letter, and will distribute the complaint to the person who is the subject of the Complaint, copying Town Council. The Town Manager will then add to the agenda for the next Town Council meeting for which an agenda has not been published: Hearing of Complaint against an appointed or elected public official; possible appointment of Ad Hoc Committee.

2. Town Council to Determine Merit of Complaint

At the Town Council meeting at which the Complaint is first heard, the Town Council will decide, by a simple majority vote of those present and voting, whether the complaint merits a fact-finding hearing. A complaint that merits a fact-finding hearing is one that alleges facts that, if true, would (i) violate the Council's adopted Code of Ethics, or (ii) violate the public trust to a degree that impugns the integrity of the Town government. If the Town Council finds that the Complaint merits a fact-finding hearing, it will appoint a three-member Ad Hoc Committee to conduct such a hearing. If the complaint concerns the speech of a public official, the Town Council will consider legal advice as to the protected nature of the speech prior to determining whether the complaint merits a fact-finding hearing.

3. Appointment of Ad Hoc Committee

The Ad Hoc Committee will consist of two Council members and one Citizen member. No Council member who is the subject of the complaint, nor citizen who filed the complaint, will be eligible to serve on the Ad Hoc Committee. All members of the Ad Hoc Committee will be selected randomly for each complaint. Each member of Council must submit his or her name to the random selection process and serve on the Ad Hoc Committee if selected. Each member of Council will nominate a single citizen to the Ad Hoc Committee, with no two Council members nominating the same person. The Town Council will randomly select a single citizen from among the seven citizen nominees to participate on the Ad Hoc Committee, and will also select a first and second alternate from among the seven nominees.

4. Fact-Finding Hearing will be Public

It will be the policy of the Town Council to disclose to the public complaints about appointed and elected officials, and not to exclude them from production under the

Town Policy

Process for Handling a Complaint Against an Elected or Appointed Official

Virginia Freedom of Information Act (FOIA). Meetings of the Ad Hoc Committee will be open to the public, even if they may properly be closed under FOIA.

5. Meritorious Complaints That Will Not Be Processed By Town Council

The Town Council's Ad Hoc Committee will not hear complaints for which the State Code establishes a process. For example, complaints alleging a Conflict of Interest under the Conflict of Interest Act are made to the Commonwealth's Attorney, who will investigate and bring charges if warranted. The Town Attorney will advise the Town Council upon receipt of a complaint if the State Code directs such complaints to another agency of the government. Criminal complaints will be lodged with the police.

6. Scheduling the Fact-Finding Hearing

The Ad Hoc Committee's fact-finding hearing will be held within 60 days of the Town Manager's dated acknowledgement of the complaint to the complainant. The Ad Hoc Committee is a public body and is subject to FOIA. Members of the Ad Hoc Committee must meet in a properly-noticed open meeting of the Ad Hoc Committee in order to discuss scheduling the hearing. To facilitate the scheduling of a hearing, hearings may be conducted during business hours.

7. Ad Hoc Hearing Format

The Ad Hoc Committee will open the hearing with oral arguments, allotting 15 minutes to hear the complainant, and 15 minutes to hear the subject of the complaint. Each side can call up to 3 witnesses during the 15-minute presentation. No cross examination is allowed. The Ad Hoc Committee can then ask questions of both parties and the witnesses. After the Committee's questions have concluded, each party gets 5 minutes to rebut and close its argument. Prior to the hearing date, each party can submit written arguments to the Ad Hoc Committee. Provided such written arguments are submitted at least 7 days in advance of the hearing, the Ad Hoc Committee will have read the arguments prior to the hearing. All written arguments submitted to the Ad Hoc Committee shall also be submitted to the opposing party. Parties may be represented by agents at the hearing.

8. Ad Hoc Committee Issues Its Findings of Fact to the Town Council

The Ad Hoc Committee will report its findings of fact to the Town Council, through the Town Clerk, no later than two weeks after the fact-finding hearing. The Ad Hoc Committee has final fact-finding authority, and reports its findings of facts to the Town Council as a whole, without rendering a judgment as to whether the facts (i)

Town Policy

Process for Handling a Complaint Against an Elected or Appointed Official

violate the Council's adopted Code of Ethics, or (ii) violate the public trust to a degree that impugns the integrity of the Town government..

9. Town Council Determines Whether Violation Occurred

The Town Council will promptly review the Ad Hoc Committee's Findings of Fact and determine whether the facts, as determined by the Ad Hoc Committee, (i) violate the Council's adopted Code of Ethics, or (ii) violate the public trust to a degree that impugns the integrity of the Town government. A minimum of four votes will be required to find that either of such violations occurred.

