



**TOWN OF PURCELLVILLE
TOWN COUNCIL REGULAR MEETING
TUESDAY, APRIL 22, 2025 – 6:00 PM
TOWN HALL COUNCIL CHAMBERS
AGENDA**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. INVOCATION**
- 4. AGENDA AMENDMENTS/APPROVAL**
- 5. CONSENT AGENDA**
 - 5.a Appropriation of Budget Amendment BA25-038 - PFAS Grant Funding (Jason Didawick) (pg. 3)
[VDH Subrecipient Agreement VDH 25 103 0033.pdf](#)
[BA 25 038 P10 CIP W PFAS Grant.pdf](#)
 - 5.b Approval Meeting Minutes March 26, 2025 Town Council Special Meeting Budget Work Session (pg. 52)
[Minutes 03.26.25 Town Council Special Meeting Budget Work Session.pdf](#)
 - 5.c Approval of Minutes April 2, 2025 Town Council Special Meeting Budget Work Session (pg. 55)
[Minutes 04.02.25 Town Council Special Meeting Budget Work Session with attach.pdf](#)
 - 5.d Approval of Minutes April 9, 2025 Town Council Special Meeting Budget Work Session (pg. 66)
[Minutes 04.09.25 Town Council Special Meeting Budget Work Session with attach.pdf](#)
- 6. TOWN MANAGER KEY UPDATES**
- 7. QUARTERLY REPORTS - COMMITTEES, COMMISSION, AND BOARDS (Written and submitted to Town Council)**
- 8. CITIZEN/BUSINESS COMMENTS**
- 9. MAYOR AND COUNCIL COMMENTS**
- 10. ACTION ITEM(S)**
- 11. DISCUSSION/INFORMATIONAL ITEM(S)**
 - 11.a Rescinding Town Code Chapter 42 and Disbanding the Purcellville Police Department and Transferring General Law Enforcement Authority for the Town to the Loudoun County Sheriff (John Cafferky) (*additional information forthcoming*) (pg. 82)
[PD Concerns By Department](#)
[For April 22 Agenda Packet -Securing Purcellville Through Partnership.pdf](#)

Ordinance 25-04-02 - Disbanding the Police Department
05.01.21 LRG Lease Agreement

11.b Review and Decision on Utility Rate Model for FY26 Budget (Council) (pg.116)

[Summary of Utility rate models 4.18.25.pdf](#)

[FY26_Budget Changes Fund Profiles 4.22.25 Final v2.pdf](#)

[Stantec FY26 utility_rate_modeling 4.18.25.pdf](#)

11.c Participation in the VA Dept. of Housing and Community Development's Virginia Main Street Program (Council) (pg. 155)

[Application](#)

[Resolution 24-06-01 Authorizing Participation VA Dept Housing and Com Dev VA Main Street Program](#)

[Resolution 25-03-02 Ending Participation in Virginia Main Street Program](#)

[VMS Acceptance Letter & Program Guidelines](#)

11.d Future Town Council Meetings and Agenda Topics (Diana Hays) (pg. 185)

[Agenda Item Tracking List for FY25](#)

12. ADJOURNMENT



STAFF REPORT **ACTION ITEM**

Item # 5.a

SUBJECT: Appropriation of Budget Amendment BA25-038 - PFAS Grant Funding
(Jason Didawick) (pg. 3)

DATE OF MEETING: April 22, 2025

STAFF CONTACTS: Jason Didawick, Director of Public Works
Andrea Broshkevitch, Director of Engineering & Capital Projects

SUMMARY and RECOMMENDATIONS:

Virginia Department of Health (VDH) Office of Drinking Water Division of Technical Services has entered into an agreement with the Town of Purcellville through Subrecipient Agreement to Facilitate the Town in addressing PFAS. VDH has allocated \$580,000 of grant funding to the Town which is included in the FY26 CIP Budget. This action advances \$250,000 into the current Fiscal Year, FY25. The balance of \$330,000 will remain in FY26.

BACKGROUND:

The Town of Purcellville has received an Emerging Contaminants in Small or Disadvantaged Communities (ECSDC) grant to address PFAS from an application submitted to VDH in June 2023.

The award agreement was finalized on January 3, 2025. The scope of work includes the following tasks:

- To better understand the presence and variability of PFAS contamination at its Mountain View (MV) Groundwater Treatment Plant.
 - a. Develop a preliminary engineering report (PER) and estimated construction cost for PFAS treatment at MV well.
- Sampling for PFAS at up to ten wells and five entry points every other month for the duration of the project.
- Yield and quality testing at inactive well PWB-3A for potential approval as an alternate source of water.
- Desktop evaluation for potential legacy and current contamination sources and periodic collection of stormwater samples from drainage areas in the vicinity of the Town's wells.
- Development of a PER and estimated construction cost for Short Hill Groundwater Treatment Facility, as an alternate groundwater source for replacement wells due to PFAS contamination.

- A geophysical survey on eighteen acres of the Aberdeen property to identify possible additional water resources.

ISSUES:

The VDH Federal Grant funds must be spent by September 30, 2025. Therefore, the town is expecting to complete tasks in the amount of \$250,000 between now and June 30, 2025 (FY25), and complete tasks in the amount of \$330,000 between July 1, 2025 – September 30, 2025 (FY26).

BUDGET IMPACT:

The VDH Grant and the appropriation increase both the FY25 Water Fund Operating Budget and the Capital Budget by \$250,000.

MOTION(S):

“I move the Town Council approve Budget Amendment BA 25-038 to appropriate \$250,000 from a VDH Grant to address PFAS contamination in Fiscal Year 2025.”

ATTACHMENT(S):

1. [VDH Subrecipient Agreement VDH 25 103 0033.pdf](#)
2. [BA 25 038 P10 CIP W PFAS Grant.pdf](#)



VIRGINIA DEPARTMENT OF HEALTH
OFFICE OF DRINKING WATER
DIVISION OF TECHNICAL SERVICES
109 Governor Street
Richmond, VA 23219

SUBRECIPIENT AGREEMENT

SUBRECIPIENT AGREEMENT NUMBER: VDH-25-103-0033

- I. **PARTIES TO THE AGREEMENT:** This Subrecipient Agreement is entered into by the Town of Purcellville, hereinafter called the "Subrecipient" and Commonwealth of Virginia through the Department of Health, Office of Drinking Water, Division of Technical Services, whose business address is 109 Governor Street, Richmond, VA 23219, hereinafter called the "Department."

WHEREAS the Department desires to enter into an Agreement with the Subrecipient to Facilitate Town of Purcellville's project, Addressing PFAS at the Town of Purcellville's Mountain View Groundwater Treatment Plant, and;

WHEREAS the Subrecipient desires to perform such services;

THEREFORE, in consideration of their respective undertakings, the Department and the Subrecipient hereby execute this covenant and agree to the following terms.

- II. **PERIOD OF PERFORMANCE:** From execution date of VDH signature on last page through June 30, 2025 and renewable upon written agreement of both parties for 2 of successive one-year periods under the terms of the current agreement, and at a reasonable time (approximately ninety (90) days) prior to the expiration.
- III. **PERIOD OF GRANT AGREEMENT:** April 1, 2024 - September 30, 2025, in accordance with Article VII – Federal Requirements for Subrecipient Contracts. Payments to be made in accordance with Article VIII – Method of Payment.
- IV. **PURPOSE:** to Facilitate Town of Purcellville's project, Addressing PFAS at the Town of Purcellville's Mountain View Groundwater Treatment Plant.
- V. **SCOPE OF SERVICES:**
- Identify PFAS levels in Town's water sources.
 - Recommend a method to reduce PFAS concentration.
 - Complete engineering for PFAS treatment and/or implementation of an alternate water source.
- VI. **COMPENSATION:** The Department will reimburse Subrecipient for actual expenditures as a result of services provided under the terms of the basic agreement. Any travel expenses will be reimbursed as per the current, state approved travel regulations available at

<https://www.doa.virginia.gov/reference.shtml#CAPP> (Topic #20335). Payments may be made for services rendered starting with grant funding period beginning July 1, 2024.

Contract value: \$580,000 with 2 one-year renewal periods. Total aggregate estimated to be \$1,740,000.

Payments shall be made upon receipt and approval of the Department of required reports for services performed under the terms of this Agreement and invoices and acceptable supporting documentation from the Subrecipient. The reimbursement for services shall be based on the budget and on compliance with activities described in the Workplan submitted by the Subrecipient and approved by the Department. The invoices, with supporting documentation acceptable to the Department, shall include a report of expenditures per budget category. To be reimbursable, expenditures must adhere to the requirements detailed in the Commonwealth Accounting Policy and Procedure (CAPP) Manual which may be viewed at <https://www.doa.virginia.gov/reference.shtml#CAPP> included in the budget for this Agreement, and, if applicable, in compliance with all federal guidance for the funding provided under this Agreement. Supporting documentation shall include item level description of the purchase. Additional supporting documentation requirements are as follows:

- All Expenditures: a report from the Subrecipient's financial management information system must be provided.
- Personnel: payroll reports from the Subrecipient's financial management information system must be provided.
- Contractual: specific explanations of what expenditures were made, to whom the payment was made, date(s) of payment, and any other relevant information.
- Supplies, Miscellaneous, and Other: listing of the specific items and/or goods for which payment was made.
- Telephone/Mobile: if possible, a copy of the top page of the phone bill related to the request for reimbursement should be provided. If this is not possible, such as in cases where these charges are centrally allocated, an explanation of the charges must be provided.

All Subrecipients shall report the actual program income received and expended during the month or billing period on the invoice billing statement. The revenue and expenses shall be traceable through their financial system of record.

Subrecipients will bill the Department on a monthly basis electronically with supporting documentation. Billing will be due no later than thirty (30) days following the end of each calendar month in which expenses are incurred.

As per state regulations (CAPP Manual topic 20310) it is state policy to pay invoices on the date which payment is due under the terms of a contract, or if such date has not been established, thirty (30) days after receipt of the Subrecipient's invoice by the specified Accounts Payable desk or thirty (30) days after receipt of the goods or services, as specified by the Accounts Payable

date-stamped receiving report, whichever is later. Failure by Subrecipient to submit invoices within the prescribed period may forfeit its right to payment from the Department.

Send invoices to:

SBS-publiclth-invoices@vdh.virginia.gov

Raven.jarvis@vdh.virginia.gov

Cc : rebecca.bliley@vdh.virginia.gov

Invoices **must** be submitted electronically. In order for invoices to be processed as presented for payment, the document must reference the current/active contract number.

Final reconciliation billing for June 2025, along with any overpayments due to the Department, shall be submitted no later than July 31, 2025.

The Subrecipient agrees to ensure that all expenditures made under this Agreement are recorded correctly, are allowable, and are in support of the objectives of this Agreement. The Subrecipient shall ensure that payroll expenditures in support of this Agreement and as specified in this Agreement are charged accurately and that the employees paid under this Agreement submit Time and Effort (T&E) reports. These T & E Reports shall be maintained on site for VDH review during monitoring visits.

The Subrecipient shall maintain supporting documentation for all expenditures made under this Agreement and maintain such documentation for five (5) years as per Government Accountability Office, Office of Management and Budget (GAO/OMB) regulations. Any expenditure recorded after this date will be attributed to the next budget period.

These funds may not be used to pay the salary of an individual at a rate in excess of the Executive Level II salary of the Federal Executive Pay Scale, as per Notice of Award.

Inclusion of Indirect Costs: Capped at 8.4% negotiated rate; these are costs not associated with any other particular line item identified on the budget form.

CST	COA	FUND	PROG	PROJ	TK	DOLLARS	GRANT PERIOD	EXP. DEADLINE
103	DL	10000	508001	0000125630	----	\$580,000	April 1, 2024 - September 30, 2025	September 30 2025

- VII. FEDERAL REQUIREMENTS FOR SUBRECIPIENT CONTRACTS:** Subrecipient is receiving pass-through federal funds. Information below is applicable. Subrecipient of federal awards must be informed of the Catalog of Federal Domestic Assistance (CFDA) number, grant name and number, grant year and federal awarding agency.

FEDERAL AWARD INFORMATION:

Federal Award Identification Number: 95326101

Federal Award Date: 3/27/2024

Amount of Subaward: \$580,000

Subaward Obligation/Action Date: 4/1/2024-9/30/2025

Total Amount of Federal Award: \$7,239.382.00
 Name of Federal Grantor: EPA
 CFDA Number and Name: Water Infrastructure Improvements for the Nation Small and Underserved Communities Emerging Contaminants Grant Program
 Research and Development: ☐ Yes ☒ No
 Indirect Cost Rate: 8.4%

FEDERAL AWARD RESTRICTIONS: There are general federal cost principles that are applicable to all federal awards. These general principles are outlined in Part 200 – Uniform Administrative Requirements, Cost Principles, and Subpart F. Audit Requirements for Federal Awards (2 CFR Section 200.0 – 200.521). The local health districts are required to adhere to these principles while managing federal grant awards (specifically Subpart E – Cost Principles). The Electronic Code of Federal Regulations can be found at www.eCFR.gov.

General Provisions sections:	200.400 - 200.401
Federal equipment:	200.313
Procurement guidelines:	200.318 - 200.326
Basic considerations sections:	200.402 - 200.411
Direct and indirect (F&A) costs sections:	200.412 - 200.415
Special Considerations for States, Local Governments, and Indian Tribes sections:	200.416 - 200.417
General provisions for selected items of cost sections:	200.420 - 200.475 (with exception of 200.424 and 200.475 as these are more applicable to higher education institutions and other nonprofit organizations)

The Virginia Department of Health, Office of Drinking Water, as a pass-through entity for numerous federal grants, is responsible for ensuring certain activities occur with respect to monitoring of subrecipients. The above requirements include but are not limited to the following: Subrecipients receiving more than \$750,000 in federal funds, during the subrecipient's fiscal year, from any and all sources are required to have a single audit performed in accordance with code §200.501(a). When required, the most recent copy of the audit must be provided to the assigned contract monitor within thirty (30) days of the effective date on this Agreement. If any findings were noted in the audit report, corrective actions taken to fully resolved the finding must be provided. If an audit occurs during the term of this Agreement, a copy of that audit and response to any findings must be provided as well. The Subrecipient must provide a written statement if the organization did not receive more than \$750,000 in federal funds.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): Effective October 2010, all entities that plan to apply for and ultimately receive a federal grant/cooperative agreement or receive subawards directly from recipients of those funds shall:

- Be registered in System for Award Management (SAM) prior to submitting an application or plan. The SAM is a web-enabled government wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award, grants, and the electronic payment processes. SAM information must be updated at least every twelve (12) months to remain active (for both grantees and subrecipients),

- Have a Unique Entity Identifier (UEI),
- Provide address for primary Virginia service location including nine-digit zip code,
- Provide executive compensation information for five (5) most highly compensated officers if all of the following apply:
 - Organization receives eighty percent (80%) or more of its annual gross revenues in federal awards,
 - Organization receives \$25,000,000 or more in annual gross revenues from federal awards,
 - Executive compensation has not previously been reported to any federal agency through any other reporting system, if applicable.

CERTIFICATION – CONFLICT OF INTEREST: The Subrecipient warrants that it has fully complied with the Code of Virginia State and Local Government Conflict of Interests Act (<http://law.lis.virginia.gov/vacode/title2.2/chapter31/>).

CERTIFICATIONS REGARDING LOBBYING (2 CFR 200.450): By signing this Agreement, the Subrecipient authorized official certifies, to the best of his/her knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to VDH. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATION – NONDISCRIMINATION: During the performance of this Agreement, the Subrecipient agrees as follows: The Subrecipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Subrecipient. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- The Subrecipient, in all solicitations or advertisements for employees placed by or on its behalf, will state that such Subrecipient is an equal opportunity employer.

- 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 this section.
- The Subrecipient will include these provisions in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

SUBRECIPIENT MONITORING: The Department will monitor the Subrecipient to evaluate the progress and performance of the program. The Subrecipient shall furnish the Department on request information regarding payments claimed for services under this Agreement. The Department and federal personnel shall be provided access to all program-related records and facilities under reasonable request.

The Subrecipient shall retain all books, accounts, reports, files, and other records relating to the performance of the contract for a period of five (5) years after its completion. All accounting records must be supported by source documentation and retained in order to show for what purpose funds were spent. All such records shall be made available and produced for inspection when required by the Department.

Should an audit by authorized state or federal official result in disallowance of amounts previously paid to the Subrecipient, the Subrecipient shall reimburse the Department upon demand.

TIME AND EFFORT REPORTING: The Subrecipient shall comply with time and effort reporting as required by the Federal Office of Management and Budget (OMB) Circular A-87 (Cost Principles for State, Local and Indian Tribal Government) and 2 CFR 200.430 Compensation-Personal Services. All employees paid in whole or in part from grant funds should prepare a timesheet indicating the hours worked on each specific project for each pay period. Based on these time sheets and hourly payroll cost for each employee, a statement indicating the distribution of payroll charges should be prepared and placed in the appropriate files and shall be made available for inspection when required by the Department. The Subrecipient shall retain all books, reports, files, and other records relating to time and effort reporting for a period of five (5) years after completion.

AUDIT OF FINANCIAL RECORDS: The Subrecipient shall comply with the audit and reporting requirements defined by the Federal Office of Management and Budget (OMB) 2 CFR 200 Subpart F. Audit Requirements. The Subrecipient will, if total federal funds expended are \$750,000 or more a year, have a single or program-specific financial statement audit conducted for the annual period in compliance with the General Accounting Office audit standards. If there are no audit findings, a letter indicating no finds shall be submitted. The copy of the portion of the audit findings or the letter indicating no findings shall be sent to the Virginia Department of Health.

If total federal funds expended are less than \$750,000 for a year the Subrecipient must meet the above audit requirements or maintain financial records for such audit that are available for review by appropriate officials of the granting federal agency, pass-through entity, and the General Accounting Office.

APPROPRIATIONS: The Subrecipient acknowledges the understanding that this Agreement is subject to appropriations and constraints by the state or the federal government budget.

SMOKE-FREE ENVIRONMENT: Public Law 103-277, also known as the Pro-Children Act of 1994, requires that smoking not be permitted in any indoor facility or portion of a facility owned, leased, or contracted for or by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administration compliance order on the responsible entity.

SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Subrecipient desires to subcontract some part of the work specified herein, the Subrecipient shall furnish the Department names, qualifications, and experience of their proposed Subrecipients and shall assure compliance with all requirements of the contract/agreement. Subcontracting with VDH local health districts is not allowed.

INTEGRATION AND MODIFICATION: This Agreement constitutes the entire understanding of the parties as to the matters contained herein. No alteration, amendment or modification of this Agreement shall be effective unless in writing and signed by the duly authorized officials of both the Department and Subrecipient.

PRICE ADJUSTMENT: This is a cost reimbursement agreement that is negotiated prior to annual renewal each year depending on the approved budget. The Department approved, price adjustment may be allowed at any time during the term of this Agreement.

CONFIDENTIALITY OF PROPRIETARY INFORMATION, DUPLICATION AND DISCLOSURE: The Subrecipient agrees that proprietary information disclosed by the Department to the Subrecipient for the purpose of a Subrecipient Agreement shall be held in confidence and used only in the performance of the contract. No item designed for or by the Department shall be duplicated or furnished to others without prior written consent. All products and materials including but not limited to papers, data, reports, forms, records, materials, creations, or inventions relating to this contract are sole and exclusive property of the Department. All such materials shall be delivered to the Department in usable condition at any time requested by the Department.

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (2 CFR 200.213 and 2 CFR 180): By initialing this space **JD**, the Subrecipient authorized official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

AUDIT AND ACCESS TO RECORDS PER 2 CFR 200.501 - 200.521: By initialing this space **JD**, the Subrecipient certifies that it will provide notice of any adverse findings which impact this subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

VIII. METHOD OF PAYMENT: The Subrecipient will be paid monthly in arrears for services rendered upon receipt of a valid invoice by the Department. The Department will pay the Subrecipient for actual expenditures as a result of services performed under the terms of this Agreement, consistent with approved budget. A valid invoice shall be submitted to the Department by the thirtieth (30th) of the month following the month of service. Payment will be made in accordance with the Prompt Payment Act of Virginia by check.

IX. TERMS AND CONDITIONS:

- A. AUDIT:** The Subrecipient shall retain all books, records, and other documents relative to this Agreement for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Department, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. APPLICABLE LAWS AND COURTS:** This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The Department and the Subrecipient are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Subrecipient shall comply with all applicable federal, state, and local laws, rules, and regulations.
- C. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the Department shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this Agreement.
- D. BACKGROUND CHECKS:**
1. The Department may require a background check for Subrecipient staff assigned to any resulting agreement. The Subrecipient shall be required to pay for all background checks processed for staff assigned to any agreement resulting from this contract agreement at a rate of \$50.00. Fees are on a per background check basis and will be invoiced by VDH Accounting. The Subrecipient employees will be required to complete a form granting authority to release information. The Subrecipient shall allow the Department access to review Subrecipient staff personnel and employment records.
 2. Background investigation results will be reviewed by the Department, and are not releasable to the Subrecipient, however, can be provided to the individual of the investigation upon a written request.
 3. In the event agreement award is made prior to completion of background checks, any unfavorable results shall be subject to the terms and conditions of this Agreement.
 4. In the event of any staff turnover or staff reassignments, the Subrecipient shall notify the Department and shall submit the appropriate background history questionnaire, authority for release of information, and have fingerprints obtained for any proposed

new staff member. This shall be in addition to the requirement to provide the required credentials information. The Department may remove any Subrecipient employee that the contract administrator feels threatens the health or safety of staff, security of the facility, or quality of the service provided by the Subrecipient.

- E. **CANCELLATION OF AGREEMENT:** The Department reserves the right to cancel and terminate any resulting contract or agreement, in part or in whole, without penalty, upon sixty (60) days written notice to the Subrecipient. In the event the initial contract period is for more than twelve (12) months, the resulting contract may also be terminated by the Subrecipient, without penalty, after the initial twelve (12) months of the contract period upon sixty (60) days written notice to the other party. Any contract cancellation notice shall not relieve the Subrecipient of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- F. **CHANGES TO THE AGREEMENT:** The parties may agree in writing to modify the scope of the Subrecipient Agreement. An increase or decrease in the price to the Subrecipient Agreement resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Subrecipient Agreement.
- G. **CONFIDENTIALITY OF PROPRIETARY INFORMATION AND PERSONALLY IDENTIFIABLE INFORMATION:** The Subrecipient assures that information and data obtained as to proprietary information and personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this Agreement, and will not be divulged without the individual's and the Department's written consent and only in accordance with federal law or the *Code of Virginia*. Subrecipients who utilize, access, or store proprietary information or personally identifiable information as part of the performance of an agreement are required to safeguard this information and immediately notify the Department of any breach or suspected breach in the security of such information. Subrecipients shall allow the Department to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Subrecipients and their employees working on this project may be required to sign a confidentiality statement.
- H. **DRUG-FREE WORKPLACE:** Applicable for all contracts/agreements over \$10,000:

During the performance of this Agreement, the Subrecipient agrees to (i) provide a drug-free workplace for the Subrecipient's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, , distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient'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 Subrecipient that the Subrecipient 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 Subrecipient or vendor.

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 Subrecipient, 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 Agreement.

- I. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: Applicable for all contracts and agreements over \$10,000: By entering into a written contract or agreement with the Commonwealth of Virginia, the Subrecipient certifies that the Subrecipient does not, and shall not during the performance of the contract/agreement for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- J. **RENEWAL OF AGREEMENT**: This Agreement may be renewed by the Commonwealth upon written agreement of both parties for two (2) successive one-year renewal periods, under the terms of the current agreement, and at a reasonable time (approximately ninety (90) days) prior to the expiration.
- K. **ANTIDISCRIMINATION**: By submitting this Agreement, the Subrecipient certifies to the Commonwealth that they will conform to the provisions of the federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract/agreement on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract/agreement over \$10,000 the provisions in 1. and 2. below apply:

- 1. During the performance of this Agreement, the Subrecipient agrees as follows:
 - a. The Subrecipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Subrecipient. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Subrecipient, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, will state that such Subrecipient is an equal opportunity employer.
 - c. 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 this section.

d. If the Subrecipient employs more than five (5) employees, the Subrecipient shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Subrecipient owns or leases for business purposes and (b) the Subrecipient's employee handbook.

e. The requirements of these provisions 1. and 2. are a material part of the contract/agreement. If the Subrecipient violates one of these provisions, the Commonwealth may terminate the affected part of this Agreement for breach, or at its option, the whole agreement. Violation of one of these provisions may also result in debarment from state contracting regardless of whether the specific contract or agreement is terminated.

f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the Subrecipient, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this Agreement.

2. The Subrecipient will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subrecipient or vendor.

L. **ANTITRUST:** By entering into an agreement, the Subrecipient conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, titles, and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said agreement.

M. **PAYMENT:**

1. **To Prime Subrecipient:**

a. Invoices for items ordered, delivered, and accepted shall be submitted by the Subrecipient directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual subrecipients) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.

c. All goods or services provided under this contract/agreement or purchase order, that are to be paid for with public funds, shall be billed by the Subrecipient at the contract/agreement price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Subrecipients should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the Subrecipient of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve a department of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subrecipients:

a. Within seven (7) days of the Subrecipient's receipt of payment from the Commonwealth, a Subrecipient awarded a contract or agreement under this solicitation is hereby obligated:

(1) To pay the Subrecipient(s) for the proportionate share of the payment received for work performed by the Subrecipient(s) under the Agreement; or

(2) To notify the Department and the Subrecipient(s), in writing, of the Subrecipient's intention to withhold payment and the reason.

b. The Subrecipient is obligated to pay the subrecipient(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract/agreement) on all amounts owed by the Subrecipient that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier subrecipient performing under the primary contract/agreement. A Subrecipient's obligation to pay an interest charge to a subrecipient may not be construed to be an obligation of the Commonwealth.

c. Each prime subrecipient who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting department or institution, on or before request for final payment, evidence, and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from Subrecipient default) with the SWaM procurement plan. Final payment under the contract or agreement in question may be withheld until such certification

is delivered and, if necessary, confirmed by the Department or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

d. The Commonwealth of Virginia encourages subrecipients and subcontractors to accept electronic and credit card payments.

- N. **ASSIGNMENT OF AGREEMENT:** An agreement shall not be assignable by the Subrecipient in whole or in part without the written consent of the Commonwealth.
- O. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth may terminate this Agreement after verbal or written notice without penalty. Upon termination the Commonwealth may procure the goods or services contracted for from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- P. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract/agreement, it will have the following insurance coverage at the time the contract/agreement is awarded. For construction contracts, if any subrecipients are involved, the subrecipient will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the subrecipient and any subrecipients will maintain this insurance coverage during the entire term of the contract/agreement and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGE AND LIMITS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three (3) or more employees, to include the employer. Subrecipients who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the agreement shall be in noncompliance with the agreement.

2. Employer's Liability - \$100,000.

3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury products and completed operations coverage. The Department shall be added as an additional insured to the policy by an endorsement.

4. Automobile Liability - \$1,000,000 combined single limit. Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract/agreement. Subrecipient must assure that the required coverage is maintained by the Subrecipient (or third-party owner of such motor vehicle).

Profession/Service

Limits

Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospital, or Health Maintenance Organizations)	Code of Virginia §8.01-581-15 https://law.lis.virginia.gov/vacode/title8.01/capter21.1/section8.01-581.15/
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- Q. NONDISCRIMINATION OF SUBRECIPIENTS:** A Subrecipient shall not be discriminated against in the solicitation or award of this Agreement because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department, or institution has made a written determination that employing ex-offenders on the specific contract/agreement is not in its best interest. If the award of this Agreement is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Agreement objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of their objection, access to equivalent goods, services, or disbursements from an alternative provider.
- R. WHISTLEBLOWER PROTECTION:** Congress has enacted the whistleblower protection statute 41 U.S.C. Section 4712 to encourage employees to report fraud, waste, and abuse without repercussions. This statute applies to all employees working for subrecipients,

grantees, subrecipients, and subgrantees in accordance with this Agreement. All subrecipients, grantees, subgrantees, and subrecipients for federal grants and contracts/agreements are required to:

1. Inform their employees in writing of the whistleblower protection under 41 U.S.C. Section 4712 in the predominant native language of the workforce, to include the specific requirements of the statute, and
2. Include this term and condition in any agreement made with a subrecipient or subgrantee.

The employees' rights under 41 U.S.C. Section 4712 shall survive termination of this Agreement.

S. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A subrecipient organized as a stock or nonstock 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 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract or agreement with a public body pursuant to the *Virginia Public Procurement Act* 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 the contract/agreement. A public body may void any contract or agreement with a business entity if the business entity fails to remain in compliance with the provisions of this section.

T. SERVICE ORGANIZATION CONTROLS: Service Organization Controls (SOC2) may be required for this Agreement. Please see link for requirements:
<https://www.doa.virginia.gov/reference.shtml#CAPP>

CERTIFICATION OF INTERNAL CONTROLS: The Subrecipient shall have clearly delineated processes and procedures for the internal control of sensitive data and processes, which are any data and processes of which the compromising of confidentiality, integrity, and/or availability could have a material adverse effect on Commonwealth of Virginia interests, the conduct of Department programs, or to the privacy of which individuals are entitled, when such sensitive data or processes are related to the goods and/or services provided pursuant to this Agreement.

The Subrecipient shall provide evidence of compliant and ongoing internal control of sensitive data and processes through a standard methodology, such as but without limitation to the American Institute of Certified Public Accountant (AICPA) Service Organization Control (SOC) reports. The evidence of compliance shall be contained in a report describing the effectiveness of the Subrecipient's internal controls. The most recent version of the report shall be provided to the purchasing office upon request. Trade secrets or proprietary information contained within the report shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Subrecipient must invoke the protection of *Code of Virginia*, § 2.2-4342F, in writing, prior to or upon submission of the report, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

If deficiencies in the Subrecipient's internal control processes and procedures are described in the most recent version of the report, the Subrecipient shall automatically submit the report to the purchasing office within a timely manner and shall describe the corrective actions to be put into place by the Subrecipient to remedy the deficiencies. Failure to report and/or repair deficiencies in a timely manner shall be cause for the Commonwealth to make a determination of breach of contract/agreement.

The Subrecipient's obligations for certification of internal controls shall survive and continue after completion of this Agreement unless the Subrecipient certifies the destruction of the sensitive data at the end of the contract or agreement term.

U. CONTINUITY OF SERVICES:

- a) The Subrecipient recognizes that the services under this Agreement are vital to the Department and must be continued without interruption and that, upon agreement expiration, a successor, either the Department or another Subrecipient, may continue them. The Subrecipient agrees:
 - (i) To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - (ii) To make all Department owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the agreement to facilitate transition to successor; and
 - (iii) That the Department contracting officer shall have final authority to resolve disputes related to the transition of the agreement from the Subrecipient to its successor.
- b) The Subrecipient shall, upon written notice from the contract officer, furnish phase-in/phase-out services for up to ninety (90) days after this Agreement expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the contract officer's approval.
- c) The Subrecipient shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this Agreement. All phase-in/phase-out work fees must be approved by the contract officer in writing prior to commencement of said work.

- V. CIVILITY IN STATE WORKPLACES:** The Subrecipient shall take all reasonable steps to ensure that no individual, while performing work on behalf of the Subrecipient or any subcontractor in connection with this Agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The Subrecipient shall provide each Contract Worker with a copy of this section and will require Contract Workers to participate in agency training on civility in the state workplace if Subrecipient's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the Subrecipient shall provide documentation that each Contract Worker has received such training.

For purposes of this section, "state workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a state workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a state workplace or is associated with a person who is a state employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this section.

This section creates obligations solely on the part of the Subrecipient. Employees or other third parties may benefit incidentally from this section and from training materials or other communications distributed on this topic, but the parties to this Agreement intend this section to be enforceable solely by the Commonwealth and not by employees or other third parties.

X. CONFIDENTIALITY TERMS AND CONDITIONS:

- A. **DATA PRIVACY:** In accordance with § 2.2-2009 of the *Code of Virginia*, during the performance of this Agreement, the Subrecipient is required at all times to comply with all applicable federal and state laws and regulations, including those pertaining to information security and privacy.
- B. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Subrecipient assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this Agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, disclosure will not be divulged without the individual's and the Department's written consent, and only in accordance with federal law, including the HIPAA Privacy rule or the *Code of Virginia*.

Subrecipients who utilize, access, or store personally identifiable information (PII), protected health information (PHI), and electronic protected health information (ePHI), in performance of a contract/agreement, and in support of the HIPAA Privacy and Security regulations, are required to safeguard PII and PHI by:

- a. implementing appropriate safeguards to prevent unauthorized use or disclosure of the information, including implementing requirements of the HIPAA Security Rule with regard to ePHI,

- b. ensure that any subcontractors the Subrecipient may engage on its behalf, and will have access to PHI, agrees to the same restrictions and conditions that apply to the business associate with respect to such information, and
- c. immediately notifies the Department of any breach, or suspected breach, in the security of such information.

Subrecipients shall allow the Department to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Subrecipients and their employees working on this project may be required to sign a confidentiality statement.

C. CONFIDENTIALITY OF HEALTH RECORDS: By signature on this Agreement, the Subrecipient agrees to comply with all applicable statutory provisions and regulations of the Commonwealth of Virginia and in the performance of this Agreement shall:

- 1. not use or further disclose health records other than as permitted or required by the terms of this Agreement or as required by law;
- 2. use appropriate safeguards, as defined by HIPAA and the Privacy and Security Rules to prevent use or disclosure of health records other than as permitted by this Agreement;
- 3. report to the Department any use or disclosure of health records not provided for by this Agreement;
- 4. mitigate, to the extent practicable, any harmful effect that is known to the Subrecipient of a use or disclosure of health records by the Subrecipient in violation of the requirements of this Agreement;
- 5. impose the same requirements and restrictions contained in this Agreement on its subcontractors and agents;
- 6. provide access to health records contained in its records to the Department, in the time and manner designated by the Department, or at the request of the Department, to an individual in order to afford access as required by law;
- 7. make available health records in its records to the Department for amendment and incorporate any amendments to health records in its records at the Department's request; and
- 8. document and provide to the Department information relating to disclosures of health records as required for the Department to respond to a request by an individual for an accounting of disclosures of health records.

The Subrecipient shall provide evidence of compliant and ongoing internal control of sensitive and/or private data and processes through a standard methodology, including the Health Insurance Portability and Accountability Act (42 USC Sec. 1320D et seq., the federal rules adopted thereunder (45 CFR Parts 160, 162 and 164, as applicable), and the American Institute of Certified Public Accountant (AICPA) Service Organization Control (SOC) reports. The evidence of compliance shall be contained in a report describing the

effectiveness of the Subrecipient's internal controls. There shall be an appropriate separate instrument, i.e., a business associate agreement (BAA), executed between the parties further protecting the privacy and security of data.

- XI. **STATUS OF PERSONNEL:** Raven Jarvis, Environmental Engineer, for the Office of Drinking Water, has been designated as the Department administrator for this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby. This Subrecipient Agreement becomes effective on the date of the last signature.

TOWN OF PURCELLVILLE:	VIRGINIA DEPARTMENT OF HEALTH:
By: <u>Jason Didawick</u> Jason Didawick (Jan 2, 2025 14:39 EST)	By: <u>[Signature]</u> Kristen W. [Name] (Jan 3, 2025 09:23 EST)
Title: Public Works Director	Title: Acting Director, Office of Procurement and General S
Date: 01-02-2025	Date: January 3, 2025

Unique Entity Identifier: PMU6UFX6JRN8
(Required)

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment.

FOR COMPLETION BY SUBRECIPIENT:

Legal Name Jason Didawick
City and Zip+4 (ZIP plus four lookup https://tools.usps.com/go/ZipLookupAction_input Purcellville 20132-3394
Is the organization registered in SAM? ☒ YES ☐ NO (If no, see Section VI Federal Award Information, page 9). To remain active complete the registration and update at least every 12 months at https://www.sam.gov/SAM/ .
1. In the preceding fiscal year did your organization: a. Receive 80% or more of annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and b. \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and c. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986. ☒ NO ☐ YES (The names and total compensation of the top 5 highly compensated officials must be reported to VDH. (Total compensation includes cash and non-cash value earned during the past fiscal year including salary and bonus; awards of stock, stock options and stock appreciation rights; and

severance and termination payments, and value of life insurance paid on behalf of the employee, and applicable OMB guidance).

OPGS CONTRACT ROUTING FORM
for All Contracts, MOA/MOU or other agreements

Date Submitted: 11/14/24 **Date Due:** 11/15/24

To: Kim Boehme

Action Required: Review and Sign

Item Type (check) New Contract ☒ MOA/MOA ☐ Renewal ☐ Modification ☐ SS ☐

Contract Period: DOE-through **Annual** 580,000 **Fund** 103/ 1000
June 30, 2025 **Amount:** (1,740,000 with 2 **Source:**
2 renewals
(Show original and renewal years for new contract) (Federal, General, or other funds, enter entire cost code)

Office and Division or Health District requesting contract: Office of Drinking Water

Contractor: The Town of Purcellville

Service/Goods and Procurement method: Procuring services for the identification, treatment, and engineering solutions to address PFAS contamination

Contract/MOU/MOA/Renewal/Modification/Sole Source Reviewed and Approved by:

I have reviewed the attached documents and have determined that the VDH Procurement Policies and Procedures have been followed to the best of my knowledge.

[Signature] Nov 16, 2024 (Signature and Date), Office/District Director

I **concur** that this procurement has been conducted in compliance with the VPPA, APSPM, and VDH Procurement Policies and Procedures and should be submitted for signature.

I **recommend** signature approval of this document
(Signature and Date), Division Director of Procurement/or Designee

I **recommend** signature approval of this document.
(Signature and Date), Office Director of Procurement/or Designee
[Signature] 11/18/24

I **recommend** signature approval of this document.
(Signature and Date), Assistant Deputy Commissioner or Designee

I **recommend** signature approval of this document.
(Signature and Date), Deputy Commissioner or Designee
[Signature] 11/21/2024

I **recommend** signature approval of this document.

Please fill out the summary sections below for the proper review and understanding of this contract for signature:

Summary:

What services or goods is VDH procuring for which office?

ECSDC Grant fund for Awardee distribution to The Town of Purcellville.
The Virginia Department of Health (VDH) is procuring services for the identification, treatment, and engineering solutions to address PFAS contamination for the Office of Drinking Water. These services include identifying PFAS levels in the Town of Purcellville's water sources, recommending methods to reduce PFAS concentrations, and completing the necessary engineering for a PFAS treatment system or implementing an alternate water source. These efforts are crucial for ensuring safe drinking water for the community.

What type of services/goods and how are these services/ goods applied and to whom (communities, VDH)?

. The services and goods include specialized water treatment equipment and filtration systems designed to remove PFAS from drinking water. These systems will be applied specifically to the Town of Purcellville's Mountain View Groundwater Treatment Plant to ensure the water meets safe drinking standards. The primary beneficiaries are the residents and communities of Purcellville who rely on this plant for their water supply. Additionally, the Virginia Department of Health (VDH) benefits through improved compliance with state and federal water quality regulations, furthering VDH's mission to protect public health.

Specifically Explain How the Purchase is Mission Critical (Only provide necessary details):

The purchase is mission-critical to address PFAS contamination at the Town of Purcellville's Mountain View Groundwater Treatment Plant. PFAS (per- and polyfluoroalkyl substances) pose significant health risks, and this project is essential to ensure the water treatment plant meets regulatory standards for safe drinking water. The equipment and services funded by this grant will directly support the removal of these harmful chemicals, ensuring the protection of public health and safety for the Town of Purcellville's residents, aligning with the overall mission of providing clean and safe drinking water.

How will the Agency's Customers be affected should this purchase be disapproved (Directly and Specifically):

If this purchase is disapproved, the Town of Purcellville's customers will continue to be exposed to PFAS-contaminated water, posing serious health risks, including potential links to cancer, liver damage, and immune system issues. Without the necessary upgrades and equipment, the

Mountain View Groundwater Treatment Plant will be unable to effectively remove these harmful chemicals, jeopardizing the safety and quality of the town's drinking water. This could lead to non-compliance with regulatory standards, loss of public trust, and increased health concerns among residents.

Contracts under \$1,000,000 may be signed by OPGS Office Director and authorized signers. Contracts over \$1,000,000 will be reviewed and routed by OPGS to the respective Executive Advisors in the Office of the Commissioner.

**Additional
Attachments:**

(note: Please attach RAP, Procurement Method Exemption Form or any documentation of procurement method)

**Program Contact for
Questions:**

Raven Jarvis 804-807-3893

(Name and Phone Number)



VIRGINIA DEPARTMENT OF HEALTH
OFFICE OF DRINKING WATER
DIVISION OF TECHNICAL SERVICES
109 Governor Street
Richmond, VA 23219

SUBRECIPIENT AGREEMENT

SUBRECIPIENT AGREEMENT NUMBER: VDH-25-103-0033

- I. **PARTIES TO THE AGREEMENT:** This Subrecipient Agreement is entered into by the Town of Purcellville, hereinafter called the "Subrecipient" and Commonwealth of Virginia through the Department of Health, Office of Drinking Water, Division of Technical Services, whose business address is 109 Governor Street, Richmond, VA 23219, hereinafter called the "Department."

WHEREAS the Department desires to enter into an Agreement with the Subrecipient to Facilitate Town of Purcellville's project, Addressing PFAS at the Town of Purcellville's Mountain View Groundwater Treatment Plant, and;

WHEREAS the Subrecipient desires to perform such services;

THEREFORE, in consideration of their respective undertakings, the Department and the Subrecipient hereby execute this covenant and agree to the following terms.

- II. **PERIOD OF PERFORMANCE:** From execution date of VDH signature on last page through June 30, 2025 and renewable upon written agreement of both parties for 2 of successive one-year periods under the terms of the current agreement, and at a reasonable time (approximately ninety (90) days) prior to the expiration.
- III. **PERIOD OF GRANT AGREEMENT:** April 1, 2024 - September 30, 2025, in accordance with Article VII – Federal Requirements for Subrecipient Contracts. Payments to be made in accordance with Article VIII – Method of Payment.
- IV. **PURPOSE:** to Facilitate Town of Purcellville's project, Addressing PFAS at the Town of Purcellville's Mountain View Groundwater Treatment Plant.
- V. **SCOPE OF SERVICES:**
- Identify PFAS levels in Town's water sources.
 - Recommend a method to reduce PFAS concentration.
 - Complete engineering for PFAS treatment and/or implementation of an alternate water source.
- VI. **COMPENSATION:** The Department will reimburse Subrecipient for actual expenditures as a result of services provided under the terms of the basic agreement. Any travel expenses will be reimbursed as per the current, state approved travel regulations available at

<https://www.doa.virginia.gov/reference.shtml#CAPP> (Topic #20335). Payments may be made for services rendered starting with grant funding period beginning July 1, 2024.

Contract value: \$580,000 with 2 one-year renewal periods. Total aggregate estimated to be \$1,740,000.

Payments shall be made upon receipt and approval of the Department of required reports for services performed under the terms of this Agreement and invoices and acceptable supporting documentation from the Subrecipient. The reimbursement for services shall be based on the budget and on compliance with activities described in the Workplan submitted by the Subrecipient and approved by the Department. The invoices, with supporting documentation acceptable to the Department, shall include a report of expenditures per budget category. To be reimbursable, expenditures must adhere to the requirements detailed in the Commonwealth Accounting Policy and Procedure (CAPP) Manual which may be viewed at <https://www.doa.virginia.gov/reference.shtml#CAPP> included in the budget for this Agreement, and, if applicable, in compliance with all federal guidance for the funding provided under this Agreement. Supporting documentation shall include item level description of the purchase. Additional supporting documentation requirements are as follows:

- All Expenditures: a report from the Subrecipient's financial management information system must be provided.
- Personnel: payroll reports from the Subrecipient's financial management information system must be provided.
- Contractual: specific explanations of what expenditures were made, to whom the payment was made, date(s) of payment, and any other relevant information.
- Supplies, Miscellaneous, and Other: listing of the specific items and/or goods for which payment was made.
- Telephone/Mobile: if possible, a copy of the top page of the phone bill related to the request for reimbursement should be provided. If this is not possible, such as in cases where these charges are centrally allocated, an explanation of the charges must be provided.

All Subrecipients shall report the actual program income received and expended during the month or billing period on the invoice billing statement. The revenue and expenses shall be traceable through their financial system of record.

Subrecipients will bill the Department on a monthly basis electronically with supporting documentation. Billing will be due no later than thirty (30) days following the end of each calendar month in which expenses are incurred.

As per state regulations (CAPP Manual topic 20310) it is state policy to pay invoices on the date which payment is due under the terms of a contract, or if such date has not been established, thirty (30) days after receipt of the Subrecipient's invoice by the specified Accounts Payable desk or thirty (30) days after receipt of the goods or services, as specified by the Accounts Payable

date-stamped receiving report, whichever is later. Failure by Subrecipient to submit invoices within the prescribed period may forfeit its right to payment from the Department.

Send invoices to:

SBS-publiclth-invoices@vdh.virginia.gov

Raven.jarvis@vdh.virginia.gov

Cc : rebecca.bliley@vdh.virginia.gov

Invoices **must** be submitted electronically. In order for invoices to be processed as presented for payment, the document must reference the current/active contract number.

Final reconciliation billing for June 2025, along with any overpayments due to the Department, shall be submitted no later than July 31, 2025.

The Subrecipient agrees to ensure that all expenditures made under this Agreement are recorded correctly, are allowable, and are in support of the objectives of this Agreement. The Subrecipient shall ensure that payroll expenditures in support of this Agreement and as specified in this Agreement are charged accurately and that the employees paid under this Agreement submit Time and Effort (T&E) reports. These T & E Reports shall be maintained on site for VDH review during monitoring visits.

The Subrecipient shall maintain supporting documentation for all expenditures made under this Agreement and maintain such documentation for five (5) years as per Government Accountability Office, Office of Management and Budget (GAO/OMB) regulations. Any expenditure recorded after this date will be attributed to the next budget period.

These funds may not be used to pay the salary of an individual at a rate in excess of the Executive Level II salary of the Federal Executive Pay Scale, as per Notice of Award.

Inclusion of Indirect Costs: Capped at 8.4% negotiated rate; these are costs not associated with any other particular line item identified on the budget form.

