

TOWN OF ORANGE



COUNCIL MEETING PACKAGE

TUESDAY, JUNE 20, 2023

7:00 P.M.



Meeting Agenda
Tuesday, June 20, 2023
Town of Orange Community Meeting Room

7:00 p.m.

1. Call to order by the Mayor.

2. Pledge of Allegiance.

3. Roll Call – Town Council:

Mayor Martha B. Roby
Vice-Mayor Frederick W. Sherman, Jr.
Councilmember Jason R. Cashell

Councilmember Jeremiah V. Pent
Councilmember Donna Waugh-Robinson

4. Adoption of Agenda

5. Public Comment - Town Council receives public input on issues concerning our citizens. Citizens are encouraged to sign-up prior to the meeting beginning and turn in slip to the Town Clerk.

6. Consideration of Town Council Meeting Minutes of May 15th, 2023.

7. Reports

[A] Appearance by Matthew Tobias and Rebecca Wareham from the Rappahannock-Rapidan Regional Commission – Report on Homelessness

[B] Finance Report – Director of Finance.

8. Unfinished Business:

[A] Consideration of contract approvals for:

(i) Rapidan Service Authority

(ii) Orange Downtown Alliance

[B] Consideration of Resolution (RES2023-05), as presented, authorizing the Mayor to sign a Quit Claim Deed conveying property to Orange County Public Schools.

[C] Continued discussion of date for Town Council Retreat.

9. New Business:

[A] Consideration of Ordinance (ORD2023-02) Repealing and Reenacting Chapter 66 (Taxation), Article IV. (Hotel, Room and Space Rental Tax) of the Town of Orange Town Code.

[B] Consideration to cancel the Monday, July 3rd Work Session meeting because Town Council normally only holds one meeting in July and December.

10. Town Council Adjournment.

MINUTES

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The Orange Town Council held a regular meeting at 7 p.m. in the Town's Community Meeting Room. Town Council Members present were: Mayor Martha B. Roby, Vice-Mayor Frederick W. Sherman, Jr., and Councilmembers Jason R. Cashell, Jeremiah V. Pent, and Donna Waugh-Robinson. Staff members present were: Town Manager Gregory S. Woods, Town Clerk Wendy J. Chewning, MMC, Town Attorney Catherine Lea, Director of Finance Dianna Gomez, Director of Community Development John Cooley, AICP, Police Chief Kiline Madison, and Lieutenant Rebecca Tidwell.

CALL TO ORDER

The Mayor called the meeting to order at 7 p.m. The Town Clerk called roll and noted that there was a quorum present.

ADOPTION OF AGENDA

Motion was made by Councilmember Waugh-Robinson, seconded by Councilmember Cashell, to adopt the agenda, as presented. On vote, Mayor Roby – aye, Vice-Mayor Sherman – aye, Councilmember Cashell – aye, Councilmember Pent – aye, and Councilmember Waugh-Robinson – aye. The motion carried unanimously.

PUBLIC COMMENT

RECOGNITION OF DETECTIVE ADRIENNE BEALE

Mayor Roby recognized Detective Adrienne Beale on behalf of Town Council for her dedication in dealing with crimes involving children and women.

THE ART CENTER IN ORANGE

The following individuals spoke in favor of The Art Center in Orange and encouraged Town Council to continue to fund them:

- Julia Lyman, 237 Blue Ridge Road, Orange
- Sara Jaeger, Piedmont Street, Orange
- Gerilee Hundt, 148 W. Main Street, Orange
- Ed Harvey, Board President, The Arts Center in Orange
- Anna Pillow, Executive Director, The Arts Center in Orange

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The following individuals opposed the proposed FY24 funding for The Arts Center in Orange:

- Paul Royce, Unionville
- Mark Morris, 111 Landon Lane, Orange
- Tonda Morris, 111 Landon Lane, Orange
- John Murray, 126 Landon Lane, Orange
- Lisa Sparks, 174 East Main Street, Orange
- Preston Gorman, 314 Harper Drive, Orange

Mrs. Lena Murray of 126 Landon Lane, Orange questioned why Andra Landi, writer for the Orange County Review, wasn't covering all businesses in the Review. Mrs. Murray stated that we needed the Old Art Center back, like it was when Laura Thompson was running it.