10. The Town Council's Ruling Concludes the Process

The Town Council's ruling on whether the facts of the case arose to (i) a violation of Council's adopted Code of Ethics, or (ii) a violation of the public trust to a degree that impugns the integrity of the Town government, will end the proceeding and no discipline will be imposed. (Alternatively: discipline will be imposed)

Common forms of discipline include:

- a. ***Censure:*** *A public statement adopted by the governing body that condemns a member's inappropriate behavior. Inappropriate behavior would include violating an adopted policy of Town Council, moral misconduct, absenteeism, violating confidentiality, failing to follow rules of procedure, lying, working against the organization, and violating other values of the governing body.*
- b. ***Removal from committees or other assignments.***
- c. ***Fines.*** *Fines may be assessed and collected in the same manner as the Director of Finance collects taxes and other monies owed to the Town. The City of Portsmouth fined its Mayor \$2,500 in 2009 for an "extended pattern of abusive conduct" toward a City employee. The City of Portsmouth is currently in litigation over a \$1,500 fine recently assessed against one of its members for allegedly disclosing confidential information from a closed meeting.*
- d. ***Defunding the Public Official's budget.***

Town Policy

Process for Handling a Complaint Against an Elected or Appointed Official

- e. *Removal or Suspension from a meeting.* *If the inappropriate or disruptive behavior occurs in a meeting, the member may be removed from the meeting. Also, a member may be suspended from participating in a meeting, even if the conduct occurs outside a meeting.*

DRAFT

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STAFF REPORT
REQUEST FOR RECOGNITION

Item # 14.a.

SUBJECT: Recognition of Heather Krafcheck

DATE OF MEETING: June 14, 2016

STAFF CONTACTS: Chief Cynthia A. McAlister / Lt. Joseph Schroeck

SUMMARY and RECOMMENDATIONS:

Heather is being recognized for her devotion to the children involved in the 16th Street Homework Club.

BACKGROUND:

Each week during the school year, the Police Department sponsors a Homework Club on 16th Street. The homework club is designed to assist the children with their homework and to provide interaction with a Police Officer. Ms. Krafcheck has provided many hours of her time to ensure the children who attend this meeting have homework guidance and assistance.

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STAFF REPORT
INFORMATION ITEM

Item # 14.b.

SUBJECT: Request for Proclamation – Water Works and Wastewater
Professionals Appreciation Day

DATE OF MEETING: June 14, 2016

STAFF CONTACTS: Alex Vanegas, Director of Public Works

SUMMARY and RECOMMENDATIONS:

ATTACHMENT(S):

1. Proclamation



IN
LOUDOUN COUNTY, VIRGINIA

**PROCLAMATION
WATERWORKS & WASTEWATER PROFESSIONALS
APPRECIATION DAY**

WHEREAS, Water Works Professionals are responsible for the treatment, testing, and distribution of water for potable and non-potable uses and

WHEREAS, Wastewater Professionals are responsible for the treatment and testing of reclaimed water for discharge into the environment which eventually acts as a water supply for other communities;

WHEREAS, Every day millions of people throughout the nation open their water taps without regard to where their water has come from or what process has been undertaken to deliver safe drinking water;

WHEREAS, Every person uses water in one form or the other, from the President of the United States to the most recently born citizen; and

WHEREAS, there is a clear link that exists between the quality of water and the state of health of a community and its economic viability;

WHEREAS, the efficiency of the qualified and dedicated personnel who practice and execute their duties with regard to the public interest to ensure that the community has both safe drinking water and a healthy environment.

THEREFORE, BE IT RESOLVED, in honor of Waterworks & Wastewater Professionals contributions to the citizens of the Town of Purcellville and community, the Town hereby declares the day of June 30, 2016 as WATER & WASTEWATER PROFESSIONALS APPRECIATION DAY in the Town of Purcellville.

Kwasi A. Fraser, Mayor
Town of Purcellville

ATTEST:

Diana Hays, Clerk of Council



STAFF REPORT
ACTION ITEM

Item #15

SUBJECT: Approval of Meeting Minutes

DATE OF MEETING: June 14, 2016

STAFF CONTACTS: Diana Hays, Town Clerk/Project Manager

SUMMARY and RECOMMENDATIONS:

Attached are the meeting minutes from the May 24th, 2016 Town Council Meeting for review and approval by Town Council.

MOTION(S):

I move that we approve the minutes of the May 24th, 2016 Town Council Meeting wave reading.

ATTACHMENT(S):

1. May 24, 2016 Town Council Meeting Minutes

MINUTES
PURCELLVILLE TOWN COUNCIL MEETING
MAY 24, 2016, 7:00 PM
TOWN HALL HERITAGE ROOM

The regular meeting of the Purcellville Town Council convened at 7:00 PM in the Heritage Room with the following in attendance:

PRESENT: Kwasi Fraser, Mayor
John Nave, Council member
Joan Lehr, Council member
Patrick McConville, Council member
Doug McCollum, Council member
Karen Jimmerson, Council member
Kelli Grim, Council member

ABSENT: None

STAFF: Robert Lohr, Jr., Town Manager
Danny Davis, Assistant Town Manager
Sally Hankins, Town Attorney
Alex Vanegas, Director of Public Works
Liz Krens, Director of Finance
Hooper McCann, Director of Administration
Chief Cindy McAlister, Police Dept.
Connie LeMarr, Assistant Director of Finance
Melanie Scoggins, Events Specialist
Paula Hicks, Staff Accountant (arrived 7:50 PM)
Debbie Capitan, Budget Specialist
Sheryl McIlvaine, Executive Assistant
Diana Hays, Town Clerk (arrived 7:50 PM)

CALL TO ORDER OF REGULAR MEETING:

Mayor Fraser called the regular meeting to order at 7:02 PM.

AGENDA AMENDMENTS/APPROVAL:

None

PROCLAMATIONS/RECOGNITIONS:

- a. Proclamation – Memorial Day Poppy

The American Legion Auxiliary Unit 293 talked about the poppy distribution on Memorial Day. Mayor Fraser issued the proclamation and the auxiliary handed out poppies.