CST	COA	FUND	PROG	PROJ	TK	DOLLARS	GRANT PERIOD	EXP. DEADLINE
103	DL	10000	508001	0000125630	----	\$580,000	April 1, 2024 - September 30, 2025	September 30 2025

- VII. FEDERAL REQUIREMENTS FOR SUBRECIPIENT CONTRACTS:** Subrecipient is receiving pass-through federal funds. Information below is applicable. Subrecipient of federal awards must be informed of the Catalog of Federal Domestic Assistance (CFDA) number, grant name and number, grant year and federal awarding agency.

FEDERAL AWARD INFORMATION:

Federal Award Identification Number: 95326101

Federal Award Date: 3/27/2024

Amount of Subaward: \$580,000

Subaward Obligation/Action Date: 4/1/2024-9/30/2025

Total Amount of Federal Award: \$7,239.382.00
 Name of Federal Grantor: EPA
 CFDA Number and Name: Water Infrastructure Improvements for the Nation Small and Underserved Communities Emerging Contaminants Grant Program
 Research and Development: ☐ Yes ☒ No
 Indirect Cost Rate: 8.4%

FEDERAL AWARD RESTRICTIONS: There are general federal cost principles that are applicable to all federal awards. These general principles are outlined in Part 200 – Uniform Administrative Requirements, Cost Principles, and Subpart F. Audit Requirements for Federal Awards (2 CFR Section 200.0 – 200.521). The local health districts are required to adhere to these principles while managing federal grant awards (specifically Subpart E – Cost Principles). The Electronic Code of Federal Regulations can be found at www.eCFR.gov.

General Provisions sections:	200.400 - 200.401
Federal equipment:	200.313
Procurement guidelines:	200.318 - 200.326
Basic considerations sections:	200.402 - 200.411
Direct and indirect (F&A) costs sections:	200.412 - 200.415
Special Considerations for States, Local Governments, and Indian Tribes sections:	200.416 - 200.417
General provisions for selected items of cost sections:	200.420 - 200.475 (with exception of 200.424 and 200.475 as these are more applicable to higher education institutions and other nonprofit organizations)

The Virginia Department of Health, Office of Drinking Water, as a pass-through entity for numerous federal grants, is responsible for ensuring certain activities occur with respect to monitoring of subrecipients. The above requirements include but are not limited to the following: Subrecipients receiving more than \$750,000 in federal funds, during the subrecipient's fiscal year, from any and all sources are required to have a single audit performed in accordance with code §200.501(a). When required, the most recent copy of the audit must be provided to the assigned contract monitor within thirty (30) days of the effective date on this Agreement. If any findings were noted in the audit report, corrective actions taken to fully resolved the finding must be provided. If an audit occurs during the term of this Agreement, a copy of that audit and response to any findings must be provided as well. The Subrecipient must provide a written statement if the organization did not receive more than \$750,000 in federal funds.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): Effective October 2010, all entities that plan to apply for and ultimately receive a federal grant/cooperative agreement or receive subawards directly from recipients of those funds shall:

- Be registered in System for Award Management (SAM) prior to submitting an application or plan. The SAM is a web-enabled government wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award, grants, and the electronic payment processes. SAM information must be updated at least every twelve (12) months to remain active (for both grantees and subrecipients),

- Have a Unique Entity Identifier (UEI),
- Provide address for primary Virginia service location including nine-digit zip code,
- Provide executive compensation information for five (5) most highly compensated officers if all of the following apply:
 - Organization receives eighty percent (80%) or more of its annual gross revenues in federal awards,
 - Organization receives \$25,000,000 or more in annual gross revenues from federal awards,
 - Executive compensation has not previously been reported to any federal agency through any other reporting system, if applicable.

CERTIFICATION – CONFLICT OF INTEREST: The Subrecipient warrants that it has fully complied with the Code of Virginia State and Local Government Conflict of Interests Act (<http://law.lis.virginia.gov/vacode/title2.2/chapter31/>).

CERTIFICATIONS REGARDING LOBBYING (2 CFR 200.450): By signing this Agreement, the Subrecipient authorized official certifies, to the best of his/her knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to VDH. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATION – NONDISCRIMINATION: During the performance of this Agreement, the Subrecipient agrees as follows: The Subrecipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Subrecipient. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- The Subrecipient, in all solicitations or advertisements for employees placed by or on its behalf, will state that such Subrecipient is an equal opportunity employer.

- 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 this section.
- The Subrecipient will include these provisions in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

SUBRECIPIENT MONITORING: The Department will monitor the Subrecipient to evaluate the progress and performance of the program. The Subrecipient shall furnish the Department on request information regarding payments claimed for services under this Agreement. The Department and federal personnel shall be provided access to all program-related records and facilities under reasonable request.

The Subrecipient shall retain all books, accounts, reports, files, and other records relating to the performance of the contract for a period of five (5) years after its completion. All accounting records must be supported by source documentation and retained in order to show for what purpose funds were spent. All such records shall be made available and produced for inspection when required by the Department.

Should an audit by authorized state or federal official result in disallowance of amounts previously paid to the Subrecipient, the Subrecipient shall reimburse the Department upon demand.

TIME AND EFFORT REPORTING: The Subrecipient shall comply with time and effort reporting as required by the Federal Office of Management and Budget (OMB) Circular A-87 (Cost Principles for State, Local and Indian Tribal Government) and 2 CFR 200.430 Compensation-Personal Services. All employees paid in whole or in part from grant funds should prepare a timesheet indicating the hours worked on each specific project for each pay period. Based on these time sheets and hourly payroll cost for each employee, a statement indicating the distribution of payroll charges should be prepared and placed in the appropriate files and shall be made available for inspection when required by the Department. The Subrecipient shall retain all books, reports, files, and other records relating to time and effort reporting for a period of five (5) years after completion.

AUDIT OF FINANCIAL RECORDS: The Subrecipient shall comply with the audit and reporting requirements defined by the Federal Office of Management and Budget (OMB) 2 CFR 200 Subpart F. Audit Requirements. The Subrecipient will, if total federal funds expended are \$750,000 or more a year, have a single or program-specific financial statement audit conducted for the annual period in compliance with the General Accounting Office audit standards. If there are no audit findings, a letter indicating no finds shall be submitted. The copy of the portion of the audit findings or the letter indicating no findings shall be sent to the Virginia Department of Health.

If total federal funds expended are less than \$750,000 for a year the Subrecipient must meet the above audit requirements or maintain financial records for such audit that are available for review by appropriate officials of the granting federal agency, pass-through entity, and the General Accounting Office.

APPROPRIATIONS: The Subrecipient acknowledges the understanding that this Agreement is subject to appropriations and constraints by the state or the federal government budget.

SMOKE-FREE ENVIRONMENT: Public Law 103-277, also known as the Pro-Children Act of 1994, requires that smoking not be permitted in any indoor facility or portion of a facility owned, leased, or contracted for or by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administration compliance order on the responsible entity.

SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Subrecipient desires to subcontract some part of the work specified herein, the Subrecipient shall furnish the Department names, qualifications, and experience of their proposed Subrecipients and shall assure compliance with all requirements of the contract/agreement. Subcontracting with VDH local health districts is not allowed.

INTEGRATION AND MODIFICATION: This Agreement constitutes the entire understanding of the parties as to the matters contained herein. No alteration, amendment or modification of this Agreement shall be effective unless in writing and signed by the duly authorized officials of both the Department and Subrecipient.

PRICE ADJUSTMENT: This is a cost reimbursement agreement that is negotiated prior to annual renewal each year depending on the approved budget. The Department approved, price adjustment may be allowed at any time during the term of this Agreement.

CONFIDENTIALITY OF PROPRIETARY INFORMATION, DUPLICATION AND DISCLOSURE: The Subrecipient agrees that proprietary information disclosed by the Department to the Subrecipient for the purpose of a Subrecipient Agreement shall be held in confidence and used only in the performance of the contract. No item designed for or by the Department shall be duplicated or furnished to others without prior written consent. All products and materials including but not limited to papers, data, reports, forms, records, materials, creations, or inventions relating to this contract are sole and exclusive property of the Department. All such materials shall be delivered to the Department in usable condition at any time requested by the Department.

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (2 CFR 200.213 and 2 CFR 180): By initialing this space , the Subrecipient authorized official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

AUDIT AND ACCESS TO RECORDS PER 2 CFR 200.501 - 200.521: By initialing this space , the Subrecipient certifies that it will provide notice of any adverse findings which impact this subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

VIII. **METHOD OF PAYMENT:** The Subrecipient will be paid monthly in arrears for services rendered upon receipt of a valid invoice by the Department. The Department will pay the Subrecipient for actual expenditures as a result of services performed under the terms of this Agreement, consistent with approved budget. A valid invoice shall be submitted to the Department by the thirtieth (30th) of the month following the month of service. Payment will be made in accordance with the Prompt Payment Act of Virginia by check.

IX. **TERMS AND CONDITIONS:**

A. **AUDIT:** The Subrecipient shall retain all books, records, and other documents relative to this Agreement for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Department, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

B. **APPLICABLE LAWS AND COURTS:** This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The Department and the Subrecipient are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Subrecipient shall comply with all applicable federal, state, and local laws, rules, and regulations.

C. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the Department shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this Agreement.

D. **BACKGROUND CHECKS:**

1. The Department may require a background check for Subrecipient staff assigned to any resulting agreement. The Subrecipient shall be required to pay for all background checks processed for staff assigned to any agreement resulting from this contract agreement at a rate of \$50.00. Fees are on a per background check basis and will be invoiced by VDH Accounting. The Subrecipient employees will be required to complete a form granting authority to release information. The Subrecipient shall allow the Department access to review Subrecipient staff personnel and employment records.
2. Background investigation results will be reviewed by the Department, and are not releasable to the Subrecipient, however, can be provided to the individual of the investigation upon a written request.
3. In the event agreement award is made prior to completion of background checks, any unfavorable results shall be subject to the terms and conditions of this Agreement.
4. In the event of any staff turnover or staff reassignments, the Subrecipient shall notify the Department and shall submit the appropriate background history questionnaire, authority for release of information, and have fingerprints obtained for any proposed

new staff member. This shall be in addition to the requirement to provide the required credentials information. The Department may remove any Subrecipient employee that the contract administrator feels threatens the health or safety of staff, security of the facility, or quality of the service provided by the Subrecipient.

- E. **CANCELLATION OF AGREEMENT:** The Department reserves the right to cancel and terminate any resulting contract or agreement, in part or in whole, without penalty, upon sixty (60) days written notice to the Subrecipient. In the event the initial contract period is for more than twelve (12) months, the resulting contract may also be terminated by the Subrecipient, without penalty, after the initial twelve (12) months of the contract period upon sixty (60) days written notice to the other party. Any contract cancellation notice shall not relieve the Subrecipient of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- F. **CHANGES TO THE AGREEMENT:** The parties may agree in writing to modify the scope of the Subrecipient Agreement. An increase or decrease in the price to the Subrecipient Agreement resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Subrecipient Agreement.
- G. **CONFIDENTIALITY OF PROPRIETARY INFORMATION AND PERSONALLY IDENTIFIABLE INFORMATION:** The Subrecipient assures that information and data obtained as to proprietary information and personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this Agreement, and will not be divulged without the individual's and the Department's written consent and only in accordance with federal law or the *Code of Virginia*. Subrecipients who utilize, access, or store proprietary information or personally identifiable information as part of the performance of an agreement are required to safeguard this information and immediately notify the Department of any breach or suspected breach in the security of such information. Subrecipients shall allow the Department to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Subrecipients and their employees working on this project may be required to sign a confidentiality statement.
- H. **DRUG-FREE WORKPLACE:** Applicable for all contracts/agreements over \$10,000:

During the performance of this Agreement, the Subrecipient agrees to (i) provide a drug-free workplace for the Subrecipient's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, , distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient'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 Subrecipient that the Subrecipient 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 Subrecipient or vendor.

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 Subrecipient, 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 Agreement.

- I. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts and agreements over \$10,000: By entering into a written contract or agreement with the Commonwealth of Virginia, the Subrecipient certifies that the Subrecipient does not, and shall not during the performance of the contract/agreement for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- J. **RENEWAL OF AGREEMENT:** This Agreement may be renewed by the Commonwealth upon written agreement of both parties for two (2) successive one-year renewal periods, under the terms of the current agreement, and at a reasonable time (approximately ninety (90) days) prior to the expiration.
- K. **ANTIDISCRIMINATION:** By submitting this Agreement, the Subrecipient certifies to the Commonwealth that they will conform to the provisions of the federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract/agreement on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract/agreement over \$10,000 the provisions in 1. and 2. below apply:

- 1. During the performance of this Agreement, the Subrecipient agrees as follows:
 - a. The Subrecipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Subrecipient. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Subrecipient, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, will state that such Subrecipient is an equal opportunity employer.
 - c. 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 this section.

d. If the Subrecipient employs more than five (5) employees, the Subrecipient shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Subrecipient owns or leases for business purposes and (b) the Subrecipient's employee handbook.

e. The requirements of these provisions 1. and 2. are a material part of the contract/agreement. If the Subrecipient violates one of these provisions, the Commonwealth may terminate the affected part of this Agreement for breach, or at its option, the whole agreement. Violation of one of these provisions may also result in debarment from state contracting regardless of whether the specific contract or agreement is terminated.

f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the Subrecipient, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this Agreement.

2. The Subrecipient will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subrecipient or vendor.

L. **ANTITRUST:** By entering into an agreement, the Subrecipient conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, titles, and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said agreement.

M. **PAYMENT:**

1. **To Prime Subrecipient:**

a. Invoices for items ordered, delivered, and accepted shall be submitted by the Subrecipient directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual subrecipients) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.

c. All goods or services provided under this contract/agreement or purchase order, that are to be paid for with public funds, shall be billed by the Subrecipient at the contract/agreement price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Subrecipients should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the Subrecipient of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve a department of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subrecipients:

a. Within seven (7) days of the Subrecipient's receipt of payment from the Commonwealth, a Subrecipient awarded a contract or agreement under this solicitation is hereby obligated:

(1) To pay the Subrecipient(s) for the proportionate share of the payment received for work performed by the Subrecipient(s) under the Agreement; or

(2) To notify the Department and the Subrecipient(s), in writing, of the Subrecipient's intention to withhold payment and the reason.

b. The Subrecipient is obligated to pay the subrecipient(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract/agreement) on all amounts owed by the Subrecipient that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier subrecipient performing under the primary contract/agreement. A Subrecipient's obligation to pay an interest charge to a subrecipient may not be construed to be an obligation of the Commonwealth.

c. Each prime subrecipient who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting department or institution, on or before request for final payment, evidence, and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from Subrecipient default) with the SWaM procurement plan. Final payment under the contract or agreement in question may be withheld until such certification

is delivered and, if necessary, confirmed by the Department or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

d. The Commonwealth of Virginia encourages subrecipients and subcontractors to accept electronic and credit card payments.

- N. **ASSIGNMENT OF AGREEMENT:** An agreement shall not be assignable by the Subrecipient in whole or in part without the written consent of the Commonwealth.
- O. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth may terminate this Agreement after verbal or written notice without penalty. Upon termination the Commonwealth may procure the goods or services contracted for from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- P. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract/agreement, it will have the following insurance coverage at the time the contract/agreement is awarded. For construction contracts, if any subrecipients are involved, the subrecipient will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the subrecipient and any subrecipients will maintain this insurance coverage during the entire term of the contract/agreement and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGE AND LIMITS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three (3) or more employees, to include the employer. Subrecipients who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the agreement shall be in noncompliance with the agreement.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury products and completed operations coverage. The Department shall be added as an additional insured to the policy by an endorsement.
4. Automobile Liability - \$1,000,000 combined single limit. Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract/agreement. Subrecipient must assure that the required coverage is maintained by the Subrecipient (or third-party owner of such motor vehicle).

Profession/Service

Limits

Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospital, or Health Maintenance Organizations)	<i>Code of Virginia §8.01-581-15</i> https://law.lis.virginia.gov/vacode/title8.01/cchapter21.1/section8.01-581.15/
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

Q. NONDISCRIMINATION OF SUBRECIPIENTS: A Subrecipient shall not be discriminated against in the solicitation or award of this Agreement because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department, or institution has made a written determination that employing ex-offenders on the specific contract/agreement is not in its best interest. If the award of this Agreement is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Agreement objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of their objection, access to equivalent goods, services, or disbursements from an alternative provider.

R. WHISTLEBLOWER PROTECTION: Congress has enacted the whistleblower protection statute 41 U.S.C. Section 4712 to encourage employees to report fraud, waste, and abuse without repercussions. This statute applies to all employees working for subrecipients,

grantees, subrecipients, and subgrantees in accordance with this Agreement. All subrecipients, grantees, subgrantees, and subrecipients for federal grants and contracts/agreements are required to:

1. Inform their employees in writing of the whistleblower protection under 41 U.S.C. Section 4712 in the predominant native language of the workforce, to include the specific requirements of the statute, and
2. Include this term and condition in any agreement made with a subrecipient or subgrantee.

The employees' rights under 41 U.S.C. Section 4712 shall survive termination of this Agreement.

- S. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A subrecipient organized as a stock or nonstock 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 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract or agreement with a public body pursuant to the *Virginia Public Procurement Act* 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 the contract/agreement. A public body may void any contract or agreement with a business entity if the business entity fails to remain in compliance with the provisions of this section.

- T. **SERVICE ORGANIZATION CONTROLS:** Service Organization Controls (SOC2) may be required for this Agreement. Please see link for requirements:
<https://www.doa.virginia.gov/reference.shtml#CAPP>

CERTIFICATION OF INTERNAL CONTROLS: The Subrecipient shall have clearly delineated processes and procedures for the internal control of sensitive data and processes, which are any data and processes of which the compromising of confidentiality, integrity, and/or availability could have a material adverse effect on Commonwealth of Virginia interests, the conduct of Department programs, or to the privacy of which individuals are entitled, when such sensitive data or processes are related to the goods and/or services provided pursuant to this Agreement.

The Subrecipient shall provide evidence of compliant and ongoing internal control of sensitive data and processes through a standard methodology, such as but without limitation to the American Institute of Certified Public Accountant (AICPA) Service Organization Control (SOC) reports. The evidence of compliance shall be contained in a report describing the effectiveness of the Subrecipient's internal controls. The most recent version of the report shall be provided to the purchasing office upon request. Trade secrets or proprietary information contained within the report shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Subrecipient must invoke the protection of *Code of Virginia*, § 2.2-4342F, in writing, prior to or upon submission of the report, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

If deficiencies in the Subrecipient's internal control processes and procedures are described in the most recent version of the report, the Subrecipient shall automatically submit the report to the purchasing office within a timely manner and shall describe the corrective actions to be put into place by the Subrecipient to remedy the deficiencies. Failure to report and/or repair deficiencies in a timely manner shall be cause for the Commonwealth to make a determination of breach of contract/agreement.

The Subrecipient's obligations for certification of internal controls shall survive and continue after completion of this Agreement unless the Subrecipient certifies the destruction of the sensitive data at the end of the contract or agreement term.

U. CONTINUITY OF SERVICES:

- a) The Subrecipient recognizes that the services under this Agreement are vital to the Department and must be continued without interruption and that, upon agreement expiration, a successor, either the Department or another Subrecipient, may continue them. The Subrecipient agrees:
 - (i) To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - (ii) To make all Department owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the agreement to facilitate transition to successor; and
 - (iii) That the Department contracting officer shall have final authority to resolve disputes related to the transition of the agreement from the Subrecipient to its successor.
- b) The Subrecipient shall, upon written notice from the contract officer, furnish phase-in/phase-out services for up to ninety (90) days after this Agreement expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the contract officer's approval.
- c) The Subrecipient shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this Agreement. All phase-in/phase-out work fees must be approved by the contract officer in writing prior to commencement of said work.

V. CIVILITY IN STATE WORKPLACES: The Subrecipient shall take all reasonable steps to ensure that no individual, while performing work on behalf of the Subrecipient or any subcontractor in connection with this Agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The Subrecipient shall provide each Contract Worker with a copy of this section and will require Contract Workers to participate in agency training on civility in the state workplace if Subrecipient's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the Subrecipient shall provide documentation that each Contract Worker has received such training.

For purposes of this section, "state workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a state workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a state workplace or is associated with a person who is a state employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this section.

This section creates obligations solely on the part of the Subrecipient. Employees or other third parties may benefit incidentally from this section and from training materials or other communications distributed on this topic, but the parties to this Agreement intend this section to be enforceable solely by the Commonwealth and not by employees or other third parties.

X. CONFIDENTIALITY TERMS AND CONDITIONS:

- A. **DATA PRIVACY:** In accordance with § 2.2-2009 of the *Code of Virginia*, during the performance of this Agreement, the Subrecipient is required at all times to comply with all applicable federal and state laws and regulations, including those pertaining to information security and privacy.
- B. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Subrecipient assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this Agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, disclosure will not be divulged without the individual's and the Department's written consent, and only in accordance with federal law, including the HIPAA Privacy rule or the *Code of Virginia*.

Subrecipients who utilize, access, or store personally identifiable information (PII), protected health information (PHI), and electronic protected health information (ePHI), in performance of a contract/agreement, and in support of the HIPAA Privacy and Security regulations, are required to safeguard PII and PHI by:

- a. implementing appropriate safeguards to prevent unauthorized use or disclosure of the information, including implementing requirements of the HIPAA Security Rule with regard to ePHI,

- b. ensure that any subcontractors the Subrecipient may engage on its behalf, and will have access to PHI, agrees to the same restrictions and conditions that apply to the business associate with respect to such information, and
- c. immediately notifies the Department of any breach, or suspected breach, in the security of such information.

Subrecipients shall allow the Department to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Subrecipients and their employees working on this project may be required to sign a confidentiality statement.

C. CONFIDENTIALITY OF HEALTH RECORDS: By signature on this Agreement, the Subrecipient agrees to comply with all applicable statutory provisions and regulations of the Commonwealth of Virginia and in the performance of this Agreement shall:

- 1. not use or further disclose health records other than as permitted or required by the terms of this Agreement or as required by law;
- 2. use appropriate safeguards, as defined by HIPAA and the Privacy and Security Rules to prevent use or disclosure of health records other than as permitted by this Agreement;
- 3. report to the Department any use or disclosure of health records not provided for by this Agreement;
- 4. mitigate, to the extent practicable, any harmful effect that is known to the Subrecipient of a use or disclosure of health records by the Subrecipient in violation of the requirements of this Agreement;
- 5. impose the same requirements and restrictions contained in this Agreement on its subcontractors and agents;
- 6. provide access to health records contained in its records to the Department, in the time and manner designated by the Department, or at the request of the Department, to an individual in order to afford access as required by law;
- 7. make available health records in its records to the Department for amendment and incorporate any amendments to health records in its records at the Department's request; and
- 8. document and provide to the Department information relating to disclosures of health records as required for the Department to respond to a request by an individual for an accounting of disclosures of health records.

The Subrecipient shall provide evidence of compliant and ongoing internal control of sensitive and/or private data and processes through a standard methodology, including the Health Insurance Portability and Accountability Act (42 USC Sec. 1320D et seq., the federal rules adopted thereunder (45 CFR Parts 160, 162 and 164, as applicable), and the American Institute of Certified Public Accountant (AICPA) Service Organization Control (SOC) reports. The evidence of compliance shall be contained in a report describing the

effectiveness of the Subrecipient's internal controls. There shall be an appropriate separate instrument, i.e., a business associate agreement (BAA), executed between the parties further protecting the privacy and security of data.

- XI. **STATUS OF PERSONNEL:** Raven Jarvis, Environmental Engineer, for the Office of Drinking Water, has been designated as the Department administrator for this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby. This Subrecipient Agreement becomes effective on the date of the last signature.

TOWN OF PURCELLVILLE:	VIRGINIA DEPARTMENT OF HEALTH:
By:	By:
Title:	Title:
Date:	Date:

Unique Entity Identifier: PMU6UFX6JRN8
(Required)

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment.

FOR COMPLETION BY SUBRECIPIENT:

Legal Name
City and Zip+4 (ZIP plus four lookup https://tools.usps.com/go/ZipLookupAction_input)
Is the organization registered in SAM? ☐ YES ☐ NO (If no, see Section VI Federal Award Information, page 9). To remain active complete the registration and update at least every 12 months at https://www.sam.gov/SAM/ .
1. In the preceding fiscal year did your organization: a. Receive 80% or more of annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and b. \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and c. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986. ☐ NO ☐ YES (The names and total compensation of the top 5 highly compensated officials must be reported to VDH. <i>(Total compensation includes cash and non-cash value earned during the past fiscal year including salary and bonus; awards of stock, stock options and stock appreciation rights; and</i>

severance and termination payments, and value of life insurance paid on behalf of the employee, and applicable OMB guidance).

Page 1 of 2

VIRGINIA DEPARTMENT OF HEALTH
REQUEST for APPROVAL to PURCHASE (RAP)

RAP Type: EXTERNAL **OCOM Due Date:** 01/02/2025 **RAP NO:** 2024120295

SECTION 1 OFFICE/DISTRICT INFORMATION:

Date Submitted: 12/19/2024
Cost Code: 103 **Office/District:** OFFICE OF DRINKING WATER
Division/Work Unit/Program: DIVISION OF TECHNICAL SERVICES/ EMERGING CONTAMINANTS IN SMALL OR DISADVANTAGED COMMUNITIES GRANT PR
Contact Name: RAVEN JARVIS
Contact Phone Number: (804) 8647500 **Title:** ENV ENG

SECTION 2 PURCHASE DESCRIPTION AND FUNDING REQUIREMENTS:

Identify and Describe the Goods or Services Requested (itemize and explain estimated cost calculations):

A REQUEST FOR DISPERSING GRANT FUNDS TO THE TOWN OF PURCELLVILLE. THE PROGRAM WILL PROVIDE STATES AND TERRITORIES WITH GRANTS TO PUBLIC WATER SYSTEMS IN SMALL OR DISADVANTAGED COMMUNITIES TO ADDRESS EMERGING CONTAMINANTS, INCLUDING PFAS. GRANTS WILL BE AWARDED NONCOMPETITIVELY TO STATES AND TERRITORIES.

Annual Dollar Amount: \$580,000.00

Fund Source(s):

<u>Cost Code</u>	<u>Cost Code Desc</u>	<u>COA Code</u>	<u>Fund Code</u>	<u>Program Code</u>	<u>Fund Percent</u>
103	OFFICE OF DRINKING WATER	CM	09450	508002	100

SECTION 3 PROCUREMENT BACKGROUND OVERVIEW:

Type Of Purchase: OTHER STAFFING SERVICES(SERVICES)
Service Contract or MOU: INITIAL
Projected Procurement Method: N/A
Contract Number: VDH-25-103-0033
Time Period for this Approval: **Start Date:** 12/18/2024 **End Date:** 09/30/2025

SECTION 4 PURCHASE JUSTIFICATION:

Specifically Explain How the Purchase is Mission Critical (Only provide necessary details):

THIS PURCHASE IS ESSENTIAL TO SUPPORT THE EMERGING CONTAMINANTS IN SMALL OR DISADVANTAGED COMMUNITIES (EC-SDC) GRANT PROGRAM BY ENABLING TARGETED ACTIONS TO ADDRESS WATER QUALITY ISSUES. THE REQUESTED ITEMS WILL FACILITATE PFAS MONITORING, DATA ANALYSIS, AND PRIORITY AREA IDENTIFICATION, ENSURING COMPLIANCE WITH PROGRAM GOALS AND DELIVERING CRITICAL SUPPORT TO UNDERSERVED COMMUNITIES.

How will the Agency's Customers be affected should this purchase be disapproved (Directly and Specifically):

IF THIS PURCHASE IS DISAPPROVED, THE AGENCY'S CUSTOMERS, INCLUDING SMALL AND DISADVANTAGED COMMUNITIES, WILL FACE DELAYS IN IDENTIFYING AND ADDRESSING EMERGING CONTAMINANTS LIKE PFAS IN THEIR WATER SYSTEMS. THIS COULD COMPROMISE THE QUALITY AND SAFETY OF THEIR DRINKING WATER, HINDER COMPLIANCE WITH FEDERAL STANDARDS, AND DELAY ACCESS TO CRITICAL RESOURCES AND SUPPORT NEEDED FOR SUSTAINABLE WATER SYSTEM IMPROVEMENTS.

SECTION 5 APPROVAL STATUS: RAP is fully Approved

Page 2 of 2

Status	Status Date	Modified By	Comments
Dep Comm (Approved)	12/20/2024	SDUNKEL	
Operations Director (Recommended)	12/19/2024	JRINGER	
Office Director (Approved)	12/19/2024	DROADCAP	
Submitted	12/19/2024	RJARVIS	
Operations Director (Not Recommended)	12/19/2024	DCRABTREE	PLEASE ATTACHED THE DRAFT OR FINAL MOU/CONTRACT THAT SUPPORTS THIS RAP AND RESUBMIT
Office Director (Approved)	12/18/2024	DROADCAP	
Bus Manager (Approved)	12/18/2024	RBLILEY	
Submitted	12/18/2024	RJARVIS	

SECTION 6 ATTACHMENTS:

NAME	COMMENTS
APPROVED PURCELLVILLE SUBRECIPIENT AGREEMENT TEMPLATE ECSDC SIGNED.PDF	

Approved Purcellville Subrecipient Agreement Template ECSDC

Final Audit Report

2025-01-03

Created:	2025-01-02
By:	Raven Jarvis (raven.jarvis@vdh.virginia.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA11t6f0UF3WN1oEhwKrzoeBZ-68SkW7xh

"Approved Purcellville Subrecipient Agreement Template ECSDC" History

-  Document created by Raven Jarvis (raven.jarvis@vdh.virginia.gov)
2025-01-02 - 7:13:52 PM GMT
-  Document emailed to Jason Didawick (jdidawick@purcellvilleva.gov) for signature
2025-01-02 - 7:17:58 PM GMT
-  Email viewed by Jason Didawick (jdidawick@purcellvilleva.gov)
2025-01-02 - 7:25:53 PM GMT
-  Document e-signed by Jason Didawick (jdidawick@purcellvilleva.gov)
Signature Date: 2025-01-02 - 7:39:26 PM GMT - Time Source: server
-  Document emailed to Kimberly Boehme (kimberly.boehme@vdh.virginia.gov) for signature
2025-01-02 - 7:39:28 PM GMT
-  Email viewed by Kimberly Boehme (kimberly.boehme@vdh.virginia.gov)
2025-01-03 - 2:22:28 PM GMT
-  Document e-signed by Kimberly Boehme (kimberly.boehme@vdh.virginia.gov)
Signature Date: 2025-01-03 - 2:23:27 PM GMT - Time Source: server
-  Agreement completed.
2025-01-03 - 2:23:27 PM GMT

**TOWN OF PURCELLVILLE
BUDGET AMENDMENT
FY25**

ATTACHMENT

BA 25-038		PFAS VDH Grant		4/22/2025
Water Operating Fund				
<u>Revenue Side</u>				
<u>Account #</u>	<u>Title of Revenue Account</u>	<u>Increase</u>	<u>Decrease</u>	
51350000 398501	Reserves (Water)	250,000		
Grand Total Revenue Water Operating Fund		250,000	0	
<u>Expenditure Side</u>				
<u>Account #</u>	<u>Title of Expenditure Account</u>	<u>Increase</u>	<u>Decrease</u>	
51990000 490310	Transfer to WF CIP	250,000		
Grand Total Expenditure Water Operating Fund		250,000	0	
Water CIP Fund				
<u>Revenue Side</u>				
<u>Account #</u>	<u>Title of Revenue Account</u>	<u>Increase</u>	<u>Decrease</u>	
31330000 385300	Other Grants/VA	250,000		
Grand Total Revenue Water CIP Fund		250,000	0	
<u>Expenditure Side</u>				
<u>Account #</u>	<u>Title of Expenditure Account</u>	<u>Increase</u>	<u>Decrease</u>	
31495490 408510	PFAS Treatment-Eng/Design	250,000		
Grand Total Expenditure Water CIP Fund		250,000	0	
<u>Background</u>				
VDH has allocated \$580,000 to the Town and is included in the FY26 CIP Budget. This action advances \$250,000 into FY25. The remaining \$330,00 will stay in FY26.				
<u>Appropriation</u>				
- This request is for the PFAS Treatment Grant in the amount of \$250,000 in FY25. - The funding source is the VDH Grant and the appropriation increases both the FY25 Water Fund Operating budget and Capital Budget by \$250,000.				

Town Council Approval Item # _____
 Motion Carried _____

Date _____
 PH Date _____

Finance Staff Only:

Munis BE #: BA 25-038 Period:
 Doc Type: Amendment Tier Level:



STAFF REPORT
ACTION ITEM

Item # 5.b

SUBJECT: Approval Meeting Minutes March 26, 2025 Town Council Special Meeting
Budget Work Session (pg. 52)

DATE OF MEETING: April 22, 2025

STAFF CONTACTS: Kimberly Bandy, Town Clerk

MOTION(S):

"I move that the Town Council approve the minutes from the March 26, 2025 Town Council Special Meeting Budget Work Session and waive reading."

ATTACHMENT(S):

1. [Minutes 03.26.25 Town Council Special Meeting Budget Work Session.pdf](#)

MINUTES
PURCELLVILLE TOWN COUNCIL SPECIAL MEETING
BUDGET WORK SESSION
WEDNESDAY, MARCH 26, 2025, 6:00 PM
TOWN HALL COUNCIL CHAMBERS

COUNCIL MEMBERS PRESENT: Mayor Christopher Bertaut, Vice Mayor Ben Nett, Council members Erin Rayner, Susan Khalil, Carol Luke, Caleb Stought, Kevin Wright

STAFF PRESENT: Interim Town Manager Kwasi Fraser, Assistant Town Manager Diana Hays, Police Department Interim Chief Sara Lombraña, Director of Administration Darya Thompson, Director of Human Resources LaDonna Snellbaker, Director of Finance Elizabeth Krens, Assistant Director of Finance Connie LeMarr, Financial Analyst Linda Jackson, Accounting Manager Paula Hicks, Director of Planning and Community Development Summer Wilkes, Director of Public Works Jason Didawick, Director of Engineering and Capital Projects Andrea Broshkevitch, Director of Information Technologies Shannon Bohince, Town Clerk Kimberly Bandy

CALL TO ORDER:

Mayor Bertaut called the special meeting to order at 6:02 PM. The Pledge of Allegiance followed. Interim Town Manager Fraser gave a brief introduction.

The proposed Fiscal Plan can be found at the following link on the town website:
https://www.purcellvilleva.gov/DocumentCenter/View/13081/FY26-Proposed-Fiscal-Plan-03_19_25

DISCUSSION/INFORMATIONAL ITEMS

a. General Fund Revenue (Refer to budget book pgs. 112-113)

Financial Analyst Linda Jackson gave the report.

b. Personnel (Refer to budget book pgs. 55-56)

Director of Human Resources LaDonna Snellbaker gave the report.

c. General Fund Department Overview (Refer to budget book pgs. 136-192)

d. General Q&A

(The Q&A can be found at the Town website under the Finance page.)

<https://purcellvilleva.gov/DocumentCenter/View/13105/040925-FY26-Proposed-Fiscal-Plan-Q-and-A?bidId=>

ADJOURNMENT:

At 7:56PM, Council member Stought moved to adjourn the meeting, which was unanimously approved.

Christopher Bertaut, Mayor

Kimberly Bandy, Town Clerk



STAFF REPORT
ACTION ITEM

Item # 5.c

SUBJECT: Approval of Minutes April 2, 2025 Town Council Special Meeting Budget Work Session (pg. 55)

DATE OF MEETING: April 22, 2025

STAFF CONTACTS: Kimberly Bandy, Town Clerk

MOTION(S):

"I move that the Town Council approve the minutes from the April 2, 2025 Town Council Special Meeting Budget Work Session and waive reading."

ATTACHMENT(S):

1. [Minutes 04.02.25 Town Council Special Meeting Budget Work Session with attch.pdf](#)

MINUTES
PURCELLVILLE TOWN COUNCIL SPECIAL MEETING
BUDGET WORK SESSION
WEDNESDAY, APRIL 2, 2025, 6:00 PM
TOWN HALL COUNCIL CHAMBERS

COUNCIL MEMBERS PRESENT: Mayor Christopher Bertaut, Vice Mayor Ben Nett, Council members Erin Rayner, Susan Khalil, Carol Luke, Caleb Stought, Kevin Wright

STAFF PRESENT: Interim Town Manager Kwasi Fraser, Assistant Town Manager Diana Hays, Police Department Interim Chief Sara Lombraña, Director of Administration Darya Thompson, Director of Human Resources LaDonna Snellbaker, Director of Finance Elizabeth Krens, Accounting Manager Paula Hicks, Financial Analyst Linda Jackson, Director of Public Works Jason Didawick, Director of Engineering and Capital Projects Andrea Broshkevitch, Division Manager Parks and Recreation Amie Ware, Town Clerk Kimberly Bandy

CALL TO ORDER:

Mayor Bertaut called the special meeting to order at 6:00 PM. The Pledge of Allegiance followed. Interim Town Manager Fraser gave a brief introduction.

The proposed Fiscal Plan can be found at the following link on the town website:
https://www.purcellvilleva.gov/DocumentCenter/View/13081/FY26-Proposed-Fiscal-Plan-03_19_25

DISCUSSION/INFORMATIONAL ITEMS

- a. Parks & Recreation Fund Revenue Fiscal Year 2026 Budget (pgs. 120-121)**
- b. Parks and Recreation Fund Expenditures Fiscal Year 2026 Budget (pg. 195)**
- c. Water Fund Revenue Fiscal Year 2026 Budget (pgs. 126-127)**
- d. Water Fund Expenditures Fiscal Year 2026 Budget (pg. 206)**
- e. Wastewater Fund Revenue Fiscal Year 2026 Budget (pgs. 132-133)**
- f. Wastewater Fund Expenditures Fiscal Year 2026 Budget (pg. 210)**
- g. Proposed Utility CIP Plan Changes**
- h. General Q&A**

(The Q&A can be found at the Town website under the Finance page.)
<https://purcellvilleva.gov/DocumentCenter/View/13105/040925-FY26-Proposed-Fiscal-Plan-Q-and-A?bidId=>

ADJOURNMENT:

At 7:31PM, Council member Stought moved to adjourn the meeting, which was unanimously approved.

Christopher Bertaut, Mayor

Kimberly Bandy, Town Clerk

Proposed CIP Budget Changes

April 2, 2025

The FY26 Operating Budget proposed by the Interim Town Manager does not include additional debt service for the new Utility loan proposed in the CIP plan presented during the 1/28/25 work session and the proposed budget book. After locking the budget, the ITM met with Utility CIP project managers to discuss project funding implications and project timing. During this meeting, 3 projects were determined to be critical: additional funding required for the completion of the New Water Tank by the ARPA deadline of Dec. 2026; Well 6F Water Line to expand water resources; Wastewater Treatment Plant Screen replacement important for staff safety and plant management. Other projects were deferred in order to reallocate resources to these projects as a new loan is not expected to move forward in FY26.

FY25 (Current Year)

The following budget adjustments are needed in the current year to replace “New Loan” as a CIP funding source.

- Water CIP Change:
 - New Water Tank- Identify other funding sources totaling \$983k to replace the new loan:
 - Proffers \$246K
 - Water CIP Fund Investment Earnings \$88K
 - ARPA Interest (GF) \$295K
 - Use of Water Fund Cash \$354K
- Wastewater CIP:
 - Defund VIP Pump Station project (\$413K) and project contingency (\$54K) as the project will not move forward until a new loan is issued.
 - Reallocate \$986K Cash from West End Pump Station to the Screen Replacement project.

FY26 Proposed Utility CIP Budget Changes

The following budget changes are needed to fund the 3 critical utility projects and defund the new loan.

- Water CIP Change:
 - Change Well 6F Water Line funding source from \$600K new loan to Water Cash.
 - Defer Million Gallon Tank Rehab project until a new loan is issued.
- Wastewater CIP Change:
 - Eliminate new loan funding for Screen Replacement. Replace with \$1.58M in Wastewater Cash in FY26. *(Note: FY25 adjustment above provided \$986K cash for total project funding of \$2.566M).*
 - Defer VIP Pump Station and West End Pump Station until a new loan is issued.

FY26 Proposed Parks & Rec CIP Budget Changes

- Defer FF Warning Track (\$348K) and Outfield Press Box (\$65K) as funding was not allocated by Loudoun County.

Fiscal Policy Compliance - Cash Implications

- **Water Cash- FY26 100% Policy Target is \$3,818,084**
FY26 Budget Cash Estimate \$4,306,898
Less: 353,539 for New Water Tank (FY25)
Less: 600,000 for Well 6F (FY26)
New FY26 Water Cash \$3,353,359 or 88% of annual exp + debt service or ~10.5 months coverage
Reimbursement Resolution would enable loan reimbursement of \$953,539
- **Wastewater Cash- FY26 100% Policy Target is \$5,808,692**
FY26 Budget Cash Estimate \$5,170,463
Less: 1,580,000 for Screen Replacement (FY26)
New FY26 Wastewater Cash \$3,590,463 or 62% of annual exp + debt service or ~7.5 months coverage
Reimbursement Resolution would enable loan reimbursement of \$1,580,000
- **This plan avoids additional interfund transfers and retains strong GF Cash metric of 58% of revenues. Excess General Fund Cash \$4.1M will serve as an emergency reserve and help to stabilize cash flow fluctuations during year across all funds.**
FY26 General Fund Unassigned Fund Balance \$8,343,778
Less Policy Target \$4,281,150
GF Cash Available in Excess of Policy- \$4,062,628

Reimbursement Resolution

A reimbursement resolution, also known as a declaration of official intent, is a municipal resolution required by the IRS that declares a municipality's intent to reimburse cash reserves with proceeds from a tax-exempt bond for capital projects. The resolution must generally describe the projects and state the maximum costs for which expenditures may be reimbursed. While there is no obligation to reimburse capital project costs with a future bond, this action preserves Council's fiscal flexibility.

There are time constraints associated with a reimbursement resolution as it applies to expenditures made up to 60 days prior to the date of adoption. Typically, the loan must be issued and costs reimbursed within 18 months of the expenditure date.

If directed, staff will work with the Town 's bond counsel to prepare a reimbursement resolution for Council adoption.