Mr. Pat McAloon of 115 W. Main Street, Orange requested that Town Council continue to fund the Arts Center but also stated his concerns regarding car mufflers and the train horns.

Mrs. Grayson Butterfield of 11499 Rapidan Road, Orange stated concern over people being reactionary and judgmental. Mrs. Butterfield stated that Town Council and the Town Manager needed to be able to spend their time on issues like the budget and stated to please let them get back to work.

TOWN COUNCIL CONSIDERED TOWN COUNCIL MEETING MINUTES OF APRIL 17th
AND MAY 1st, 2023

Motion was made by Vice-Mayor Sherman, seconded by Councilmember Waugh-Robinson, to adopt the minutes of April 17th and May 1st, 2023, as presented. On vote: Mayor Roby – aye, Vice-Mayor Sherman – aye, Councilmember Cashell – aye, Councilmember Pent – aye, and Councilmember Waugh-Robinson – aye. The motion carried unanimously.

REPORTS

APPEARANCE BY WHIT JACOBS, CHIEF – ORANGE VOLUNTEER FIRE COMPANY 2022 ANNUAL REPORT

Orange Volunteer Fire Company Chief, Whit Jacobs presented the Company's 2022 Annual Report. Chief Jacobs reported that new equipment had been purchased for water rescue and a new fire alarm system and electrical upgrades had been installed to the Orange Volunteer Fire House. Chief Jacobs also reported on the Department's Smoke Detector Campaign that was made possible through a grant.

Mayor Roby congratulated Chief Jacob's on another very successful year and thanked them for everything they did.

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FINANCE REPORT

The Director of Finance reported that the General Fund Tax revenues included the following significant YTD favorable variances to budget: \$169K for Meals Tax, \$49K for Personal Property tax, and \$107K for Local Sales tax. The Director of Finance reported further that we had collected \$56K (90%) in delinquent Real Estate taxes; there was \$6K remaining which included an account in bankruptcy of \$2K and two accounts scheduled for public auction of \$1K. The Director of Finance stated that we had collected \$158K in Personal Property tax delinquencies.

The Director of Finance reported that in addition to the favorable tax revenue variances, interest income was \$155K favorable to budget due to rate increases.

The Director of Finance reported that Water Sales Revenue through April was \$1.3M, and revenue was projected to be \$390K below budget for the year due to the removal of the VDH Grant of \$400K from the projection. The Director of Finance reported that staff had reached out to various contacts for an update on the VDH Grant with definite response. The Director of Finance reported further that she sent a brief update to the latest contact saying that we had accepted a bid for the construction of the Standpipe.

The Director of Finance reported that Sewer Sales Revenue through April was \$1.8M and revenue was projected to be \$59K unfavorable for the year due to the reduction of sewer availability fees in the forecast.

The Director of Finance reported that payments for April were \$396K. \$90K was paid to Acme Parking Lot Striping, Inc. and \$56K was paid to Bay Power Solutions for the generator needed for the Standpipe project. The other payments were normal course of business.

The Director of Finance reported that expenditures from the \$2.6M ARPA first funding amount to \$719K YTD, of which \$87K went toward engineering services for the Liquid Feed project at the Water Plant, \$231K went toward the new SCADA system for the Sewer Plant, and \$401K had gone to Standpipe Engineering services. The Director of Finance stated that we had received the 2nd funding of \$2.6M but there had been no disbursements yet.

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MISCELLANEOUS REPORTS

Councilmember Waugh-Robinson stated that ODA was looking at changing their logo. Councilmember Waugh-Robinson reminded everyone that ODA's first Farmer's Market on Short Street would be Saturday, May 27th beginning at 9 a.m.