- b. Proclamation – Hunger Awareness Month, May 2016

Mayor Fraser introduced Brian Mullen with Tree of Life and Rebecca Makowski who talked about food drives and goals for the year. Mayor Fraser issued the proclamation.

PUBLIC HEARINGS:

None

PRESENTATIONS:

None

CITIZEN AND BUSINESS COMMENTS:

None

MAYOR AND COUNCIL COMMENTS:

Council member Lehr had no comments.

Council member Grim thanked Melanie Scoggins and staff for the Music and Arts Festival and the extra efforts because of the rain. Council member Grim noted that it is the second anniversary of the death of Christian Sierra.

Vice Mayor McConville thanked Melanie Scoggins and the Parks and Recreation Advisory Board for their efforts with the Music and Arts Festival.

Council member McCollum thanked Melanie Scoggins and staff for Music and Arts Festival as well as the Parks and Recreation Advisory Board and the Purcellville Arts Council. Council member McCollum stated he attended the Purcellville Police Dept. Valor Award Dinner that honored Cpl. Rick Costello as officer of the year and recognized Cpl. McDaniel and Ofc. Fraley for their dedication toward removing drunk drivers from the roads in Town. Council member McCollum congratulated Rob Lohr, Alex Vanegas and the water staff for the award from the Center of Disease Control for Water Fluoridation in 2014. Council member McCollum talked about the Comprehensive Plan Visioning Workshop hosted by the Planning Commission last week which was well attended, and added that the results of the workshop were shared at the Music and Arts Festival. Council member McCollum stated that on June 8th

he will be attending the first meeting of the VML Federal Advisory Council and will report back to Council at the next meeting.

Council member Nave thanked Melanie Scoggins for her efforts with the Music and Arts Festival.

Council member Jimmerson talked about the success of the Music and Arts Festival. Council member Jimmerson stated she met with someone who has a company that does drone technology and are trying to explore ideas where they can test and fly drones.

Mayor Fraser thanked Melanie Scoggins and her team for the efforts with the Music and Arts Festival. Mayor Fraser stated he attended two classes by invitation at Blue Ridge Middle School to talk about the Town Council and government as it relates to real life. Mayor Fraser stated he also attended a presentation at Woodgrove High School as they are trying to get more involved with the community.

Vice Mayor McConville thanked the PBA for handling the trolley tour throughout the Music and Arts Festival.

DISCUSSION/INFORMATIONAL ITEMS:

a. Public Safety Reports

- i. Purcellville Volunteer Rescue Squad

No verbal report.

- ii. Purcellville Police Department

Chief McAllister noted the change in format of the report to add the year to date total. Chief McAlister talked about upcoming events and training. Mayor Fraser asked via a question from a citizen where the department stands with tasers and body cameras. Chief McAlister stated that everyone has a new shared taser and the in-car cameras have gone out for bid which closes June 7th.

- iii. Purcellville Volunteer Fire Company

No verbal report.

- iv. Purcellville Police Citizens Support Team

No verbal report.

b. Public Works Monthly Operations Report

Alex Vanegas introduced the report provided in the agenda packet. Council had no questions or comments.

c. Personnel Update

Danny Davis introduced the report and added staff is in the process of recruiting for a police officer position and a payroll specialist. Mr. Davis added that an offer has been extended and accepted by a part-time IT help desk person who will start in June, and that there is a vacancy in Maintenance and that the status is pending.

Mayor Fraser requested a draft project plan the software project. Danny Davis stated he would add this to the next meeting agenda.

d. Economic Development Monthly Report

Rob Lohr introduced the report in Patrick Sullivan's absence. Council member McCollum stated he would like to know more about Catoctin Corner and what businesses have committed to the location.

e. Purcellville Wine and Food Festival Planning Update

Melanie Scoggins provided an update on the festival to include the status of vendors, sponsors, marketing plan, and tickets.

f. Process for Handling Complaints Against Public Officials

Sally Hankins stated that the report provided summarizes the discussion from the May 10th meeting and went through each of the issues left for further discussion.

Council member Lehr stated she likes the idea of having a citizen on the committee who is chosen at random out of those interested. Council member Grim agreed with including a citizen on the committee and that the person raising the complaint needs to present it. Council member McCollum stated he is against citizen participation on the committee because the meeting would be open forum and the proper role for citizens to observe, and added the larger the committee the more scheduling conflicts and meeting preparation occur. Council member Nave talked about having an independent person look at complaints. Council member Jimmerson talked about the option of having public input as well as a baseline for what is considered a complaint. Council member Grim stated she has reviewed this for other municipalities and that some do have a baseline of things that would determine a complaint and talked about an outside person including citizens. Mayor Fraser summarized by saying that the majority of Council want the citizen participation. Sally Hankins talked about the initial test being Council as a whole discuss the complaint and determine if it (i) disrupts the ability of the public body to conduct the business of the Town, of (ii) harm the public's confidence in the integrity of Town government, and if it does it would move forward to a hearing. Council member Lehr talked about starting with Council to determine if the complaint moves forward internally with an ad hoc or outsource it depending on the severity of the charges. Council

member McCollum stated that his two standards would be (i) would the behavior of the Council member interrupt or interfere with the ability of the Town to perform its governmental functions; or (ii) if the act is of personal capacity, would it bring the Council into bad light with the community. Council member McCollum stated he would only agree to an outside investigator if the investigation is done in public. The selection process for the investigator has not been determined. Mayor Fraser requested that Sally Hankins provide an updated draft for the next meeting.