5 YEAR CIP PROJECTION

CIP Project	FY26 Proposed	FY27-30 Estimate*	5-Year Total	Funding Sources
General Fund (9 projects)	3,892,304	8,366,108	12,258,412	100% External Sources
Parks & Rec (3 projects)	0	765,036	765,036	Grants, Cash
Water Fund (12 projects)	1,180,000	27,414,000	28,594,000	Grants, Cash, Loan
Wastewater Fund (5 projects)	1,580,000	3,503,200	5,083,200	Grants, Cash, Loan
Total CIP	6,652,304	40,048,344	46,700,648	

ORIGINAL CIP

	Spent through FY24	FY25 Approp	FY26 Request	FY27 Plan	FY28 Plan	FY29 Plan	FY30 Plan	5-Year Project Total
WATER FUND CIP								
Cooper Springs Raw Water Main Replacement								
Loan		-	-	-	321,000	1,248,000	-	1,569,000
F Street Water Main Replacement								
Cash	26,268	-	-	-	-	-	-	26,268
Loan		-	-	-	300,000	-	-	300,000
Holly Lane Water Main Replacement								
Loan		-	-	-	80,000	220,000	-	300,000
Million Gallon Tank Rehabilitation								
Loan		-	400,000	-	-	-	-	400,000
MS-1 Well Replacement								
Loan		-	-	-	175,000	-	-	175,000
New Finished Water Storage Tank (Priority)								
Cash		472,911	-	-	-	-	-	472,911
Loan		983,000	-	-	-	-	-	983,000
Inter-Govt (ARPA & ARPA Interest)	317,341	4,296,998	-	-	-	-	-	4,614,339
PFAS Treatment								
Loan		-	-	2,000,000	-	-	-	2,000,000
Inter-Govt		-	580,000	-	-	-	-	580,000
Short Hill Wells GWTP 200K gpd								
Cash	61,327	266,607	-	-	-	-	-	327,934
Loan		-	-	1,800,000	-	-	9,000,000	10,800,000
Short Hill Wells GWTP Additional 100K gpd								
Loan		-	-	-	600,000	-	3,000,000	3,600,000
Treatment Upgrade at Hirst Well								
Loan		-	-	-	260,000	-	-	260,000
Water Treatment Plant Improvements								
Loan		-	-	-	8,010,000	-	-	8,010,000
Well 6F Water Line (Priority)								
Cash		130,000	-	-	-	-	-	130,000
Loan		-	600,000	-	-	-	-	600,000
Water Fund CIP Total	404,936	6,149,516	1,580,000	3,800,000	9,746,000	1,468,000	12,000,000	35,148,452

REVISED CIP

	Spent through FY24	FY25 Approp	FY26 Request	FY27 Plan	FY28 Plan	FY29 Plan	FY30 Plan	5-Year Project Total
WATER FUND CIP								
Cooper Springs Raw Water Main Replacement								
Loan		-	-	-	321,000	1,248,000	-	1,569,000
F Street Water Main Replacement								
Cash	26,268	-	-	-	-	-	-	26,268
Loan		-	-	-	300,000	-	-	300,000
Holly Lane Water Main Replacement								
Loan		-	-	-	80,000	220,000	-	300,000
Million Gallon Tank Rehabilitation (Deferred)								
Loan		-	-	400,000	-	-	-	400,000
MS-1 Well Replacement								
Loan		-	-	-	175,000	-	-	175,000
New Finished Water Storage Tank (Priority)								
Cash		826,450	-	-	-	-	-	826,450
Investment Income (already part of CIP cash)		88,050	-	-	-	-	-	88,050
Inter-Govt (ARPA)	317,341	4,296,998	-	-	-	-	-	4,614,339
Proffer (transferred from GF CIP)		246,350	-	-	-	-	-	246,350
Inter-Govt (ARPA Interest)		295,061						295,061
PFAS Treatment								
Loan		-	-	2,000,000	-	-	-	2,000,000
Inter-Govt		-	580,000	-	-	-	-	580,000
Short Hill Wells GWTP 200K gpd								
Cash	61,327	266,607	-	-	-	-	-	327,934
Loan		-	-	1,800,000	-	-	9,000,000	10,800,000
Short Hill Wells GWTP Additional 100K gpd								
Loan		-	-	-	600,000	-	3,000,000	3,600,000
Treatment Upgrade at Hirst Well								
Loan		-	-	-	260,000	-	-	260,000
Water Treatment Plant Improvements								
Loan		-	-	-	8,010,000	-	-	8,010,000
Well 6F Water Line (Priority)								
Cash		130,000	600,000	-	-	-	-	730,000
Loan		-	-	-	-	-	-	-
Water Fund CIP Total	404,936	6,149,516	1,180,000	4,200,000	9,746,000	1,468,000	12,000,000	35,148,452

ORIGINAL CIP

	Spent through FY24	FY25 Approp	FY26 Request	FY27 Plan	FY28 Plan	FY29 Plan	FY30 Plan	5-Year Project Total
WASTEWATER FUND CIP								
Replacement Generators For Plant Phase 1								
Loan		-	-	-	595,000	-	-	595,000
Screen Replacement (Priority)								
Loan		-	2,566,000	-	-	-	-	2,566,000
ARPA Interest		195,000	-	-	-	-	-	195,000
Ultraviolet Disinfection								-
Cash		119,500						119,500
ARPA Interest		60,000	-	-	-	-	-	60,000
Sludge Storage Facility								
Loan		-	-	-	-	-	456,500	456,500
VIP Pump Station Upgrades Phase 1								
Cash	25,725	36,575	-	-	-	-	-	62,300
Loan		412,700	53,000	-	-	-	-	465,700
West End Pump Station								
Cash	314,519	1,006,551		-	-	-	-	1,321,070
Loan		-	1,000,000	-	-	-	-	1,000,000
Wastewater Fund CIP Total	340,244	1,830,326	3,619,000	-	595,000	-	456,500	6,841,070
Grand Total	745,180	7,979,842	5,199,000	3,800,000	10,341,000	1,468,000	12,456,500	41,989,522

REVISED CIP

	Spent through FY24	FY25 Approp	FY26 Request	FY27 Plan	FY28 Plan	FY29 Plan	FY30 Plan	5-Year Project Total
WASTEWATER FUND CIP								
Replacement Generators For Plant Phase 1								
Loan		-	-	-	595,000	-	-	595,000
Screen Replacement (Priority)								
Loan		-	-	-	-	-	-	-
Cash		986,000	1,580,000					2,566,000
ARPA Interest		195,000	-	-	-	-	-	195,000
Ultraviolet Disinfection								
Cash		119,500						119,500
ARPA Interest		60,000	-	-	-	-	-	60,000
Sludge Storage Facility								
Loan		-	-	-	-	-	456,500	456,500
VIP Pump Station Upgrades Phase 1 (Deferred)								
Cash	25,725	36,575	-	-	-	-	-	62,300
Loan		-		465,700	-	-	-	465,700
West End Pump Station (Deferred)								
Cash	314,519	20,551		-	-	-	-	335,070
Loan		-		1,986,000	-	-	-	1,986,000
Wastewater Fund CIP Total	340,244	1,417,626	1,580,000	2,451,700	595,000	-	456,500	6,841,070
Grand Total	745,180	7,572,149	2,760,000	6,651,700	10,341,000	1,468,000	12,456,500	41,994,529

SUMMARY OF CHANGES TO THE FY 2026 BUDGET - ACCOUNTS IMPACTED BY CIP CHANGES

4/2/2025

				FY26 ITM Proposed Budget 3/19/2025	Potential Budget 3/27/2025	Change \$
Fund	Source	Account #	Account Title			
Water Fund - Capital Projects		31330000 399310	Transfer from Other Funds	\$0	\$600,000	\$600,000
Water Fund - Capital Projects		31330000 387000	Bond Proceeds	\$1,000,000	\$0	(\$1,000,000)
Water Fund		51350000 396501	Reserves-CIP	\$0	\$600,000	\$600,000
Water Fund		51990000 490310	Transfer to WF CIP	\$0	\$600,000	\$600,000
Water Fund - Capital Projects		31495510 408520	Million Gallon Tank Rehab-Constr	\$400,000	\$0	(\$400,000)
Water Fund - Capital Projects		31495460 408520	Well 6F WL-Construction	\$600,000	\$600,000	\$0
Wastewater Fund		52360000 396502	Reserves-CIP	\$0	\$1,580,000	\$1,580,000
Wastewater Fund		52990000 490320	Transfer to WWF CIP	\$0	\$1,580,000	\$1,580,000
Wastewater - Capital Projects		32340000 399320	Transfer from Other Funds	\$0	\$1,580,000	\$1,580,000
Wastewater - Capital Projects		32340000 387000	Transfer from Other Funds/Bond Proceeds	\$3,619,000	\$0	(\$3,619,000)
Wastewater - Capital Projects		32496200 408520	VIP Pump Station Upgr/Constru	\$53,000	\$0	(\$53,000)
Wastewater - Capital Projects		32496230 408520	Fine Screen-Constr	\$2,566,000	\$1,580,000	(\$986,000)
Wastewater - Capital Projects		32496150 408520	West End Pump Sta.Construction	\$1,000,000	\$0	(\$1,000,000)
Parks & Rec-Capital Projects		30530000 318990	County Project Funding	\$412,466	\$0	(\$412,466)
Parks & Rec-Capital Projects		30593030 408520	FF Warning Track-Constr	\$347,722	\$0	(\$347,722)
Parks & Rec-Capital Projects		30593060 408520	Renovation of Outfield Press Box-Constr	\$64,744	\$0	(\$64,744)
TOTAL						
REVENUE				\$5,031,466	\$4,360,000	(\$671,466)
EXPENDITURE				\$5,031,466	\$4,360,000	(\$671,466)
TOTAL				\$0	\$0	\$0
BY FUND						
Water Fund				\$0	\$600,000	\$600,000
Wastewater Fund				\$0	\$1,580,000	\$1,580,000
Parks & Rec-Capital Projects				\$412,466	\$0	(\$412,466)
Water Fund - Capital Projects				\$1,000,000	\$600,000	(\$400,000)
Wastewater - Capital Projects				\$3,619,000	\$1,580,000	(\$2,039,000)



STAFF REPORT
ACTION ITEM

Item # 5.d

SUBJECT: Approval of Minutes April 9, 2025 Town Council Special Meeting Budget Work Session (pg. 66)

DATE OF MEETING: April 22, 2025

STAFF CONTACTS: Kimberly Bandy, Town Clerk

MOTION(S):

"I move that the Town Council approve the minutes from the April 9, 2025 Town Council Special Meeting Budget Work Session and waive reading."

ATTACHMENT(S):

1. [Minutes 04.09.25 Town Council Special Meeting Budget Work Session with attch.pdf](#)

MINUTES
PURCELLVILLE TOWN COUNCIL SPECIAL MEETING
BUDGET WORK SESSION
WEDNESDAY, APRIL 9, 2025, 6:00 PM
TOWN HALL COUNCIL CHAMBERS

COUNCIL MEMBERS PRESENT: Mayor Christopher Bertaut, Vice Mayor Ben Nett, Council members Erin Rayner, Susan Khalil, Carol Luke, Kevin Wright

COUNCIL MEMBERS ABSENT: Council member Stought (*travel for work*)

STAFF PRESENT: Interim Town Manager Kwasi Fraser, Assistant Town Manager Diana Hays, Police Department Interim Chief Sara Lombraña, Director of Administration Darya Thompson, Director of Human Resources LaDonna Snellbaker, Director of Finance Elizabeth Krens, Assistant Town Manager Connie LeMarr, Accounting Manager Paula Hicks, Financial Analyst Linda Jackson, Director of Public Works Jason Didawick, Director of Engineering and Capital Projects Andrea Broshkevitch, Town Clerk Kimberly Bandy

CALL TO ORDER:

Mayor Bertaut called the special meeting to order at 6:00 PM. The Pledge of Allegiance followed.

The proposed Fiscal Plan can be found at the following link on the town website:

https://www.purcellvilleva.gov/DocumentCenter/View/13081/FY26-Proposed-Fiscal-Plan-03_19_25

DISCUSSION/INFORMATIONAL ITEMS

a. Fiscal Year 2026 Financial Advisor Presentations and Utility Rate Modeling

David Hyder, Senior Principal from Stantec presented Utility Rate Modeling. (The utility rate modeling was not based on the results of the April 8, 2025 Town Council Meeting.)

Financial Advisors David Rose and Kyle Laux from Davenport answered questions from Town Council.

b. Plan Mark-Ups

(The Q&A can be found at the Town website under the Finance page.)

<https://purcellvilleva.gov/DocumentCenter/View/13105/040925-FY26-Proposed-Fiscal-Plan-Q-and-A?bidId=>

ADJOURNMENT:

At 7:02PM, Council member Stought moved to adjourn the meeting, which was unanimously approved.

Christopher Bertaut, Mayor

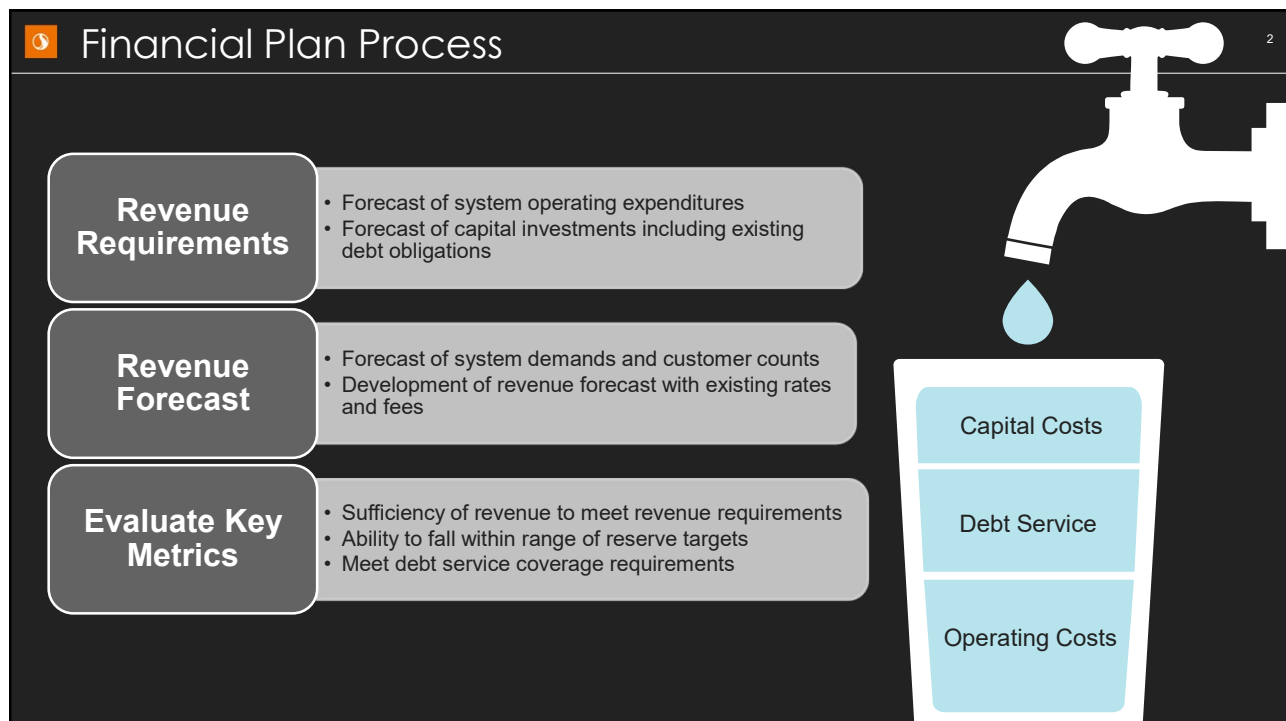
Kimberly Bandy, Town Clerk



Town of Purcellville
FY 26 Utility Rate Modeling

April 9, 2025

1



2



Key Model Assumptions

3

- **Operating Reserve Target** – 9 Month Minimum Reserve Balance (75% of 12 Month Target)
- **Typical Singe Family Usage** – 8,000 Gallons Bimonthly Usage
- **Meals Tax Growth** – Escalates 2.0% Annually
- **Future Usage** – Decreases by 1.5% annually through FY 2028, 1.0% annually thereafter
- **Borrowing Terms** – 30-year loan, 4.5% Interest
- **Revenues**
 - 1% increase in Water Rates = \$26,000 in Additional Water Revenue
 - 1% increase in Sewer Rates = \$39,500 in Additional Sewer Revenue

3



CIP Assumptions

4

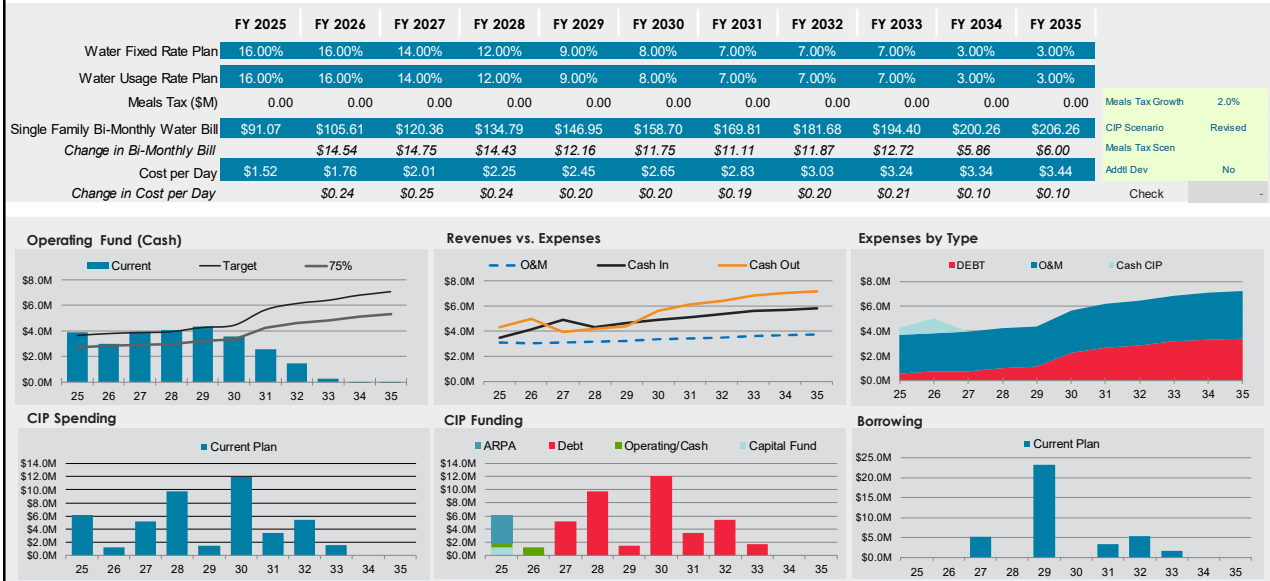
- **Revised Scenario** – Cash and grant funding near term projects
- **Water Future Borrowing**
 - \$5.15M issued in FY 2027
 - \$23.21M issued in FY 2029
 - Bond reimbursement of \$953.5K issued as part of FY 2027 loan reimbursing cash funding for Well 6F Water Line and Short Hill Wells projects
- **Sewer Future Borrowing**
 - \$4.03M issued in FY 2027
 - \$1.05M issued in FY 2029
 - Bond reimbursement of \$1.58M issued as part of FY 2027 loan reimbursing cash funding for Screen Replacement project

4



Water A: Results with Previously Proposed Rates

5

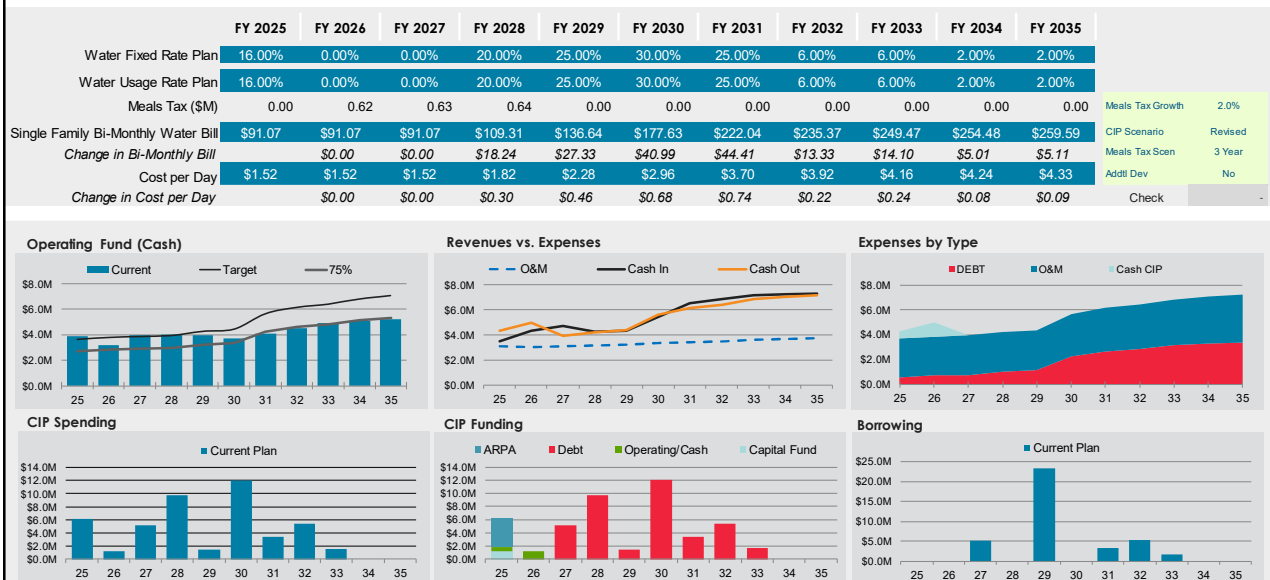


5



Water B: Results with 3 Year Meals Tax Transfer

6

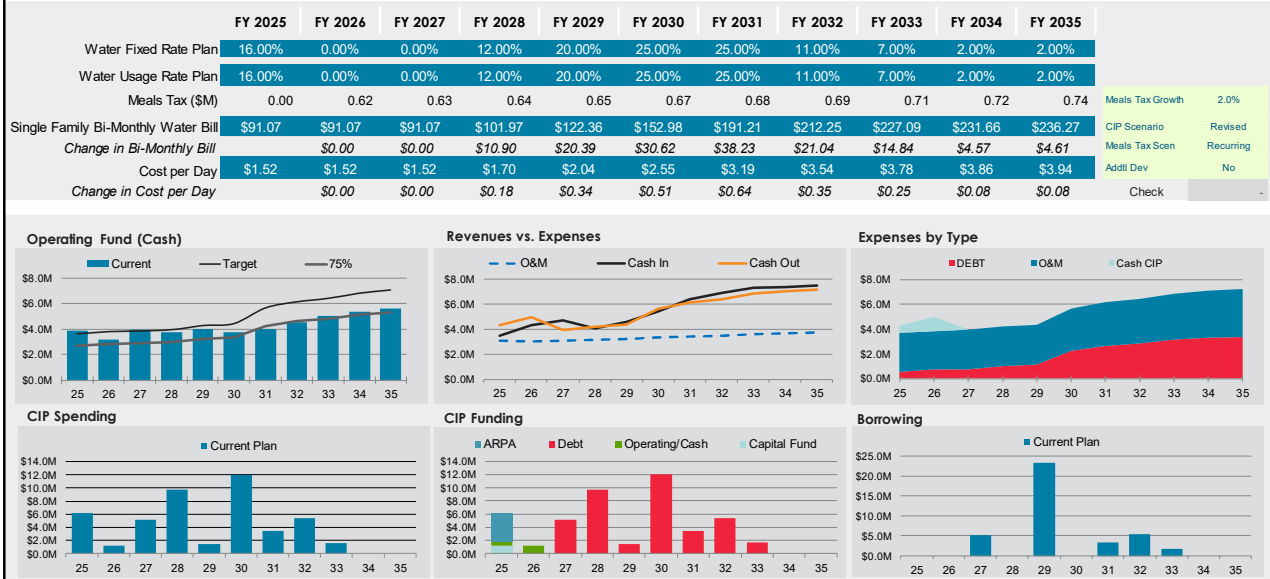


6



Water C: Results with **Recurring Meals Tax Transfer**

7



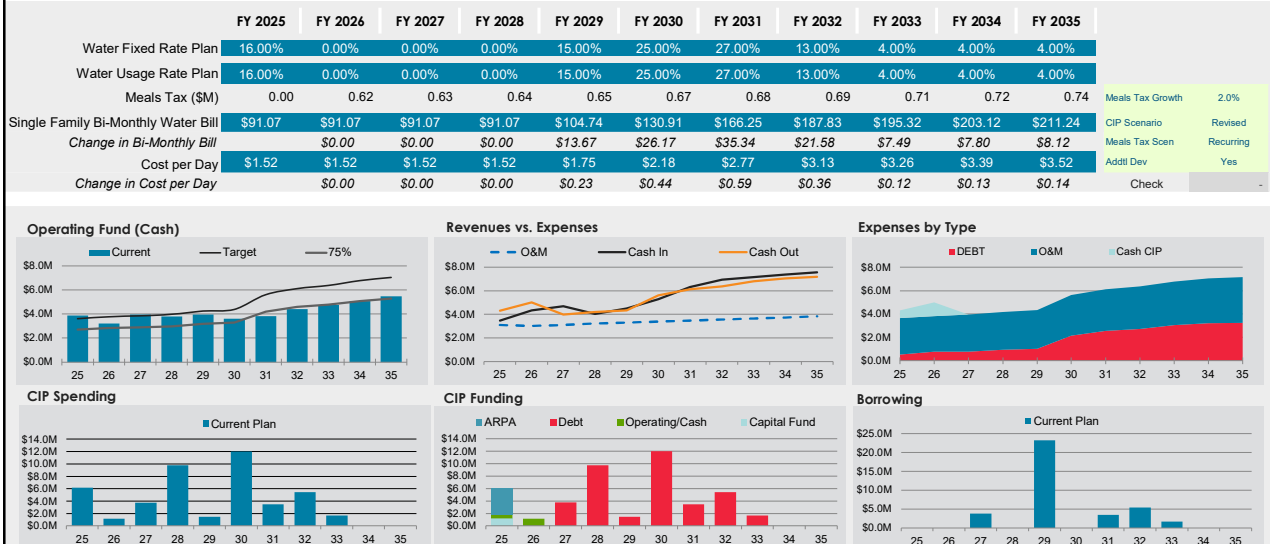
7



Water D: Results with **Proposed Western Loudon Rec Center**

8

- Estimated daily demands of 20,000 gallons (FY28) and 1,000 gallons (FY29)
- Availability fees of \$1.3 million used to reduce future borrowing



8

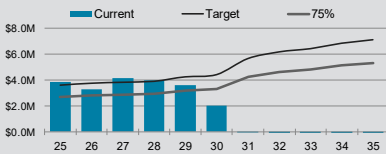


Water E: Results with **Recurring Meals Tax Transfer, 3% Increase**

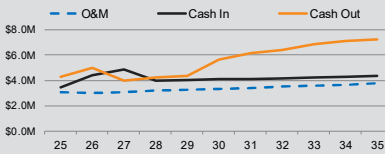
9

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035		
Water Fixed Rate Plan	16.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Water Usage Rate Plan	16.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Meals Tax (\$M)	0.00	0.62	0.63	0.64	0.65	0.67	0.68	0.69	0.71	0.72	0.74	Meals Tax Growth	2.0%
Single Family Bi-Monthly Water Bill	\$91.07	\$93.83	\$96.62	\$99.50	\$102.49	\$105.58	\$108.77	\$112.06	\$115.46	\$118.89	\$122.42	CIP Scenario	Revised
Change in Bi-Monthly Bill	\$2.76	\$2.79	\$2.88	\$2.99	\$3.09	\$3.19	\$3.29	\$3.40	\$3.43	\$3.53		Meals Tax Scen	Recurring
Cost per Day	\$1.52	\$1.56	\$1.61	\$1.66	\$1.71	\$1.76	\$1.81	\$1.87	\$1.92	\$1.98	\$2.04	Addl Dev	No
Change in Cost per Day	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.06	\$0.06	\$0.06	Check	-

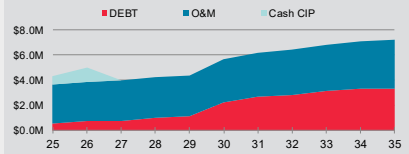
Operating Fund (Cash)



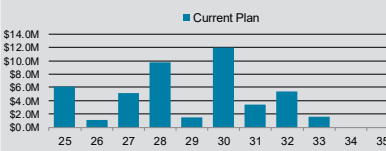
Revenues vs. Expenses



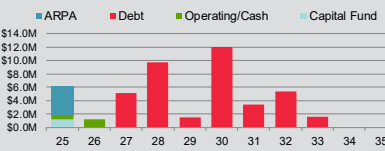
Expenses by Type



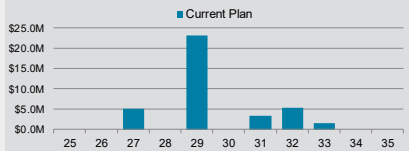
CIP Spending



CIP Funding



Borrowing



9

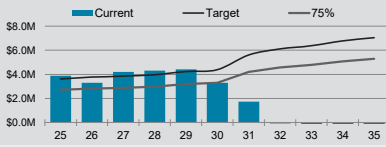


Water F: Results with **Recurring MTax Transfer, 3% Increase, WLRC**

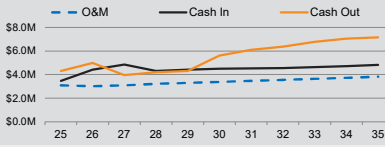
10

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035		
Water Fixed Rate Plan	16.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Water Usage Rate Plan	16.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Meals Tax (\$M)	0.00	0.62	0.63	0.64	0.65	0.67	0.68	0.69	0.71	0.72	0.74	Meals Tax Growth	2.0%
Single Family Bi-Monthly Water Bill	\$91.07	\$93.83	\$96.62	\$99.50	\$102.49	\$105.58	\$108.77	\$112.06	\$115.46	\$118.89	\$122.42	CIP Scenario	Revised
Change in Bi-Monthly Bill	\$2.76	\$2.79	\$2.88	\$2.99	\$3.09	\$3.19	\$3.29	\$3.40	\$3.43	\$3.53		Meals Tax Scen	Recurring
Cost per Day	\$1.52	\$1.56	\$1.61	\$1.66	\$1.71	\$1.76	\$1.81	\$1.87	\$1.92	\$1.98	\$2.04	Addl Dev	Yes
Change in Cost per Day	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.06	\$0.06	\$0.06	Check	-

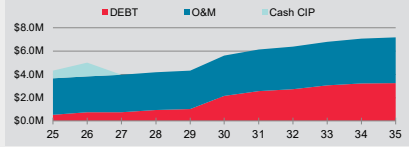
Operating Fund (Cash)



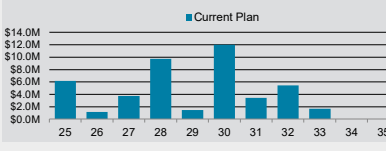
Revenues vs. Expenses



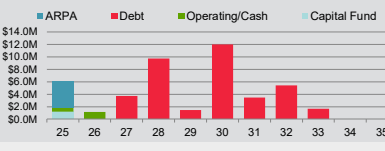
Expenses by Type



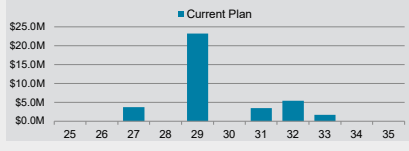
CIP Spending



CIP Funding



Borrowing



10



Water Rate Scenarios

11

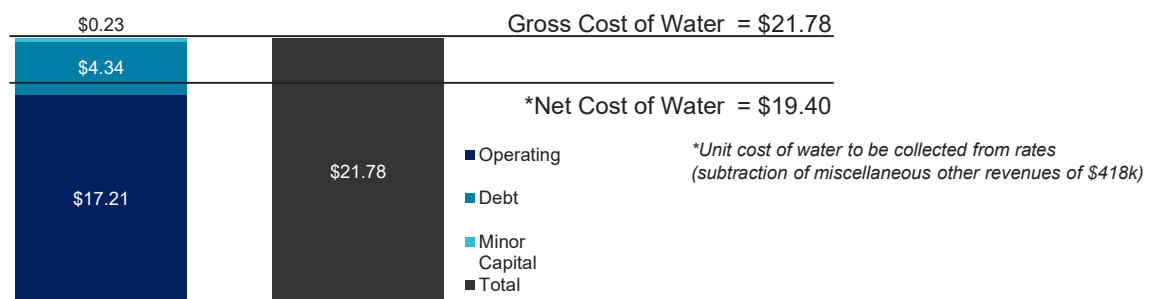
Scenario	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
A) Previously Proposed Rates	16%	14%	12%	9%	8%	7%	7%	7%	3%	3%
B) 3 Year Meals Tax	0%	0%	20%	25%	30%	25%	6%	6%	2%	2%
C) Recurring Meals Tax	0%	0%	12%	20%	25%	25%	11%	7%	2%	2%
D) Proposed Western Loudoun Rec Center	0%	0%	0%	15%	25%	27%	13%	4%	4%	4%
E) 3% Annual Increase	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
F) Recurring MTax Transfer, 3% Increase, WLRC	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%

11



Water: FY 2026 Unit Cost per 1,000 gallons

12



FY26 Rates: Residential Customer Pays: **\$13.20** per 1,000 gallons
 - Assumes 8,000 gallons per bi-monthly period includes fixed charge

FY26 Rates: High Using Residential Customer Pays: **\$18.83** per 1,000 gallons
 - Assumes 24,000 gallons per bi-monthly period includes fixed charge

12



Sewer Fund

13

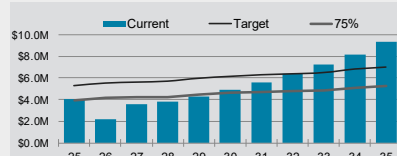


Sewer A: Results with Previously Proposed Rates

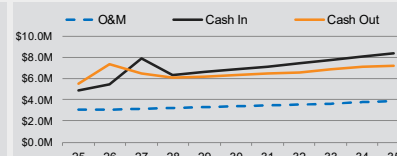
14

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	
Sewer Fixed Rate Plan	18.00%	22.00%	22.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	
Sewer Usage Rate Plan	18.00%	22.00%	22.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	
Meals Tax (\$M)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Meals Tax Growth 2.0%
Single Family Bi-Monthly Sewer Bill	\$192.59	\$234.96	\$286.68	\$300.99	\$316.02	\$331.85	\$348.41	\$365.86	\$384.13	\$403.38	\$423.53	CIP Scenario Revised
Change in Bi-Monthly Bill	\$42.37	\$51.72	\$14.31	\$15.03	\$15.83	\$16.56	\$17.45	\$18.27	\$19.25	\$20.15		Meals Tax Scen
Cost per Day	\$3.21	\$3.92	\$4.78	\$5.02	\$5.27	\$5.53	\$5.81	\$6.10	\$6.40	\$6.72	\$7.06	Add'l Dev No
Change in Cost per Day		\$0.71	\$0.86	\$0.24	\$0.25	\$0.26	\$0.28	\$0.29	\$0.30	\$0.32	\$0.34	Check -

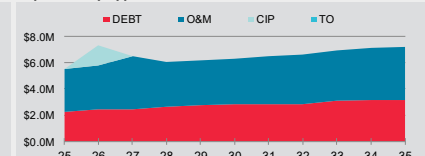
Operating Fund (Cash)



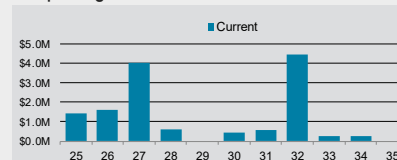
Revenues vs. Expenses



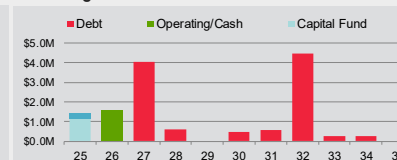
Expenses by Type



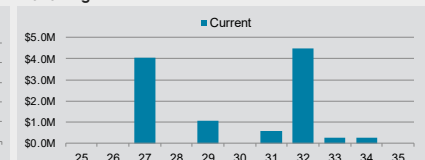
CIP Spending



CIP Funding



Borrowing

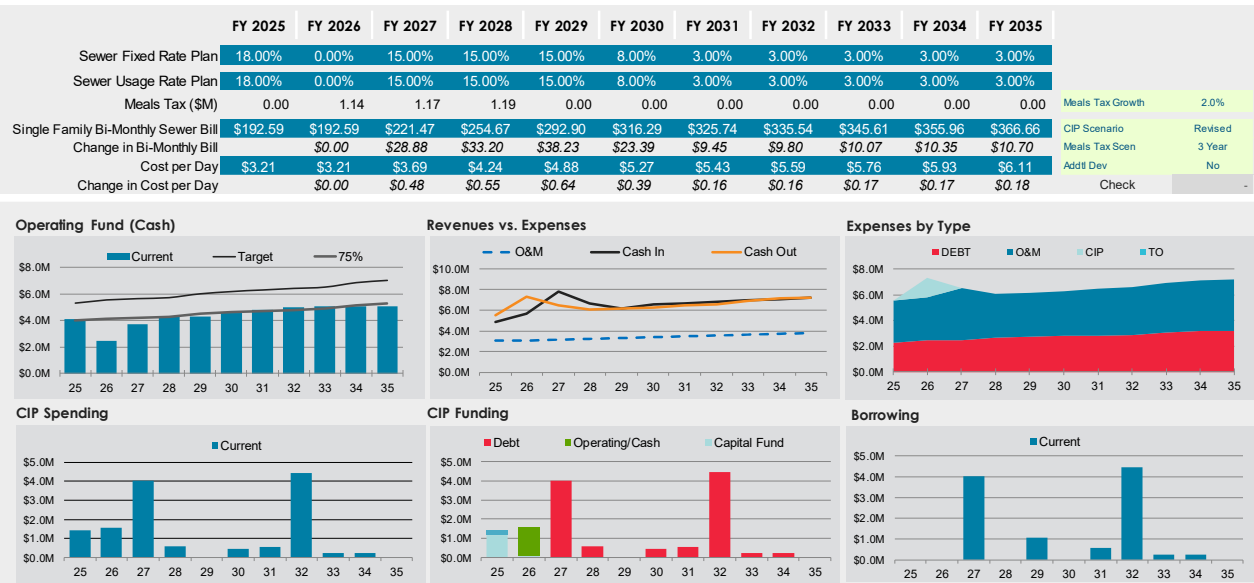


14



Sewer B: Results with 3 Year Meals Tax Transfer

15

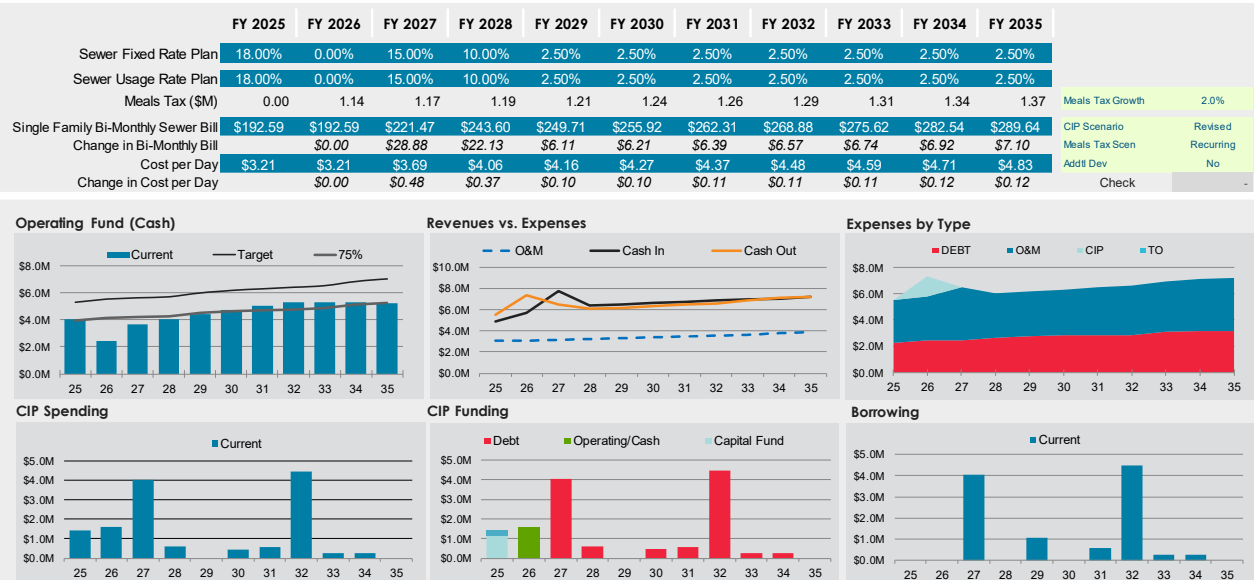


15



Sewer C: Results with Recurring Meals Tax Transfer

16



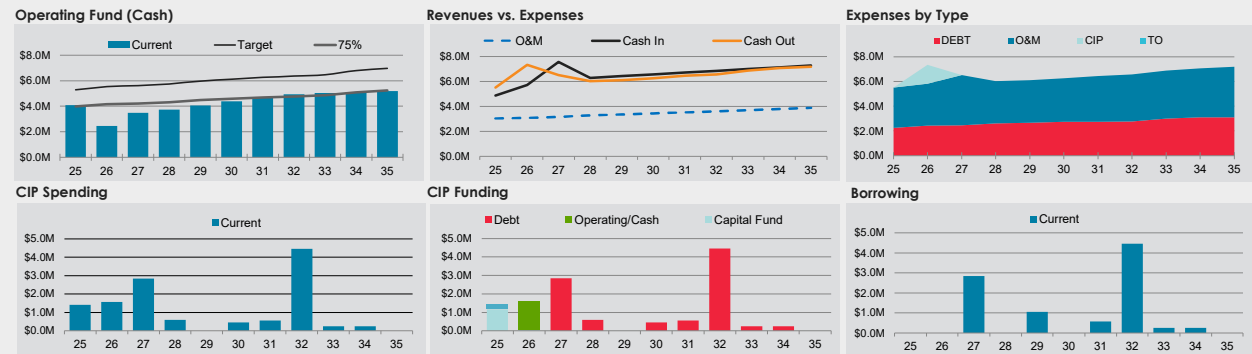
16



Sewer D: Results with Proposed Western Loudon Rec Center ¹⁷

- Estimated daily demands of 20,000 gallons (FY28) and 1,000 gallons (FY29)
- Availability fees of \$1.1 million used to reduce future borrowing

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035		
Sewer Fixed Rate Plan	18.00%	0.00%	10.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Sewer Usage Rate Plan	18.00%	0.00%	10.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Meals Tax (\$M)	0.00	1.14	1.17	1.19	1.21	1.24	1.26	1.29	1.31	1.34	1.37	Meals Tax Growth	2.0%
Single Family Bi-Monthly Sewer Bill	\$192.59	\$192.59	\$211.84	\$218.22	\$224.78	\$231.53	\$238.46	\$245.65	\$253.03	\$260.59	\$268.41	CIP Scenario	Revised
Change in Bi-Monthly Bill	\$0.00	\$0.00	\$19.25	\$6.38	\$6.56	\$6.75	\$6.93	\$7.19	\$7.38	\$7.56	\$7.82	Meals Tax Scen	Recurring
Cost per Day	\$3.21	\$3.21	\$3.53	\$3.64	\$3.75	\$3.86	\$3.97	\$4.09	\$4.22	\$4.34	\$4.47	Addtl Dev	Yes
Change in Cost per Day	\$0.00	\$0.00	\$0.32	\$0.11	\$0.11	\$0.11	\$0.12	\$0.12	\$0.12	\$0.13	\$0.13	Check	-

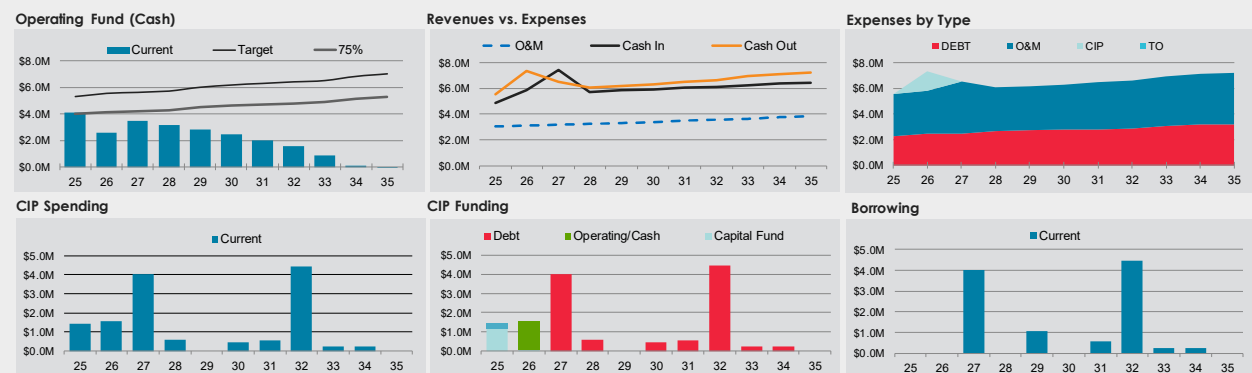


17



Sewer E: Results with Recurring Meals Tax Transfer, 3% Increase ¹⁸

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035		
Sewer Fixed Rate Plan	18.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Sewer Usage Rate Plan	18.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Meals Tax (\$M)	0.00	1.14	1.17	1.19	1.21	1.24	1.26	1.29	1.31	1.34	1.37	Meals Tax Growth	2.0%
Single Family Bi-Monthly Sewer Bill	\$192.59	\$198.35	\$204.29	\$210.41	\$216.71	\$223.19	\$229.85	\$236.77	\$243.88	\$251.17	\$258.72	CIP Scenario	Revised
Change in Bi-Monthly Bill	\$5.76	\$5.94	\$6.12	\$6.30	\$6.48	\$6.66	\$6.92	\$7.11	\$7.29	\$7.55	\$7.82	Meals Tax Scen	Recurring
Cost per Day	\$3.21	\$3.31	\$3.40	\$3.51	\$3.61	\$3.72	\$3.83	\$3.95	\$4.06	\$4.19	\$4.31	Addtl Dev	No
Change in Cost per Day	\$0.10	\$0.10	\$0.10	\$0.10	\$0.11	\$0.11	\$0.11	\$0.12	\$0.12	\$0.12	\$0.13	Check	-



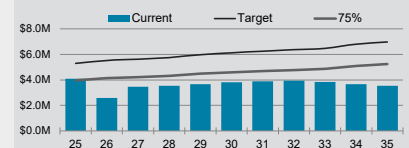
18



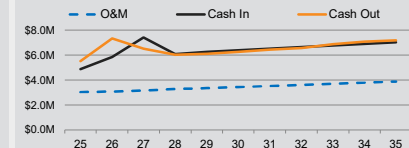
Sewer F: Results with Recurring MTax Transfer, 3% Increase, WLRC ¹⁹

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035		
Sewer Fixed Rate Plan	18.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Sewer Usage Rate Plan	18.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Meals Tax (\$M)	0.00	1.14	1.17	1.19	1.21	1.24	1.26	1.29	1.31	1.34	1.37	Meals Tax Growth	2.0%
Single Family Bi-Monthly Sewer Bill	\$192.59	\$198.35	\$204.29	\$210.41	\$216.71	\$223.19	\$229.85	\$236.77	\$243.88	\$251.17	\$258.72	CIP Scenario	Revised
Change in Bi-Monthly Bill	\$5.76	\$5.94	\$6.12	\$6.30	\$6.48	\$6.66	\$6.92	\$7.11	\$7.29	\$7.55		Meals Tax Scen	Recurring
Cost per Day	\$3.21	\$3.31	\$3.40	\$3.51	\$3.61	\$3.72	\$3.83	\$3.95	\$4.06	\$4.19	\$4.31	Addl Dev	Yes
Change in Cost per Day	\$0.10	\$0.10	\$0.10	\$0.11	\$0.11	\$0.11	\$0.11	\$0.12	\$0.12	\$0.12	\$0.13	Check	-

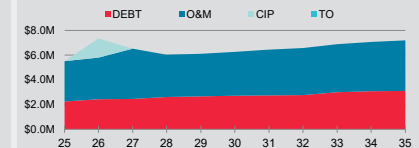
Operating Fund (Cash)



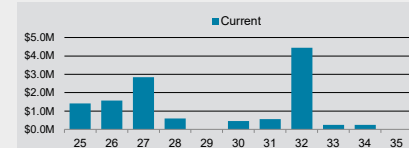
Revenues vs. Expenses



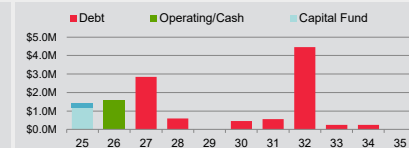
Expenses by Type



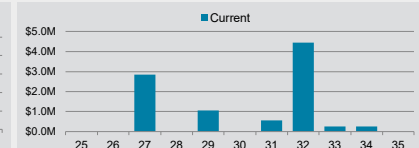
CIP Spending



CIP Funding



Borrowing



19



Sewer Rate Scenarios

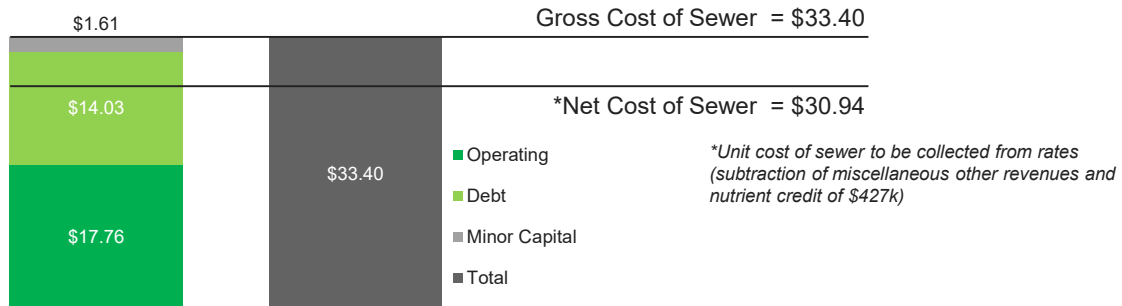
20

Scenario	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
A) Previously Proposed Rates	22%	22%	5%	5%	5%	5%	5%	5%	5%	5%
B) 3 Year Meals Tax	0%	15%	15%	15%	8%	3%	3%	3%	3%	3%
C) Recurring Meals Tax	0%	15%	10%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
D) Proposed Western Loudoun Rec Center	0%	10%	3%	3%	3%	3%	3%	3%	3%	3%
E) 3% Annual Increase	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
F) Recurring MTax Transfer, 3% Increase, WLRC	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%

20

Sewer: FY 2026 Unit Cost per 1,000 gallons

21



FY26 Rates: Residential Customer Pays: **\$24.07** per 1,000 gallons
 - Assumes 8,000 gallons per bi-monthly period includes fixed charge

21

Water Rate Structure

22

Meter Size	Tier 1	Tier 2	Tier 3	Tier 4
Single Family				
All Meters	0 to 7,000 gal	7,001 - 14,000 gal	14,001 - 20,000 gal	Over 20,000 gal
Non-Single Family				
5/8"	0 to 7,000 gal	7,001 - 14,000 gal	14,001 - 20,000 gal	Over 20,000 gal
3/4"	0 to 22,000 gal	22,001 - 45,000 gal	45,001 - 64,000 gal	Over 64,000 gal
1"	0 to 28,000 gal	28,001 - 56,000 gal	56,001 - 80,000 gal	Over 80,000 gal
1.5"	0 to 47,000 gal	47,001 - 94,000 gal	94,001 - 135,000 gal	Over 135,000 gal
2"	0 to 84,000 gal	84,001 - 169,000 gal	169,001 - 241,000 gal	Over 241,000 gal
3"	0 to 184,000 gal	184,001 - 368,000 gal	368,001 - 526,000 gal	Over 526,000 gal

22

 FY 2024 Total Tier Usage by Meter Size (Gallons)

23

Meter Size	Tier 1	Tier 2	Tier 3	Tier 4
Single Family				
All Meters	92,475,180	27,251,040	3,207,250	1,274,640
Non-Single Family				
5/8"	7,438,250	3,718,110	1,610,100	804,690
3/4"	4,005,820	2,335,295	1,085,757	426,530
1"	8,160,220	4,312,669	1,739,504	618,764
1.5"	8,751,600	4,582,887	2,354,463	943,238
2"	14,554,250	7,586,428	3,117,758	1,428,422
3"	8,183,680	4,783,251	2,124,251	928,753

23

 FY 2024 Total Tier Usage Percent by Meter Size

24

Meter Size	Tier 1	Tier 2	Tier 3	Tier 4
Single Family				
All Meters	74%	22%	3%	1%
Non-Single Family				
5/8"	50%	22%	11%	18%
3/4"	58%	27%	11%	4%
1"	53%	21%	8%	18%
1.5"	52%	27%	11%	10%
2"	52%	21%	10%	17%
3"	58%	26%	11%	4%

Non-single family customers demonstrate more usage outside Tier 1

24

FY 2024 Tier Revenue By Meter & Effective Unit Rate

25

Meter Size	Tier 1	Tier 2	Tier 3	Tier 4	Effective Unit Rate
Single Family					
All Meters	\$788,813	\$406,586	\$61,547	\$29,890	\$10.36
Non-Single Family					
5/8"	\$31,715	\$24,023	\$15,442	\$30,610	\$13.68
3/4"	\$19,920	\$16,199	\$8,185	\$3,711	\$11.99
1"	\$36,787	\$25,953	\$11,874	\$34,924	\$13.42
1.5"	\$39,092	\$35,129	\$18,101	\$20,425	\$12.88
2"	\$64,712	\$46,517	\$27,411	\$56,788	\$13.43
3"	\$40,801	\$31,694	\$17,823	\$8,147	\$12.03

Given usage patterns, non-single family customers are paying a higher effective unit rate as compared to single family customers.