The Town Manager reported that PD-9 had done a report on Homelessness and a presentation would be made to Council at their Tuesday, June 20th meeting.

Vice-Mayor Sherman reminded everyone that the Business Appreciation Picnic was scheduled for Thursday, May 18th beginning at 5:30 p.m. at Booster Park.

UNFINISHED BUSINESS

TOWN COUNCIL CONSIDERED THE FY24 BUDGET

The Town Manager stated that the FY24 budget was currently at \$10.35 million with another \$5 million in carryovers. The Town Manager stated that there was a 7.01% health insurance increase, a 5% pay increase for all employees with an extra half percent for any employee making under \$20. The Town Manager stated that there was funding for an Economic Development person with a salary of \$50,000 but with benefits costs totaling \$84,582, LODA Costs increased from \$632 to \$832 per certified officer per VRS mandate, and donations were the same as last year except for the additional \$15,000 given to the Free Clinic for a mental health counselor.

The Town Manager stated that other considerations were significant increases to water and sewer chemicals, and an increase in vehicle fuel across the board. The Town Manager stated further that also in the budget was payment of 100% of the utility costs for the Depot (This is proposed with the understanding that the County would hire a person to staff the Visitor Center).

The Town Manager reported that Capital expenditures included work to be done at the shooting range, purchasing a rear loading trash truck and trash cans for town residents and businesses, Madison/Main Traffic Light, Public Works and Police vehicles, sidewalks, paving Old Town lot, Town car, Connector of Boxley/Maddox, and a sound system for the Community Meeting Room.

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Town Council thanked staff for the great job done on the Budget.

After a lengthy discussion, the motion was made by Councilmember Waugh-Robinson, seconded by Vice-Mayor Sherman, to move that Town Council adopt the FY24 Budget, as presented. On roll call vote, Vice-Mayor Sherman – aye, Councilmember Cashell – abstained, Councilmember Waugh-Robinson – aye, Councilmember Pent – abstained, and Mayor Roby – aye. The motion was carried with two members abstaining.

TOWN COUNCIL CONSIDERED THE FY24 APPROPRIATION ORDINANCE

The Town Manager stated that there were no rate or tax increases, and the Personal Property tax was reduced/equalized in the FY24 Appropriation Ordinance

Motion was made by Vice-Mayor Sherman, seconded by Councilmember Waugh-Robinson, to move that Town Council adopt the FY24 Appropriation Ordinance (ORD2023-01), as presented. On roll call vote, Councilmember Pent – aye, Vice-Mayor Sherman – aye, Councilmember Cashell – aye, Councilmember Waugh-Robinson – aye, and Mayor Roby – aye. The motion carried unanimously.

TOWN COUNCIL DISCUSSED AN OFFER TO PURCHASE SURPLUS PROPERTY ON ROBINSON STREET

The Town Manager reported that at the January 17th, 2023, Town Council meeting, two public hearings were held regarding declaring two properties on Robinson Street as surplus (Parcel 044A4002300070 – 0 Robinson Street and Parcel 044A4002300080 – 0 Robinson Street).

The Town Manager reported further that the Town had received offers for both of these properties.

After lengthy discussion, motion was made by Vice-Mayor Sherman, seconded by Councilmember Cashell, to approve the sale of these properties to the respected businesses that made the offers. On vote: Mayor Roby – nay, Vice-Mayor Sherman – aye, Councilmember Cashell – aye, Councilmember Pent – aye, and Councilmember Waugh-Robinson – nay. The motion carried with two members voting nay.

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NEW BUSINESS

TOWN COUNCIL CONSIDERED A PARKING REQUEST FROM FORKED ON MAIN

The Director of Community of Development reported A request was received from the owner of Forked on Main to expand their outdoor seating into the three parking spaces in front of their restaurant. The request is for 8-10 tables and the area would be blocked off by using stanchions. The Director of Community of Community Development stated as this will affect public parking, this request will need to be reviewed by Town Council.