Council member McCollum talked about the routing of the complaint and requested that the Town Manager acknowledge in writing to the complainant to start the process, and that at the next meeting the complaint be made available to the public and media. At that meeting, Council would determine if the complaint would move forward. Council member Jimmerson expressed concerns about erroneous complaints and would prefer the complaint to go through the investigative process before being made public. Mayor Fraser stated he disagrees with that process because of the operational burden on staff to put everything in the media, and encouraged Council to send any additional comments to Sally Hankins.

ACTION ITEMS:

a. Lease for Purcellville Police Department

Danny Davis talked about the current facility which currently serves the needs of the department but has limited options, and talked about a long-term option at a facility owned by the Town. Mr. Davis added that the Town has worked with the new owner of the building to develop a lease and talked about the cost, terms, additional space and the benefits of it, as well as the renovations and cost. Danny Davis talked further about the cost of the security system and the portion that the owner has proposed to pay for, as well as the final terms of the lease not yet being available, however would forward that as soon as it becomes available. Danny Davis added via a question from Council member McCollum that the Town would be responsible for the utilities into the facility but not the taxes. Council member Lehr added that each space is individually metered by the landlord for water. Council member Grim noted that the details of the build-out are not clearly stated and requested the list. Council member Grim expressed concerns for the loss of money being put into the security system of someone else's building. Chief McAlister talked about the exterior safety items which will include bollards in the parking lot in front of offices, shatter resistant film over windows and cameras in the parking lot. Mayor Fraser asked about the Purcellville Marketplace building as an option and Rob Lohr clarified the building does not meet the needs of the police department, and further talked about the expenses associated with renovations, leasing and/or purchasing the building.

Vice Mayor McConville made a motion that Town Council authorize and direct the Town Manager to enter into a lease with Lower Risk Group for approximately 4,318 square feet of space in Units 6A, 6B, 7A, 7B, 8A, 8B and 8C at 125 E. Hirst Road, which lease shall be in general conformance with the proposed terms and conditions, as set forth in the Staff Report. The motion was seconded by Council member Jimmerson.

Council member Grim stated that there is no plan B and have been in the building for ten years and the security has been less than expected for an official department, and added that going forward Council will need to think ahead on this and that the citizens money has been spent frivolously in going forward with this, and stated she would like to see the list of what is being done and a full contract/lease.

Mayor Fraser stated that 8,000 is a significant amount similar to a mortgage however going month to month with uncertainty is not realistic.

Motion: Vice Mayor McConville
Second: Council member Jimmerson
Carried: 7-0-0

McCollum - Aye
McConville - Aye
Grim - Aye
Lehr - Aye
Jimmerson - Aye
Nave - Aye
Mayor - Aye

b. Property Tax Due Date Extension Options

Liz Krens introduced the staff report and talked about the due dates and mailing dates set forth by state code. Ms. Krens added that the Town has always provided thirty days between the mail date and the due date however due to many factors explained in the staff report, the Town was not able to mail by May 5th this year. Liz Krens stated that the June 6th due date was added to the tax bills because a decision needed to be made when the bills were produced, however wanted to provide Council with the option to extend the due date.

Mayor Fraser asked staff which would be the easiest option for staff and Liz Krens noted that option two or three would work well. Further discussion took place about communicating the new date via social media, press release, etc.

(the remainder of this page intentionally left blank)

Council member Nave made a motion that Town Council approve the extension of the 2016 business personal property tax due date from June 6, 2016 to June 22, 2016 and approve the extension of the vehicle and real estate tax due date from June 6, 2016 to June 13, 2016, via Resolution 16-05-01. The motion was seconded by Council member Lehr.

Motion: Council member Nave
Second: Council member Lehr
Carried: 7-0-0

Lehr - Aye
Grim - Aye
McConville - Aye
McCollum - Aye
Nave - Aye
Jimmerson - Aye
Mayor - Aye

**c. Adoption of FY 2017 Budget and Appropriations for Expenditures;
Adoption of Master Tax and Fee Schedule**

Rob Lohr summarized the item and stated that staff has prepared motions to approve the budget and related items if Council chooses to do so. Council member Lehr asked about the status of an agreement with Mary's House of Hope. Rob Lohr summarized the work done to date by the Town and stated the representatives are reviewing the contract and hopes to have it back by the end of the fiscal year with funding allocated under this year's budget which would allow the Town to close in the next ninety days.

Council member Grim talked about the Business License Tax for Contractors not increasing in a long time. Rob Lohr stated that each year the business license tax summary is provided to Council for review and to this point has not recommended an increase. Further discussion took place about the compensation study and records management.