25



David Hyder
 Senior Principal
 (202) 585-6391
 David.Hyder@Stantec.com

Additional Questions and Follow-Up

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STAFF REPORT

DISCUSSION/INFORMATIONAL ITEM

Item # 11.a

SUBJECT: Rescinding Town Code Chapter 42 and Disbanding the Purcellville Police Department and Transferring General Law Enforcement Authority for the Town to the Loudoun County Sheriff (John Cafferky) (*additional information forthcoming*) (pg. 82)

DATE OF MEETING: April 22, 2025

STAFF CONTACTS: John Cafferky, Town Attorney

SUMMARY and RECOMMENDATIONS:

Adoption of Ordinance 25-04-02 removing and deleting Chapter 42 of the Purcellville Town Code, authorizing and providing the chain of command for the Purcellville Police Department, and directing the formulating of a plan to disband the Department and transfer law enforcement responsibilities for the Town to the Loudoun County Sheriff.

BACKGROUND:

As authorized by Virginia law, Va. Code 15.2-1701, the Town of Purcellville has operated a Town Police Department for many decades. At the April 8, 2025 Town Council meeting, the Council adopted a motion directing staff to prepare an Ordinance rescinding Chapter 42 of the Town Code, which will have the effect of disbanding the Police Department and transferring law enforcement responsibilities for the Town to the Loudoun County Sheriff's office. The Sheriff's office has residual responsibility for law enforcement pursuant to Va. Code 15.2-1609.

While there have been exploratory discussions with some Loudoun County officials, including the Sheriff, concerning the many issues involved, there would be numerous practical and logistical issues to be dealt with as a part of such a transition. These include, but are not necessarily limited to:

- Staffing at existing service level of coverage for the Town;
- Enforcement (or lack thereof) of Town-specific legal provisions;
- Support for ongoing legal cases involving Town officers;
- HR-related issues concerning affected Town employees;
- Disposition of Police Department assets and records.

Accordingly, the draft ordinance includes provision for the Town Manager to formulate and present to

the Council a plan for addressing these and any other necessary items .

MOTION(S):

DRAFT MOTION - I move that the Purcellville Town Council adopt Ordinance 25-04-02 disbanding the Purcellville Police Dept and rescinding and removing Chapter 42 of the Town Code.

ATTACHMENT(S):

1. [PD Concerns By Department](#)
2. [For April 22 Agenda Packet -Securing Purcellville Through Partnership.pdf](#)
3. [Ordinance 25-04-02 - Disbanding the Police Department](#)
4. [05.01.21 LRG Lease Agreement](#)



Operational Risks and Impact to Departments and Community

From disbanding the Purcellville Police Department and have general state and local law enforcement responsibility for the Town revert to Loudoun County Sheriff pursuant to Virginia Code § 15.2-1609

LIST OF CONCERNS AND ISSUES IDENTIFIED BY TOWN DEPARTMENTS:

Finance

1. Firearm Business licensure
 - Business selling weapons require local police review of the Federal Firearms License application
 - Finance cannot issue a town license without law enforcement AND Zoning approval
 - Multiple business in town, including home based engage in firearm related sales
2. Precious Metal Dealer permitting
 - permit that must be signed off by the chief law-enforcement officer per VA Code 54.1-4108
 - 1 current business in town
3. Business License enforcement
 - Door to door Solicitors/Peddlers – have to register at PD
 - Itinerant merchants – illegal food trucks & pop-up vendors are addressed by PD
4. Civilian Active Attack Training – most of Finance staff have taken this at least 1x
5. Resident wellness checks (water disconnects)
6. Counterfeit money reports
7. Enforcement of action related to water thefts
8. Fraud reports for financial losses
9. Delivery of Town's bank deposits
10. Support with collection actions such as summons and security for Finance personnel during seizures
11. PD works with staff on customer interactions that do not go well

Planning

Planning staff regularly address a variety of issues outlined in the Zoning Ordinance and Town Code, either directly or in response to citizen complaints. While staff are authorized to issue citations for violations, enforcement can be challenging when property owners or businesses fail to comply. In such cases, we rely on the Police Department to enforce the citation and ensure compliance.

Unfortunately, some residents ignore repeated citations and only respond when there is direct police intervention, such as a visit to their home. A significant portion of staff time is dedicated to addressing illegal signage, complaints about inoperable vehicles, concerns

over sheds potentially encroaching on property lines, and efforts to have property owners remove basketball hoops from the public right-of-way.

Zoning Ordinance complaints also include, as examples:

1. Allegation of a multi-family use in a single-family home (where PPD might have to help to evict)
2. Inoperable vehicles
3. Background checks/fingerprinting and registration for masseuse, pawn shop, etc. (Article III, Div. 1, Section 18-107, -108 and -110 especially)
4. Certain home-based business stipulations

Beyond the Zoning Ordinance, there are several provisions in the Town Code that must be enforced and handled by the PPD, including but not limited to:

1. Enforcing the new snow and ice removal provision (Sect. 70-81)
2. Closing of the streets for right of way work (connecting to utilities)
3. Chapter 50.2 – registration of peddlers and solicitors
4. Sec. 58-4: pawnbrokers must file reports with Chief of Police.
5. Sec. 58-5: buying and selling secondhand materials with intent for fraud
6. Article IV, Section 78-160: impounding of abandoned vehicles
7. Section 78-5: Traffic and vehicles – a few issues here
8. All of Chapter 46

Administration

1. Loss of Local Revenue-The Sheriff's office will likely be unwilling and/or unable to write citations under local ordinance. The LCSO has over 700 sworn deputies. Even if the LCSO was willing to write citations under local ordinance it would require additional training and familiarity on the part of the deputies which due to their sheer size would be challenging.
2. Premium increases for existing Town of Purcellville insurance policies. VRSA has advised if there is an uptick in claims to town property due to the lack of a dedicated police force, premiums would be reviewed.
3. Legal Actions against Town by Police Department Employees. The town *could* face legal actions related to employees whose positions have been eliminated. Depending on the claim would depend on the type of legal action.
4. Legal Actions against Town by Public. The town *could* face legal actions related to negligence if citizens could prove disbanding the police department resulted in harm to them such as injuries or property loss.
5. Legal Actions. Members of staff and/or governing body could face legal actions as individuals rather than in their official capacity. Certain actions may not be covered by the town's insurance policy depending on the face pattern at hand.
6. BJA Body Worn Camera Grant policy would need to be reviewed to determine if there are any negative implications based on compliance.
7. Security of Town Property. Currently PD conduct site checks on town property to ensure they are safe and secure.
8. Security of Town Staff. PD has the ability to respond quickly or be on call when notified of a potential threat or issue.

9. Facilities. Police are often used for traffic control when repairs are made to streetlights, guardrails or facilities owned by the town.
10. Possible Human Resources issues.

Parks and Recreation

The Town of Purcellville cannot have parades or large events without dedicated law enforcement support and oversight. The Purcellville Police Department (PPD) is critical to town events, especially the parades and the Memorial Day Ceremony which require road closures, as well as festivals where alcohol is being served, which includes the Purcellville Music and Arts Festival, the Purcellville Wine and Food Festival, and the Celebrate Purcellville Fall Festival. A dedicated law enforcement focused on just this town helps ensure that details specific to this community are not overlooked for events that draw thousands of people to the Town of Purcellville.

1. Parades

PPD is a critical element in planning for the parades, involved in preparing the operations plan, participating in meetings about staging, the number of participants (including equestrians), the route, and road closures. They are responsible for the safety of participants and attendees and managing all elements of the closing and re-opening of the roads. Because of their relationship with other law enforcement agencies, they are able to secure additional deputies from Loudoun County and Virginia State Police. They also coordinate with PVRs and PVFD, manage the command center, and issue public traffic/safety updates.

Both the Independence Day Parade and Holiday Parade are considered “All Hands” events, so unless there is an extreme circumstance, all staff members (both sworn and professional), as well as the Volunteers in Police Service (VIPS) who are trained in traffic/flagging via VDOT are required to attend. See the data below about overall parade staffing, then the breakdown of participants for the two parades held in 2024.

Parade Staffing

- PPD officers: between 15 to 18
- PPD professional staff: 2
- VIPS: 3 to 5
- Additional law enforcement/volunteer assistance needed to cover traffic posts on the parade route: 8 to 12, including:
 - Virginia State Police: 4
 - Loudoun County Sheriff's Department: 2
 - Loudoun County Sheriff Auxiliaries: 2
- Traffic Posts: 27 along the route; some posts require a minimum of 2 officers/staffing; these posts close/block roads along the route and include a town vehicle as well as town staff from PPD and/or Public Works, and other law enforcement

- Volunteers (primarily staging): 8 staff
- PPD Staff is also required at the command post
- PPD drives the vehicle at the front to lead the parade, the vehicle at the tail end of the parade, and has one vehicle/gator roaming along the parade route to address issues

2024 Independence Day Parade Stats

- 425 parade participants
- 131 floats/vehicles

2024 Holidays in Purcellville Parade Stats

- 498 parade participants
- 77 vehicles/floats
- 62 horses
- 14 apparatus

2. **Memorial Day Ceremony**

PPD helps plan the annual Memorial Day Ceremony. During this ceremony, people gather first at Town Hall, then walk up Nursery Avenue to the Tear Drop. PPD plans and monitors the road closures surrounding the Tear Drop so those who are observing this solemn day may do so safely.

3. **Purcellville Wine and Food Festival**

The PPD establishes a command center for this event. PPD coordinates with the Purcellville Volunteer Rescue Squad to have them onsite for the duration of the event.

4. **Town Facilities, Parks, and Trails**

PPD monitors Town facilities, parks and trails, including the Train Station, the Bush Tabernacle, Dillon's Woods, and the Community Garden. Phil Message, who manages the Bush Tabernacle, expressed his appreciation that members of the PPD periodically stop by during the Friday Night Teen Center, which on average draws 200 youth.

5. **Special Event Permits**

PPD is part of the special event review process, assessing applications in terms of public safety. Even when police presence may not be necessary at these events, this process ensures that they are aware of the event in case any issues do arise. PPD has been involved in meetings with several event organizers. We rely on their expertise of law enforcement and the community in determining whether a permit may be issued. Their knowledge and experience of events regularly held in this town, including those hosted by other organizations, are critical in helping them run smoothly.

In FY25, there have been 10 special event permit requests that PPD reviewed along with other staff. These included large events such as the Town-wide Tag Sale, the Halloween Party in the Woods, and two bicycle events through Town.

Engineering and Capital Projects

1. Traffic control assistance for capital projects
2. Traffic control assistance for emergency work such as a water line break
3. Traffic control assistance for utility contractors like Dominion and Verizon working in the ROW
4. Work zone speed calming
5. Unruly citizen control
6. Snow emergency assistance
7. Enforcement of laws after hours on project sites
8. Sharing speed study data and crash data
9. CIP plan review from a public safety aspect
10. Responding to water theft incidents
11. Delivery of important information to residents when requested (for example, if we need an indemnification to obtain row or an easement)
12. Zoning ordinance enforcement
13. As an employee we all feel safer knowing there is a dedicated and responsive team of officers ready to respond to any incident, big or small

Public Works

1. Traffic Control during water and sewer emergencies.
2. Traffic Control when we have Traffic Signal malfunctions
3. Traffic Control for roadway emergencies.
4. During significant weather events they have often asked if we needed assistance.
5. The Police Department coordinates all Parades.
6. After hours town facilities security checks.
7. Often assists with after-hours emergencies.
8. police water theft at fire hydrants.
9. Traffic assistance at Public Works trade show when needed.
10. During night Patrols they do assessments of street light outages and report them to our team.
11. During night patrols, they assess the reflectivity of street signs.
12. They work with our team to conduct speed studies in possible problem areas reported by residents.
13. They work with our team to review parking issues town-wide.

BUDGET IMPACT:

1. Current lease agreement expires 4/30/25
2. Equipment contracts
3. Building renovations and furniture
4. Loss of PD Revenue- \$220k from State 599 funds, tickets, citations
5. Lease Expenditure Implications (facility, vehicles, cameras- need legal review)

- a. 10 vehicles- 6 will reach the end of the lease term within the next 6 months but 4 have a number of years remaining on contracts
 - b. Facility – lease expires 4/30/26 but requires 1 year notice to terminate early (\$11,537.73/month)
6. Additional Personnel costs - leave pay-outs for terminated staff, severance payments or continuation of benefits?
7. Grant implications - Will any require repayment?
8. What will the County charge for the service?
9. When is the timeline for the Town's PD to transition to the County and what steps does the town need to take until the transition is complete, including funding of the PPD?

Introduction

We have an opportunity to strengthen Purcellville's future.

By partnering with the Loudoun County Sheriff's Office, we will provide better public safety, access broader resources, and reduce over \$3 million in expenses — allowing us to lower taxes for our residents.

The County owns over \$150 million worth of tax-exempt properties inside our town, and their deputies already protect our schools and county properties within walking distance of our neighborhoods.

This transition isn't just smart — it's fair, it's safer, and it's fiscally responsible.

It honors Purcellville's spirit while securing our future."

Is Purcellville the First to Transition its Police Department to the County Sheriff ?

- ✓ A U.S. town similar to **Purcellville, VA** (around **8,000–9,000 people**, mostly suburban/rural, relatively **affluent, very safe**)
- ✓ A town that **disbanded** or **transitioned from their own police department to county sheriff coverage**
- ✓ **How the town's safety was impacted** by that decision.

1. Loomis, California

- Population: ~6,800
- Affluent, suburban/rural like Purcellville.
- Disbanded their police department in **2013** and now contracts with **Placer County Sheriff**.
- **Impact:**
After the switch, Loomis *saved money* and maintained very low crime rates. There were some concerns at first about response times, but long-term data shows **crime remained low** and satisfaction with the sheriff coverage is **high**.

2. San Carlos, California

- Population: ~30,000 (bigger, but a similar suburban/rural feel back in 2010 when they made the change).
- Disbanded their police department in **2010** to contract with the **San Mateo County Sheriff**.
- **Impact:**
Initially, citizens were worried, but reports show **crime stayed stable or decreased** in certain areas. The town also **saved a lot of money**. Community-policing presence was a little different, but overall safety stayed strong.

3. Isle of Palms, South Carolina (considering it)

- Population: ~4,300 (smaller, but again, affluent and very safe).
- Recently there were talks about possibly dissolving their local PD and using Charleston County Sheriff's Office — so not a complete transition yet, but debates reflect concerns about safety impact.

Summary of General Findings from Towns That Switched:

- **Savings:** Towns save significant money by not maintaining their own police infrastructure.
 - **Safety:** Generally, **no major spike in crime**.
 - **Challenges:**
 - Some **perceived loss of community policing** and **slightly slower response times** (depending on how many deputies the sheriff's office assigns).
 - Towns often negotiate **dedicated deputies** to ensure coverage like a "town police" feel.
-

Key Takeaway:

If Purcellville were to transition from its police department to Loudoun County Sheriff:

- Actual crime rates might stay about the same (especially if deputies are assigned specifically to the town).
 - But **community policing, visibility, and resident perception of safety** could suffer unless you have a really strong partnership with the Sheriff's Office.
-

Purcellville vs Loomis vs San Carlos is a much stronger comparison set because all three are relatively **affluent, suburban/rural originally, and value safety and community policing**. (Loomis is the closest match in size, San Carlos a bit bigger.)

Characteristic	Purcellville, VA	Loomis, CA	San Carlos, CA
Population	~8,500	~6,800	~30,000
Median Household Income	~\$135,000	~\$110,000	~\$175,000
Community Type	Suburban-Rural	Suburban-Rural	Suburban-Urban blend
Had Own Police Department?	Yes (still has)	Yes (disbanded 2013)	Yes (disbanded 2010)
Now Covered By	Purcellville PD	Placer County Sheriff's Office	San Mateo County Sheriff's Office
Reason for Transition	N/A (yet)	Cost savings; staffing challenges	Cost savings; improve services
Savings Achieved	N/A	~\$500,000+ annually	~\$2 million+ annually
Crime Rate Before Transition	Very Low	Very Low	Low-Moderate

Characteristic	Purcellville, VA	Loomis, CA	San Carlos, CA
Crime Rate After Transition	N/A	Stayed Low	Stayed Stable; slight improvements in some categories
Community Concerns	N/A	Response time, local familiarity	Loss of "local feel," response times
Resulting Model	Town-run PD	Contracted Deputies Assigned to Loomis	Dedicated Sheriff's Bureau for San Carlos

Key Lessons from Loomis and San Carlos:

- **Loomis:**
 - Contract **required Placer County Sheriff to assign deputies specifically to Loomis** (so not just random coverage).
 - **Low crime** continued, residents largely happy after initial adjustment.
 - **Savings** allowed town to invest in other services.
- **San Carlos:**
 - Created a **"bureau within the sheriff's office"** — meaning San Carlos still has a police "brand," vehicles marked "San Carlos Police Services," but all officers are sheriff's employees.
 - **Maintained strong policing presence** — few complaints after first year.
 - It was a bigger town, so the sheriff's office **stood up a separate team** just for San Carlos.

Compared to Purcellville:

- **Size-wise**, Purcellville is almost identical to Loomis.
- **Affluence-wise**, Purcellville is closer to San Carlos.
- **Community expectations for safety and response time** would be similar to both — very **high**.

Thus:

- If Purcellville contracts **dedicated Loudoun deputies**, has **visible branding**, and **clearly maintains patrol visibility**, it could **maintain its current level of safety**.
 - **Cost savings** would probably be significant — maybe enough to reallocate money to lowering taxes, youth services, community events, or water and sewer infrastructure.
 - You would have to **manage the public's perception** carefully — emphasize *improved services and strategic partnerships* rather than *budget cuts*.
-

Additional Considerations

According to a recent, peer-reviewed study from Rice University, which analyzed 521 towns across America that disbanded their police departments between 1972 and 2019:

There is no increase in crime.

What's in store for Purcellville if we transition to service by Loudoun's Sheriff?

An extension of the existing partnership between Loco SO and the community for delivery.

1-6AM the Loudoun County Sheriff's department delivers police services to the community.

This will extend the partnership for a stronger community and to assure the safety of residents and businesses.

Purcellville's police department cannot compete on salaries with better-funded local jurisdictions like Leesburg and Loudoun County, leading to rapid turnover among patrol officers.

There is little upward mobility for patrol officers in our local department.

Transition Success Factors for Moving from Town PD to County Sheriff's Office

1. Dedicated Deputies for the Town

- **Do not** simply rely on general county patrol coverage.
- **Contract for a set number** of deputies **assigned exclusively** to Purcellville, preferably with overlapping shifts for full 24/7 coverage.
- (Loomis insisted on this — it preserved the "local policing" feel.)

Example Clause: "The Loudoun County Sheriff's Office shall assign a minimum of 8 deputies exclusively to Purcellville, with no duty to patrol outside town limits except in exigent circumstances." – Justification is that Purcellville is home to Loudoun County-owned properties with assessed value of over \$150 million, and they are tax exempted.

2. Maintain Local Identity

- Residents like to feel like they still have *their own* police force.
-

3. Strong Service-Level Agreement (SLA)

- Negotiate a formal agreement that **spells out response times, patrol frequency, community policing duties** (like attending town events, school visits, etc.).
 - Include **performance metrics** and **periodic reviews** (quarterly or semi-annual).
-

4. Clear Public Communication

- **Early and often** communication to residents explaining:
 - **Why** the change is happening (cost savings, better resources, departmental access to specialized units like SWAT, K9, detectives).
 - **How** safety will be maintained or improved.
 - **What** residents can expect day-to-day (who to call, how quickly they'll respond to incidents of varying severity).
 - **Enhancements** that can be expected from single-sourcing in law enforcement.
 - Public meetings, flyers, website FAQs are important.
-

5. Keep a Local Police Station Office at Town Hall

- Maintain a **physical presence** in town (even a small storefront).
 - This gives residents a familiar place to go for reports, complaints, lost-and-found, etc.
 - (Loomis kept a small office staffed during business hours.)
-

6. Retain Existing Good Officers (Optional Hybrid Model)

- Consider offering **jobs in the Sheriff's Office** to current Purcellville PD officers who want to transition.
 - Helps with **continuity** and **community trust** — familiar faces stay in uniform.
 - Offers better compensation and upward mobility for officers.
-

7. Financial Planning

- Clearly articulate **how much will be saved** and **what will be done** with those savings.
 - \$3 million saved through reduction in duplicated services
 - Leading to stabilized or reduced taxes
 - Reduced utility rates over the status quo.
- Many towns allocated the money to other safety-related investments (street lighting, youth services, mental health programs, emergency communications upgrades).

8. Special Coverage for Events

- Ensure that the agreement includes **extra deputies for big events** (Fourth of July, Music & Arts Festival, etc.), **at no or low extra cost**.
 - (This was a small problem for Loomis early on until they renegotiated.)
-

Quick Summary:

Success Factor	Why It Matters
Dedicated Deputies	Maintains high policing visibility
SLA Agreement	Guarantees service levels
Public Outreach	Reduces fear and rumors
Local Office	Maintains accessibility
Officer Retention	Protects continuity
Financial Transparency	Builds political and public support
Event Coverage	Supports town traditions

Purcellville Law Enforcement Transition: Frequently Asked Questions

Why is Purcellville considering a transition to the Loudoun County Sheriff's Office?

Purcellville's goal is to provide the highest quality law enforcement services while being responsible stewards of taxpayer dollars.

Transitioning to the Sheriff's Office would deliver **enhanced services, broader resources, and substantial cost savings**, without compromising the safety and character of our community.

Will Purcellville still have police officers dedicated to the town?

Yes. The Town would negotiate a contract ensuring a **dedicated team of deputies assigned exclusively to Purcellville**, providing full 24/7 coverage, just like today.

Will crime increase if the town disbands its police department?

No. Experience in other towns shows that transitioning to sheriff coverage **does not lead to an increase in crime**. In fact, towns like Loomis, CA and San Carlos, CA maintained **very low crime rates** after their transitions — and in some cases, crime dropped slightly thanks to expanded resources.

Will residents still see a strong police presence in town?

Yes. Sheriff's vehicles will be on patrol throughout town, and deputies would be a **visible and active presence** at community events, schools, and downtown activities.

How would this improve service?

Partnering with the Sheriff's Office provides Purcellville with:

- **Access to specialized units** like K9, SWAT, crisis negotiation teams, and forensic investigators.
 - **Enhanced training and backup resources** beyond what a small-town department can typically maintain.
 - **Better coverage** during major emergencies and events.
-

What are the financial benefits?

Transitioning to the Sheriff's Office would create **significant annual savings**, potentially **hundreds of thousands of dollars** each year.

These funds could be reinvested into:

- Lower taxes
 - Utility enhancements
 - Community services
-

Will residents still have a local police station?

Yes. The Town would maintain a **local public safety office** for reports, community engagement, and non-emergency services at Town Hall — ensuring Purcellville remains a connected and service-driven town.

In addition, the former Pullen House property can be gifted to the County Sheriff to be converted to a substation.

What happens to our current Purcellville police officers?

Officers would have the opportunity to **transition into roles with the Loudoun County Sheriff's Office**, preserving familiarity, relationships, and valuable community knowledge.

What are the next steps?

If the Town Council moves forward:

- Detailed service agreements would be negotiated publicly.
 - Staffing levels, costs, and service commitments would be transparently defined.
 - The transition will be carefully planned through discussion and negotiation with Loudoun County.
 - Residents would have multiple opportunities to provide input and stay informed.
-

The Bottom Line:

This is an opportunity for Purcellville to **modernize public safety, strengthen service, and protect taxpayer interests** — while keeping the heart of our community strong, safe, and connected.

Purcellville Law Enforcement Transition: Key Points

1. Dedicated Protection, Broader Resources

- Purcellville will have **dedicated deputies assigned exclusively** to the town.
 - We'll also gain **full access** to Sheriff's specialized units (K9, SWAT, crisis response, investigations) that small-town departments can't maintain alone.
-

2. Safety Maintained, Savings Created

- Towns like Loomis and San Carlos, and hundreds of other communities kept their **low crime rates** after transitioning.
 - Purcellville can **enhance services and save hundreds of thousands of dollars** every year — funds we can reinvest directly into tax stabilization and community infrastructure priorities.
-

3. Keeping Our Local Identity

- We'll maintain a **local public safety office** in town for easy access and a strong community connection.
-

4. Smart, Responsible Leadership

- This transition is about **modernizing public safety**, protecting taxpayers, and ensuring Purcellville remains **one of the safest towns in Virginia** for generations to come.
-

Purcellville Police Transition: Top 5 FAQs

1. Will this transition make Purcellville less safe?

No. Dedicated Loudoun Sheriff's deputies will patrol exclusively within Purcellville — just like today. Towns that transitioned (like Loomis, CA) saw **no rise in crime** and kept excellent response times.

2. Why change when we already have a good Police Department?

This is about **enhancing** service, **expanding** resources, and **future-proofing** our town. Partnering with the Sheriff gives us access to **specialized units** (K9, SWAT, crisis teams, detectives) that small departments cannot maintain — **without sacrificing the hometown service** residents expect.

3. How does this affect property taxes and town finances?

The Town will **reduce over \$3 million in expenses**, allowing us to **lower property taxes** while maintaining full police protection.

Important context:

- The **County is already the #1 employer and property owner** in Purcellville, controlling **over \$150 million in tax-exempt buildings** including **five schools**.
- Meanwhile, residents and businesses pay **taxes to both the Town and the County**.
- Sheriff's deputies already **patrol County-owned properties inside town limits** and **staff our schools** — so we're already funding protection for County properties.

This transition **aligns services with reality** — and puts our residents first.

4. Won't the Town lose its local police "feel"?

No. The Town will require:

- **Dedicated, named deputies** for Purcellville.
- A **local public safety station office** in town for walk-ins, records, and face-to-face service.

Residents will **still know and recognize** their officers — the badge may change, but the relationship won't.

5. Is this just about saving money?

It's about **being smarter with our money** while **enhancing safety and service**. Savings let us:

- **Lower taxes,**

- **Invest in utility infrastructure**, and
 - **Strengthen Purcellville's financial future** — all while keeping our town one of the safest in Virginia.
-

Quick Facts:

- Loudoun Sheriff already protects parts of Purcellville every day — this is **streamlining**, not sacrificing.
 - The Sheriff's Office is one of the **highest-rated** law enforcement agencies in Virginia.
 - With a **clear Service Agreement**, Purcellville controls service expectations, coverage levels, and community policing standards — **we are not "giving up" control**.
-

Purcellville Law Enforcement Transition – Closing Argument

At the end of the day, this decision is about leadership.

It's about strengthening public safety, respecting our taxpayers, and making sure Purcellville thrives for generations to come.

We are not losing a police force — we are gaining expanded protection, specialized resources, and a dedicated team of deputies who will wear our town's name with pride.

We are finally aligning the reality that the County is our largest landowner and employer, and that their deputies are already protecting our schools, our public buildings, and our neighborhoods.

This transition will save our community millions, lower taxes, and still deliver the responsive, hometown policing that Purcellville deserves.

It is smart. It is fair. It is forward-thinking.
And it's time.

Proposed Purcellville Law Enforcement Transition Timeline

Phase 1: Council Approval and Service Agreement (Months 0–2)

- **Council votes to transition** to the Loudoun County Sheriff's Office (LCSO).
 - **Negotiate and finalize the Service Agreement**, specifying:
 - Ordinance gap analysis and enforcement dispositioning
 - Community policing standards
 - Number of dedicated deputies
 - Public safety office presence in Town
 - Performance metrics and reporting requirements
-

Phase 2: Staffing and Onboarding (Months 2–6)

- Sheriff's Office **begins recruiting** (including offering transition opportunities for existing Purcellville officers).
 - **Identify deputies assigned to Purcellville** and begin community familiarization.
 - **Order and outfit** patrol vehicles with Purcellville-specific markings.
 - **Prepare public safety station** in existing Station and transition to Town Hall for walk-in services.
-

Phase 3: Public Communication and Outreach (Months 4–7)

- **Community meetings** introducing the assigned deputies.
 - **School visits, business walk-arounds**, and public events to build trust and familiarity.
 - Launch **online portal** for residents to submit feedback and track transition progress.
-

Phase 4: Operational Readiness (Month 8-12)

- Conduct **joint patrols** with Purcellville Police and Sheriff's deputies for **30 days** to ensure smooth handoff.
 - **Finalize records transfer**, equipment handover, and systems alignment.
-

Phase 5: Full Transition Go-Live (Month 12)

- **Officially retire the Purcellville Police Department.**
 - **LCSO fully assumes responsibility** for law enforcement operations within the Town under the Service Agreement.
-

Phase 6: Post-Transition Review and Adjustment (Months 12–14)

- **30-day, 90-day, and 6-month performance reviews** between Town staff and LCSO leadership.
 - **Public updates** shared transparently on service levels, response times, and resident feedback.
 - **Adjust staffing or service levels** if needed based on real-world experience.
-

Key Principles Throughout the Transition:

- **Transparency** — Regular updates to the public at every phase.
 - **Continuity** — No interruption in law enforcement coverage at any time.
 - **Community Connection** — Dedicated deputies stay visible and involved in Town life.
 - **Control** — Purcellville sets expectations through a binding Service Agreement, ensuring a customized level of service.
-

Purcellville Police Transition Journey



Mayor
Christopher Bertaut

Council
Susan Khalil
Carol Luke
Ben Nett
Erin Rayner
Caleb J. Stought
Kevin B. Wright



Town Manager
Kwasi Fraser
Assistant Town Manager
Diana Hays

221 S. Nursery Avenue
Purcellville, VA 20132
www.purcellvilleva.gov

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

ORDINANCE NO. 25-04-02

**PRESENTED:
ADOPTED:**

April 22, 2025

AN ORDINANCE: TO DISBAND THE PURCELLVILLE POLICE DEPARTMENT, REPEAL CHAPTER 42 OF TOWN CODE, AND TRANSFER GENERAL LAW ENFORCEMENT AUTHORITY FOR THE TOWN TO THE LOUDOUN COUNTY SHERIFF

WHEREAS, the Town of Purcellville has for decades, as authorized by Virginia Code § 15.2-1701, maintained a Town Police Department; and

WHEREAS, the authority for, and provisions governing, the Purcellville Police Department are codified in Chapter 42 of the Town Code; and

WHEREAS, the Town Council, at a regular meeting on April 8, 2025, directed that staff prepare a draft ordinance rescinding Chapter 42 of the Town Code effective July 1, 2025; and

WHEREAS, in the absence of a Town police department, general state and local law enforcement responsibility for the Town will revert to Loudoun County Sheriff pursuant to Virginia Code § 15.2-1609;

NOW, THEREFORE, BE IT ORDAINED by the Purcellville Town Council:

Section 1: Chapter 42 of the Purcellville Town Code comprising sections 42-01 through 42-107 shall be, and hereby is, rescinded, deleted and removed from the Town Code, effective as of July 1, 2025.

Section 2: The Town Manager shall, immediately upon passage of this ordinance, formulate a plan for presentation to Town Council at an agreed-upon point prior to July 1, 2025 a plan for shutting down the Purcellville Police Department, effective July 1, 2025, including but not limited to transferring Town law enforcement responsibility to the Loudoun County Sheriff; addressing human resources issues for affected employees; disposition of the assets and records of the Purcellville Police Department in accordance with the Library of Virginia; and addressing pending legal matters involving police department employees.

AN ORDINANCE:

TO DISBAND THE PURCELLVILLE POLICE DEPARTMENT, REPEAL CHAPTER 42 OF TOWN CODE, AND TRANSFER GENERAL LAW ENFORCEMENT AUTHORITY FOR THE TOWN TO THE LOUDOUN COUNTY SHERIFF

PASSED THIS ____ DAY OF APRIL 2025.

Christopher Bertaut, Mayor

ATTEST:

Kimberly Bandy, Town Clerk

DRAFT

LEASE AGREEMENT

THIS LEASE, made this 1st day of May 2021, between LRG-125 Hirst Road, LLC, a Virginia limited liability company ("Landlord"), and the Town of Purcellville, a municipal corporation, ("Tenant"), provides:

THAT for and in consideration of the mutual agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Leased Premises. The Landlord hereby lets, grants, demises and leases unto the Tenant, and the Tenant hereby leases and takes from the Landlord, for the term and upon the conditions hereinafter set forth, a portion of the property located at 125 Hirst Road, Purcellville, Virginia ("**Property**"), with such leased portion containing approximately 6,312 square feet of space and further identified as First Floor Units 5A&B, 6A&B, 7A&B, and 8A&B and Second Floor Unit 8C ("Leased Premises").

2. Term. The term of this Lease shall commence as of May 1, 2021 and expires April 30, 2026 ("Original Lease Term").

3. Renewal Option. Tenant may extend the term of this Lease on the same terms and conditions as in effect just before the end of the Original Lease Term, for up to five years, by providing written notice to Landlord no later than 90 days prior to the end of the Original Lease Term, with the sf price to be negotiated but not to exceed 5% annum increase over the sf rate in effect at the end of the Original Lease Term.

4. Deposit. Landlord shall retain the security deposit of \$4,766 ("**Deposit**") and take no additional security deposit. Upon termination of this Lease, the Deposit shall be refunded to the Tenant within (30) days of Tenant's vacation of the Leased Premises, with interest, less any deductions properly chargeable against the Deposit, together with a written itemization of any such deductions made and withheld by the Landlord. Tenant shall be given an opportunity to remedy any item which Landlord may deem as chargeable against the Deposit. In the event the Landlord sells the property, the Deposit shall be transferred to the new owner(s).

4(a). Deposit Interest. Interest on Deposit shall be calculated at 0.30% interest and 0.30% APY based on the June 2, 2016, John Marshall Bank Deposit Account Rate Sheet for Money Market Accounts with a balance of \$2,500.01 - \$25,000.

5. Use of Leased Premises. The Tenant may use the Leased Premises for government and institutional uses, to include office space and related accessory uses for law enforcement activity.

6. Rent. For the period from May 1, 2021, to April 30, 2026, the Tenant shall pay the Landlord monthly installments as listed below:

	Annual Rent	Monthly Installments
5/1/2021 – 4/30/2022	\$123,084.00	\$10,257.00
5/1/2022 – 4/30/2023	\$128,007.36	\$10,667.28
5/1/2023 – 4/30/2024	\$133,127.65	\$11,093.97
5/1/2024 – 4/30/2025	\$138,452.76	\$11,537.73
5/1/2025 – 4/30/2026	\$143,990.87	\$11,999.24

Rent shall be payable to LRG-125 Hirst Road LLC, at 125 Hirst Road, Suite 3C Purcellville, VA 20132. All monthly rent installments are due on the first day of every month.

7. Landlord-Provided Considerations. Landlord will provide considerations at no cost to the Tenant as described in Exhibit B.

8. Late Rent. In the event that monthly rent is not paid within five (5) days of the date stated above, the Tenant agrees to pay a single late payment penalty of \$100.00.

9. Personal Property. All personal property in the Leased Premises shall be and shall remain at the sole risk of the Tenant, and the Landlord shall not be liable for any damage to any other persons or from any other cause whatsoever, except as otherwise provided in this Lease.

10. Destruction by Casualty. The Landlord shall maintain hazard insurance with respect to the Leased Premises. In the event of damage to the Leased Premises by fire or other casualty, but the Leased Premises remains tenantable, the Landlord shall promptly repair the same. If the Leased Premises, or any part thereof, is damaged by fire or other casualty to such an extent as to be rendered untenable, this Lease shall terminate as of the date of such damage at the option of either the Landlord or the Tenant.

11. Injury to Persons or Property and Insurance by the Tenant. The Tenant agrees to maintain public liability insurance on the Leased Premises with combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) for bodily injury and property damage coverage and FIVE MILLION DOLLARS (\$5,000,000.00) in excess liability coverage.

12. Condemnation. If all or any part of the Leased Premises shall be taken for any public use pursuant to an exercise of the power of eminent domain, or by purchase in lieu thereof by a public body vested with such power of eminent domain, upon the taking of

possession by such public body of all or any part of the Leased Premises, this Lease and all rights of the Tenant and the Landlord hereunder shall immediately and automatically terminate and the Landlord shall not be liable for any inconvenience or damage to the Tenant caused thereby.

13. Assignment and Subleasing. The Tenant agrees that the Tenant will not transfer or assign this Lease, or let or sublet the whole or any part of the Leased Premises, without the prior written consent of the Landlord, which consent will be granted or denied by the Landlord within 60 days of such request. Any assignment or sublease approved by the Landlord shall not in any way relieve Tenant from the obligations contained in this Lease. The Landlord may assign any or all of Landlord's rights under this Lease at any time and without the necessity of obtaining any prior consent of the Tenant, provided, however that Landlord shall notify Tenant of any such transfer or assignment at least sixty (60) days prior to the effective date of such transfer or assignment.

14. Quiet Possession. The Landlord covenants that the Tenant shall have the quiet possession and enjoyment of the Leased Premises. The Landlord acknowledges that the Tenant is using the Leased Premises as a station for all law enforcement purposes, with such station occupied twenty-four hours per day, seven days per week. The Tenant shall conduct himself and require other persons on the premises with his consent, as reasonably possible, whether known by the Tenant or not, to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of their premises, and the Tenant further covenants and agrees that he will not permit said premises to be used for an improper, illegal, or immoral purpose, nor will he use, permit, or suffer the same to be used by any person or persons in any offensive, illegal or improper manner.

15. Inspection and Condition of the Leased Premises. The Tenant agrees: to keep the Leased Premises as clean and sanitary as the conditions of the premises permits; to dispose from the premises all rubbish, garbage and other organic or flammable waste in a clean safe and sanitary manner; and to properly use and operate all electrical, gas, plumbing and heating fixtures and appliances. The Tenant shall be responsible for all repairs required for damages caused by the negligent or intentional acts of the Tenant or its employees, and the Tenant shall pay the Landlord for the cost of any such required repairs immediately upon presentation of the bill to the Tenant by the Landlord. If such bill is not immediately paid, it shall be added to and deemed to be additional rent due owing for the following month. The Tenant shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises (including light fixtures, facilities and appliances) or permit any person to do so whether known by the Tenant or not, and Tenant shall be responsible for any damage caused by his failure to comply with this requirement.

16. Landlord's Obligations. Landlord will fully pay for capital costs to include: (i) all costs of a capital nature, including, but not limited to, capital improvements, capital repairs, capital replacements, capital equipment, and capital tools, which, under general accepted accounting principles consistently applied, are not regarded as operating or maintenance expenses (including but not limited to the cost of any rental or leased

equipment that if purchased would be a capital expenditure); (ii) the cost of the acquisition of and debt service on the Property, (iii) any construction on the Property, whether original construction or in connection with any replacement or expansion of the existing building; and (iv) all costs incurred by Landlord for structural repairs, major repairs to building systems, or latent building construction defects. Further, Landlord will pay as follows:

16(a). Electrical Energy. Landlord shall be responsible for ensuring electrical service is available to the Leased Premises and common areas. The Tenant shall be responsible for payment to Dominion Virginia Power for electrical energy used by the Leased Premises (which is currently separately metered and charged), and the Landlord shall be responsible for payment to Dominion Virginia Power for electrical energy used by the remainder of the building and by the common spaces (such as exterior lighting). Landlord will replace and maintain all electrical, including all lighting bulbs, tubes, ballasts and starters within the Leased Premises (except for lighting bulbs which Tenant will replace), the base building, and common space.

16(b). Heating, Ventilation and Air Conditioning. Landlord shall be responsible for regular HVAC maintenance and for paying all costs associated with the HVAC equipment, systems, and facilities that serve the base building, the Leased Premises, and the common area.

16(c). Water and Sewer. Landlord shall supply and pay for hot and cold water from the base building outlets. Tenant shall pay for water used by the Leased Premises, to the extent the water is separately metered at and charged to the Leased Premises.

16(d). Real Estate Taxes. Landlord shall be responsible for the payment of real estate taxes assessed against the Leased Premises. The Tenant shall be responsible for the payment of all personal property taxes.

16(e). Generator Maintenance. Landlord shall be responsible for maintenance and paying all costs associated with the building generator.

16(f). Lawn, Landscaping, and Snow. Landlord shall be responsible for payment for lawn, landscaping, and snow removal costs. Snow removal will occur within 2 hours of 2+ inches falling. The Landlord gives permission to the Tenant to conduct snow removal operations, at Tenant's sole expense, upon the Landlord's common area associated with the Leased Premises so as to permit ingress and egress to the Leased Premises in an emergency situation as determined by the Tenant.

16(g). Property and Liability Insurance. Landlord shall be responsible for property insurance on the Building in an amount not less than the full insurable replacement cost of the Building insuring against loss or damage by the and such other risks as are covered by the current ISO Special Form policy. Landlord, at its option, may obtain such additional coverages or endorsements as Landlord deems appropriate or necessary, including, without limitation, insurance covering foundation, grading, excavation and debris removal costs;

business income and rent loss insurance; boiler and machinery insurance; ordinance or laws coverage; earthquake insurance; flood insurance; and other coverages. Landlord may maintain such insurance in whole or in part under blanket policies. Such insurance will not cover or be applicable to any personal property or trade fixtures of Tenant within the Premises or otherwise located at the Property or any other such property (including that of third parties) in Tenant's care, custody or control at the Property. Landlord shall be responsible for Commercial general liability insurance against claims for bodily injury, personal injury, and property damage occurring at the Property in such amounts as Landlord deems necessary or appropriate. Such liability insurance will protect only Landlord and, at Landlord's option, Landlord's lender and some or all of the Landlord Parties, and does not replace or supplement the liability insurance this Lease obligates Tenant to carry.

16(h). Other Maintenance. Landlord shall be responsible for other necessary maintenance and paying all costs associated with such maintenance of the building. The term "maintenance" does not include "replacement" of or "expansion" of any equipment or portion of the building, including the roof.

17. Tenant's Obligations. Tenant is solely responsible for paying directly to the applicable utility companies, prior to delinquency, all electric and water utilities that are separately metered or separately charged utilities, if any, to the Leased Premises. Tenant will also obtain and pay for all other utilities and services Tenant requires with respect to the Leased Premises that are not provided by Landlord under this Agreement (including, but not limited to, hook-up and connection charges).

18. Maintenance. The Tenant shall take reasonable care of the interior of the Leased Premises and the fixtures located within the Leased Premises. The Landlord shall maintain the Property in good order and repair, including (a) the roof, (b) the building structure, (c) all exterior portions of the Building inclusive of doors and windows, and (d) all common infrastructure and pipes including plumbing, HVAC ducts, sanitary sewer and water lines, facilities, grounds, sidewalks, parking areas, and common areas.

19. Tenant Installation and Removal of Fixtures and Improvements. The Tenant may make improvements to the Leased Premises so that the space can be used as a police station. Tenant agrees that all such work shall be done at Tenant's sole cost and expense and in a good and workmanlike manner, that the structural integrity of the Property shall not be impaired, and that no liens shall attach to all or any part of the Leased Premises or the Property by reason thereof. Prior to contracting for or making such improvements, Tenant shall provide Landlord with a written description of the planned improvements, and, recognizing that time is of the essence for the installation of such improvements, Landlord shall have 10 calendar days to raise questions or objections about the impact of the planned improvements on the Landlord's building or on the ability of the Landlord to lease the space to another party once the Lease terminates. Tenant may proceed with all improvements not timely identified by the Landlord as an improvement about which there is a question or an objection. As to improvements about which the Landlord has raised a timely question or objection, the Tenant will respond promptly and the parties will diligently work together to resolve any issues relating to the impact of those specific improvements on either the Landlord's building or on

the Landlord's ability to lease the Leased Premises to another party once the Lease terminates, and the parties shall reach agreement during this time as to whether each such improvement shall be removable by the Tenant at the termination of the Lease, understanding that the improvements are intended to be removable by the Tenant unless they will cause harm to the structural integrity of the building or would require Landlord to incur additional expenses outside those typically incurred when changing tenants that cannot be reasonably remedied through repairs performed by the Tenant. Tenant shall repair at its sole cost and expense all damage caused to the Premises or the Property by the removal of any fixtures or improvements that Tenant is required to remove. Landlord may remove any fixtures or improvements that Tenant is required but fails to remove at the end of the Term and Tenant shall pay to Landlord the reasonable cost of removal. The planned improvements may include, but shall not be limited to, showers, lockers, ballistic glass, special improvements for the storage of firearms and evidence, signage, interior furnishings, and technology components related to: computer network, phone network, security access systems (including, but not limited to security access readers, hardware panels, and other equipment paid for by the Tenant), and surveillance equipment, all of which the Tenant may remove upon termination of the Lease so long as any damage caused by such removal is repaired by Tenant at its sole expense to a commercially reasonable standard acceptable to Landlord.

20. Fire Suppression System. The building includes a fire suppression system. If for any reason the tenant desires to add or delete fire suppression heads for the Tenant's use, the change shall be at the Tenant's expense, only with prior written permission of Landlord, and Landlord shall not be responsible for such costs.

21. Notice of Defects or Malfunction. Tenant shall give Landlord prompt notice of any known defect, breakage, malfunction or damage to or in the structure, equipment or fixtures in or on said Leased Premises. The Landlord shall be responsible for prompt maintenance and repair of these items except as provided for otherwise in this Lease Agreement.

22. Liens Upon Property. The Tenant has no authority to incur any debt or to make any charge against the Landlord or assign or create any lien upon said leased property for any work or materials furnished the same.

23. Landlord Access to the Leased Premises. The Landlord agrees that the Leased Premises shall be used for and by the Tenant for law enforcement purposes and that such use may create the need for additional security of the Leased Premises. Accordingly, in the event that the Landlord desires to enter the Leased Premises for the purpose of inspection or showing the premises to prospective tenants or purchasers or for conducting maintenance or making necessary repairs, the Landlord shall provide one (1) day's notice to the Chief of Police or their designated representative and receive authorization from the same to enter. In case of an emergency only, the Landlord, or their designated representative, shall make a reasonable effort to provide notice to the Chief of Police or their designated representative prior to entry of the Leased Premises; however, the Landlord or their designated representative may enter the unit without consent of Tenant. During the last thirty (30) days of this lease or

any renewal period, the Landlord or its representatives may enter the premises at reasonable times and upon reasonable notice in order to make repairs or decorate for any incoming tenant.

24. Holdover/Option. Upon termination of this Lease, the Tenant shall deliver possession of the Leased Premises to the Landlord together with a written instrument evidencing such termination and delivery of possession. Any holding over after the expiration hereof, with the consent of the Landlord, shall be construed as a tenancy from month to month in accordance with the terms of this Lease, as applicable.

25. The Tenant's Covenants. The Tenant covenants and agrees (a) to pay all charges payable hereunder, (b) not to permit any lien to be filed against the Leased Premises on account of nonpayment of amounts payable with respect to labor or materials furnished in connection with any repairs, modifications or additions to the Leased Premises, or otherwise arising out of any action taken by Tenant with respect to the Leased Premises, and, should any lien of any nature be filed against the Leased Premises as a result of the actions or inactions of the Tenant, to cause said lien to be released and removed by substitution of collateral, posting of bond or other appropriate action within thirty (90) days of its filing, (c) to comply with all laws, ordinances, rules and regulations applicable to the occupancy and use of the Leased Premises (d) to maintain the Leased Premises in at least as good condition as the Leased Premises were when the Tenant took possession thereof with the exception of normal wear and tear, (e) not to deliberately or negligently alter, destroy, deface, damage or impair any part of the Leased Premises nor permit any other person to do so, (f) to give to the Landlord prompt notice of any such damage to the Leased Premises.

26. Intentionally Omitted.

27. Rights of the Landlord upon Default. The Tenant agrees that any of the following shall be deemed a default by the Tenant and a breach of this Lease: (a) a default in the payment of any payment due from Tenant, (b) a default by the Tenant in the performance of any other provision, covenant or condition of this Lease and (c) any abandonment, desertion or vacation of the Leased Premises by the Tenant. Any notice of default must be mailed as described in Section 28 and also personally delivered to the Town Manager. In the event of any such default by the Tenant and the failure of the Tenant to cure such default within twenty (20) days after receipt of such written notice thereof, the Landlord and the Landlord's agents shall have the right to reenter and resume possession of the Leased Premises and terminate this Lease. No such entry or reletting shall deprive the Landlord of any other right, action or proceeding for possession or damage by statute or otherwise provided at law or in equity.

28. Notice. Any notice provided for or permitted by this Lease must be given in writing by registered or certified United States mail, postage prepaid, return receipt requested, addressed to, if the Town: Town Manager, Town of Purcellville, 221 South Nursery Avenue, Purcellville, Virginia 20132, and if to the Landlord: Joe Scanlan, LRG-125 Hirst Rd LLC, 125 E Hirst Rd, Suite 3C, Purcellville, Virginia 20132, and shall be deemed conclusively to have been given on the date of delivery.

29. Early Termination Option. The Landlord or Tenant may exercise their option to terminate this lease prior to April 30, 2026, for any reason. This lease shall terminate by operation of its terms, without any notice required, on April 30, 2026. If such Early Termination Option is exercised, notice must be given in writing at least 365 days prior to the early termination date.

30. Waiver. No failure of the Landlord or Tenant to enforce any term of this agreement shall be deemed a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of the Landlord's right to the full amount thereof.

31. Subordination and Attornment. This Lease shall be subject and subordinate at all times, to the lien of the mortgages now or hereafter on the Leased Premises and to all advances made or hereafter to be made upon the security thereof, and subject and subordinate to the lien of any mortgage or mortgages which at any time may be made a lien upon the Leased Premises, provided, however, that anyone who forecloses such a lien or purchases from someone who forecloses such a lien shall recognize this Lease and Tenant's right to possess the Property under this Lease and shall provide the Tenant notice of the intent to terminate this Lease at least 180 days' prior to actual Lease termination. The TENANT will execute and deliver such further instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by any mortgagee or proposed mortgagee. The TENANT hereby appoints the LANDLORD the attorney-in-fact of the TENANT, irrevocably, to execute and deliver any such instrument or instruments for the TENANT.

If any holder of any mortgage, indenture, deed of trust, or other similar instrument described above succeeds to LANDLORD's interest in the Leased Premises, TENANT will pay to it Rents subsequently payable under this Lease. TENANT will, upon request of anyone so succeeding to the interest of LANDLORD, automatically become the TENANT of, and attorn to, the successor in interest without change in this Lease, provided that such successor will become the LANDLORD of the TENANT under this Lease and either party can terminate this Lease with 180 days' notice. The successor in interest will not be bound by (1) any amendment or modification of this Lease made without its written consent, (2) any claim against LANDLORD arising prior to the date on which the successor succeeded to LANDLORD's interest, or (3) any claim or offset of Rent against the LANDLORD. Upon request by the successor in interest and without cost to LANDLORD or the successor in interest, TENANT will execute, acknowledge, and deliver an instrument or instruments confirming the attornment. The instrument of attornment will also provide that the successor in interest will not disturb TENANT in its use of the Leased Premises in accordance with this Lease. If TENANT fails or refuses to execute, acknowledge, and deliver the instrument within twenty (20) days after written demand, the successor in interest will be entitled to execute, acknowledge and deliver the document on behalf of TENANT as TENANT's attorney-in-fact. TENANT constitutes and irrevocably appoints the successor in interest as TENANT's attorney-in-fact to execute, acknowledge, and deliver on behalf of TENANT any document described in this paragraph.

If ownership of the Property should change under any circumstances, the Lease shall

remain in effect as to the new owner.

32. Outside Signs. Tenant may affix signs to the outside of the building only with prior written permission of the Landlord.

33. Common Areas. All automobile parking areas, driveways, entrances and exits thereto, pedestrian sidewalks, entrances and other facilities furnished by the Landlord shall be considered common areas.

34. Parking. Landlord shall provide parking in accordance with the Purcellville Zoning Ordinance and in keeping with agreements provided in Exhibit B.

35. Laws. Tenant agrees to comply with all Federal, State and local laws and regulations concerning the use and occupancy of the premises.

36. Mutual Covenants. This Lease constitutes the entire agreement between the parties and may not be modified except by written instrument executed by all of the parties hereto. This Lease shall be construed, interpreted and applied according to the laws of the Commonwealth of Virginia, and shall be binding upon and inure to the benefit of the heirs, representatives, successors, permitted sub lessee and assigns of the parties.

WITNESS the following signatures.

LANDLORD:
LRG-125 HIRST RD LLC

BY: 
Joe Scanlan, Vice President

TENANT:
TOWN OF PURCELLVILLE

BY: 
David A. Mekarski, AICP
Town Manager

EXHIBIT A - DEMISED PREMISES**FLOOR PLAN/SITE PLAN SPACE DESCRIPTION**

The Premises that are the subject of this Lease are identified as Unit 5 A&B, Unit 6 A&B, Unit 7 A&B, Unit 8 A&B, 1st floor and Unit 8C, 2nd floor in a building located at 125 Hirst Road, Purcellville, Virginia.

EXHIBIT B – LANDLORD-PROVIDED CONSIDERATIONS

The following list of considerations shall be provided by the landlord at no cost to the tenant:

- CCTV coverage over the exterior of the building.
- Parking signage or designation for tenant employees and visitors will be provided with twenty-six (26) contiguous parking spaces (which may be split between front and rear of building) and also provided near the entrances to Leased Premises.



STAFF REPORT
DISCUSSION/INFORMATIONAL ITEM

Item # 11.b

SUBJECT: Review and Decision on Utility Rate Model for FY26 Budget (Council)
(pg.116)

DATE OF MEETING: April 22, 2025

STAFF CONTACTS:

ATTACHMENT(S):

1. [Summary of Utility rate models 4.18.25.pdf](#)
2. [FY26_Budget Changes Fund Profiles 4.22.25 Final v2.pdf](#)
3. [Stantec FY26 utility_rate_modeling 4.18.25.pdf](#)

Stantec Rate Models

4/18/2025

Assumptions: 2% MT growth, Usage <1.5> & <1>, CIP new loans in FY27, FY29

Water	26	27	28	29	30	31	32	33	34	35	Cash	Bill Amt FY26	Bill Amt FY28	Bill Amt FY30
B- 3 Yr MT (JIT)	0	0	20	25	30	25	6	6	2	2	Bet 75-100%	91.07	109.31	177.63
B2- 3 Yr MT (Level)	13	13	13	13	13	13	12	12	12	12	Bet 75-100%	102.92	131.43	167.83
G- TC <9%>, 83% MT, no WLRC (JIT)	-9	0	8	25	25	35	10	0	0	0	Bet 75-100%	82.86	89.49	139.88
G2- TC, 83% MT, no WLRC (Level)	8.5	8.5	8.5	8.5	8.5	8.5	8.5	8.5	8.5	8.5	Bet 75-100%	98.85	116.37	137.06
G3- TC, 50% MT, no WLRC (Level)	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	Bet 75-100%	100.67	122.89	150.09
H- TC <9%>, 83% MT, + WLRC (JIT)	-9	0	0	20	27	26	14	0	0	0	Bet 75-100%	82.86	82.86	126.24
H2- TC 83% MT, + WLRC (Level)	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	Bet 75-100%	96.96	109.98	124.72
H3- TC 50% MT, + WLRC (Level)	8.5	8.5	8.5	8.5	8.5	8.5	8.5	8.5	8.5	8.5	Bet 75-100%	98.85	116.37	137.06

Prior Models - Water												Bill Amt FY30	Bill Amt FY35
A- Prev Prop Rates	16	14	12	9	8	7	7	7	3	3	Cash <75% in 31; insolvent in 34	158.70	206.26
B- 3 Yr MT Transfer (KW)	0	0	20	25	30	25	6	6	2	2	Cash never drops below <75%	177.63	259.59
C- Recur MT Transfer	0	0	12	20	25	25	11	7	2	2	Cash never drops below <75%	152.98	236.27
D- Recur MT, Proposed WLRC (KF)	0	0	0	15	25	27	13	4	4	4	Cash never drops below <75%	130.91	211.24
E- Recur MT Transfer, +3% (ER)	3	3	3	3	3	3	3	3	3	3	Cash <75% in 30; insolvent in 31	105.58	122.42
F- Recur MT Trans, +3%, WLRC (ER, KF)	3	3	3	3	3	3	3	3	3	3	Cash <75% in 31; insolvent in 32	105.58	122.42

Sewer	26	27	28	29	30	31	32	33	34	35	Cash	Bill Amt FY26	Bill Amt FY28	Bill Amt FY30
B- 3 Yr MT (JIT)	0	15	15	15	8	3	3	3	3	3	Bet 75-100%	192.59	254.67	316.29
B2- 3 Yr MT (Level)	8	8	8	8	8	8	8	8	8	8	Bet 50-75%	207.97	242.6	282.99
G- TC <11%>, 83% MT, no WLRC (JIT)	-11	9	7	3	3	3	3	3	2	2	Bet 50-75%	171.37	199.81	212.03
G3- TC, 50% MT, no WLRC (Level)	5	5	5	5	5	5	5	5	5	5	Bet 50-75%	202.22	222.92	245.77
H- TC <11%>, 83% MT, + WLRC (JIT)	-11	5	3	2	2	2	2	2	2	2	Bet 50-75%	171.37	185.32	192.79
H3- TC 50% MT, + WLRC (Level)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	Bet 50-75%	199.34	213.55	228.76

Prior Models - Sewer												Bill Amt FY30	Bill Amt FY35
A- Prev Prop Rates	22	22	5	5	5	5	5	5	5	5	Cash <75% until 30 when stabilized	331.85	423.53
B- 3 Yr MT Transfer (KW)	0	15	15	15	8	3	3	3	3	3	Cash <75% until 30 when stabilized	316.29	366.66
C- Recur MT Transfer	0	15	10	2.5	2.5	2.5	2.5	2.5	2.5	2.5	Cash <75% until 29 when stabilized	255.92	289.64
D- Recur MT, Proposed WLRC (KF)	0	10	3	3	3	3	3	3	3	3	Cash <75% until 31 when stabilized	231.53	268.41
E- Recur MT Transfer, +3% (ER)	3	3	3	3	3	3	3	3	3	3	Cash <75% all years; insolvent in 34	223.19	258.72
F- Recur MT Trans, +3%, WLRC (ER, KF)	3	3	3	3	3	3	3	3	3	3	Cash <75% all years	223.19	258.72



FY26 Budget Changes

April 22, 2025

UPDATED FY26 FUND PROFILES

- ☐ Incorporates Council FY26 Budget Changes to date:
 - ☐ Reduce Real Estate Tax Rate to 19.2 cents (Reduce revenue by \$279K)
 - ☐ PCard Revenue Increase (\$8,239 GF; \$1,808 WF; \$947 WWF)
 - ☐ Eliminate Police Department- Reduce Expenditures \$3.3M and Revenues \$220K
 - ☐ Transfer 83% Meals Tax to Utility Funds (17% remains in GF for breakeven per TM; 29% WF; 54% WWF).
 - ☐ Personnel- Increase Employee Merit to 1-5%; Decrease Health Insurance per renewal rates.
 - ☐ Revised CIP as presented on 4/2/25.
- ☐ Revised Utility Rate Model Factors:
 - ☐ Stantec Models will show impact of FY26 decrease in Water user rates by <9%> and Wastewater user rates by <11%>
 - ☐ Stantec Models will show Water reserve targets of 100% and Wastewater reserve targets of 75%.

GENERAL FUND

- ❑ FY26 is Breakeven with \$2.9M (83%) meals tax transfer to utility funds.
- ❑ Cash is \$9.9M (72% of rev), \$5.8M above fiscal policy.

General Fund	FY25 Adopted	FY26 Proposed	FY26 Revised
Operating Revenue	13,884,023	14,270,501	13,779,844
Less: Operating Expense	(12,912,925)	(12,835,385)	(9,578,339)
Less: Debt Service	(1,279,270)	(1,275,674)	(1,275,674)
Less: Meals Tax Transfer	0	(1,758,613)	(2,925,831)
Surplus/(Deficit)	(308,172)	(1,599,171)	0
Unassigned Fund Balance	9,942,949	8,343,778	9,942,949
Less: Policy Target (30% rev)	(4,165,207)	(4,281,150)	(4,133,953)
Cash Available above policy	5,777,742	4,062,628	5,808,996

PARKS & REC FUND

❑ FY26 Surplus of \$31K

❑ Cash is \$173K

Park & Rec Fund	FY25 Adopted	FY26 Proposed	FY26 Revised
Operating Revenue	736,321	805,194	805,194
Less Operating Expense	(666,221)	(667,938)	(667,673)
Less Debt Service	(106,866)	(106,866)	(106,866)
Surplus/(Deficit)	(36,766)	30,390	30,655
Cash Available	142,304	172,694	172,959

WATER FUND

- ❑ FY26 Deficit of \$400K due to use of \$600K cash for CIP (Well 6F).
- ❑ Cash is \$3.9M (102% of exp), \$72K above fiscal policy.

Water Fund	FY25 Adopted	FY26 Proposed	FY26 Revised
Operating Revenue	3,225,263	3,223,169	2,990,977
Less: Operating Expense	(3,129,327)	(3,057,747)	(3,054,295)
Less: Debt Service	(533,086)	(760,337)	(760,337)
Plus: Meals Tax Transfer	0	615,515	1,024,041
Less: Cash CIP	0	0	(600,000)
Surplus/(Deficit)	(437,150)	20,600	(399,614)
Cash Balance	4,286,298	4,306,898	3,886,684
Less: Policy Target (100%)	3,662,413	3,818,084	3,814,632
Cash Available above policy	623,885	488,814	72,052

WASTEWATER FUND

- ❑ FY26 Deficit of \$1.5M due to use of \$1.6M cash for CIP (Screens).
- ❑ Cash is \$3.1M (54% of exp), \$1.4M below *New 75%* fiscal policy.

Wastewater Fund	FY25 Adopted	FY26 Proposed	FY26 Revised
Operating Revenue	4,428,144	4,427,438	3,993,885
Less: Operating Expense	(3,260,386)	(3,368,287)	(3,370,781)
Less: Debt Service	(2,251,237)	(2,440,405)	(2,440,405)
Plus: Meals Tax Transfer	0	1,143,098	1,901,790
Less: Cash CIP	0	0	(1,580,000)
Surplus/(Deficit)	(1,083,479)	(238,156)	(1,495,511)
Cash Balance	4,608,618	4,370,463	3,113,107
Less: Policy Target (<i>100%/75%</i>)	<i>5,511,623</i>	<i>5,808,692</i>	<i>4,358,390</i>
Less: Capital Reserve Fd Balance	(486,820)	(186,820)	(186,820)
Cash Available <i>below</i> policy	(1,389,825)	(1,625,049)	(1,432,103)

5 YEAR REVISED CIP

- ❑ Council reviewed the plan on Jan. 28. A revised plan was presented on Apr. 2 that focused resources on 3 critical utility projects.
- ❑ Anticipates new Utility loans of \$9.2M in FY27 & \$24.3M in FY29.

CIP Project	FY26 Proposed	FY27-30 Estimate*	5-Year Total	Funding Sources
General Fund (9 projects)	3,892,304	8,366,108	12,258,412	100% External Sources
Parks & Rec (3 projects)	0	765,036	765,036	Grants, Cash
Water Fund (12 projects)	1,180,000	27,414,000	28,594,000	Grants, Cash, Loan
Wastewater Fund (5 projects)	1,580,000	3,503,200	5,083,200	Grants, Cash, Loan
Total CIP	6,652,304	40,048,344	46,700,648	

LIST OF BUDGET CHANGES

Item	Change \$	
Balancing	(\$1,599,171)	
Recommended-Pcard	\$10,994	
Council 3/25: Equalized Rt	(\$278,686)	
Council 4/8: Usage rate reduction	(\$668,500)	
Council 4/8: PD	(\$220,210)	
Meals Tax	\$1,167,218	
TM for 4/2 mtg-CIP	(\$671,466)	
REVENUE-Total	(2,259,821)	
REVENUE-Operating	591,645	
REVENUE-CIP	(2,851,466)	
Balancing	\$502,696	
Council 4/8: PD Personnel	(\$2,764,024)	(\$3,258,617)
Council 4/8: PD Non-personnel	(\$494,593)	
Council 4/8: Merit	\$45,538	
Recommended-WC	(\$18,246)	
Recommended-Health Ins	(\$23,805)	
Recommended-Retiree Health Ins	(\$3,140)	
Meals Tax	\$1,167,218	
TM for 4/2 mtg-CIP	(\$671,466)	
EXPENSE-Total	(2,259,822)	
EXPENSE-Operating	591,644	
EXPENSE-CIP	(2,851,466)	

LIST OF BUDGET CHANGES – CIP

Fund	Source	Account #	Account Title	FY26 ITM	FY26 Budget	Change \$
				Proposed 3/19/2025	4/10/2025	
Water Fund - Capital Projects	31330000	399310	Transfer from Other Funds	\$0	\$600,000	\$600,000
Water Fund - Capital Projects	31330000	387000	Bond Proceeds	\$1,000,000	\$0	(\$1,000,000)
Water Fund	51350000	396501	Reserves-CIP	\$0	\$600,000	\$600,000
Water Fund	51990000	490310	Transfer to WF CIP	\$0	\$600,000	\$600,000
Water Fund - Capital Projects	31495510	408520	Million Gallon Tank Rehab-Constr	\$400,000	\$0	(\$400,000)
Water Fund - Capital Projects	31495460	408520	Well 6F WL-Construction	\$600,000	\$600,000	\$0
Wastewater Fund	52360000	396502	Reserves-CIP	\$0	\$1,580,000	\$1,580,000
Wastewater Fund	52990000	490320	Transfer to WWF CIP	\$0	\$1,580,000	\$1,580,000
Wastewater - Capital Projects	32340000	399320	Transfer from Other Funds	\$0	\$1,580,000	\$1,580,000
Wastewater - Capital Projects	32340000	387000	Transfer from Other Funds/Bond Proceeds	\$3,619,000	\$0	(\$3,619,000)
Wastewater - Capital Projects	32496200	408520	VIP Pump Station Upgr/Constru	\$53,000	\$0	(\$53,000)
Wastewater - Capital Projects	32496230	408520	Fine Screen-Constr	\$2,566,000	\$1,580,000	(\$986,000)
Wastewater - Capital Projects	32496150	408520	West End Pump Sta.Construction	\$1,000,000	\$0	(\$1,000,000)
Parks & Rec-Capital Projects	30530000	318990	County Project Funding	\$412,466	\$0	(\$412,466)
Parks & Rec-Capital Projects	30593030	408520	FF Warning Track-Constr	\$347,722	\$0	(\$347,722)
Parks & Rec-Capital Projects	30593060	408520	Renovation of Outfield Press Box-Constr	\$64,744	\$0	(\$64,744)
TOTAL						
REVENUE - TOTAL				\$5,031,466	\$4,360,000	(\$671,466)
EXPENDITURE - TOTAL				\$5,031,466	\$4,360,000	(\$671,466)
TOTAL (OP + CIP)				\$0	\$0	\$0
TOTAL BY FUND						
Water Fund				\$0	\$600,000	\$600,000
Wastewater Fund				\$0	\$1,580,000	\$1,580,000
Parks & Rec-Capital Projects				\$412,466	\$0	(\$412,466)
Water Fund - Capital Projects				\$1,000,000	\$600,000	(\$400,000)
Wastewater - Capital Projects				\$3,619,000	\$1,580,000	(\$2,039,000)



Town of Purcellville

FY 26 Utility Rate Modeling

April 18, 2025



Revenue Requirements

- Forecast of system operating expenditures
- Forecast of capital investments including existing debt obligations

Revenue Forecast

- Forecast of system demands and customer counts
- Development of revenue forecast with existing rates and fees

Evaluate Key Metrics

- Sufficiency of revenue to meet revenue requirements
- Ability to fall within range of reserve targets
- Meet debt service coverage requirements



Capital Costs

Debt Service

Operating Costs

- **Operating Reserve Target** – 9 Month Minimum Reserve Balance (75% of 12 Month Target)
- **Typical Single Family Usage** – 8,000 Gallons Bimonthly Usage
- **Meals Tax Growth** – Escalates 2.0% Annually
- **Future Usage** – Decreases by 1.5% annually through FY 2028, 1.0% annually thereafter
- **Borrowing Terms** – 30-year loan, 4.5% Interest
- **Revenues**
 - 1% increase in Water Rates = \$26,000 in Additional Water Revenue
 - 1% increase in Sewer Rates = \$39,500 in Additional Sewer Revenue



- **Revised Scenario** – Cash and grant funding near term projects
- **Water Future Borrowing**
 - \$5.15M issued in FY 2027
 - \$23.21M issued in FY 2029
 - Bond reimbursement of \$953.5K issued as part of FY 2027 loan reimbursing cash funding for Well 6F Water Line and Short Hill Wells projects
- **Sewer Future Borrowing**
 - \$4.03M issued in FY 2027
 - \$1.05M issued in FY 2029
 - Bond reimbursement of \$1.58M issued as part of FY 2027 loan reimbursing cash funding for Screen Replacement project

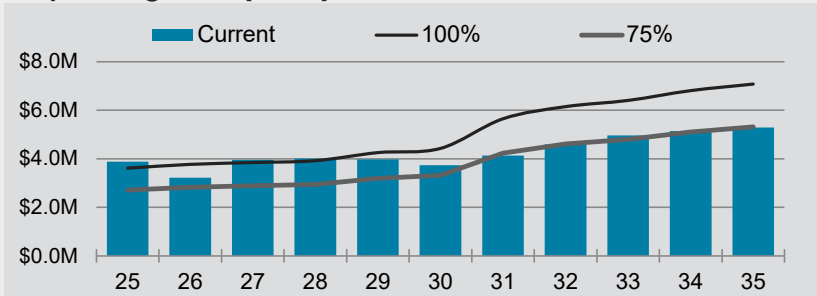


Water B: Results with 3 Year 50% Meals Tax Transfer

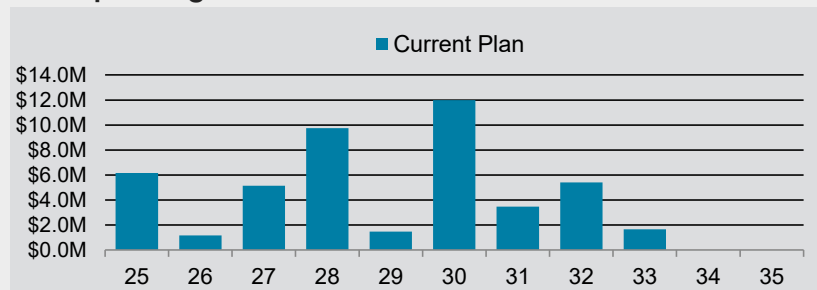
5

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035		
Water Fixed Rate Plan	16.00%	0.00%	0.00%	20.00%	25.00%	30.00%	25.00%	6.00%	6.00%	2.00%	2.00%		
Water Usage Rate Plan	16.00%	0.00%	0.00%	20.00%	25.00%	30.00%	25.00%	6.00%	6.00%	2.00%	2.00%		
Meals Tax (\$M)	0.00	0.62	0.63	0.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Meals Tax Growth	2.0%
Single Family Bi-Monthly Water Bill	\$91.07	\$91.07	\$91.07	\$109.31	\$136.64	\$177.63	\$222.04	\$235.37	\$249.47	\$254.48	\$259.59	CIP Scenario	Revised
Change in Bi-Monthly Bill		\$0.00	\$0.00	\$18.24	\$27.33	\$40.99	\$44.41	\$13.33	\$14.10	\$5.01	\$5.11	Meals Tax Scen	3 Year
Cost per Day	\$1.52	\$1.52	\$1.52	\$1.82	\$2.28	\$2.96	\$3.70	\$3.92	\$4.16	\$4.24	\$4.33	Addtl Dev	No
Change in Cost per Day		\$0.00	\$0.00	\$0.30	\$0.46	\$0.68	\$0.74	\$0.22	\$0.24	\$0.08	\$0.09	Check	-

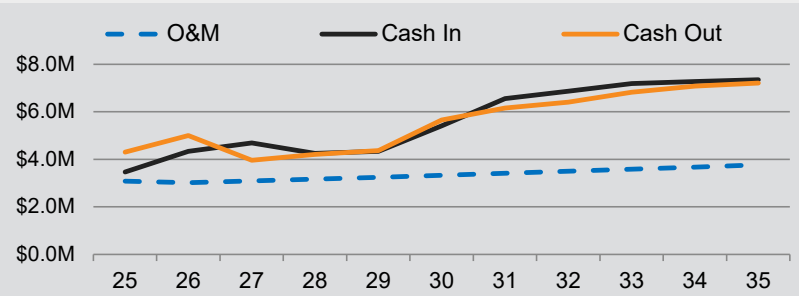
Operating Fund (Cash)



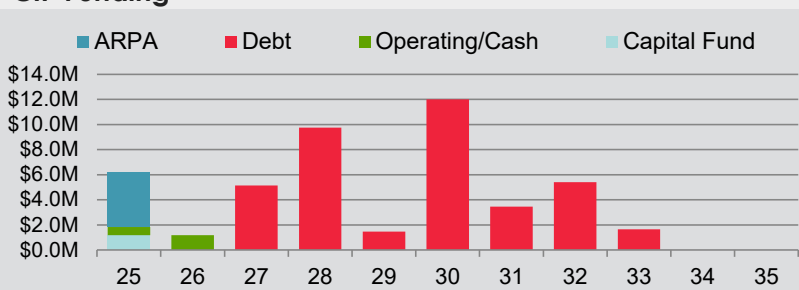
CIP Spending



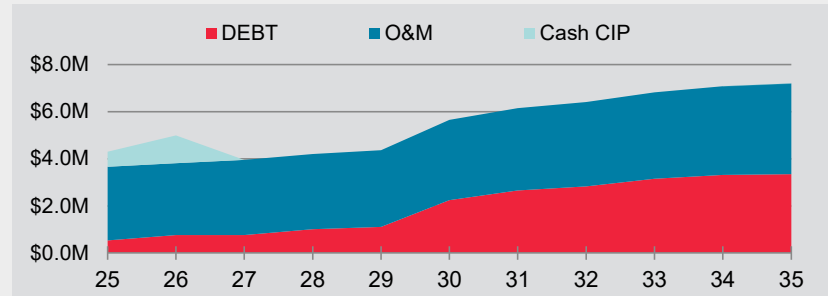
Revenues vs. Expenses



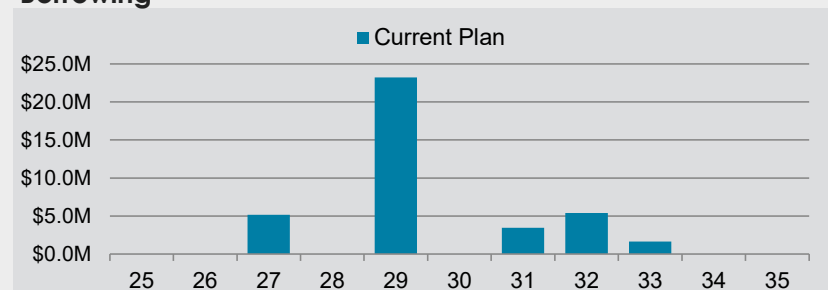
CIP Funding



Expenses by Type



Borrowing



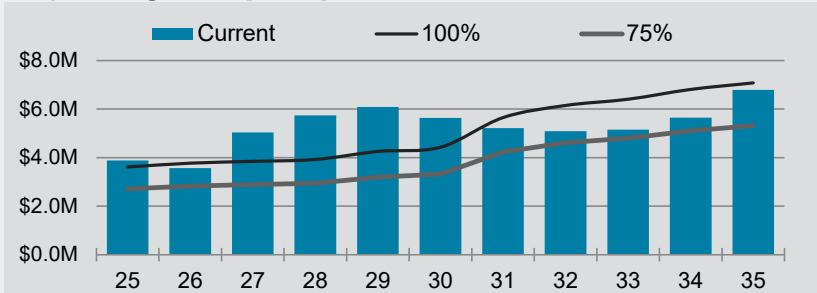


Water B2: Results with 3 Year 50% Meals Tax Transfer, Level Increase

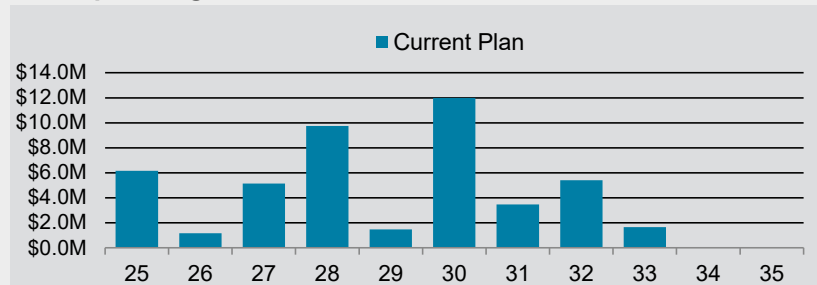
6

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035		
Water Fixed Rate Plan	16.00%	13.00%	13.00%	13.00%	13.00%	13.00%	13.00%	12.00%	12.00%	12.00%	12.00%		
Water Usage Rate Plan	16.00%	13.00%	13.00%	13.00%	13.00%	13.00%	13.00%	12.00%	12.00%	12.00%	12.00%		
Meals Tax (\$M)	0.00	0.62	0.63	0.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Meals Tax Growth	2.0%
Single Family Bi-Monthly Water Bill	\$91.07	\$102.92	\$116.28	\$131.43	\$148.51	\$167.83	\$189.62	\$212.37	\$237.87	\$266.39	\$298.33	CIP Scenario	Revised
Change in Bi-Monthly Bill		\$11.85	\$13.36	\$15.15	\$17.08	\$19.32	\$21.79	\$22.75	\$25.50	\$28.52	\$31.94	Meals Tax Scen	3 Year
Cost per Day	\$1.52	\$1.72	\$1.94	\$2.19	\$2.48	\$2.80	\$3.16	\$3.54	\$3.96	\$4.44	\$4.97	Addtl Dev	No
Change in Cost per Day		\$0.20	\$0.22	\$0.25	\$0.28	\$0.32	\$0.36	\$0.38	\$0.43	\$0.48	\$0.53	Check	-

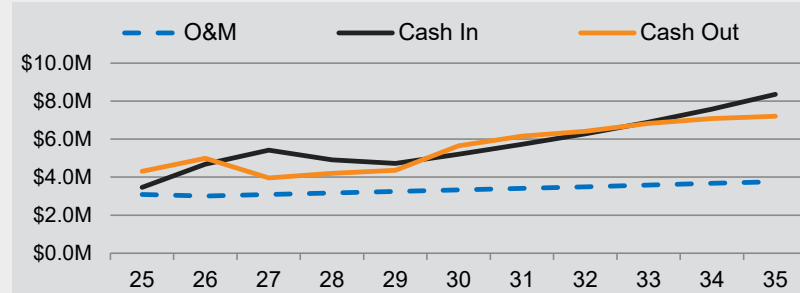
Operating Fund (Cash)



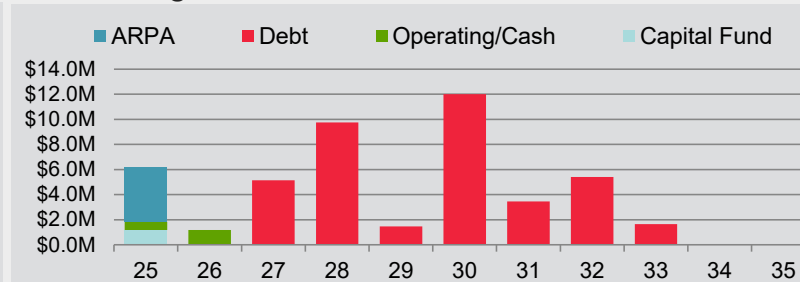
CIP Spending



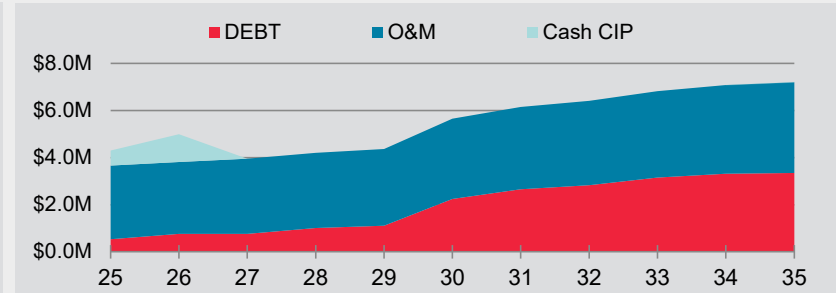
Revenues vs. Expenses



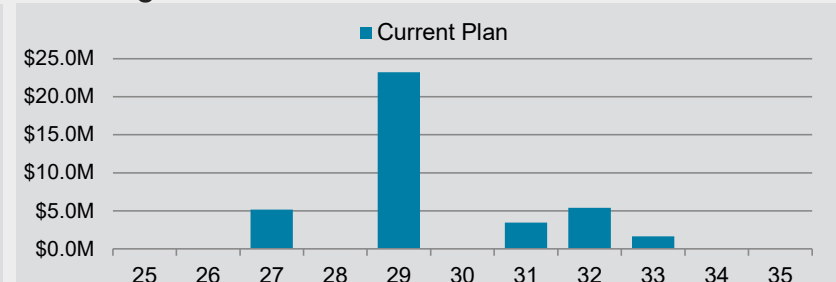
CIP Funding



Expenses by Type



Borrowing



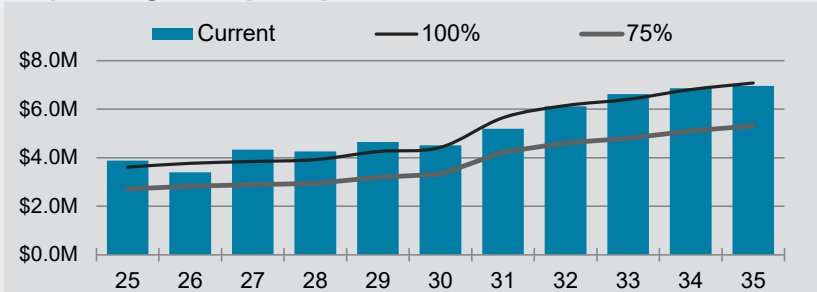


Water G: Results with **FY26 Rate Reduction, Recurring 83% MTax, no WLRC**

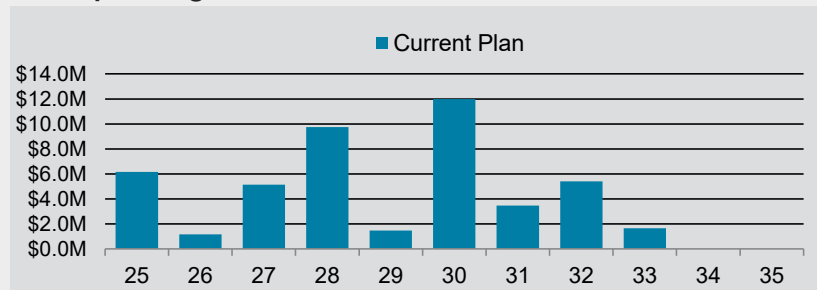
7

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035		
Water Fixed Rate Plan	16.00%	-9.00%	0.00%	8.00%	25.00%	25.00%	35.00%	10.00%	0.00%	0.00%	0.00%		
Water Usage Rate Plan	16.00%	-9.00%	0.00%	8.00%	25.00%	25.00%	35.00%	10.00%	0.00%	0.00%	0.00%		
Meals Tax (\$M)	0.00	1.02	1.04	1.07	1.09	1.11	1.13	1.15	1.18	1.20	1.22	Meals Tax Growth	2.0%
Single Family Bi-Monthly Water Bill	\$91.07	\$82.86	\$82.86	\$89.49	\$111.90	\$139.88	\$188.88	\$207.78	\$207.78	\$207.78	\$207.78	CIP Scenario	Revised
Change in Bi-Monthly Bill		(\$8.21)	\$0.00	\$6.63	\$22.41	\$27.98	\$49.00	\$18.90	\$0.00	\$0.00	\$0.00	Meals Tax Scen	Recurring
Cost per Day	\$1.52	\$1.38	\$1.38	\$1.49	\$1.87	\$2.33	\$3.15	\$3.46	\$3.46	\$3.46	\$3.46	Addtl Dev	No
Change in Cost per Day		(\$0.14)	\$0.00	\$0.11	\$0.37	\$0.47	\$0.82	\$0.32	\$0.00	\$0.00	\$0.00	Check	-

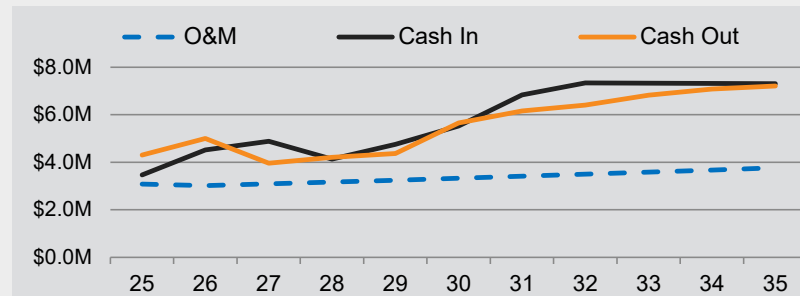
Operating Fund (Cash)



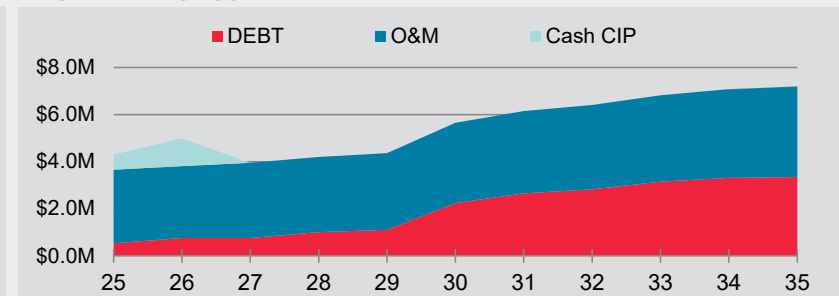
CIP Spending



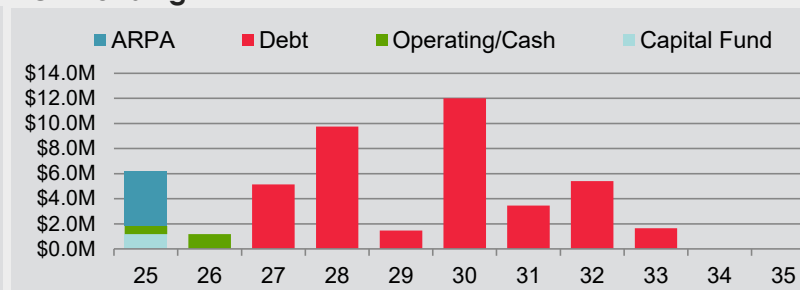
Revenues vs. Expenses



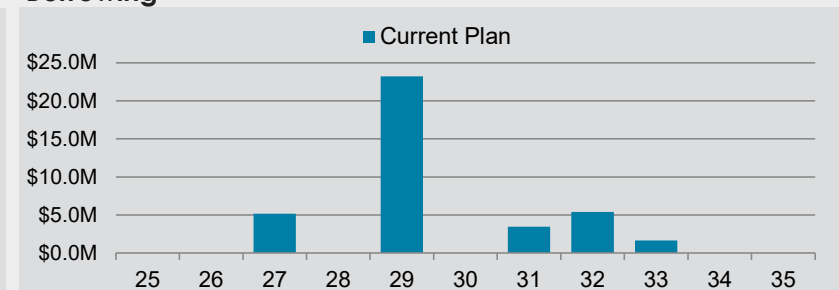
Expenses by Type



CIP Funding



Borrowing



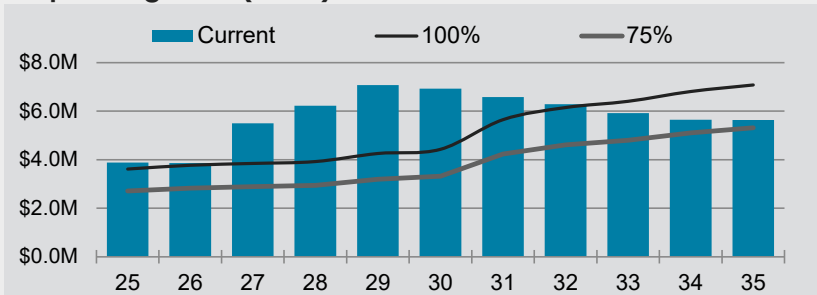


Water G2: Results with **Level Rates, Recurring 83% MTax, no WLRC**

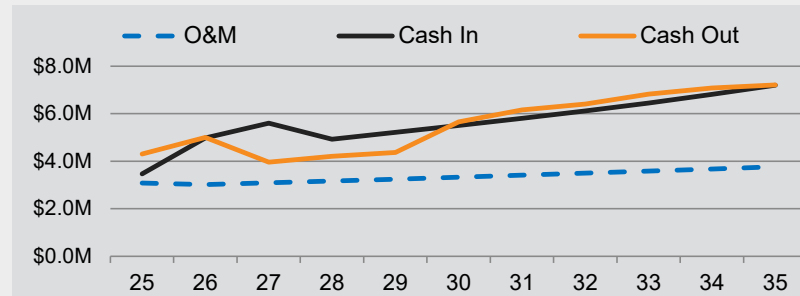
8

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035		
Water Fixed Rate Plan	16.00%	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%		
Water Usage Rate Plan	16.00%	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%		
Meals Tax (\$M)	0.00	1.02	1.04	1.07	1.09	1.11	1.13	1.15	1.18	1.20	1.22	Meals Tax Growth	2.0%
Single Family Bi-Monthly Water Bill	\$91.07	\$98.85	\$107.28	\$116.37	\$126.29	\$137.06	\$148.70	\$161.31	\$175.00	\$189.86	\$205.98	CIP Scenario	Revised
Change in Bi-Monthly Bill		\$7.78	\$8.43	\$9.09	\$9.92	\$10.77	\$11.64	\$12.61	\$13.69	\$14.86	\$16.12	Meals Tax Scen	Recurring
Cost per Day	\$1.52	\$1.65	\$1.79	\$1.94	\$2.10	\$2.28	\$2.48	\$2.69	\$2.92	\$3.16	\$3.43	Addtl Dev	No
Change in Cost per Day		\$0.13	\$0.14	\$0.15	\$0.17	\$0.18	\$0.19	\$0.21	\$0.23	\$0.25	\$0.27	Check	-