Mayor Fraser asked what portion of Mary's House of Hope can be put under debt service under the utility fund. Rob Lohr stated that the original purchase was from the general fund however Council can review and talk with the auditor before determining a final percentage. Council member Lehr talked about the fee associated with the appeal of CDA's and it being refunded if Council accepted the appeal which she believes was previously written somewhere. Council member Lehr expressed concerns for the cost of bulk water sales for pools in town which are not charged sewer fees even though they are emptied into the sewer system, and also has issues with selling water at rates below what local businesses are paying for water. Danny Davis talked about the monitoring of usage of bulk water sales and the cost as well as bulk water sale prices from other local jurisdictions. Council member Nave inquired about the increase in utility rates while ending the year in a surplus and does not feel a rate increase should be accepted year after year. Council member Lehr explained that it appears as surplus on the books however in reality is not because of the upcoming expenses needed at the water plant. Further discussion took place about the surplus. Rob Lohr suggested that Council

Mayor
Kwasi A. Fraser

Council
Joan Lehr
John A. Nave
Patrick McConville II
Karen Jimmerson
Douglass J. McCollum
Kelli Grim



Town Manager
Robert W. Lohr, Jr.
Assistant Town Manager
Daniel C. Davis

221 S. Nursery Avenue
Purcellville, VA 20132
(540) 338-7421
Fax: (540) 338-6205

www.purcellvilleva.gov

TOWN OF PURCELLVILLE

IN

LOUDOUN COUNTY, VIRGINIA

RESOLUTION NO. 16-05-01

PRESENTED:

MAY 24, 2016

ADOPTED:

MAY 24, 2016

A RESOLUTION: TO EXTEND THE DUE DATES FOR PAYMENT OF REAL PROPERTY TAX, BUSINESS PERSONAL PROPERTY TAX, AND VEHICLE PERSONAL PROPERTY TAX

WHEREAS, the Town Council finds that Loudoun County's recent tax software upgrade resulted in significant changes to the layout and structure of the Town's tax data files, resulting in significant Town staff time to identify data problems, coordinate with the Commissioner of the Revenue, and make manual adjustments to the raw data files; and

WHEREAS, these complications resulted in the Town mailing tax bills later than is customary, with vehicle personal property tax bills mailed on May 10th, real property tax bills mailed on May 12th, and business personal property tax bills mailed on or about May 20th; and

WHEREAS, the Town finds that, for the reasons cited herein, good cause exists to extend the due date for those non-delinquent taxes ordinarily due on June 6, 2016.

NOW THEREFORE, BE IT RESOLVED, that the due date for all real property taxes due on June 6, 2016, shall be extended to June 13, 2016; and

BE IT FURTHER RESOLVED, that the due date for all business personal property taxes due on June 6, 2016, shall be extended to June 22, 2016; and

BE IT FURTHER RESOLVED, that the due date for all vehicle personal property taxes due on June 6, 2016, shall be extended to June 13, 2016.

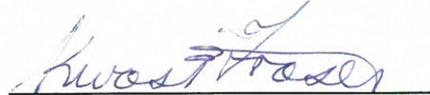
A RESOLUTION:

TO EXTEND THE DUE DATES FOR PAYMENT OF REAL PROPERTY TAX, BUSINESS
PERSONAL PROPERTY TAX, AND VEHICLE PERSONAL PROPERTY TAX

Cross References

Code of Va. § 58.1-3916: The governing body may provide by resolution for reasonable extensions of time, not to exceed 90 days, whenever good cause exists.

PASSED THIS 24th DAY OF MAY, 2016.



Kwasi A. Fraser, Mayor
Town of Purcellville

ATTEST:



Diana Hays, Town Clerk

review the projections provided in the reports from MFSG and Davenport and be prepared for further discussion at the next meeting. Mayor Fraser asked Council whether or not they are ready to vote on this item and after discussion as not all Council members were ready to vote, Mayor Fraser asked that Council be prepared to discuss this at the next meeting.

Council member McConville requested that a discussion on the process of availabilities be added to a future meeting agenda, and that this item become an administrative decision instead of Council.

APPROVAL OF MINUTES

a. May 10, 2016 Town Council Meeting

Council member Jimmerson made a motion to approve the minutes of the May 10, 2016 Town Council Regular Meeting wave reading. The motion was seconded by Council member Lehr and approved unanimously.

ADJOURNMENT

With no further business, Council member Lehr made a motion to adjourn the meeting at 9:24 PM. The motion was seconded by Council member Jimmerson and passed unanimously.

Kwasi A. Fraser, Mayor

Diana Hays, Clerk of Council

Comments from Councilmember Kelli Grim – May 24, 2016

① Thank you to Melanie & all the volunteers & staff for making the Music & Arts Festival on Saturday inspite of rain

② Today, May 24, 2016 is the 2nd Anniversary of the death of Christian Sierra. As a community we must never lose sight that the Sierra family is our neighbor.

The Sierra family moved to Purcellville in 2001 when Christian was six years old and he started kindergarten at Emerick Elementary. A few years later his sister Gabriela was born, and she later attended Kenneth Culbert Elementary. Christian joined the Loudoun Youth Wrestling Club while attending Blue Ridge Middle School and continued wrestling at Loudoun Valley High School. May 2014 was to be the year he would graduate from Loudoun Valley High School.

Christian's sister Gabby is currently a student at Blue Ridge Middle School, and today at BRMS and Loudoun Valley students wore tie-dye shirts in memory of Christian. You can only imagine how much it meant to his sister, Gabby to come into a sea of shirts worn by her school mates and teachers.

But by the grace of God, any one of us could be that family, and we must never let them feel that their son's life did not matter. It was about a month ago when a young man stabbed a prominent person in the community, his own father and was on the run when he was taken into custody without incident. We must find ways to reach out to them, prayer for them, but do not let them feel alone. Purcellville is better than that.