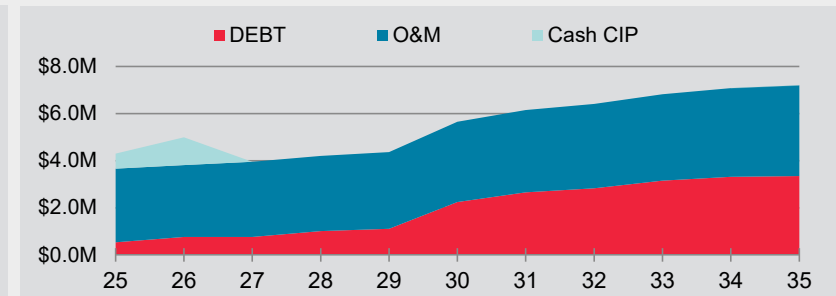
Operating Fund (Cash)



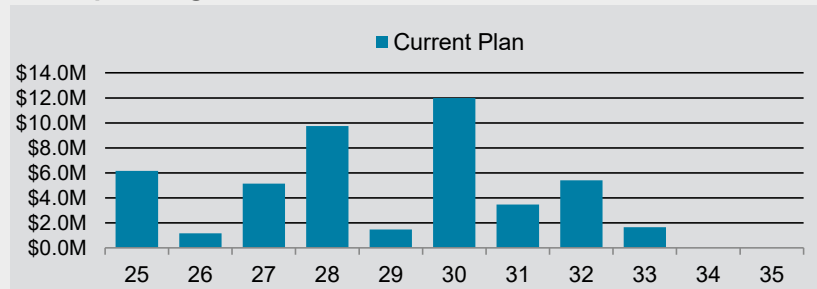
Revenues vs. Expenses



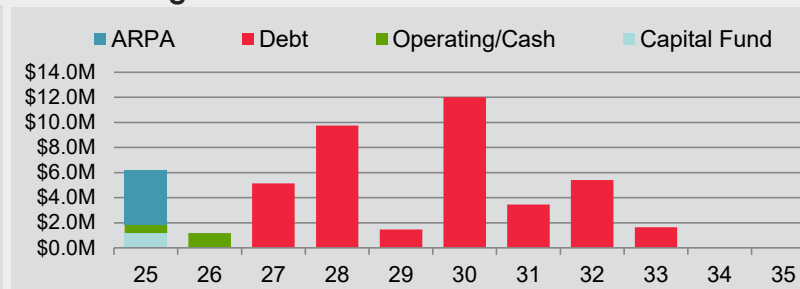
Expenses by Type



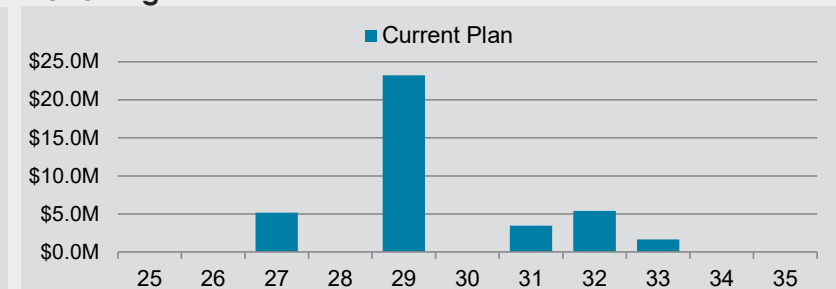
CIP Spending



CIP Funding



Borrowing



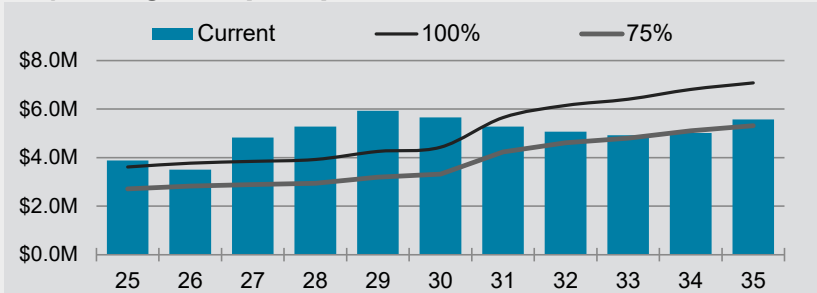


Water G3: Results with **Level Rates, Recurring 50% MTax, no WLRC**

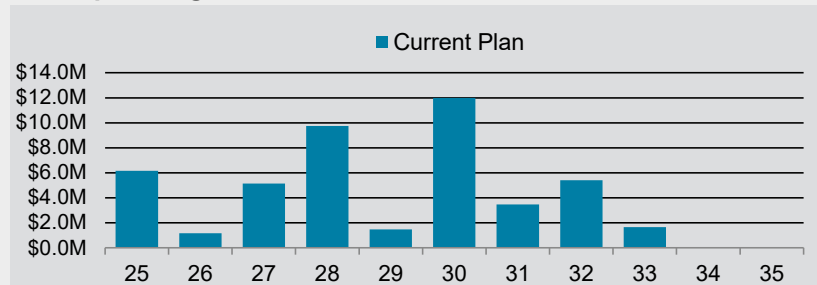
9

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035		
Water Fixed Rate Plan	16.00%	10.50%	10.50%	10.50%	10.50%	10.50%	10.50%	10.50%	10.50%	10.50%	10.50%		
Water Usage Rate Plan	16.00%	10.50%	10.50%	10.50%	10.50%	10.50%	10.50%	10.50%	10.50%	10.50%	10.50%		
Meals Tax (\$M)	0.00	0.62	0.63	0.64	0.65	0.67	0.68	0.69	0.71	0.72	0.74	Meals Tax Growth	2.0%
Single Family Bi-Monthly Water Bill	\$91.07	\$100.67	\$111.24	\$122.89	\$135.80	\$150.09	\$165.87	\$183.27	\$202.49	\$223.74	\$247.23	CIP Scenario	Revised
Change in Bi-Monthly Bill		\$9.60	\$10.57	\$11.65	\$12.91	\$14.29	\$15.78	\$17.40	\$19.22	\$21.25	\$23.49	Meals Tax Scen	Recurring
Cost per Day	\$1.52	\$1.68	\$1.85	\$2.05	\$2.26	\$2.50	\$2.76	\$3.05	\$3.37	\$3.73	\$4.12	Addtl Dev	No
Change in Cost per Day		\$0.16	\$0.18	\$0.19	\$0.22	\$0.24	\$0.26	\$0.29	\$0.32	\$0.35	\$0.39	Check	-

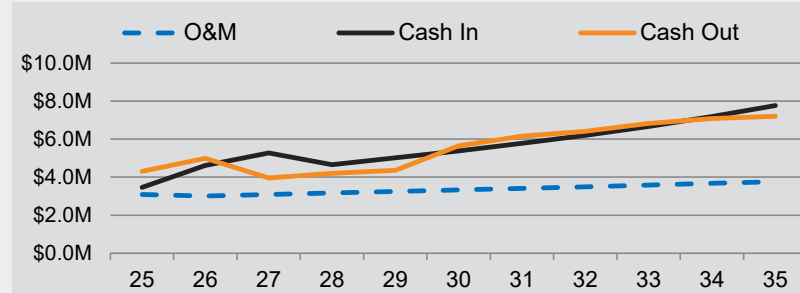
Operating Fund (Cash)



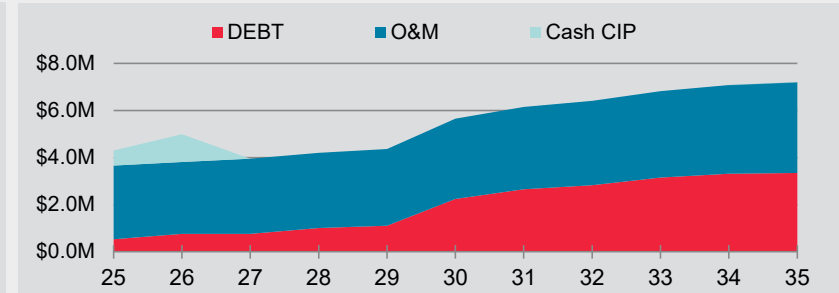
CIP Spending



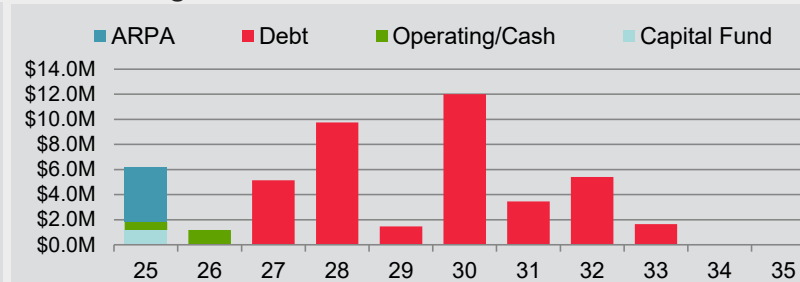
Revenues vs. Expenses



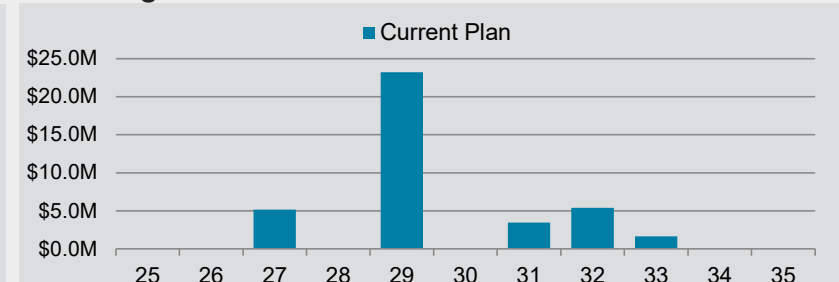
Expenses by Type



CIP Funding

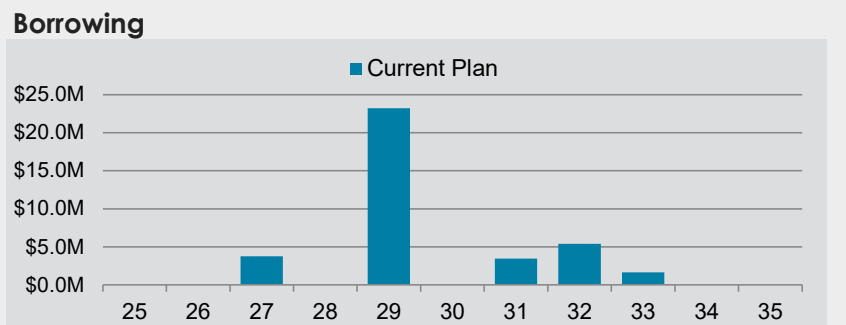
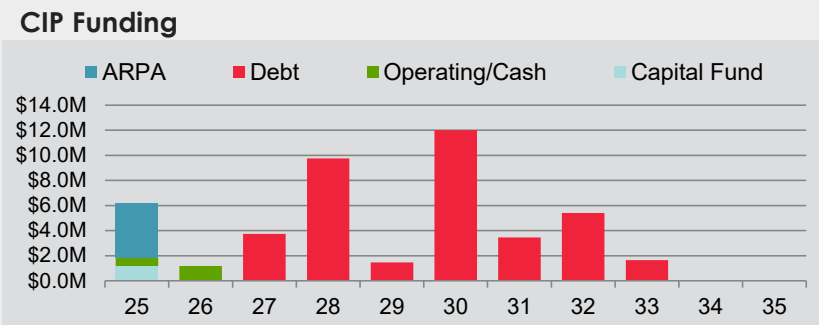
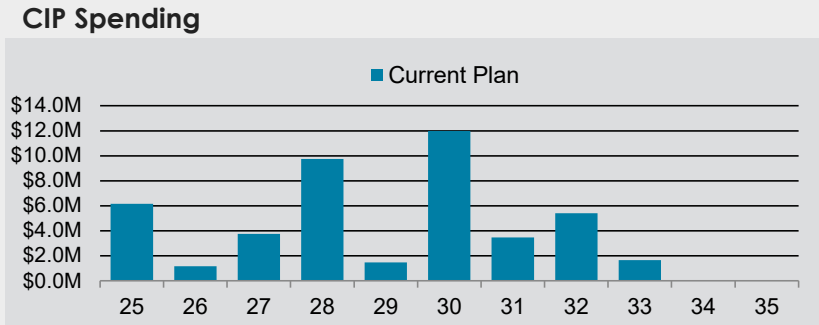
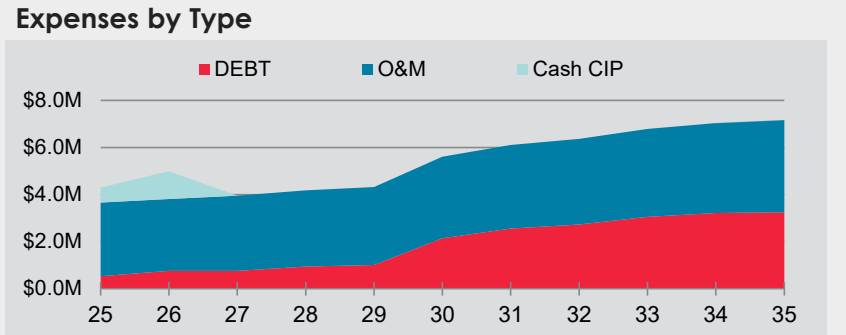
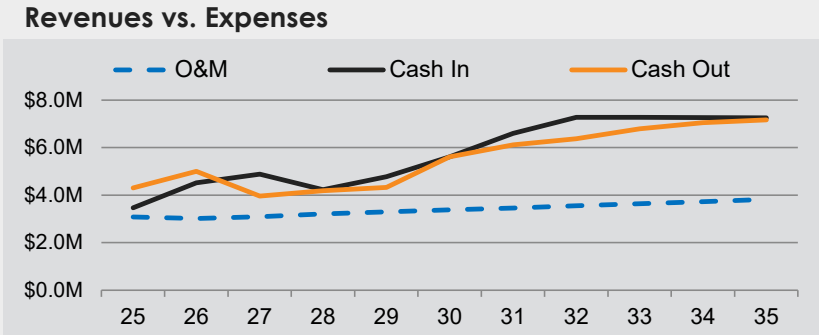
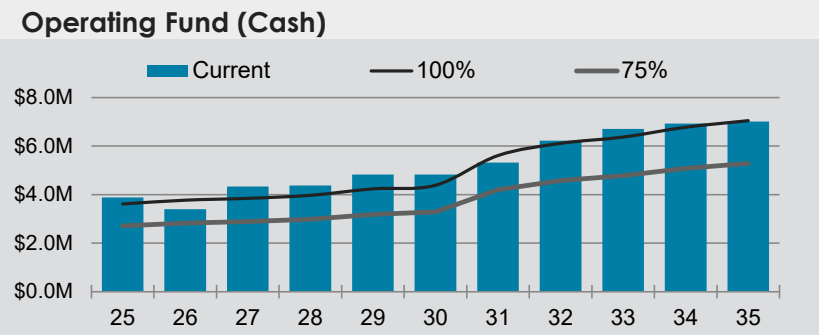


Borrowing





	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035		
Water Fixed Rate Plan	16.00%	-9.00%	0.00%	0.00%	20.00%	27.00%	26.00%	14.00%	0.00%	0.00%	0.00%		
Water Usage Rate Plan	16.00%	-9.00%	0.00%	0.00%	20.00%	27.00%	26.00%	14.00%	0.00%	0.00%	0.00%		
Meals Tax (\$M)	0.00	1.02	1.04	1.07	1.09	1.11	1.13	1.15	1.18	1.20	1.22	Meals Tax Growth	2.0%
Single Family Bi-Monthly Water Bill	\$91.07	\$82.86	\$82.86	\$82.86	\$99.42	\$126.24	\$159.04	\$181.27	\$181.27	\$181.27	\$181.27	CIP Scenario	Revised
Change in Bi-Monthly Bill		(\$8.21)	\$0.00	\$0.00	\$16.56	\$26.82	\$32.80	\$22.23	\$0.00	\$0.00	\$0.00	Meals Tax Scen	Recurring
Cost per Day	\$1.52	\$1.38	\$1.38	\$1.38	\$1.66	\$2.10	\$2.65	\$3.02	\$3.02	\$3.02	\$3.02	Addtl Dev	Yes
Change in Cost per Day		(\$0.14)	\$0.00	\$0.00	\$0.28	\$0.45	\$0.55	\$0.37	\$0.00	\$0.00	\$0.00	Check	-

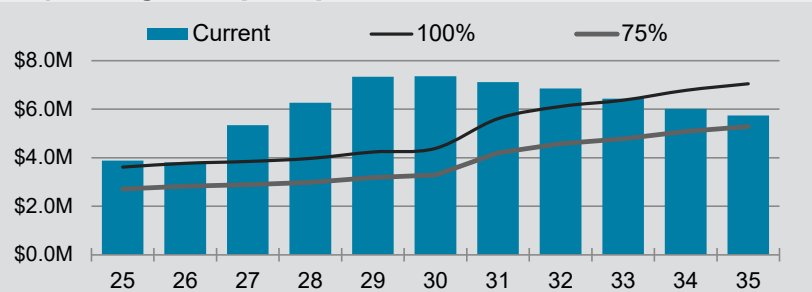




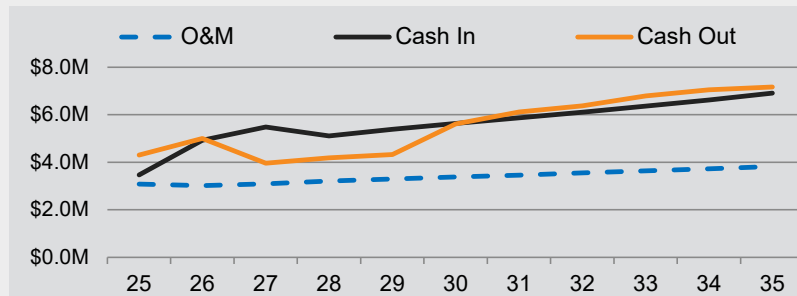
Water H2: Results with **Level Rates, Recurring 83% MTax, WLRC** ¹¹

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035		
Water Fixed Rate Plan	16.00%	6.50%	6.50%	6.50%	6.50%	6.50%	6.50%	6.50%	6.50%	6.50%	6.50%		
Water Usage Rate Plan	16.00%	6.50%	6.50%	6.50%	6.50%	6.50%	6.50%	6.50%	6.50%	6.50%	6.50%		
Meals Tax (\$M)	0.00	1.02	1.04	1.07	1.09	1.11	1.13	1.15	1.18	1.20	1.22	Meals Tax Growth	2.0%
Single Family Bi-Monthly Water Bill	\$91.07	\$96.96	\$103.26	\$109.98	\$117.13	\$124.72	\$132.83	\$141.48	\$150.67	\$160.49	\$170.94	CIP Scenario	Revised
Change in Bi-Monthly Bill		\$5.89	\$6.30	\$6.72	\$7.15	\$7.59	\$8.11	\$8.65	\$9.19	\$9.82	\$10.45	Meals Tax Scen	Recurring
Cost per Day	\$1.52	\$1.62	\$1.72	\$1.83	\$1.95	\$2.08	\$2.21	\$2.36	\$2.51	\$2.67	\$2.85	Addtl Dev	Yes
Change in Cost per Day		\$0.10	\$0.11	\$0.11	\$0.12	\$0.13	\$0.14	\$0.14	\$0.15	\$0.16	\$0.17	Check	-

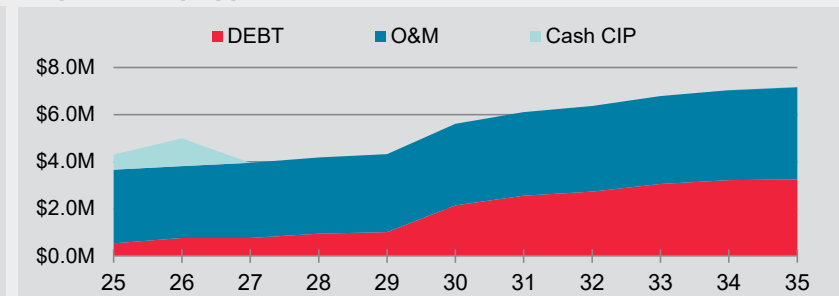
Operating Fund (Cash)



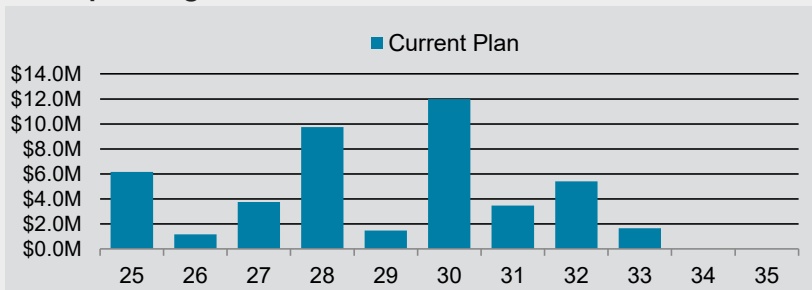
Revenues vs. Expenses



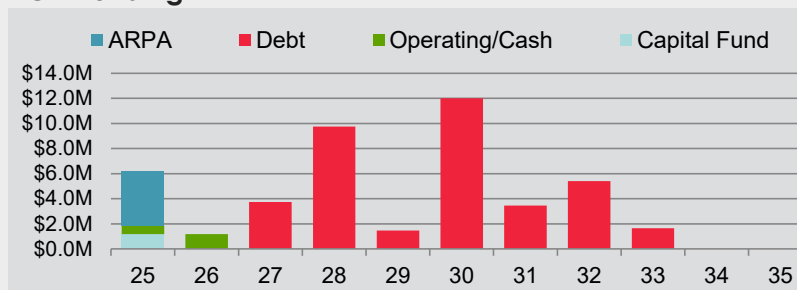
Expenses by Type



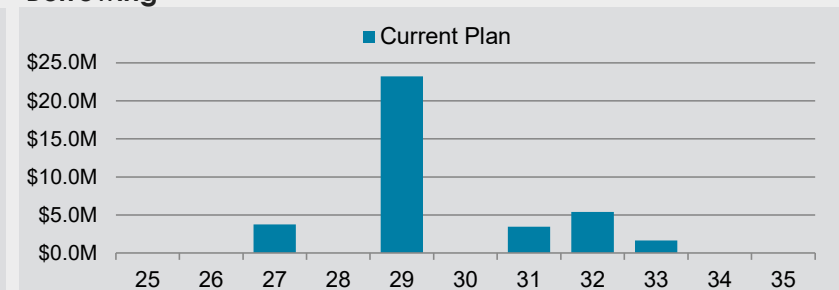
CIP Spending



CIP Funding



Borrowing

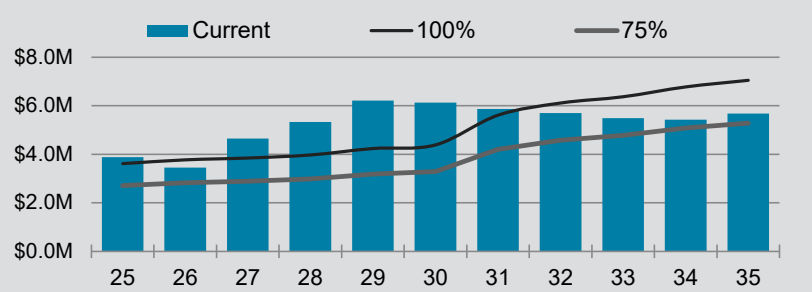




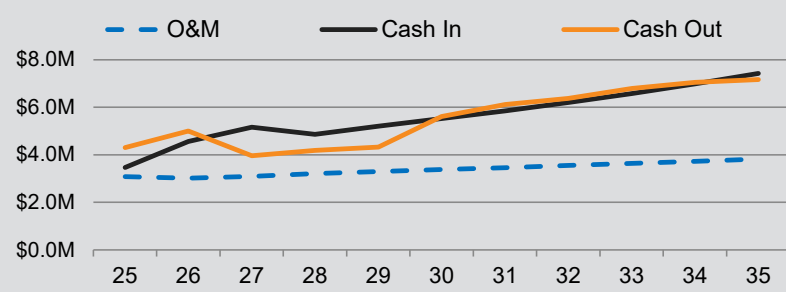
Water H3: Results with **Level Rates, Recurring 50% MTax, WLRC** ¹²

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035		
Water Fixed Rate Plan	16.00%	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%		
Water Usage Rate Plan	16.00%	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%		
Meals Tax (\$M)	0.00	0.62	0.63	0.64	0.65	0.67	0.68	0.69	0.71	0.72	0.74	Meals Tax Growth	2.0%
Single Family Bi-Monthly Water Bill	\$91.07	\$98.85	\$107.28	\$116.37	\$126.29	\$137.06	\$148.70	\$161.31	\$175.00	\$189.86	\$205.98	CIP Scenario	Revised
Change in Bi-Monthly Bill		\$7.78	\$8.43	\$9.09	\$9.92	\$10.77	\$11.64	\$12.61	\$13.69	\$14.86	\$16.12	Meals Tax Scen	Recurring
Cost per Day	\$1.52	\$1.65	\$1.79	\$1.94	\$2.10	\$2.28	\$2.48	\$2.69	\$2.92	\$3.16	\$3.43	Addtl Dev	Yes
Change in Cost per Day		\$0.13	\$0.14	\$0.15	\$0.17	\$0.18	\$0.19	\$0.21	\$0.23	\$0.25	\$0.27	Check	-

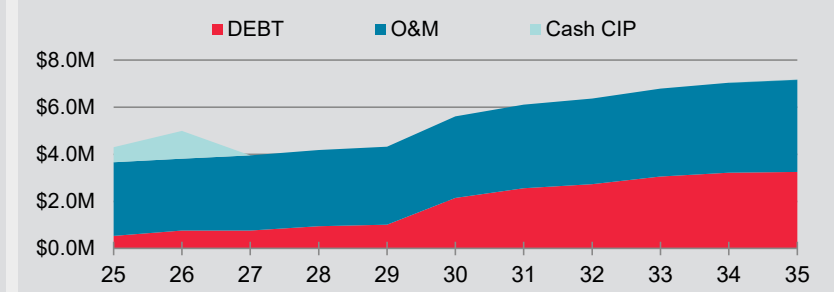
Operating Fund (Cash)



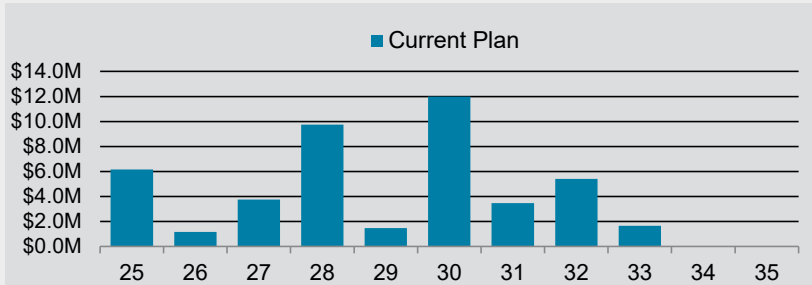
Revenues vs. Expenses



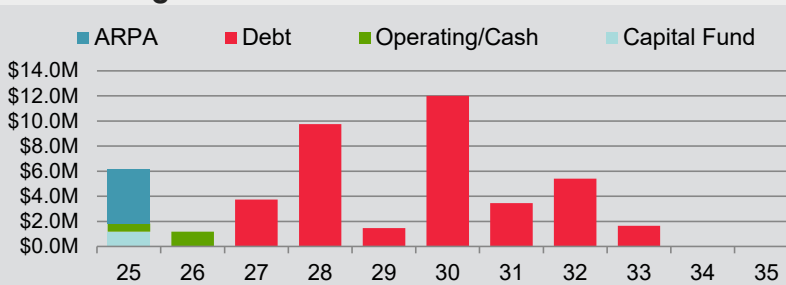
Expenses by Type



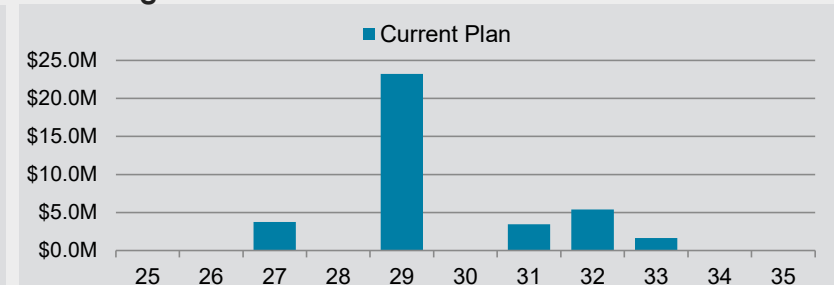
CIP Spending



CIP Funding



Borrowing





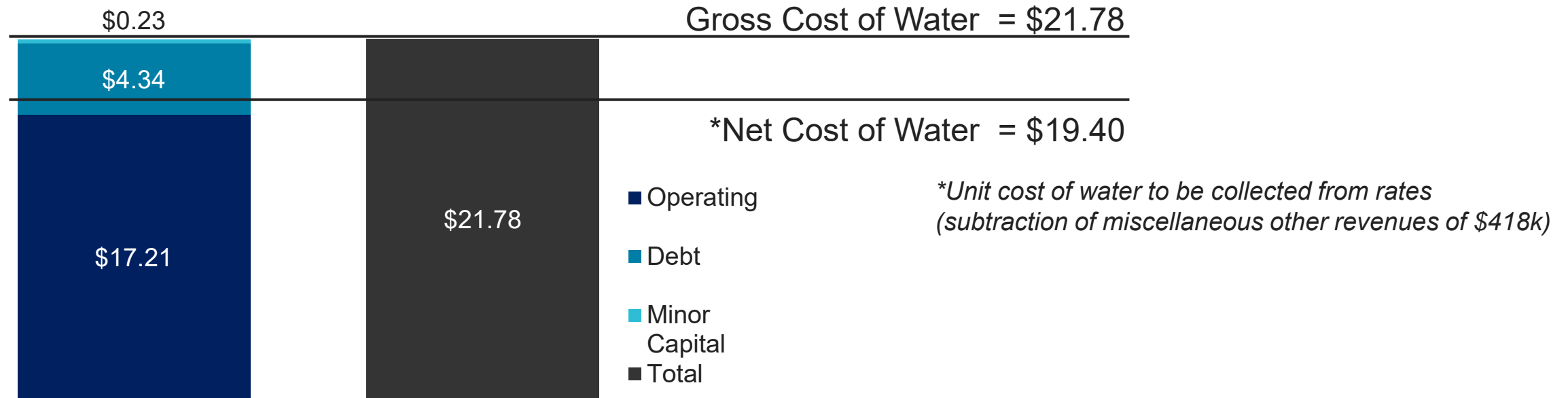
Water Rate Scenarios

Scenario	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2026 Bill	FY 2028 Bill	FY 2030 Bill
B) 3 Year 50% Meals Tax	0%	0%	20%	25%	30%	\$91.07	\$109.31	\$177.63
B2) 3 Year 50% Meals Tax, Level Rates	13%	13%	13%	13%	13%	\$102.92	\$131.43	\$167.83
G) Rate Reduction, 83% MTax Transfer, no WLRC	-9%	0%	8%	25%	25%	\$82.86	\$89.49	\$139.88
G2) Level Rates, Recurring 83% MTax, no WLRC	8.5%	8.5%	8.5%	8.5%	8.5%	\$98.85	\$116.37	\$137.06
G3) Level Rates, Recurring 50% MTax, no WLRC	10.5%	10.5%	10.5%	10.5%	10.5%	\$100.67	\$122.89	\$150.09
H) Rate Reduction, 83% MTax Transfer, WLRC	-9%	0%	0%	20%	27%	\$82.86	\$82.86	\$126.24
H2) Level Rates, Recurring 83% MTax, WLRC	6.5%	6.5%	6.5%	6.5%	6.5%	\$96.96	\$109.98	\$124.72
H3) Level Rates, Recurring 50% MTax, WLRC	8.5%	8.5%	8.5%	8.5%	8.5%	\$98.85	\$116.37	\$137.06



Water: FY 2026 Unit Cost per 1,000 gallons

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FY26 Rates: Residential Customer Pays: **\$13.20** per 1,000 gallons

- Assumes 8,000 gallons per bi-monthly period includes fixed charge

FY26 Rates: High Using Residential Customer Pays: **\$18.83** per 1,000 gallons

- Assumes 24,000 gallons per bi-monthly period includes fixed charge



Sewer Fund

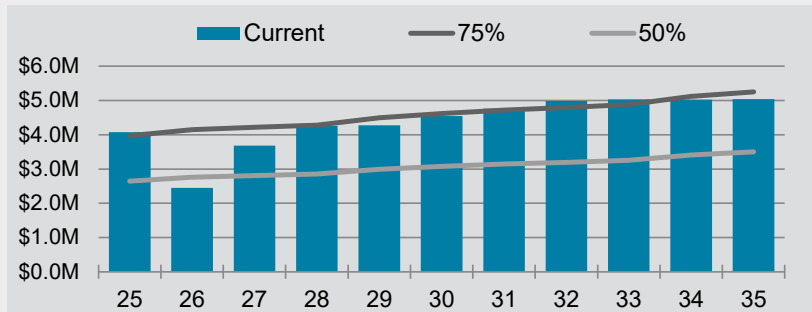


Sewer B: Results with 3 Year 50% Meals Tax Transfer

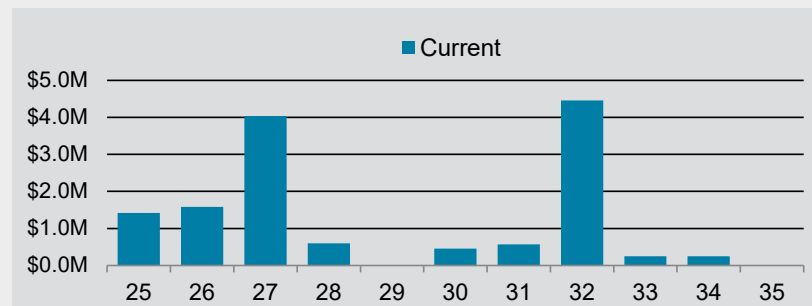
16

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035		
Sewer Fixed Rate Plan	18.00%	0.00%	15.00%	15.00%	15.00%	8.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Sewer Usage Rate Plan	18.00%	0.00%	15.00%	15.00%	15.00%	8.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Meals Tax (\$M)	0.00	1.14	1.17	1.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Meals Tax Growth	2.0%
Single Family Bi-Monthly Sewer Bill	\$192.59	\$192.59	\$221.47	\$254.67	\$292.90	\$316.29	\$325.74	\$335.54	\$345.61	\$355.96	\$366.66	CIP Scenario	Revised
Change in Bi-Monthly Bill		\$0.00	\$28.88	\$33.20	\$38.23	\$23.39	\$9.45	\$9.80	\$10.07	\$10.35	\$10.70	Meals Tax Scen	3 Year
Cost per Day	\$3.21	\$3.21	\$3.69	\$4.24	\$4.88	\$5.27	\$5.43	\$5.59	\$5.76	\$5.93	\$6.11	Addtl Dev	No
Change in Cost per Day		\$0.00	\$0.48	\$0.55	\$0.64	\$0.39	\$0.16	\$0.16	\$0.17	\$0.17	\$0.18	Check	-

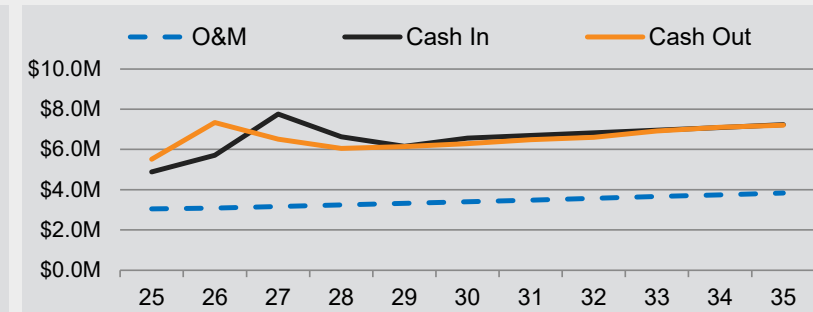
Operating Fund (Cash)



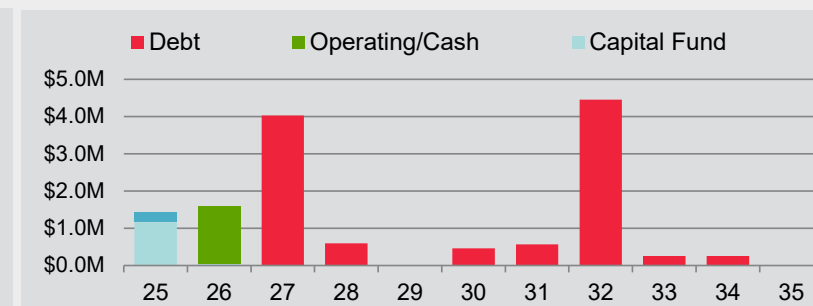
CIP Spending



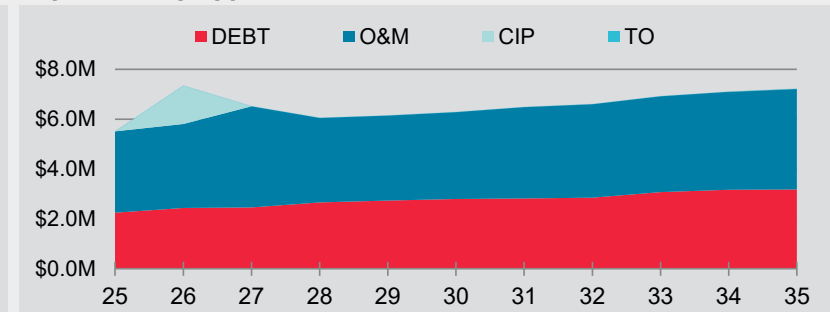
Revenues vs. Expenses



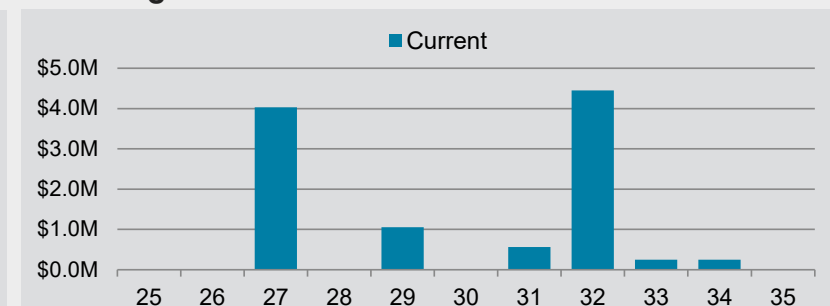
CIP Funding



Expenses by Type



Borrowing



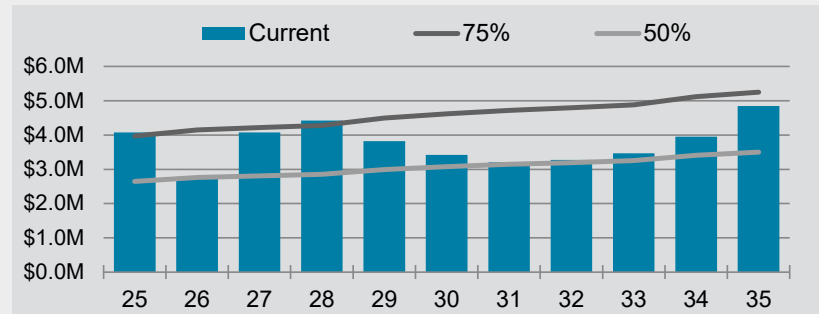


Sewer B2: Results with 3 Year 50% Meals Tax Transfer, Level Increase

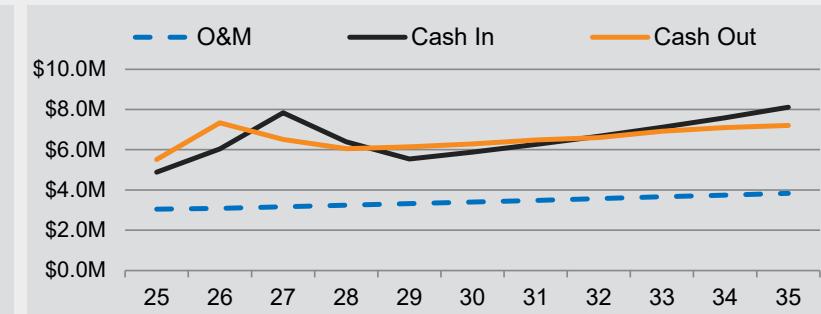
17

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035		
Sewer Fixed Rate Plan	18.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%		
Sewer Usage Rate Plan	18.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%		
Meals Tax (\$M)	0.00	1.14	1.17	1.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Meals Tax Growth	2.0%
Single Family Bi-Monthly Sewer Bill	\$192.59	\$207.97	\$224.61	\$242.60	\$262.03	\$282.99	\$305.65	\$330.11	\$356.55	\$385.06	\$415.83	CIP Scenario	Revised
Change in Bi-Monthly Bill		\$15.38	\$16.64	\$17.99	\$19.43	\$20.96	\$22.66	\$24.46	\$26.44	\$28.51	\$30.77	Meals Tax Scen	3 Year
Cost per Day	\$3.21	\$3.47	\$3.74	\$4.04	\$4.37	\$4.72	\$5.09	\$5.50	\$5.94	\$6.42	\$6.93	Addtl Dev	No
Change in Cost per Day		\$0.26	\$0.28	\$0.30	\$0.32	\$0.35	\$0.38	\$0.41	\$0.44	\$0.48	\$0.51	Check	-

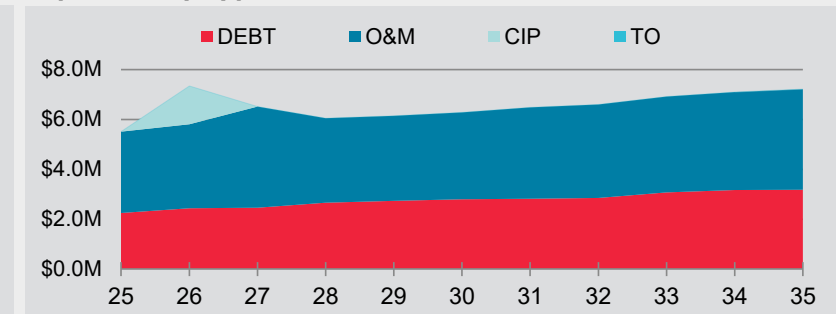
Operating Fund (Cash)



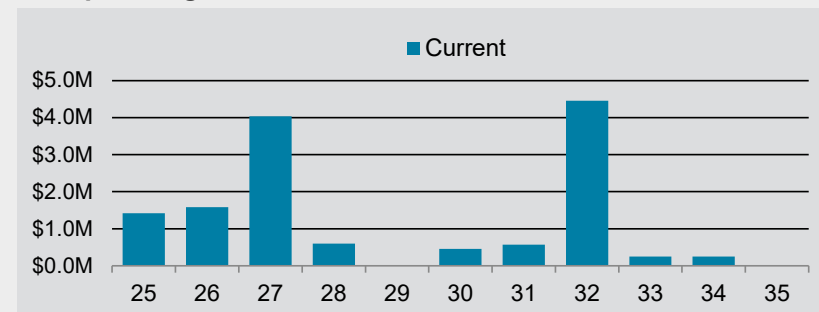
Revenues vs. Expenses



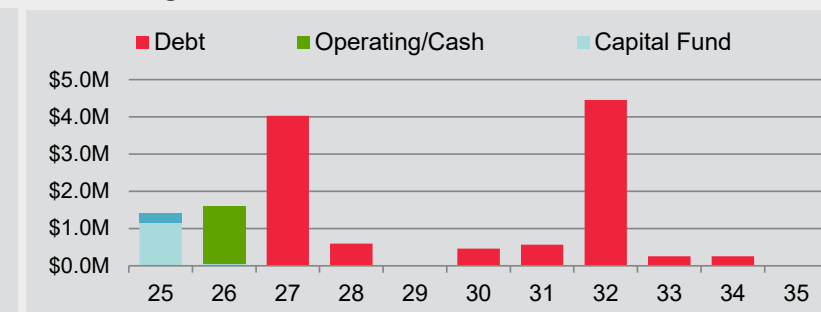
Expenses by Type



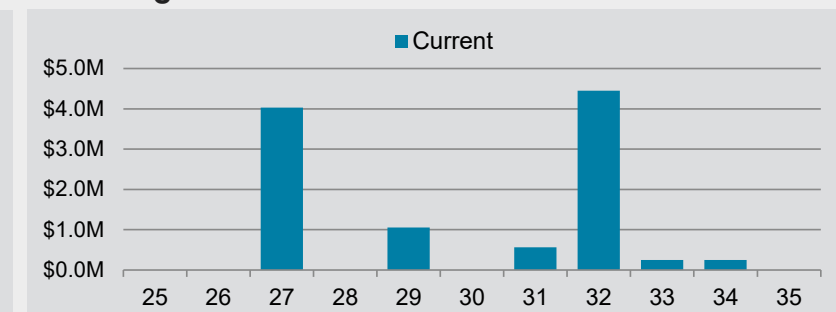
CIP Spending



CIP Funding



Borrowing



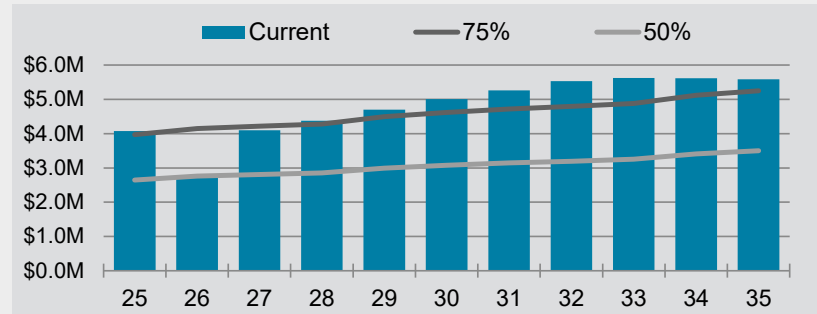


Sewer G: Results with FY26 Rate Reduction, Recurring 83% MTax, no WLRC

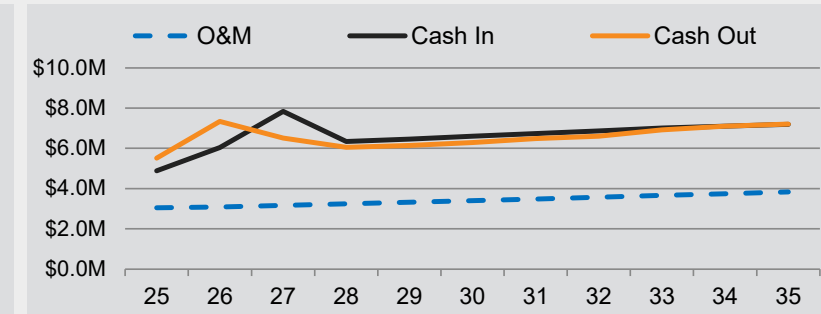
18

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035		
Sewer Fixed Rate Plan	18.00%	-11.00%	9.00%	7.00%	3.00%	3.00%	3.00%	3.00%	3.00%	2.00%	2.00%		
Sewer Usage Rate Plan	18.00%	-11.00%	9.00%	7.00%	3.00%	3.00%	3.00%	3.00%	3.00%	2.00%	2.00%		
Meals Tax (\$M)	0.00	1.90	1.94	1.98	2.02	2.06	2.10	2.14	2.18	2.23	2.27	Meals Tax Growth	2.0%
Single Family Bi-Monthly Sewer Bill	\$192.59	\$171.37	\$186.76	\$199.81	\$205.83	\$212.03	\$218.41	\$224.98	\$231.73	\$236.40	\$241.16	CIP Scenario	Revised
Change in Bi-Monthly Bill		(\$21.22)	\$15.39	\$13.05	\$6.02	\$6.20	\$6.38	\$6.57	\$6.75	\$4.67	\$4.76	Meals Tax Scen	Recurring
Cost per Day	\$3.21	\$2.86	\$3.11	\$3.33	\$3.43	\$3.53	\$3.64	\$3.75	\$3.86	\$3.94	\$4.02	Addtl Dev	No
Change in Cost per Day		(\$0.35)	\$0.26	\$0.22	\$0.10	\$0.10	\$0.11	\$0.11	\$0.11	\$0.08	\$0.08	Check	-

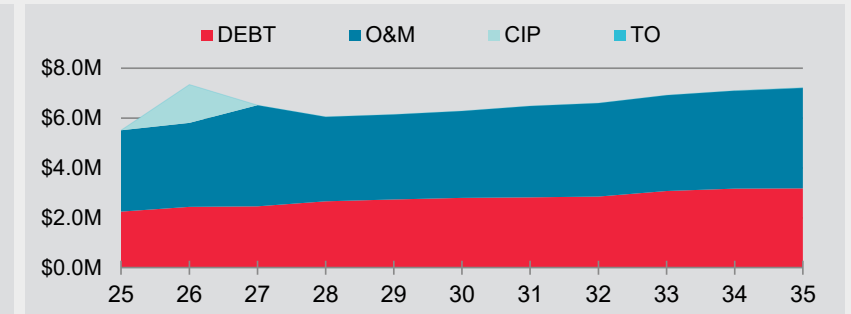
Operating Fund (Cash)



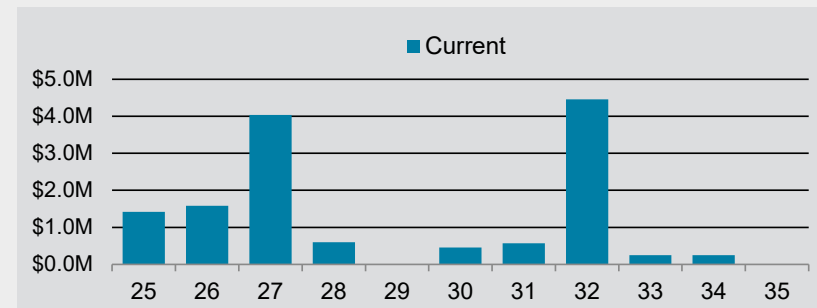
Revenues vs. Expenses



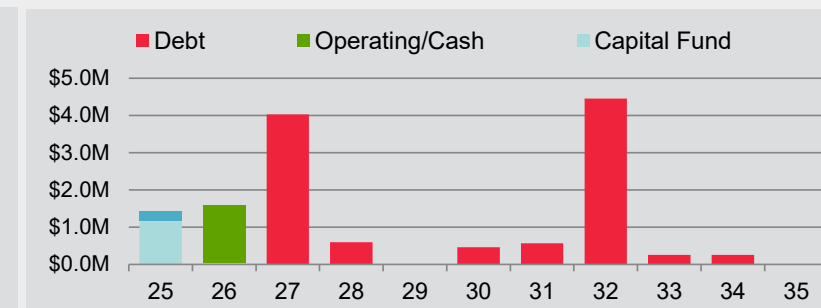
Expenses by Type



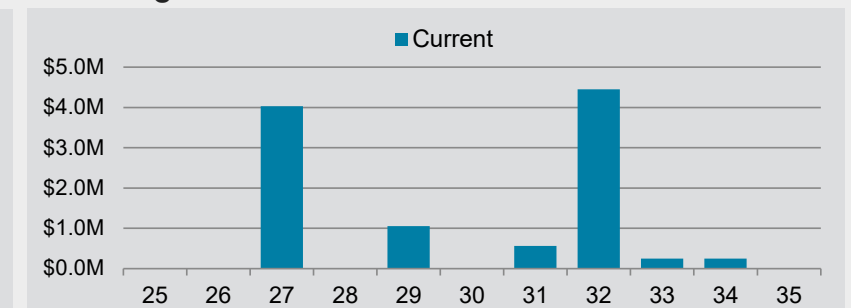
CIP Spending



CIP Funding



Borrowing



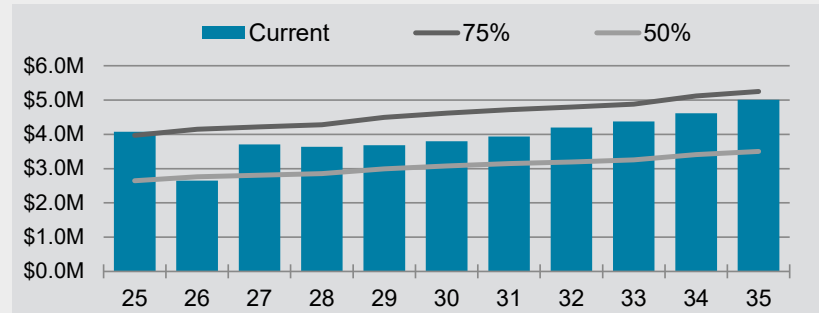


Sewer G3: Results with **Level Increases, Recurring 50% MTax, no WLRC**

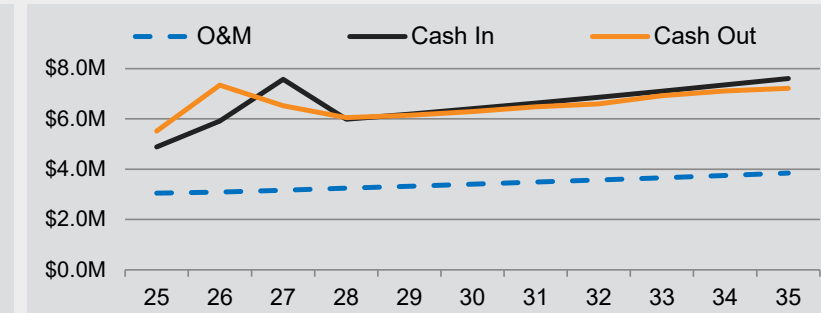
19

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035		
Sewer Fixed Rate Plan	18.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%		
Sewer Usage Rate Plan	18.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%		
Meals Tax (\$M)	0.00	1.14	1.17	1.19	1.21	1.24	1.26	1.29	1.31	1.34	1.37	Meals Tax Growth	2.0%
Single Family Bi-Monthly Sewer Bill	\$192.59	\$202.22	\$212.30	\$222.92	\$234.07	\$245.77	\$258.09	\$270.96	\$284.54	\$298.76	\$313.69	CIP Scenario	Revised
Change in Bi-Monthly Bill		\$9.63	\$10.08	\$10.62	\$11.15	\$11.70	\$12.32	\$12.87	\$13.58	\$14.22	\$14.93	Meals Tax Scen	Recurring
Cost per Day	\$3.21	\$3.37	\$3.54	\$3.72	\$3.90	\$4.10	\$4.30	\$4.52	\$4.74	\$4.98	\$5.23	Addtl Dev	No
Change in Cost per Day		\$0.16	\$0.17	\$0.18	\$0.19	\$0.20	\$0.21	\$0.21	\$0.23	\$0.24	\$0.25	Check	-

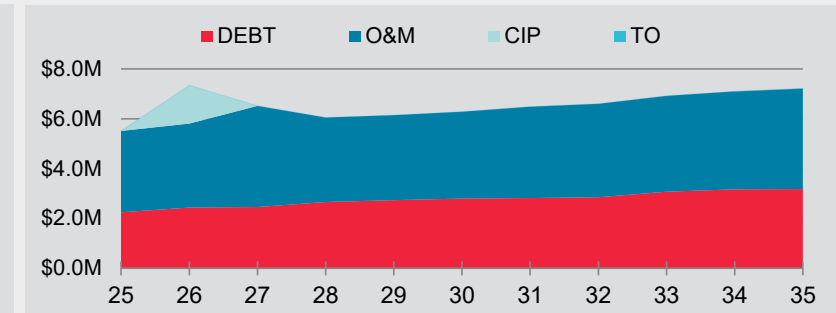
Operating Fund (Cash)



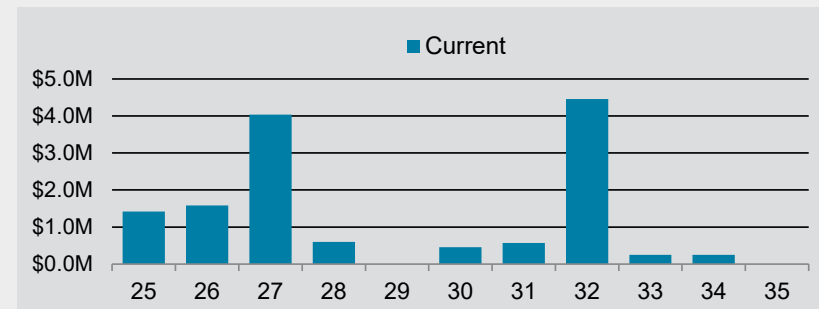
Revenues vs. Expenses



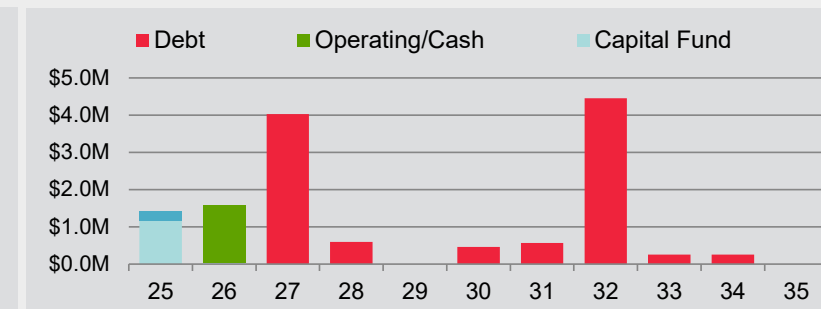
Expenses by Type



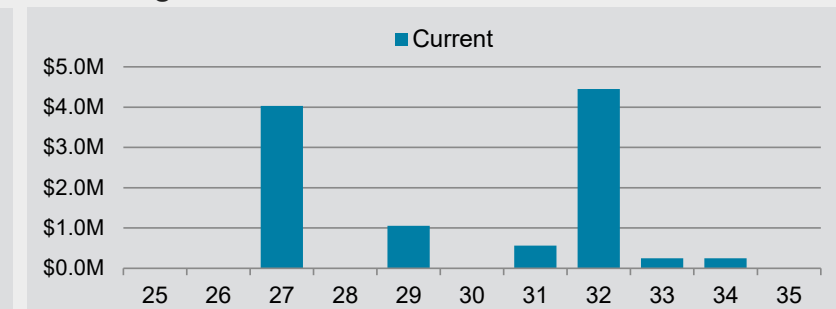
CIP Spending



CIP Funding



Borrowing



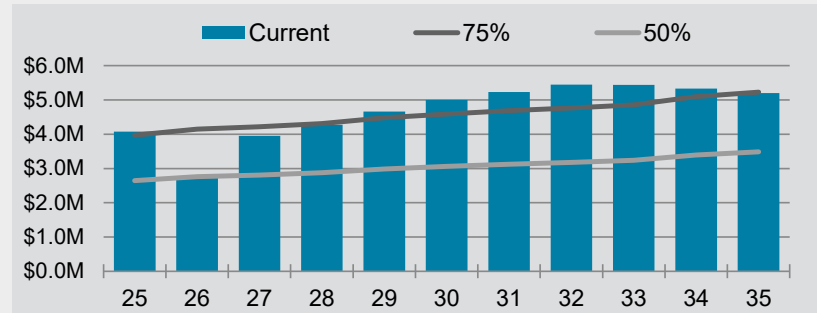


Sewer H: Results with **FY26 Rate Reduction, Recurring 83% MTax, WLRC**

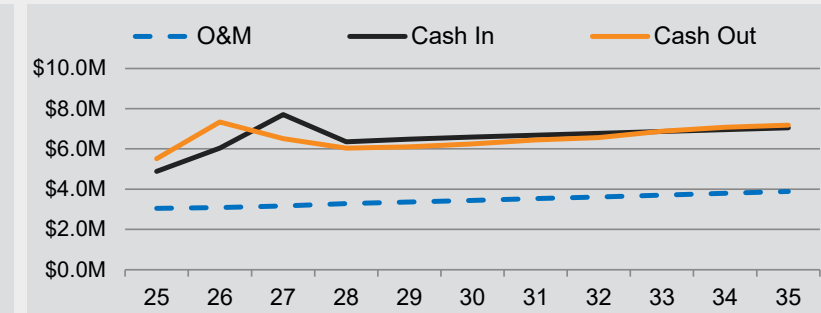
20

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035		
Sewer Fixed Rate Plan	18.00%	-11.00%	5.00%	3.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%		
Sewer Usage Rate Plan	18.00%	-11.00%	5.00%	3.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%		
Meals Tax (\$M)	0.00	1.90	1.94	1.98	2.02	2.06	2.10	2.14	2.18	2.23	2.27	Meals Tax Growth	2.0%
Single Family Bi-Monthly Sewer Bill	\$192.59	\$171.37	\$179.92	\$185.32	\$189.01	\$192.79	\$196.66	\$200.62	\$204.66	\$208.79	\$212.93	CIP Scenario	Revised
Change in Bi-Monthly Bill		(\$21.22)	\$8.55	\$5.40	\$3.69	\$3.78	\$3.87	\$3.96	\$4.04	\$4.13	\$4.14	Meals Tax Scen	Recurring
Cost per Day	\$3.21	\$2.86	\$3.00	\$3.09	\$3.15	\$3.21	\$3.28	\$3.34	\$3.41	\$3.48	\$3.55	Addtl Dev	Yes
Change in Cost per Day		(\$0.35)	\$0.14	\$0.09	\$0.06	\$0.06	\$0.06	\$0.07	\$0.07	\$0.07	\$0.07	Check	-

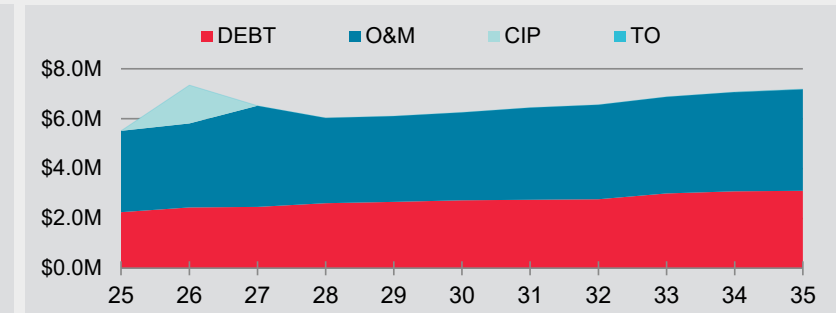
Operating Fund (Cash)



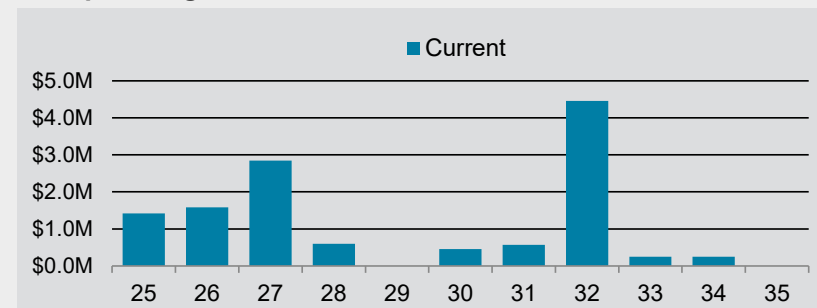
Revenues vs. Expenses



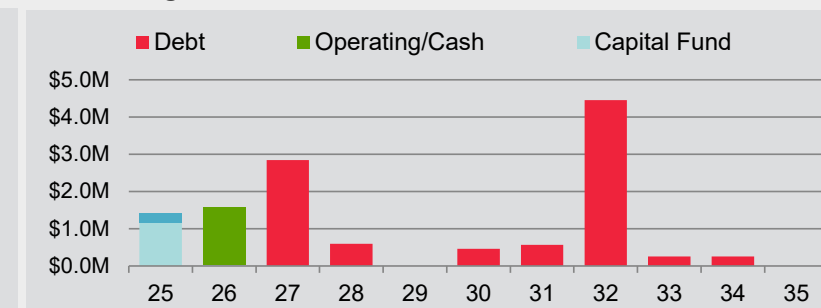
Expenses by Type



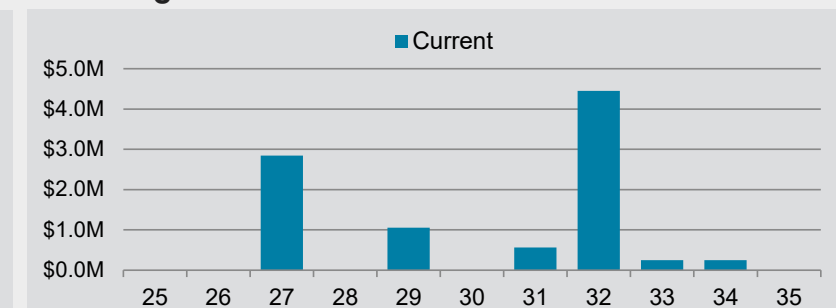
CIP Spending



CIP Funding



Borrowing



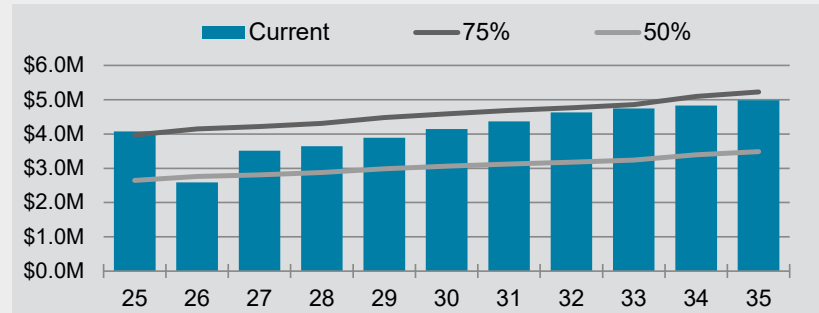


Sewer H3: Results with **Level Increases, Recurring 50% MTax, WLRC**

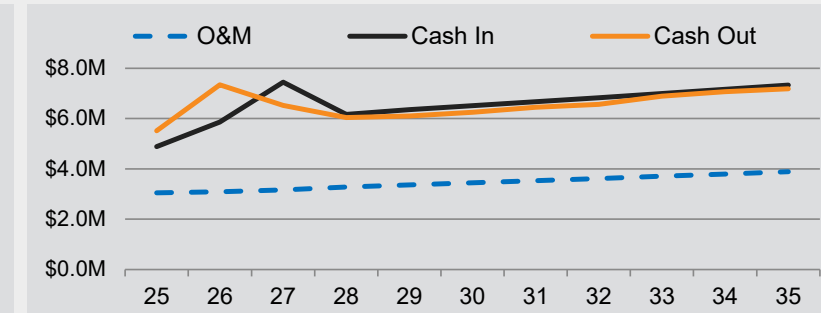
21

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035		
Sewer Fixed Rate Plan	18.00%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%		
Sewer Usage Rate Plan	18.00%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%		
Meals Tax (\$M)	0.00	1.14	1.17	1.19	1.21	1.24	1.26	1.29	1.31	1.34	1.37	Meals Tax Growth	2.0%
Single Family Bi-Monthly Sewer Bill	\$192.59	\$199.34	\$206.35	\$213.55	\$221.02	\$228.76	\$236.77	\$245.05	\$253.60	\$262.50	\$271.68	CIP Scenario	Revised
Change in Bi-Monthly Bill		\$6.75	\$7.01	\$7.20	\$7.47	\$7.74	\$8.01	\$8.28	\$8.55	\$8.90	\$9.18	Meals Tax Scen	Recurring
Cost per Day	\$3.21	\$3.32	\$3.44	\$3.56	\$3.68	\$3.81	\$3.95	\$4.08	\$4.23	\$4.38	\$4.53	Addtl Dev	Yes
Change in Cost per Day		\$0.11	\$0.12	\$0.12	\$0.12	\$0.13	\$0.13	\$0.14	\$0.14	\$0.15	\$0.15	Check	-

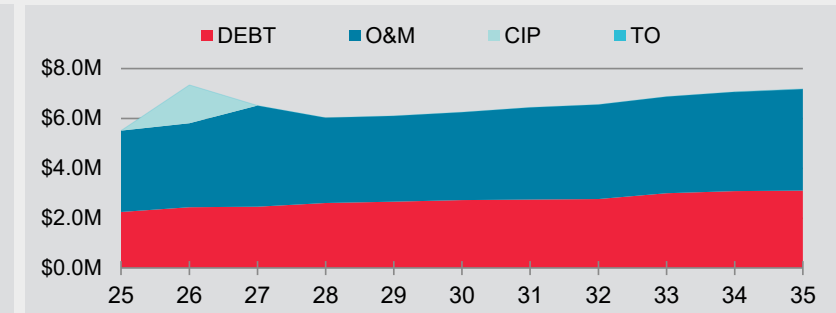
Operating Fund (Cash)



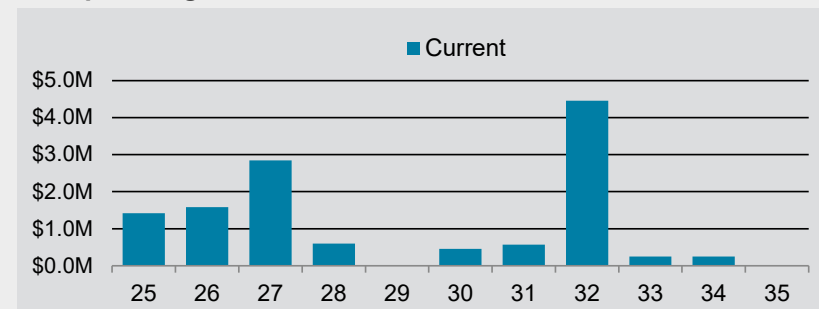
Revenues vs. Expenses



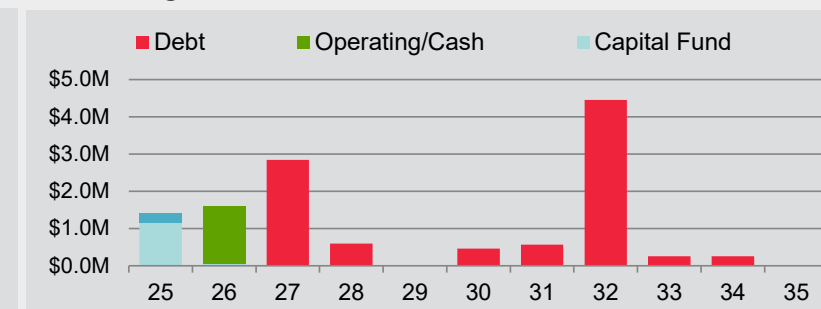
Expenses by Type



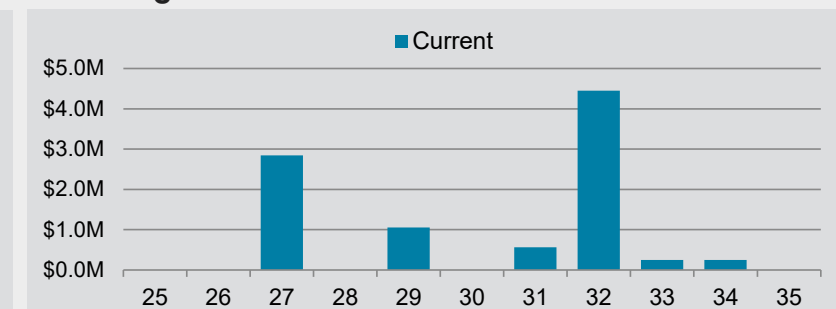
CIP Spending



CIP Funding



Borrowing

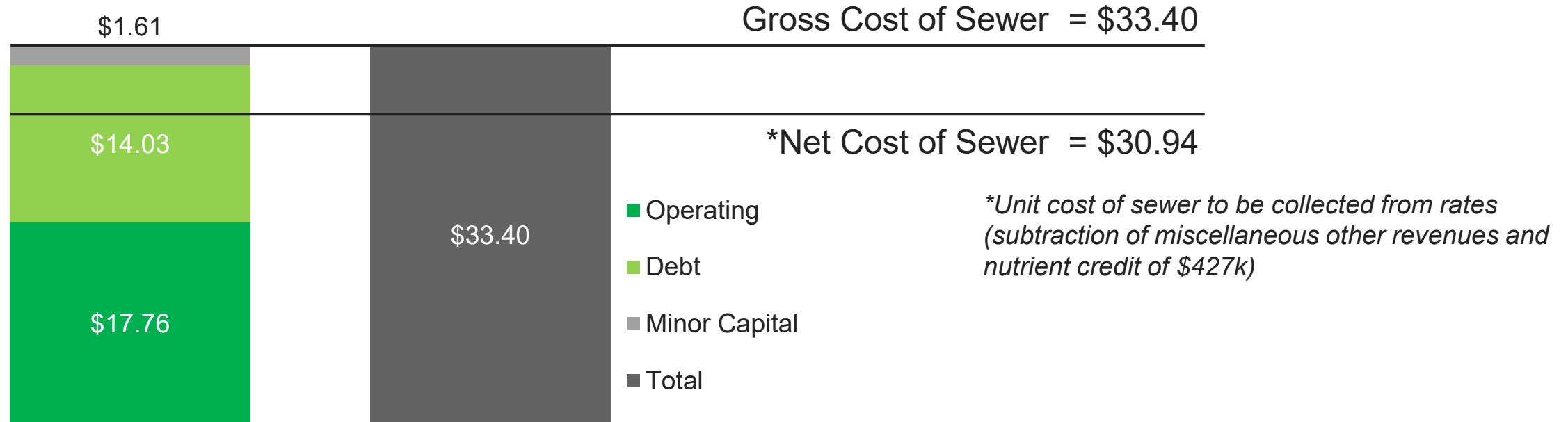


Scenario	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2026 Bill	FY 2028 Bill	FY 2030 Bill
B) 3 Year 50% Meals Tax Transfer	0%	15%	15%	15%	8%	\$192.59	\$254.67	\$316.29
B2) Level Increase, 3 Year 50% Meals Tax Transfer	8%	8%	8%	8%	8%	\$207.97	\$242.60	\$282.99
G) Rate Reduction, 83% MTax Transfer, no WLRC	-11%	9%	7%	3%	3%	\$171.37	\$199.81	\$212.03
G3) Level Increases, Recurring 50% MTax, no WLRC	5%	5%	5%	5%	5%	\$202.22	\$222.92	\$245.77
H) Rate Reduction, 83% MTax Transfer, WLRC	-11%	5%	3%	2%	2%	\$171.37	\$185.32	\$192.79
H3) Level Increases, Recurring 50% MTax, WLRC	3.5%	3.5%	3.5%	3.5%	3.5%	\$199.34	\$213.55	\$228.76



Sewer: FY 2026 Unit Cost per 1,000 gallons

23



FY26 Rates: Residential Customer Pays: **\$24.07** per 1,000 gallons
- Assumes 8,000 gallons per bi-monthly period includes fixed charge



Water Rate Structure

Meter Size	Tier 1	Tier 2	Tier 3	Tier 4
Single Family				
All Meters	0 to 7,000 gal	7,001 - 14,000 gal	14,001 - 20,000 gal	Over 20,000 gal
Non-Single Family				
5/8"	0 to 7,000 gal	7,001 - 14,000 gal	14,001 - 20,000 gal	Over 20,000 gal
3/4"	0 to 22,000 gal	22,001 - 45,000 gal	45,001 - 64,000 gal	Over 64,000 gal
1"	0 to 28,000 gal	28,001 - 56,000 gal	56,001 - 80,000 gal	Over 80,000 gal
1.5"	0 to 47,000 gal	47,001 - 94,000 gal	94,001 - 135,000 gal	Over 135,000 gal
2"	0 to 84,000 gal	84,001 - 169,000 gal	169,001 - 241,000 gal	Over 241,000 gal
3"	0 to 184,000 gal	184,001 - 368,000 gal	368,001 - 526,000 gal	Over 526,000 gal



FY 2024 Total Tier Usage by Meter Size (Gallons)

Meter Size	Tier 1	Tier 2	Tier 3	Tier 4
Single Family				
All Meters	92,475,180	27,251,040	3,207,250	1,274,640
Non-Single Family				
5/8"	7,438,250	3,718,110	1,610,100	804,690
3/4"	4,005,820	2,335,295	1,085,757	426,530
1"	8,160,220	4,312,669	1,739,504	618,764
1.5"	8,751,600	4,582,887	2,354,463	943,238
2"	14,554,250	7,586,428	3,117,758	1,428,422
3"	8,183,680	4,783,251	2,124,251	928,753



FY 2024 Total Tier Usage Percent by Meter Size

Meter Size	Tier 1	Tier 2	Tier 3	Tier 4
Single Family				
All Meters	74%	22%	3%	1%
Non-Single Family				
5/8"	50%	22%	11%	18%
3/4"	58%	27%	11%	4%
1"	53%	21%	8%	18%
1.5"	52%	27%	11%	10%
2"	52%	21%	10%	17%
3"	58%	26%	11%	4%

Non-single family customers demonstrate more usage outside Tier 1



FY 2024 Tier Revenue By Meter & Effective Unit Rate

27

Meter Size	Tier 1	Tier 2	Tier 3	Tier 4	Effective Unit Rate
Single Family					
All Meters	\$788,813	\$406,586	\$61,547	\$29,890	\$10.36
Non-Single Family					
5/8"	\$31,715	\$24,023	\$15,442	\$30,610	\$13.68
3/4"	\$19,920	\$16,199	\$8,185	\$3,711	\$11.99
1"	\$36,787	\$25,953	\$11,874	\$34,924	\$13.42
1.5"	\$39,092	\$35,129	\$18,101	\$20,425	\$12.88
2"	\$64,712	\$46,517	\$27,411	\$56,788	\$13.43
3"	\$40,801	\$31,694	\$17,823	\$8,147	\$12.03

Given usage patterns, non-single family customers are paying a higher effective unit rate as compared to single family customers.



David Hyder

Senior Principal

(202) 585-6391

David.Hyder@Stantec.com

Additional Questions and Follow-Up



STAFF REPORT

DISCUSSION/INFORMATIONAL ITEM

Item # 11.c

SUBJECT: Participation in the VA Dept. of Housing and Community Development's Virginia Main Street Program (Council) (pg. 155)

DATE OF MEETING: April 22, 2025

STAFF CONTACTS: John Heather, Economic Development
Summer Wilkes, Planning & Community Development

SUMMARY and RECOMMENDATIONS:

On March 11, 2025, the Town Council passed a motion for the Town Attorney to draft a resolution to end participation in the Main Street USA program (note, there is no Main Street USA program, and subsequently the Town Attorney corrected the motion to reflect “VMS”). This resolution to end VMS participation was postponed to the April 22, 2025 TC Working Session agenda.

On April 1, 2025, EDAC unanimously passed a motion recommending to Town Council that the June 12, 2024 resolution authorizing the Town’s participation in the Virginia Main Street program remain in effect and not cancelled as this is a requirement for grant funding, technical consultation, and future participation by the community-led Purcellville Main Street organization.

Recommendation: The motion should be removed from the TC agenda. A community-driven Purcellville Main Street (PMS) nonprofit organization has been established to spearhead community efforts to revitalize the historic downtown. Ending VMS participation cancels Town and PMS eligibility to apply for grants and technical assistance.

BACKGROUND:

The Purcellville Comprehensive Plan 2025 (written in 2006) on page 66 recommended: “Participate in the Virginia Main Street program.” Eighteen years later, EDAC recommended to Town Council (TC) to consider passing a resolution required to participate in the Virginia Main Street (VMS) program. The Staff Report for this resolution indicated that there were no Town financial requirements for participating in the VMS Exploring Main Street program.

On June 11, 2024, the Town Council passed a resolution authorizing the Town’s application for participation in the Virginia Main Street “Exploring Main Street” program. This application was approved by VMS on June 13, 2024. Subsequently, Economic Development has worked closely with VMS, including two PVL working-session visits by the program administrator with over 20 community participants at each session. Note, the first VMS session in August 2024 was attended by Mayor Bertaut, TC Member Rayner, TC Member Khalil, and TM Fraser.

On March 11, 2025, the TC passed a motion for the Town Attorney to draft a resolution to end participation in the Main Street USA program (note, there is no Main Street USA program, and

subsequently the Town Attorney corrected the motion to reflect “Virginia Main Street”). The TC vote on this resolution to end VMS participation was postponed to the April 22, 2025 TC Working Session agenda.

On March 12, 2025, the VMS program administrator participated in a day-long working session at the Train Station outlining different approaches to creating a community-led main-street nonprofit organization. When asked at this meeting, the program administrator responded: THERE ARE NO TOWN FINANCIAL OR PERSONNEL REQUIREMENTS TO PARTICIPATE IN THE VIRGINIA MAIN STREET EXPLORING MAIN STREET PROGRAM.

On April 1, 2025, EDAC unanimously passed a motion recommending to Town Council that the June 12, 2024 resolution authorizing the Town’s participation in the Virginia Main Street program remain in effect and not cancelled as this is a requirement for grant funding, technical consultation, and future participation by the community-led Purcellville Main Street organization.

ISSUES:

TOWN COUNCIL:

The noted concerns by TC members regarding Town participation in the VMS Exploring Main Street program included:

- An unspecified Town financial requirement to participate in the VMS Exploring Main Street program.
- A Town personnel requirement to act as the main street program executive director.
- A requirement for N 21st St to become a pedestrian mall.

Note: The VMS Exploring Main Street program requires no Town financial or personnel commitments. Additionally, there are no pedestrian-mall requirements as well.

COMMUNITY:

At a recent Town Council meeting, Ms. Amanda Dayton (Historic Downtown investor and newly-elected president of the community-led Purcellville Main Street organization) strongly urged the Town Council not to pass this resolution as neither the Town nor any community organization will be eligible for VMS funding or technical assistance.

CORRELATION TO STRATEGIC INITIATIVES:

A.1 Key Mention from Plan Purcellville 2006

- Page 66: “Participate in the Virginia Main Street program.”

A.2 Key Mentions from Plan Purcellville 2030

- Page 19: "Main Street is still a central hub in the Town and continues to reflect its history through architecture, layout, and design. The historic mill buildings and 21st Street are the focal points of the Town’s traditional central business and historic district."
- Page 20: "[T]he overall small-town character of Purcellville which residents have strongly expressed they highly appreciate and value [is] rooted in the Town’s history, these elements include the traditional architecture of the older neighborhoods and the downtown centered on Main Street and 21st Street, the re-purposed farm buildings that serve as evidence of the Town’s rural past, the nearby and abundant farmland and green space, and the people and sense of community that are prevalent in Purcellville."
- Page 53: "Mixed-Use Neighborhood Scale reflects the character for mixed-use activity-centered developments in areas close to existing neighborhoods and in the historic downtown. It focuses on smaller physical structures, often former residential or other buildings of similar size, singly or in small

groups."

- Page 54: "The Downtown South focus area includes commercial buildings close together, sitting right against the sidewalk edge with no green space or lawns. These attributes make Downtown a very safe and charming place for shoppers."
- Page 73: "Downtown is a focal point for community life, offering historic charm and a mix of uses that sustain its vibrancy."

BUDGET IMPACT:

There are no financial or personnel requirements for the VMS Exploring Main Street program.

MOTION(S):

TBD by Council

ATTACHMENT(S):

1. [Application](#)
2. [Resolution 24-06-01 Authorizing Participation VA Dept Housing and Com Dev VA Main Street Program](#)
3. [Resolution 25-03-02 Ending Participation in Virginia Main Street Program](#)
4. [VMS Acceptance Letter & Program Guidelines](#)

Applicant Information

Community: Town of Purcellville

Population: est. 9,000

Private Sector Organization (if applicable):

Designated Contact Person:

(include Name, Title/Affiliation, Address, Phone, Fax and E-mail)

John Heather | Economic Development Advisor | Town of Purcellville | 221 S Nursery Ave |
Purcellville, VA 20132 | Cell: 571-246-0331 | Fax: 540-338-6205

Date: May 6, 2024

Commitment Statement

The Town of Purcellville

_____ agrees to meet the requirements of an Exploring Main Street community as outlined in the [VMS Program Guidelines](#) and will eligible to receive Exploring Main Street services from DHCD as long as the requirements are met. *(Attach a resolution adopted by the local government – and by the private sector partner organization, if applicable – authorizing this application)*



John E Heather, Economic Development Advisor

Signature of Authorizing Agent from Local Government (please print name and title)

Signature of Authorizing Agent from Private Sector Organization, if applicable (please print name and title)

Community Information

1. **Briefly describe the economic and physical characteristics of your downtown or commercial district** (attach an 8½" X 11" map with building footprints showing district boundaries; include an aerial photo, if available).

Commercial buildings in the southern portion of Downtown are close together and sit right against the sidewalk edge. The parking lots are either located behind or to the side of the building. These attributes make the Downtown a very safe and charming place for shoppers. Historic and new homes sit close to Downtown making it a primary pedestrian, biking, and automotive destination in the heart of Purcellville. Many of the Town's long-standing historic businesses are located in this area, along with significant historic buildings including the train depot and the mill buildings. Current Zoning: C-4 Central Commercial; IP-Institutional and Public Use; Mostly included in the Historic Corridor Overlay.

2. **Briefly describe the structure of your organization** (attach list(s) of Board or committee members)

The Town of Purcellville was incorporated in 1904 and serves as the western Loudoun County hub for tourism and agricultural support. The town's Engineering, Planning and Development Department is advised by 3 citizen advisory committees: Planning | Economic Development | Board of Architectural Review.

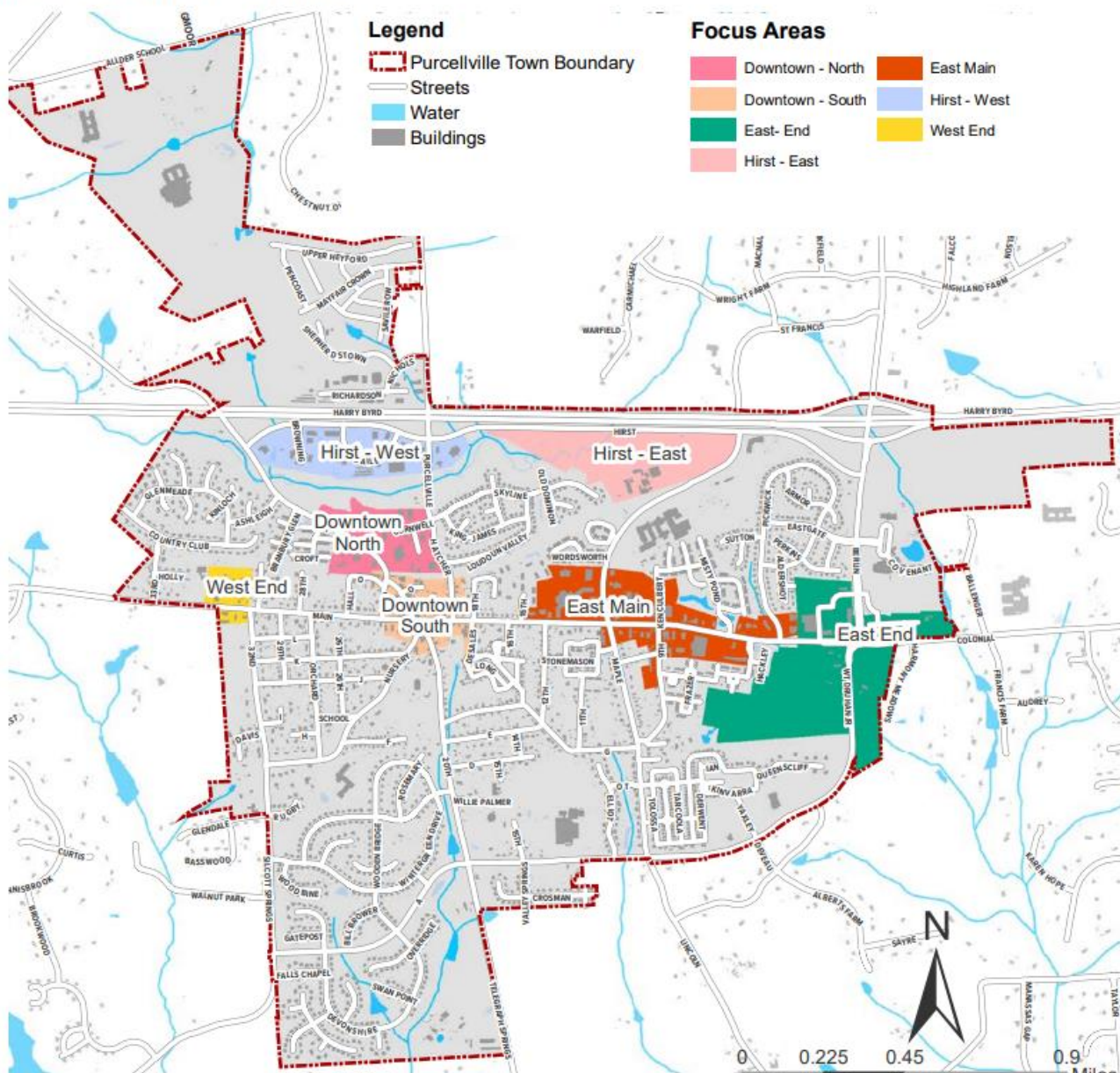
3. **Briefly outline the efforts made to improve the downtown or commercial district over the past five years.**

The town adopted a Comprehensive Plan 2025 incorporating extensive community input and professional analysis to seven "Focus Areas," two of which included the Historic Downtown (attached). Redevelopment of the historic downtown is a key priority for the town council, with recent town hires of a Planning Manager, Zoning Manager, and Economic Advisor within the last year. In April the Economic Development Advisory Committee (EDAC) hosted a roundtable meeting of the historic downtown property owners to announce the development of a downtown master plan to address consistent design guidelines for new development. In addition, one large property owner presented conceptual designs for a \$20-30m investment that will move forward upon completion of this plan's guidelines. In May EDAC will host a business "Meet & Greet" downtown in conjunction with Loudoun County Economic Development.

4. **Briefly describe what you hope to achieve by participating in Exploring Main Street.**

The timing is perfect for Purcellville to become included in the EMS program, with additional resources, expertise and education to be applied to the master plan development process and the district's near and long-term improvement to make this a sustainable tourism and business hub for western Loudoun County.

MAP 7. LAND USE FOCUS AREAS



This map shows the location of the seven focus areas. See the land use details on the following maps or the large format Land Use Plan Map on pages 45 and 46.

DOWNTOWN SOUTH

Commercial buildings in the southern portion of Downtown are close together and sit right against the sidewalk edge with no green space or lawns. The parking lots are either located behind or to the side of the building. These attributes make the Downtown a very safe and charming place for shoppers. Historic and new homes sit close to Downtown making it a primary pedestrian, biking, and automotive destination in the heart of Purcellville. Many of the Town's long standing historic businesses are located in this area, along with significant historic buildings including the train depot and the mill buildings.

EXISTING AREA FEATURES

- Current Zoning: C-4 Central Commercial; IP-Institutional and Public Use; Mostly included in the Historic Corridor Overlay
- Very pedestrian friendly design
- Smallest scale and most compact development form in Town
- Recent improvements to 21st Street parking and sidewalks

COMMUNITY INPUT

Participant input during community engagement activities showed a clear preference for mixed-use development in this area. A minority input indicated a desire for parks and open space in this area, specifically in the teardrop and parcels along North 23rd Street. Input also indicated that one to three-story buildings were highly preferred in this area with a mix of family-friendly retail and entertainment uses. There was also a strong preference for maintaining the character of buildings downtown.

MAP 14. DOWNTOWN SOUTH LOCATION



The images shown represent the desired character of the Downtown South area.



Figure 145. The sidewalks along 21st Street are engaging and allow for display contributing to the walkable environment



Figure 148. A landmark bank building displaying unique character and landscaping



Figure 146. The landmark architecture of the Magnolia Mill.