Custom Quote

Roy's Glass Service, Inc.
4563 Middleway Pike
Kearneysville, WV 25430
Ph # 304-725-9713
Fax # 304-725-9714

Date 10-Apr-15
 Quote No./Invoice No. 10167

Customer Chapman Brothers LLC
 Address _____
 City, State _____
 Phone Number 540-338-1319
 Cell Number 540-484-7776
 Fax Number 540-338-1301

Contact : _____
 Notes : _____

| | |
|--------------|---|
| Description: | Revised Price For Purcellville Police Station |
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| | |
| | |
| | 50% deposit upon ordering |
| | |
| | 3% processing fee for credit or bank card |

| | | |
|---------------------------|-----------|------------------|
| Subtotal Cost Taxable | \$ | 10,234.90 |
| Subtotal Cost non Taxable | | \$0.00 |
| Tax @ 6.0% | \$ | 614.09 |
| B & O Tax 2% | \$ | - |
| Total Quote | \$ | 10,848.99 |

This Quote is guaranteed for 30 days. After 30 days the customer is responsible for any and all price increases and fuel surcharges.

Customer Approval  RGS rec'd _____
 Date 4/29/15 Date _____

CHAPMAN BROTHERS LLC

125 E. Hirst Rd. STE 8-C
Purcellville, VA 20132
W: 540.338.1319 C: 540.454.7775
F: 540.338.1301
Casey@ChapmanBrothers.com

From: Lohr, Rob [<mailto:rlahr@purcellvilleva.gov>]
Sent: Monday, May 18, 2015 3:21 PM
To: Casey Chapman
Cc: Schroeck, Joe; Austin, Jenny; LeMarr, Connie; Krens, Liz; Childs, Patrick
Subject: RE: Police Station

Casey,

Thank you for your willingness to help me on this item. While I realize your company did nothing to cause the problem, a series of decisions made on behalf of the PD created legal and policy problems that prevent us from moving forward. At this point, the Town has chosen to not move forward and would like to take advantage of the following:

- 1) Terminate the project and pay the restocking fee of \$2,300.
- 2) The Town should be billed by the Company from WV who ordered the equipment and submitted the bill. Send the bill to my attention so I can process it with Finance.
- 3) I would respectfully ask that the company agree to credit this restocking fee to any job that we do with them during a time period of up to 12 months.

Thanks, Rob

From: Lohr, Rob
Sent: Wednesday, May 13, 2015 11:20 AM
To: 'Casey Chapman'
Subject: RE: Police Station

Thank you

From: Casey Chapman [<mailto:casey@chapmanbrothers.com>]
Sent: Wednesday, May 13, 2015 11:13 AM
To: Lohr, Rob
Subject: Police Station

Mr. Lohr,

Please find attached the work authorization faxed to us on March 25, 2015. We will work with the Town any way we can and value our relationship. If you have any questions please call me on my cell or at the office.

Thank you,

Casey L. Chapman

CHAPMAN BROTHERS LLC

Hays, Diana

From: McCann, Hooper <hmccann@purcellvilleva.gov>
Sent: Thursday, June 11, 2015 1:34 PM
To: Lohr, Rob
Subject: RE: Police Station

I called the office this morning – he wasn't in. I left a message on his cell phone asking for a copy of the invoice...

Haven't heard back yet – I will send him an email also!

Thanks,

H

From: Lohr, Rob
Sent: Thursday, June 11, 2015 1:27 PM
To: McCann, Hooper
Subject: Fwd: Police Station

He attached no invoice! FYI

Sent from my iPad

Begin forwarded message:

From: Casey Chapman <casey@chapmanbrothers.com>
Date: June 8, 2015 at 12:20:16 PM EDT
To: "Lohr, Rob" <rlohr@purcellvilleva.gov>
Cc: "Schroeck, Joe" <jschroec@purcellvilleva.gov>, "Austin, Jenny" <jaustin1@purcellvilleva.gov>, "LeMarr, Connie" <clemarr@purcellvilleva.gov>, "Krens, Liz" <ekrens@purcellvilleva.gov>, "Childs, Patrick" <pchilds@purcellvilleva.gov>, "John M. Chapman" <john@chapmanbrothers.com>
Subject: RE: Police Station

Rob,

I spoke with the glass company that was paid to perform the work at the police station and they have agreed to restock/send back to their vendor the materials already received by them. This was great news because they first told me that it was nonrefundable. They are keeping \$2,300 of the \$5,424.50 initial deposit but will be sending me a check for the difference. The Check that was originally sent to them to procure the materials was from CaseCo LLC, my company. Since they are holding \$2,300 from the initial payment of \$5,424.50 the town will not be able to bill the company from WV who ordered the equipment. The town instead needs to reimburse CaseCo LLC for the \$2,300 restocking fee. The company has respectfully declined the request of the town to credit the restocking fee to any job that the town may or may not be doing with them during the next 12 months. Thank you for working with me on this situation. If you have any questions please email or call me at any time.