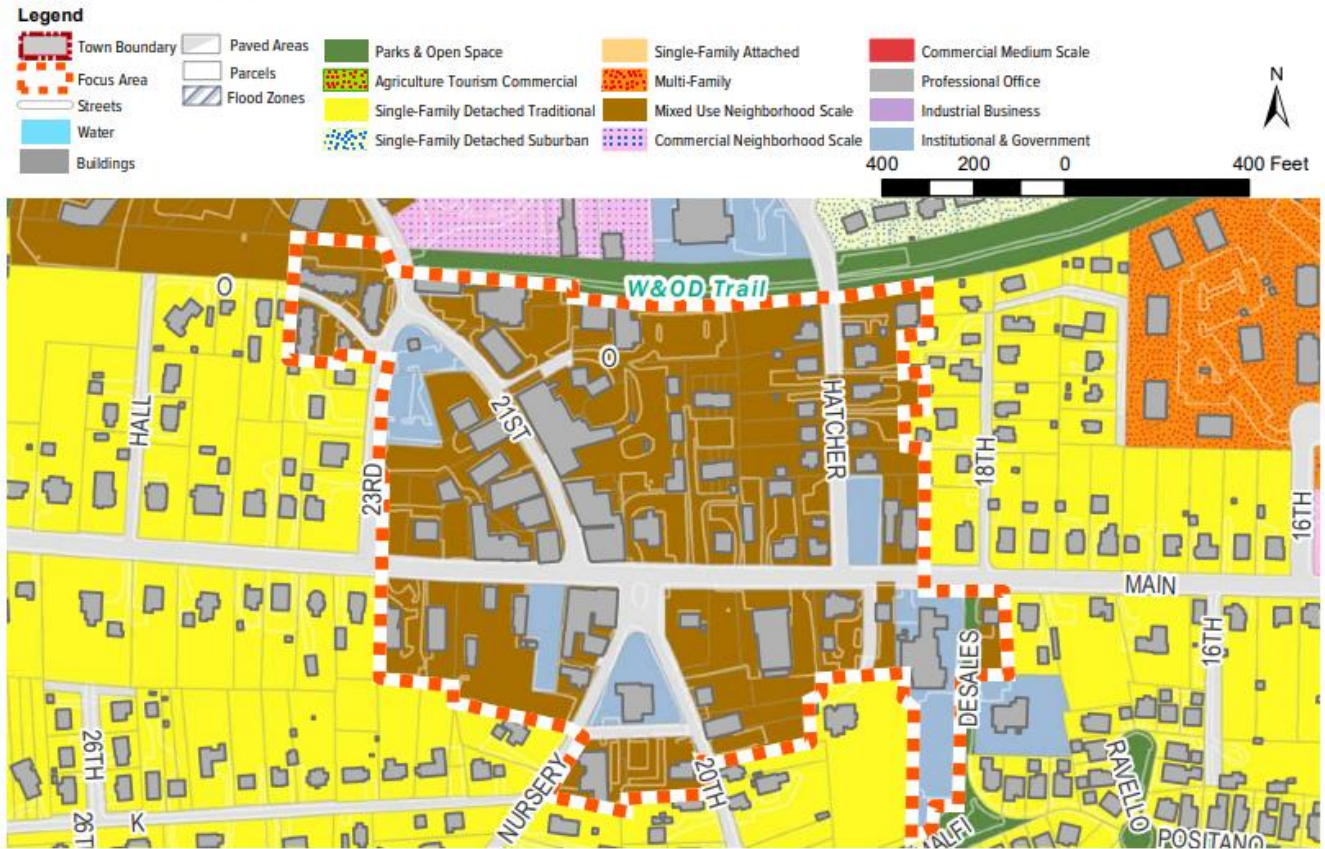


Figure 147. Main Street Businesses with traditional storefront architecture.



Figure 149. A local business in a traditional building, good adaptive reuse of existing structure

MAP 15. DOWNTOWN SOUTH FOCUS AREA



GUIDING STATEMENT

The traditional core of downtown Purcellville should be maintained with a maximum of three-story buildings with small-scale architectural articulation that is consistent with the historic buildings in this area. Preservation of the historically relevant architecture is important to the character. Any other buildings that are replaced or built as infill should reference the scale, proportion, style, and bulk and massing of the existing buildings, with the exception of the mills.

RECOMMENDATIONS

- Maintain historically relevant architecture.
- Reference the architectural character and scale of these contributing structures in any infill, redevelopment, or rehabilitation projects within the area.
- Limit the bulk of redevelopment and infill in the district to small footprint buildings similar to existing buildings.
- Limit buildings to no more than three stories, use traditional store front elements, and require vertical articulation of facades to reinforce appropriate proportions and scale.
- Encourage infill on available lots to match the zero front yard setbacks on 21st Street and do not allow parking lots in front of buildings along Main Street or 21st Street.
- Improve street connectivity north of Main Street.
- Improve sidewalks throughout the district and require them on both sides of any new connecting streets.
- Allow for mixed-use buildings that contain residential, office, and commercial uses.
- Allow for small-scale multi-family development north of Main Street.
- Allow single-family homes or residential-style office buildings along the borders of the district as an appropriate transition to existing residential areas.
- Incorporate open spaces, small parks, and event spaces into any redevelopment in this area in accordance with public input for the Plan.

DOWNTOWN NORTH

The north end of Downtown is a continuation of the southern, denser Downtown although it contains some older semi-rural industrial uses. The W&OD Trail serves as a divider between these two different areas of Downtown. In the north the buildings are larger, more spread apart, and have more parking than those to the south. The character of this area differs from the areas to the south and there is also a dramatic shift in topography, 21st Street is the high point and the land drops away to the northeast.

EXISTING AREA FEATURES

- Current Zoning: C-4-Central Commercial; IP-Institutional and Public Use, partially in Historic Corridor Overlay
- The traditional commercial architecture of 21st Street is important
- Challenging topography
- Intersection of industrial, commercial, and residential uses
- Existing zoning matches the southern part of downtown but the existing development is very different in scale, site design, and style

COMMUNITY INPUT

During community engagement activities, participants focused mostly on properties with frontage on 21st Street, indicating a strong preference for mixed-use on these sites. Several comments suggested that the charm of downtown should extend north along 21st Street.

MAP 16. DOWNTOWN NORTH LOCATION



The images shown represent the desired character of the Downtown North Area.

Example images from other communities illustrate how traditional small scale architecture can be adapted to sites with varying topography.



Figure 150. Example of new commercial buildings adapted to a sloping site. Similar techniques could be used here



Figure 152. Example of commercial frontage that has lower level parking and entries to the rear



Figure 151. Existing agricultural commercial uses have unique character



Figure 153. Newer multi-use buildings with good architectural character and design

MAP 17. DOWNTOWN NORTH FOCUS AREA

Legend



GUIDING STATEMENT

Downtown North should be a compact walkable district including housing, office, retail, services, restaurants, and industrial uses at a scale and character that is compatible with Purcellville's rural town traditions.

RECOMMENDATIONS

GENERAL

- Promote internal connectivity in this area.
- Improve sidewalks in the right-of-way along 21st Street and provide connections to the W&OD Trail.
- Require planting and maintenance of large native shade trees and evergreens to buffer between residential and non-residential uses.
- Use site design and architecture to create a transition between redevelopment and the adjacent residential uses.

- Maintain the architectural character of design elements that are recognized as "small town" such as conversion of single-family dwelling into business, train stations, etc.

AREA 1

- Maintain commercial development in this area, and encourage appropriately scaled, in-character infill.
- Redevelopment should be consistent with Commercial Neighborhood Scale guidelines.
- Re-examine zoning to better reflect the current use and development pattern.

AREA 2

- Encourage infill opportunities for the frontage along 21st Street.
- Manage change and preserve the Dillon House and its immediate environment.
- Use the topography to emphasize a pedestrian environment along 21st Street to continue the traditional downtown character.
- Locate parking behind buildings fronting on 21st Street.
- Encourage storefronts or office buildings at a scale similar to the character of downtown along 21st Street.

Mayor
Stanley J. Milan, Sr.

Town Manager
Rick Bremseth

Council
Christopher Bertaut
Carol Luke
Erin Rayner
Caleb Stought
Mary Jane Williams
Kevin Wright



221 S. Nursery Avenue
Purcellville, VA 20132
Phone: (540) 338-7421
www.purcellvilleva.gov

TOWN OF PURCELLVILLE
IN
LOUDOUN COUNTY, VIRGINIA

RESOLUTION NO. 24-06-01

PRESENTED: JUNE 11, 2024
ADOPTED: JUNE 11, 2024

A RESOLUTION: RESOLUTION AUTHORIZING PARTICIPATION IN THE VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT'S VIRGINIA MAIN STREETS PROGRAM

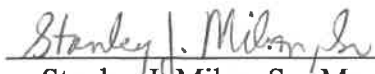
WHEREAS, the Virginia Department of Housing and Community Development administers the Virginia Main Street Program and provides an Exploring Main Street option for communities that are exploring downtown revitalization, and

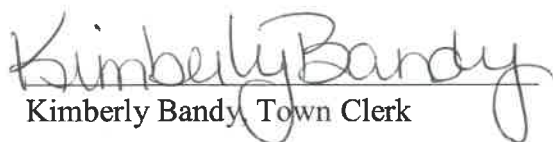
WHEREAS, Town staff is submitting an application for obtaining Exploring Main Street status for the Town of Purcellville.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of Purcellville, Virginia authorizes and endorses the Town's application for participation in the Virginia Department Housing and Community Development's Virginia Main Streets Program as part of the exploring Main Street tier.

PASSED THIS 11th DAY OF JUNE, 2024.

ATTEST:


Stanley J. Milan, Sr., Mayor


Kimberly Bandy, Town Clerk

Mayor
Christopher Bertaut

Council
Susan Khalil
Carol Luke
Ben Nett
Erin Rayner
Caleb J. Stought
Kevin B. Wright



Interim Town Manager
Kwasi Fraser

Assistant Town Manager
Diana Hays

221 S. Nursery Avenue
Purcellville, VA 20132
www.purcellvilleva.gov

TOWN OF PURCELLVILLE
IN
LOUDOUN COUNTY, VIRGINIA

RESOLUTION NO. 25-03-02

PRESENTED: March 25, 2025

ADOPTED: _____

A RESOLUTION: TO RESCIND RESOLUTION 24-06-01 AUTHORIZING PARTICIPATION IN THE VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT'S VIRGINIA MAIN STREET PROGRAM

WHEREAS, at the June 11, 2024, Town Council Meeting, the Council adopted Resolution 24-06-01 authorizing the Town's participation in the Virginia Department of Housing and Community Development's Virginia Main Street Program (VMS); and

WHEREAS, after discussion at the Town Council meeting on March 11, 2025, Town Council voted to direct the Town Attorney to create a resolution ending the Town's participation in the program, and to direct the Town Manager not to engage or employ town staff in activities relating to the program due to the potential financial commitment it would create for the Town.

NOW, THEREFORE, BE IT RESOLVED that Town Council Resolution No. 24-06-01 be and hereby is rescinded, and the Town Manager is directed to take any steps necessary to end the Town's participation in the Virginia Main Street program.

PASSED THIS ____ DAY OF MARCH 2025.

ATTEST:

Christopher Bertaut, Mayor

Kimberly Bandy, Town Clerk



Glenn Youngkin
Governor

Caren Merrick
Secretary of
Commerce and Trade

COMMONWEALTH of VIRGINIA

DEPARTMENT OF
HOUSING AND COMMUNITY DEVELOPMENT

Bryan W. Horn
Director

June 13, 2024

Rick Bremseth
Town Manager
Town of Purcellville
221 South Nursery Avenue
Purcellville, Virginia 20132

Dear Mr. Bremseth:

This letter is to inform you that the Town of Purcellville has been accepted as an Exploring Main Street (EMS) community, a tier of DHCD's Virginia Main Street program. Congratulations!

I am attaching a list of the other EMS communities, along with a copy of our Program Guidelines. The Guidelines discuss the services available to the Town of Purcellville as an EMS community, as well as the responsibilities (see page 4). Please note that the distinction of "Virginia Main Street Community" is to be used only by communities that meet all eligibility and designation requirements and that have been competitively selected for full designation. We therefore request that you use the following phrasing when you refer to your community with regard to the Virginia Main Street program:

The Town of Purcellville: an Exploring Main Street community

Your assigned Virginia Main Street Program Administrator is Blaire Buerger. Please reach out to her directly at blaire.buerger@dhcd.virginia.gov or 804-840-9472 if you have any questions. We look forward to working with you!

Sincerely,

Courtney Mailey
Program Manager
Virginia Main Street

C: John Heather, Town of Purcellville
Blaire Buerger, DHCD



Virginia Department of Housing and Community Development | Partners for Better Communities
Main Street Centre | 600 East Main Street, Suite 300 Richmond, VA 23219
www.dhcd.virginia.gov | Phone (804) 371-7000 | Fax (804) 371-7090 | Virginia Relay 7-1-1



VIRGINIA
MAIN
VIRGINIA DEPARTMENT
OF HOUSING AND
COMMUNITY DEVELOPMENT *Street*

**2024 PROGRAM
GUIDELINES**

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INTRODUCTION

Main Street is a national model created by the National Main Street Center (NMSC), a subsidiary of the National Trust for Historic Preservation, to bring jobs, dollars, and people to small towns and commercial districts. It is a powerful, grassroots network consisting of over 45 Coordinating Programs and more than 1,600 neighborhoods and communities across the country committed to creating high-quality places and to building stronger communities through preservation-based economic development. Main Street programs leverage private and public investment and capitalize on the unique appeal of historic downtowns and communities. The result is one of the most successful economic revitalization strategies in the country.



As a Main Street America™ Coordinating Program, the Virginia Main Street (VMS) program, housed in the Virginia Department of Housing and Community Development (DHCD), nurtures successful local revitalization programs across the state based on the Main Street Approach™.¹ From 1985 to 2023, the VMS program has supported the opening or expansion of more than 8,500 businesses; created more than 27,000 jobs; and generated more than \$2.6 billion in public and private investment in Virginia.²

Three Tiers of Participation



The VMS program provides technical assistance, consulting services, training, and grant funding to communities of all sizes with different levels of experience in, and commitment to, commercial district revitalization. There are three levels of participation in the VMS program:

1

Exploring
Main Street

2

Mobilizing
Main Street

3

Advancing
Virginia Main Street

VMS works with all three tiers - utilizing local and regional assets, community vision, and market understanding to create qualitative and quantitative outcomes through targeted design, economic, organization, and promotional strategies and activities. Layering grant opportunities and technical assistance with economic development, entrepreneurship, urban design, and fundraising, VMS strives to provide each community with individualized support.

¹ National Main Street Center; Main Street America; Main Street; Main Street Four Points; and Main Street Approach are registered trademarks of the National Main Street Center.

² Adjusted to 2023 dollars using the Consumer Price Index.

Communities in all three tiers are encouraged to leverage VMS training, information, and consulting services, along with other DHCD programs and funding such as Community Development Block Grants (CDBG), Community Business Launch (CBL), and the Industrial Revitalization Fund (IRF) – just to name a few.

COMMUNITY REVITALIZATION PROGRAM TIERS

Tier One: Exploring Main Street

The Exploring Main Street (EMS) tier is open to all communities, including incorporated and unincorporated municipalities and urban neighborhood commercial districts, who are exploring the Main Street Approach for downtown commercial or neighborhood revitalization. EMS communities have access to organizational development services and grant opportunities through VMS.

Eligibility: EMS communities are pedestrian-oriented commercial areas that are interested in community and historic revitalization practices that spur local economic activity. At the heart of every EMS community are local stakeholders that are working to adopt the Main Street Approach as the foundation of their long-term sustainable revitalization efforts.

Application Process: Communities complete a non-competitive application. Applications are accepted on a rolling basis and must include an adopted resolution from the local government noting their support and authorization. Visit dhcd.virginia.gov/vms to download a PDF version of the application. To learn more, contact VMS at mainstreet@dhcd.virginia.gov.

Requirements: EMS communities must keep their community contact information updated with VMS and are expected to attend VMS trainings or request VMS technical assistance at least once a year, as well as give an annual update each January of the program's progress. Participants are also encouraged to join Main Street America (MSA) as a Community Member at the Affiliate level. To join, visit mainstreet.org.

Grants: EMS communities are eligible to apply for VMS grants such as Community Vitality Grants (CVG) and Financial Feasibility Grants (FFG), which can provide additional funding for projects such as: organizational development consulting services, entrepreneur support programs, place-making projects, façade programs, and environmental design consulting services. Please consult the VMS Grant Manual for additional information.

Services: VMS provides EMS communities with technical assistance as resources permit. VMS can assist with organizational issues including roles and responsibilities of staff and Board/Committee and work plan development (either on-site or virtual).

Exploring Main Street	
Follow the Main Street Approach	The Main Street Approach is the foundation of long-term sustainable revitalization.
Active Participation	Each year, EMS staff or volunteers must attend a minimum of one VMS-sponsored training from the calendar at viriniainmainstreet.com or reach out to their VMS program administrator at least once per year.
Progress Reporting	EMS communities must maintain updated contact information with VMS and must give an annual report of their program's progress each January.
Main Street America Membership at Affiliate level	EMS communities are encouraged to join MSA as a Community Member at the Affiliate level. This membership provides access to additional resources, contacts, and examples.
Work in a pedestrian-oriented commercial district	EMS programs should generally have a pedestrian-oriented commercial area with a focus on economic development through locally owned businesses and fostering entrepreneurship.
Organizational Visit	VMS assists with organizational issues including roles and responsibilities of staff and Board/Committee. Work planning assistance is also provided. (On-site or Virtual)
Grants	Grants are available for services such as organizational development, facilitating visioning or mission statements; brand development; and physical enhancement projects. May be eligible for other DHCD grants.

Tier Two: Mobilizing Main Street

Mobilizing Main Street (MMS) is a two-year program that provides targeted organizational development support to build a community's revitalization program using the Main Street Approach. Through grassroots leadership and a commitment to holistic preservation-based economic development, downtown champions can create lasting impact for the local economy and community as a whole.

Alongside fellow MMS cohort members, participants work to better position their community for economic opportunity. The program's curriculum focuses on building the capacity of the local Main Street initiative to further their local mission. VMS works closely with MMS communities to build a solid organizational foundation and enhance their implementation of the Main Street Approach, which will ultimately prepare participants for the responsibilities of Advancing Virginia Main Street (AVMS) designation and Main Street America Community Accreditation.

At the end of the MMS two-year program, communities are eligible to apply for AVMS designation. Completion of the MMS curriculum is a requirement for communities that intend to pursue application for AVMS designation.

Eligibility: Active EMS communities that are looking to further their Main Street work and aspiring to pursue AVMS designation should consider MMS. MMS communities should:

- Meet the description of a Main Street District;
- Have an existing 501(c)(3) nonprofit with a mission for commercial district revitalization OR an existing Main Street steering committee consisting of a chairman and minimum of five (5) stakeholder members, and;
- Have local government support and commitment to Main Street as an economic development strategy, which could be a recent EMS or MMS resolution, financial contribution to Main Street program operations, and/or municipal letter of support.

Interested communities are strongly encouraged to contact VMS staff to discuss their goals, level of need, potential for investment, and available resources to determine whether MMS is the right fit.

Application Process: Communities complete a competitive application. The application includes an organizational assessment, commitment statement, and an adopted resolution from the local government noting their support. Applications are available on a biannual basis and new communities will be accepted into this tier as resources allow. Visit dhcd.virginia.gov/vms to download a PDF version of the application.

Requirements: MMS communities will be required to sign a commitment statement outlining the participation requirements and expectations of the MMS program. These include, but are not limited to the:

- Establishment of a dedicated committee that will participate in the MMS program;
- Achieving incorporation and 501(c)(3) non-profit status, if not currently;
- Regular attendance and participation in MMS webinars, huddles and Rev Ups (both in-person and virtual), along with the completion of any/all session work is required for the duration of the two-year program;
- Representation at all other VMS trainings;
- Apply for and maintain [MSA community membership](#) at the Affiliate level, and;
- Document their program's progress each year, by submitting an annual report to VMS in January.

Grants: MMS communities are eligible for Community Vitality Grants (CVG) and Financial Feasibility Grants (FFG) through VMS. For more information, please refer to the VMS Grant Manual. They are also encouraged to apply for additional DHCD grants to leverage additional resources in the community. VMS staff can assist with more information on these opportunities.

Services: VMS provides MMS communities with ample technical assistance and resources throughout the two-year MMS program. VMS will assist with organizational development issues such as staff and Board roles and responsibilities, annual work plan development, fund development, volunteer engagement and management plans, non-profit organizational management, and/or urban planning to direct the design work of the organization.

Mobilizing Main Street	
Requirements	MMS communities must have a dedicated committee to attend monthly meetings and sessions as a part of the MMS curriculum. Regular attendance, participation, and completion of the session work is required. MMS community staff and/or volunteers are expected to attend all VMS sponsored trainings (listed on virginiamainstreet.com).
Progress Reporting	MMS programs must annually submit to VMS: minutes of Steering Committee/Board of Directors meetings; Treasurer's Reports; and follow-up activity evaluations.
National Main Street Center Membership at Affiliate level	MMS programs must join MSA at the Affiliate level. This membership provides access to additional resources and examples of how to implement the Main Street Approach.
Work in a pedestrian-oriented commercial district	MMS communities should have pedestrian-oriented commercial areas with a focus on locally owned businesses and fostering entrepreneurship, unless otherwise approved by VMS.
Services and Grants	MMS communities are eligible for all the services and grants of EMS communities.
Reconnaissance Visit	VMS and/or outside specialists perform a preliminary needs assessment of the physical and economic environment of the community and downtown (on-site or virtual).
Organizational Services	VMS and/or MSA staff assists with organizational issues including roles and responsibilities of staff and Board. Assistance includes: annual work plan development, fund development, volunteer management plans, and non-profit organizational management. Additional topics such as urban planning and design may be available.

Tier Three: Advancing Virginia Main Street

Advancing Virginia Main Street (AVMS) is the top tier of VMS participation. AVMS communities have established volunteer organizations that are committed to long-term implementation of the Main Street Approach. These organizations are found in cities, towns and neighborhoods across the Commonwealth that have a strong local will to create positive change in their community. They are supported by their local municipality and other local community and economic development organizations, along with VMS and MSA.

Eligibility: Towns, cities, or neighborhoods must meet the following requirements to be eligible to apply for AVMS designation:

1. Maintain [MSA community membership](#) at the Accredited level;
2. Be an established 501(c)(3) non-profit organization with an independent Board of Directors and a paid, professional executive director dedicated to managing the work of an all-volunteer organization.
 - a. For communities with 5,000 or more in population the executive director must be full-time.
 - b. If the community is less than 5,000 in population, the executive director can be part-time, working at least 20 hours per week;
3. Demonstrate active partnership with at least one (1) local government partner;
4. Demonstrate organizational sustainability that includes broad community support, and;
5. As of 2023, communities must complete the two-year MMS program to be eligible to apply for AVMS designation.

Additional information can be found in the “AVMS Eligibility Criteria Expanded” section below.

Application Process: AVMS designations are available through a competitive application process offered every few years as resources permit. Competitive applicants are community driven and have strong organizational capacity to implement downtown revitalization based on the Main Street Approach.

Requirements: In addition to the accreditation requirements set by MSA, VMS expects AVMS programs will also meet the following criteria and continue to meet them to maintain their designation and receive VMS services:

- Focusing their work in their Main Street district
- Utilizing the Main Street Approach
- Public/Private Letter of Agreement; VMS Biennial Agreement
- Submit timely reporting information to VMS

Additional information can be found in the “AVMS Requirements for Designation Expanded” section below.

Grants: AVMS communities are eligible for Downtown Investment Grant (DIG) and Financial Feasibility Grants (FFG) through VMS. For more information, please refer to the VMS Grant Manual. Communities are also encouraged to apply for additional DHCD grants to leverage additional resources in the community. VMS staff can assist with more information on these opportunities.

Services: In addition to on-going technical assistance provided by VMS staff, AVMS communities are also eligible for various consultant services including architectural design, organizational assessments, and downtown development planning. To see a complete list, please refer to the “Consultant Services” section below.

AVMS Eligibility Criteria Expanded

The requirements for AVMS eligibility are outlined above and more detailed information is provided below regarding each of the individual requirements.

1. Be an Accredited Member of Main Street America (MSA).
2. Demonstrate local program support through a 501(c)(3) non-profit organization dedicated to downtown revitalization and a paid, professional executive director dedicated to managing the work of an all-volunteer organization. Revitalization organizations must be incorporated with the Commonwealth of Virginia, hold or have applied for 501(c)(3) non-profit status with the Internal Revenue Service, and maintain an independent Board of Directors with independent decision making, fund development, and fiscal management. With written approval by VMS, local programs may be housed within or partnered with another local organization, but must maintain organizational self-government.

Why is an independent organization important? Experience shows that an AVMS organization functions most successfully as an independent 501(c)(3) nonprofit. Working in partnership with local government, as well as Chambers of Commerce and other community organizations, successful AVMS programs focus on creating an inviting downtown business environment, rather than the larger geographical area addressed by other community partners. If your community is interested in AVMS designation, your organization will need to apply with the Internal Revenue Service for 501(c)(3) status.

3. Demonstrate active partnership with at least one local government partner. The municipality within which a local program operates benefits the most from the revitalization organization's efforts. Increased entrepreneurship, private investment, and social activity restore economic vitality to the heart of the community. Fiscal and in-kind support from local government is critical to, but not the sole support of, the local program. Communities are required to provide a written commitment of the support, including financial support, provided by their local governments as a component of eligibility, as well as ongoing support.

Why is financial commitment from the local municipality important? Financial support, stability, and diversity is key to an AVMS program's success. A comprehensive fund development program should include pledged support from local government(s), corporations, independent businesses, and individuals, as well as anticipated revenue from fee-based programs and services, registrations from events, attractions, and organizational/event sponsorships. Commitments for funding support for your AVMS program's first three years of operation must be in place and documented in the designation application.

4. Demonstrate organizational sustainability. Local revitalization efforts are often in the hands of a dedicated group of property owners, business owners, and community volunteers. However, the demands of work, family, and other community activities can become too demanding for that core volunteer group to maintain their initial level of activity. Many Boards of Directors serve no more than two successive terms with one-third of the Board rotating from service on an annual basis. Former Board members can make valuable committee members and are encouraged to serve in alternate capacities for at least one three-year term before being invited to return to Board service.

What is “community-driven” and why is it important? Main Street promotes a community-driven process that brings diverse stakeholders from all sectors together, inviting them to be proactive participants in the revitalization process. This essential step provides a foundation for outlining the community’s own identity, expectations, and ideals while confirming real and perceived perceptions, needs and opportunities. It also ensures that the vision is a true reflection of the diversity of the community.

5. Completion of the two-year MMS program. The MMS curriculum helps communities establish a solid foundation for their local Main Street initiative and prepares them for AVMS designation. For more information, please see the “Tier Two: Mobilizing Main Street” section above.

AVMS Requirements for Designation Expanded

AVMS designated communities must meet the MSA’s annual accreditation requirements. In addition, VMS expects the program will also meet the following criteria and continue to meet them to maintain their designation and receive VMS services.

Advancing Virginia Main Street Requirements (in addition to Main Street America Standards)	
Work in a Main Street district	Main Street districts must be a physical setting conducive to applying the Main Street Approach, including a pedestrian scale and orientation; critical mass of buildings and businesses; and critical mass of structures that would be eligible for frequently used rehabilitation incentives.
Use the Main Street Approach	Main Street provides the only proven, comprehensive approach specifically designed to address the issues and opportunities of traditional downtown commercial districts. Following the approach is a requirement of initial and on-going designation. Downtown revitalization in the context of historic preservation is central to the approach. Whether your program is project- or committee-driven, the strategic inclusion of the components of Design, Organization, Economic Vitality, and Promotion are vital to its success.
Public/Private Letter of Agreement; VMS Biennial Agreement	Local commitment and support are critical to Main Street success. In designated communities, the downtown organization signs a letter of agreement with the local government as well as an organization contract with VMS that clearly specifies the responsibilities of each entity. AVMS communities are required to renew their contract with VMS bi-annually.
Submit timely information to VMS	All designated Main Street communities must submit the following each year: 1) twelve monthly reports (submitted quarterly); 2) salary survey; 3) program survey; and 4) an annual report that includes: a) a vision and mission statement, b) the actual budget, including revenues and expenses, c) a list of the board of directors, d) dates and topics of training for board, volunteers and staff (including attendance record for VMS training), e) key accomplishments and achievements, and f) the current Comprehensive Main Street work plan.

Reporting Information Required for AVMS Communities

Main Street program performance information must be submitted to VMS each year. This serves the dual purpose of determining eligibility for recognition as an Accredited Main Street America™ Community and providing an opportunity for targeted assistance from VMS as needed. Communities must submit:

- Monthly business creation, job creation and investment reports, which are submitted quarterly to VMS
- An annual report that includes:
 - Vision and mission statement,
 - The actual budget, including revenues and expenses,
 - List of board of directors,
 - Dates and topics of training for board, volunteers and staff (including attendance record for VMS)

- training),
- Key accomplishments and achievements,
- Policies and procedures,
- The current Comprehensive Main Street work plan,
- Salary and benefits survey, and
- Program evaluation survey.

If these items are not submitted, or indicate that the organization may not be meeting accreditation requirements, VMS will immediately begin working with the community on a plan to maintain designation.

Resources for AVMS Communities

Restored facades, lower vacancy rates, and new streetscapes are not signs that revitalization is finished. It means that AVMS programs are entering the management phase and must continue to meet all designation requirements. VMS provides ongoing services to assist current communities in maintaining long-term effectiveness and progress. Using a performance-based approach, VMS will provide the services listed below, as resources allow and as determined between the community and VMS to set appropriate strategic outcomes.

Resources for Advancing Virginia Main Street Communities	
Specialist Services and Technical Assistance	
Design Assistance	Comprehensive assistance from an architect experienced with older historic commercial architecture, including façade designs, consultations, and training.
Specialist On-site Visits	VMS staff available on request.
Remote Consultation	VMS and MSA staff members available by phone, video meetings, and e-mail.
Organizational Visit	VMS and/or MSA staff assists with organizational issues including roles and responsibilities of staff and Board. Assistance includes: annual work plan development, fund development, volunteer management plans, and non-profit organizational management. Additional topics available. (On-site or Virtual)
Annual Evaluations	An annual evaluation is conducted to determine MSA Accreditation according to six performance standards which provides national recognition.
Research	VMS research assistance on topics of interest using state and national contacts.
Program Support and Professional Development	
Program Director Training	Regular training by state and national experts is provided. Local program directors must attend.
Regional Board Training	Board members are required to attend State or National Main Street Board training within one year of the beginning of their term of service.
Virginia Main Street Trainings and Webinars	A variety of training for local program professionals, public and private partners, and local officials. Provided by VMS and outside specialists to include virtual, classroom and field session training, as well as presentations on downtown revitalization topics.
Main Street Now Conference	Scholarships to the MSA's annual conference are provided as resources allow. (Only available to Accredited Main Street communities.)
Resource & Information Sharing	Frequent electronic communications from the MSA and VMS assist local programs with accessing programs, services, and information around the Main Street global network. On-site state and regional meetings provide networking and resourcing opportunities among local programs.

Marketing	
Public Relations	Regular press coverage and exposure provided through media releases and marketing materials, and other promotional opportunities.
Use of Main Street Logo	The Main Street America logo is available for use only by nationally accredited communities.
Use of VMS Logo	The Virginia Main Street logo is available for use only by designated Advancing Main Street communities.

Training and Continuing Education

Virginia Main Street offers a variety of learning experiences designed to convene commercial district revitalization leaders from across the commonwealth, including local program professionals, public and private partners, and local officials, to learn about the innovative methods and practices that fuel the Main Street Approach® and catalyze results. Offerings include:

- On-demand recorded trainings and publications
- Webinars for convenient on-line learning and content delivery
- Facilitated virtual meetings for regular peer support and solution-based discussions
- In-community workshops for real-time interactions and skill development
- National conference scholarships for three days of educational sessions, special events, and mobile workshops to explore the host city

Webinars

Purpose: A periodic, virtual training format addressing current downtown development needs, solutions, resources, and real-world application.

Rev Up Workshops

Purpose: An in-person half-day workshop designed for networking, learning, and seeing the possible through peer communities.

Main Street Now Conference

Purpose: A national event, hosted by the National Main Street Center and a state-coordinating program, providing attendees with an opportunity to convene and learn about the innovative methods and practices that make the Main Street Approach®. The commercial district revitalization leaders from across the country for three days of education sessions, special events, mobile workshops, and opportunities to explore the host city. The conference offers solutions to common problems and new techniques to help communities thrive.

Tier 1: Exploring Main Street

Community Interchange

Purpose: This triannual, virtual gathering, facilitated by VMS staff for Exploring Main Street communities, focuses on strengthening the program's network of leaders and boosting Main Street efficacy in communities.

Tier 2: Mobilizing Main Street

Two-year program, for Exploring Main Street communities interested in pursuing Advancing Virginia Main Street designation, that provides targeted organizational development support to build a community's revitalization program using the Main Street Approach™

Cohort Huddles

Purpose: This monthly virtual gathering is dedicated to regular connection, peer support and solution-based discussions focused on targeted organizational development and effective revitalization programs.

Tier 3: Advancing Main Street

Program Director Retreat

Regular training by state and national experts is provided. Local program directors must attend.

Purpose: Providing an in-person learning experience that inspires skill development for economic development and community advocacy professionals

Director Huddles

Purpose: This quarterly virtual gathering, facilitated by VMS staff for the Advancing Virginia Main Street (AVMS) program managers, is dedicated to regular connection, peer support and solution-based discussions.

Board Forums

Purpose: This triannual virtual gathering, facilitated by VMS staff for local AVMS program board presidents, is focused on unifying the network of nonprofit leaders and boosting Main Street efficacy in communities.

Economic Vitality Services

The VMS program provides consultant services that are connected to the ongoing work and plans of AVMS, MMS and EMS communities as resources and eligibility allow. Steady progress in meeting fundamental activities must occur during the first three to five years of the organization's AVMS designation in order for specialist services to continue. Progress on fundamental activities will be assessed during end-of-year evaluations.

Architectural Services

Architectural services are available, as program resources allow, for a variety of services. Those services, based on the scope of work identified by VMS and the architectural design service consultant each program year, may include the following services.

Site visits – Site visits can include meetings with property owners and studying individual buildings to find feasible design solutions for historically sensitive restoration and maintenance. Design consultations will range from providing assistance with compatible signage design to storefront design and rehabilitation recommendations. The Consultant shall also provide general technical assistance on proper building rehabilitation techniques consistent with the *Secretary of the Interior's Standards for Rehabilitation*, as well as look at non-building improvements such as streetscape or parking lot layouts.

Long Distance Façade Renderings – Long distance façade improvement renderings and recommendations that property owners can use to complete their projects in a historically sensitive manner.

Specialized Design Visits – A limited number of specialized design visits are offered to AVMS communities. The purpose of the visits may include:

- a. Wayfinding Sign Systems. Wayfinding consultation includes a preliminary inventory of existing signs, interviews with key stakeholders in the community about the need for a system, potential destinations, and current and potential graphics or system. During the visit, a presentation to the community summarizes these findings along with an overview of how wayfinding works, and recommendations for next steps. A follow-up report includes schematic designs for the community including gateway and trailblazer signage, shows examples from other communities, and provides guidance for the community to move forward with designing and implementing a system. This guidance includes cost estimates and examples, but not construction documents.
- b. Adaptive Reuse/Feasibility Study. Feasibility studies show property owners and the community how to proceed with making improvements to “white elephant” buildings or buildings “ready for demolition.” A

feasibility study visit includes the evaluation of the building, which can be roughly 30 feet wide by 100 feet deep and two-stories high. The visit also includes a preliminary assessment of the building's architectural features and historic value, documentation of the building, and an interview with the property owner to learn possible uses. The feasibility report outlines a scope of work to bring the building back into service, a building code analysis, potential uses, plans, historic tax credit potential, and a range of comparable construction cost estimates.

- c. Other Study. In the course of the year, if another type of study related to design or aesthetics is determined necessary by the VMS, a specialized site visit can be customized to that need.

Only AVMS organizations may apply for these services. VMS approves each service in consultation with the Consultant (architect).

Organizational Development Services

Organization visits must involve the local AVMS organization board, committee representation, staff, local government representatives and other local Main Street stakeholders. Organization services are available for a variety of services, as program resources allow. Those services are based on the scope of work identified by VMS and the MSA each program year and may include the services described below.

Organizational Assessment Visit - MSA and VMS staff conduct a one or two-day visit to evaluate an AVMS organization's efforts, recognize the program's accomplishments and develop strategies for future programming. This includes assessing the AVMS program's structure, strategic plan, and committee work plans. The consulting team looks at Board health, the effectiveness of each committee to ensure that Design, Promotion, Economic Vitality, and Organization activities are included, and the perception of the AVMS organization by local government leaders and stakeholders. A final report providing recommendations for the AVMS program will be provided shortly after the visit.

Organization Consulting Visit - MSA provides, in coordination with VMS, one- to one-and-half day visits for communities needing additional board and committee training, strategic planning assistance, fundraising planning, and/or work plan development. The MSA consultant customizes each organizational visit.

Fundraising Plan Development - MSA provides, in coordination with VMS, one-and-a-half day visits for communities needing additional fundraising development assistance. This service helps the organization plan, implement, and market a comprehensive fundraising campaign tailored to challenges and opportunities in a specific community.

Promotional Assessment Visit - MSA provides, in coordination with VMS, one-and-a-half day visits for communities needing assistance evaluating their promotions events and calendars. This service helps the organization better plan, implement, and market a comprehensive promotional calendar given the distinct challenges and opportunities in a specific community.

AVMS communities are eligible for these organizational services, valued at an estimated \$7,500 each. VMS, at its discretion and as funds are available, may offer any organizational consulting visits and services to EMS and MMS communities that are working to pursue AVMS designation.

The Center for Nonprofit Excellence (CNE) is a 501(c)(3) that provides consulting, training, information, tools, and resources to nonprofits organizations. AVMS communities may access CNE member services such as:

- Discounted training rates for board, management, and finance,
- Leadership mentoring, coaching, and mastermind groups,
- Best practices information and research, and
- Online job board, event calendar and social media postings.

More information about CNE and their services can be found at their website, thecne.org. If used to its full capacity, this service value is estimated at approximately \$1,000 or more per community, annually.

Strategic Economic Development Planning Services

Strategic Economic Development Planning Services are available, as program resources allow. Those services, based on the scope of work identified by VMS and the MSA each program year, may include the following services.

Market-Based Transformation Strategy Services - MSA and VMS staff conduct a two-day visit to assist in creating a downtown development plan, identifying and prioritizing work for the Economic Vitality Committee, and developing a market position strategy. The visit usually includes a two- to three-hour work session and results in a final report providing recommendations for the AVMS organization's economic vitality strategies. The report will be provided shortly after the visit. All visits are customized based on a community's previously completed economic vitality studies and planning.

This service is only effective with the full involvement of the AVMS Board, Economic Vitality Committee, staff, local downtown development experts and local stakeholders.

Only AVMS communities are eligible for this service and you will have to be current and in good standing with both VMS and MSA to be considered. The value of this service is estimated at \$7,500.

Technical Assistance

Each AVMS and MMS community has an assigned VMS team member on call to help troubleshoot and spot emerging issues as they arise.

Grant Opportunities

Each year, DHCD and VMS offer a number of grant opportunities to further the revitalization and preservation of Virginia's historic downtowns and neighborhood commercial districts with a goal of creating vibrant and thriving local economies. Grant opportunities made exclusively for our VMS communities include Downtown Investment Grants, Community Vitality Grants, and Financial Feasibility Grants. For information regarding available VMS grants, please confer the [VMS Grant Manual](#).

Knowledge Sharing

Virginia Main Street disseminates information and expertise about historic commercial district development and management through a variety of platforms, including but not limited to: live delivery presentations, recorded webinars and podcasts, an online blog series, a monthly e-newsletter and e-blasts, written technical briefs, and an interactive online community for downtown managers to support one another directly.

Through the continuous exchange of information, insights and expertise, Virginia Main Street (VMS) seeks to foster learning, innovation and collaboration among people. By enabling individuals, teams or organizations to experience personal growth, organizational success and Main Street advancement, we can push the boundaries of what we can achieve, together.

Our knowledge sharing efforts can take various forms, including but not limited to:

- In-person and/or virtual conversations and presentations;
- Blog posts that highlight stories from communities and other how-to information;
- Online newsletter and e-blasts that spotlight the latest community revitalization-based news and happenings;
- Podcasts that feature the voices of leaders and change makers from across Virginia;

- Tech sheets designed to help localities develop upper-story housing downtown, wayfinding sign systems, and more; and
- Evergreen webinars that cover best practices, strategies and other information every Main Street leaders needs to know.

Main Street America Standards of Performance

MSA has six (6) Standards of Performance that a community program must meet to be considered an Accredited Community. Receiving Accredited Main Street America status is a prestigious designation. While every AVMS program can work toward accreditation, not every program receives it every year. VMS evaluates AVMS programs every year and submits those eligible for national accreditation to MSA for recognition.

Performance to the accreditation standards of the MSA is required of all AVMS communities. Failure to achieve accreditation for two consecutive years may result in a program losing AVMS designation. If an AVMS program is unable to meet the accreditation standards, the organization, VMS, and the local government will agree upon a remedial action plan.

Non-Compliance and Remediation

Occasionally, a community with an interest in maintaining AVMS designation encounters difficulty meeting the requirements in one or more areas. The organization is strongly recommended to contact VMS as soon as possible to discuss the situation, arrange assistance, and develop a schedule to address the issues in a timely manner.

VMS will review the reporting information that programs submit (see “Reporting Information Required for AVMS Communities” section above) and will work with localities, as needed, to strengthen areas that may impact the program’s effectiveness and its ability to meet designation requirements. In such cases, VMS will offer targeted assistance to the program, including assisting with the development of a detailed work plan to address areas of concern in a timely fashion.

AVMS communities that are unable to meet accreditation requirements for two consecutive years will be offered the choice to: 1) commit to a remediation plan designed by VMS to address the organizational issues preventing the community from achieving full accreditation, or 2) be placed in the EMS program. At VMS’s sole discretion, and based on extenuating circumstances, VMS may allow additional options for participation.

Communities choosing option one (1) above that successfully complete their remediation plan will have their AVMS designation reinstated administratively. If the community is not able to successfully complete the remediation plan, they will relinquish their AVMS designation. Any former AVMS community may re-apply for designation through the competitive application process during a regular VMS designation round.

Dedicated and well-planned efforts by a local program to meet designation requirements are vital to continued economic health in downtown and a strong partnership with VMS and DHCD. Additional special services may be provided at VMS’s discretion to help the community with designation requirements and strengthening their organization. Other staff and consultant services may be provided to assist with this organizational growth, as well as to identify areas of improvement.

VMS will always work to assist communities in maintaining their designation.

Fine Print

Until a community achieves Advancing Virginia Main Street accreditation, they may not use the Main Street America™ logo, unless they have been accredited or are affiliated, through membership, with Main Street America™. A community may not use the Virginia Main Street logo unless it achieves Advancing Virginia Main Street designation. Former Advancing Virginia Main Street Communities, who are no longer designated, may not continue using the logo until they have been re-designated as an Advancing Virginia Main Street community.

MAIN STREET AMERICA™ word and logo marks: The Licensee's right to use, and to delegate use of the MAIN STREET AMERICA™ word mark and the following MAIN STREET AMERICA logos are limited to use made to identify the Licensee as a member in good standing as a Coordinating Partner Member in the MAIN STREET AMERICA program, and to identify Local Programs, that are members in good standing of the MAIN STREET AMERICA program at the Affiliated and Accredited membership levels.

Main Street® Districts

The Virginia Main Street (VMS) program is a preservation-based economic and community development program that follows the Main Street Approach™ created by Main Street America (MSA). The program was designed to address the need for revitalization and on-going management of smaller to mid-sized downtowns and communities and uses the traditional assets of downtowns as a catalyst for revitalization. Nationwide and in Virginia, successful Main Street districts share certain common characteristics. In order to assure a setting conducive to success in utilizing the Main Street Approach™, communities must have evidence of the following:

- A pedestrian-oriented commercial district;
- A concentration of buildings and businesses which form the foundation for revitalization efforts;
- A critical mass of structures that would be eligible for frequently used rehabilitation incentives (for example, state and federal tax credits and local tax abatement).
- A committed group of individuals that are ready to work and steer the community to create a better version of itself.
- A working relationship with local municipalities (be it town, city, or county, as well as local planning commissions and other partners that can directly impact your work).

Communities interested in Mobilizing Main Street (MMS) or Advancing Virginia Main Street (AVMS) designation may request that VMS review a potential district for its appropriateness. AVMS programs seeking to enlarge the boundaries of their current districts must also meet these guidelines for the expanded district. Exploring Main Street (EMS) communities are not required to have a traditional district, but should have a pedestrian-oriented commercial district and submit the appropriate maps along with their application. For EMS and MMS communities that plan to pursue Advancing Virginia Main Street designation in the future, it is suggested that the traditional district criteria be used in order to prevent the need for a change to the boundaries when application for designation is made.

The community must propose specific boundaries for the commercial district revitalization effort and provide evidence that the district meets these criteria. VMS can provide assistance with methods for compiling this information including building and business inventories, as well as guidance on how to measure setbacks.

VMS will review the district criteria and make an on-site visual assessment of the commercial district at the request of the community to determine the appropriateness of the proposed new or expanded district. A written summary of the assessment can also be provided.



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STAFF REPORT
DISCUSSION/INFORMATIONAL ITEM

Item # 11.d

SUBJECT: Future Town Council Meetings and Agenda Topics (Diana Hays) (pg. 185)

DATE OF MEETING: April 22, 2025

STAFF CONTACTS: Diana Hays, Assistant Town Manager

SUMMARY and RECOMMENDATIONS:

The attached list is provided for Council's review and discussion.

ATTACHMENT(S):

1. [Agenda Item Tracking List for FY25](#)

FY25 COUNCIL ACTIONS CALENDAR
Tentative/Subject to Change

<u>Meeting Date</u>	<u>Meeting Type</u>	<u>Type of Item/Name of Item</u>	<u>Submitted By</u>
05/13/25	Town Council Meeting	ACTION: Adoption of FY26 Fiscal Plan and Tax and Fee Schedule	Liz
		DISCUSSION: Future Town Council Meetings and Agenda Topics	Diana
		RECOGNITION: Proclamation - National Police Week	Chief
		RECOGNITION: Recognitions of Virginia Rural Water Association Wastewater Treatment Plant Awards	Council
		DISCUSSION: Rainbow Bridge Proposal	Darya Thompson
05/27/25	Town Council Meeting	DISCUSSION: Future Town Council Meetings and Agenda Topics	Diana
06/10/25	Town Council Meeting	DISCUSSION: Future Town Council Meetings and Agenda Topics	Diana
		DISCUSSION: Update Town Council Policy and Procedures and CCB Handbook	
		DISCUSSION: Town Speed Limits (<i>follow up from 09.24.24</i>)	Chief
06/24/25	Town Council Meeting	DISCUSSION: Future Town Council Meetings and Agenda Topics	Diana