Thank you,

Casey L. Chapman

CaseCo LLC

125 Hirst Rd
 STE 8-C
 Purcellville, VA 20132

Invoice

| | |
|-----------|-----------|
| Date | Invoice # |
| 6/22/2015 | 256 |

| |
|--|
| Bill To |
| Town of Purcellville 221 South Nursery Ave. Purcellville, VA 20132 |

| | |
|-----------------|------------|
| Project Manager | Vendor No. |
| Police Dept. | N/A |

| | |
|---------|----------------|
| Job No. | Terms |
| 10167 | Due on receipt |

| Item | Description | Qty | Rate | Amount |
|----------------|---|-----|----------|----------|
| Restocking Fee | This "Restocking Fee" is to repay CaseCo LLC for cost incurred on the Purcellville Police Station bullet resistant glass work order #10167. On May 1, 2015 CaseCo issued payment (Check #1286) to Roy's Glass Service, INC in the amount of \$5,424.50. Once the order had been submitted and the material procured The Town of Purcellville canceled the project. CaseCo was able to work out a deal with Roy's Glass Service to restock the glass and issue a reimbursement of \$3,124.50. However, Roy's Glass Service would only do so for a restocking fee of \$2,300. | | 2,300.00 | 2,300.00 |

Thank you for your business.

| | |
|-------------------------|------------|
| Total | \$2,300.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$2,300.00 |

Hays, Diana

From: McCann, Hooper <hmccann@purcellvilleva.gov>
Sent: Tuesday, June 23, 2015 9:40 AM
To: Lohr, Rob
Subject: FW: Glass Restocking Fee
Attachments: PoliceStation_Invoice256.pdf

FYI –
H

From: Casey Chapman [<mailto:casey@chapmanbrothers.com>]
Sent: Monday, June 22, 2015 7:08 PM
To: McCann, Hooper
Subject: RE: Glass Restocking Fee

Hooper,

Please see attached CaseCo LLC's W-9 and Invoice.

Thanks,

Casey L. Chapman

CHAPMAN BROTHERS LLC

125 E. Hirst Rd. STE 8-C
Purcellville, VA 20132
W: 540.338.1319 C: 540.454.7775
F: 540.338.1301
Casey@ChapmanBrothers.com

From: McCann, Hooper [<mailto:hmccann@purcellvilleva.gov>]
Sent: Monday, June 22, 2015 10:28 AM
To: Casey Chapman
Subject: FW: Glass Restocking Fee

Casey,

It was the reimbursement for the restocking fee on the glass. Did you already submit these items?

Thanks,
Hooper

From: McCann, Hooper
Sent: Thursday, June 11, 2015 1:48 PM
To: 'casey@chapmanbrothers.com'

Cc: Lohr, Rob; LeMarr, Connie; Krens, Liz; Schroeck, Joe; 'john@chapmanbrothers.com'
Subject: Glass Restocking Fee

Casey,

I left a message on your cell phone voicemail this morning. I wanted to take this opportunity to check back in with you.

As I mentioned in the message, we will be glad to initiate payment for the \$2,300 restocking charge for the glass. In order to process this payment, we will need a copy of the invoice. We will also need a completed W-9 (attached) as you have requested that the payment be made out to CaseCo, LLC. A W-9 is required for all newly established payees in our accounts payable system.

Once I receive a copy of the invoice and the completed W-9, I will immediately process and present to Finance for payment. The payment cycle generally takes 7-10 business days. If you would like for me to give you a call when the payment is ready, I will be happy to do so.

If you have any questions, please do not hesitate to contact me.

Hooper

Ms. Vadah "Hooper" Barney-McCann
Director of Admin./EA to the Town Manager

Town of Purcellville

221 South Nursery Ave./Purcellville, VA 20132/540.751.2312
hmcann@purcellvilleva.gov / www.purcellvilleva.gov

Contractor's Certificate of Workers' Compensation Insurance

(Form 61-A)



www.workcomp.virginia.gov

PLEASE COMPLETE FULLY AND LEGIBLY

File this completed form at the local office where your business license is obtained

INSTRUCTIONS ON REVERSE SIDE

| | | | |
|---|---|---|--------------------------|
| Locality Issuing License: City <input type="checkbox"/> Town <input checked="" type="checkbox"/> County <input type="checkbox"/> | Name of Locality: Town of <u>Raceville</u> | Business or Trade Name <u>Case Co LLC</u> | Business License Number: |
| Name of Business Owner/ Contractor Last: <u>Chapman</u> | | Business Federal Employer ID (FEIN) or Tax ID Number: First: <u>Casqy</u> | |
| Business Owner / Contractor's Home Mailing Address: <u>4283 Paynes Ford Road</u> | | Business Address if different from Business Owner Address: <u>125 Hirst Road Suite 6-C</u> | |
| City: <u>Kearneysville</u> State: <u>WV</u> Zip: <u>25130</u> | | City: <u>Raceville</u> State: <u>VA</u> Zip: <u>20132</u> | |
| Home Telephone: | | Business: Corp. <input type="checkbox"/> LLC <input checked="" type="checkbox"/> Sole Prop <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> | |

WORKERS' COMPENSATION INSURANCE

If you have workers' compensation insurance check type and complete below:

List **ONLY** WORKERS' COMPENSATION, not General Liability

- Insurance Carrier licensed in Virginia
- Self-insured with certificate of authorization issued by the Virginia Workers' Compensation Commission
- Group Self-Insurance Association (GSIA) licensed by the State Corporation Commission
- A Professional Employer Organization (PEO) registered in Virginia

Name of Insurance Carrier, Self-Insured, GSIA or PEO:

FARM FAMILY CASUALTY INSURANCE COMPANY

Policy, Master Policy or Certificate Number:

4501W0522

Policy Effective Date and Policy Period:

9-20-2014 9-20-2015

Type of Trade or Industry:

Business Telephone:

703-297-4555

E-mail Address:

casqy@caseco.net

If you do not list workers' compensation insurance you must answer below:

1. Do you have more than two part-time or full-time employees?

(Note: Corporate officers, LLC managers, part-time employees and employees of your subcontractors generally count as your employees for Workers' compensation purposes. Filing of a 1099, payment of cash wages or designating a worker an "Independent Contractor" does not necessarily eliminate or alter employee status under the Workers' Compensation Act.)

Yes No

2. Do you hire Independent Contractors or subcontractors with employees to assist you in your work?

Yes No

Failure to insure when required by law shall subject an employer to civil penalties of up to \$250 per day uninsured, subject to a maximum penalty of \$50,000.00 plus costs, pursuant to Virginia Code § 65.2-805

Under penalty of perjury, the undersigned certifies s/he is duly authorized by the business license applicant to execute this certificate; the information provided herein is correct; and the business is in compliance with Chapter 8 of Title 65.2 of the Virginia Workers' Compensation Act and will remain in compliance with the law during the effective period of the business license.

| | |
|---|-------------------------|
| Signature of Applicant (Contractor or Business Owner) | Date <u>03/03/15</u> |
| Print Name of Applicant <u>Casey L. Chapman</u> | |

Form 61-A is prepared and distributed by the Virginia Workers' Compensation Commission to local licensing authorities for use in compliance with §58.1-3714, Code of Virginia. Form 61 A is available online at www.workcomp.virginia.gov. Return this form to the licensing authority, not to the Virginia WC Commission.

For questions regarding how to complete this form, please contact the Commission toll-free at 1-877-664-2566 or 804 205-3586

Certificates of Insurance Cannot be accepted in Lieu of a Completed Form

Return your completed form to the licensing authority where your business license is obtained



STAFF REPORT
ACTION

Item #16

SUBJECT: Closed Meeting

DATE OF MEETING: June 14, 2016

STAFF CONTACTS: Diana Hays, Town Clerk/Project Manager

SUMMARY and RECOMMENDATIONS:

Attached are the motions and resolution pertaining to the closed meeting.

ATTACHMENT(S):

1. Closed Meeting Motions
2. Resolution 16-06-01

MOTION TO RECESS THE REGULAR MEETING AND CONVENE A CLOSED MEETING

“As authorized under Section 2.2-3711(A)(7) of the Code of Virginia, I move that the Purcellville Town Council convene in a closed meeting to consult with legal counsel employed or retained by the public body and to receive briefings from staff about actual or probable litigation concerning the Heating, Ventilation, and Air Conditioning system in Town Hall, because such consultation and briefing in an open meeting would adversely affect the negotiating or litigating posture of the public body.

The following individuals are requested to attend the closed meeting:

- 1) All Town Council members
- 2) Robert W. Lohr, Jr., Town Manager
- 3) Danny Davis, Assistant Town Manager
- 4) Sally Hankins, Town Attorney
- 5) Jeff Gilmore, Akerman LLP (via conference call)
- 6) Alex Vanegas, Director of Public Works”

MOTION BY TOWN COUNCIL TO ADJOURN THE CLOSED MEETING AND RECONVENE THE OPEN MEETING

“I move that the Town Council reconvene in an open meeting and that the minutes reflect no formal action was taken in the closed meeting.”

MOTION THAT THE RESOLUTION CERTIFYING THE CLOSED MEETING BE ADOPTED AND REFLECTED IN THE MINUTES OF THE PUBLIC MEETING

“I move that the Purcellville Town Council adopt Resolution 16-06-01 certifying the closed meeting of June 14, 2016.”

Mayor
Kwasi A. Fraser

Council
Joan Lehr
John A. Nave
Patrick McConville II
Karen Jimmerson
Douglass J. McCollum
Kelli Grim



Town Manager
Robert W. Lohr, Jr.
Assistant Town Manager
Daniel C. Davis

221 S. Nursery Avenue
Purcellville, VA 20132
(540) 338-7421
Fax: (540) 338-6205

www.purcellvilleva.gov

**TOWN OF PURCELLVILLE
IN
LOUDOUN COUNTY, VIRGINIA**

RESOLUTION NO. 16-06-01

PRESENTED: JUNE 14, 2016

ADOPTED: _____

**A RESOLUTION: CERTIFYING THE CLOSED MEETING ON
JUNE 14, 2016**

WHEREAS, the Town Council of the Town of Purcellville, Virginia, has this day convened a closed meeting in accordance with an affirmative recorded vote of the Purcellville Town Council and in accordance with the Virginia Freedom of Information Act.

NOW, THEREFORE, BE IT RESOLVED that the Purcellville Town Council does hereby certify that to the best of each member's knowledge, i.) only public business matters lawfully exempted from open meeting requirements under the Freedom of Information Act were discussed in the closed meeting to which this certification applies; and ii.) only such public business matters as were identified in the motion by which the said closed meeting was convened were heard, discussed or considered by the Purcellville Town Council.

PASSED THIS _____ DAY OF _____, 2016.

Kwasi A. Fraser, Mayor
Town of Purcellville

ATTEST:

Diana Hays, Town Clerk

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