The Director of Community Development reported that Town Council was provided two exhibits:

1. The exhibit titled “Forked on Main request to use 3 parking spaces for outdoor dining” is an aerial view showing the location of the three parking spaces. The 3 parking spaces are highlighted by green filled blue outlined boxes. The fourth parking space in front of the 3 buildings is outlined in green and not part of this request.
2. The second exhibit shows the front of the Forked on Main building and highlights the 3 parking spaces being requested for use as outdoor dining areas. The spaces are a green filled and outlined with a blue box.

The Director of Community Development reported the following conditions attached to the use of Town sidewalks for outdoor dining, could also be included if Town Council decided to approve this request:

1. All furniture shall be removed from the right of way nightly.
2. During a Town Sponsored or Town Supported special event the Town may rescind this authorization for the length of the special event.
3. If alcohol is to be served in this area, a separate permit shall be obtained from the Virginia Department of Alcoholic Beverage Control.
4. Garbage, trash, refuse, and other waste materials shall be frequently monitored by the business to maintain a clean and usable space and to protect the right-of-way from damage. Any food, drink or other items spilled on the right-of-way must be properly cleaned and removed for the safety of pedestrians and for environmental concerns. It is not permissible to sweep, rinse, or otherwise move any such waste materials to the street, gutter, or any portion of the municipal storm sewer system.

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5. The dining area shall be used and occupied in a safe and reasonable manner and in accordance with all applicable laws. The Town maintains the right to enter the dining area at any time for inspections or to make repairs to sidewalks or streets. The applicant shall keep and maintain the dining area in good repair and condition, except for ordinary wear and tear.
6. This authorization for Outdoor Dining is valid beginning on (insert date) and ending on (insert date) at the close business.

After lengthy discussion, it was the consensus of Town Council to authorize staff to come up with a plan to allow businesses to utilize public parking for commercial activity taking into consideration safety and infringement of other businesses and come back to Town Council at the June Work Session meeting for continued discussion.

TOWN COUNCIL CONSIDERED MOVING THE MONDAY, JUNE 19th TOWN COUNCIL MEETING TO TUESDAY, JUNE 20TH BECAUSE IT FALLS ON A TOWN HOLIDAY, JUNETEENTH

Motion was made by Councilmember Waugh-Robinson, seconded by Councilmember Pent, to move the Monday, June 19th Town Council meeting to Tuesday, June 20th because it falls on a Town holiday, Juneteenth. On vote, Mayor Roby – aye, Vice-Mayor Sherman – aye, Councilmember Cashell – aye, Councilmember Pent – aye, and Councilmember Waugh-Robinson – aye. The motion carried unanimously.

With no further business the meeting adjourned at 9:10 p.m.

Wendy J. Chewning, MMC
Town Clerk

Martha B. Roby, Mayor

REPORTS



REPORTS SUMMARY

June 20, 2023

AGENDA ITEM: 7A

Appearance by Matthew Tobias and Rebecca Wareham from the Rappahannock-Rapidan Regional Commission – Report on Homelessness.

SUMMARY:

- Mr. Matthew Tobias and Ms. Rebecca Wareham from the Rappahannock-Rapidan Regional Commission will report on Homelessness in the Region.



2023 Point-In-Time Count

Foothills Housing Network

FHN serves Culpeper, Fauquier, Orange, Madison,
and Rappahannock Counties (PD9)

The Point-in-Time Count is an unduplicated count on a single night required by HUD, every January, of the people in a community who are experiencing homelessness that includes both sheltered and unsheltered populations.

Foothills 2023 PIT Count TOTALS

Surveys Received: 217

Validated: 160

Total Households: 160

Total Individuals: 275

Adults 25+: 160

Youth 18-24: 23

Children: 92

~HH with Children: 48

~HH with Children & More Than 1 Adult: 10

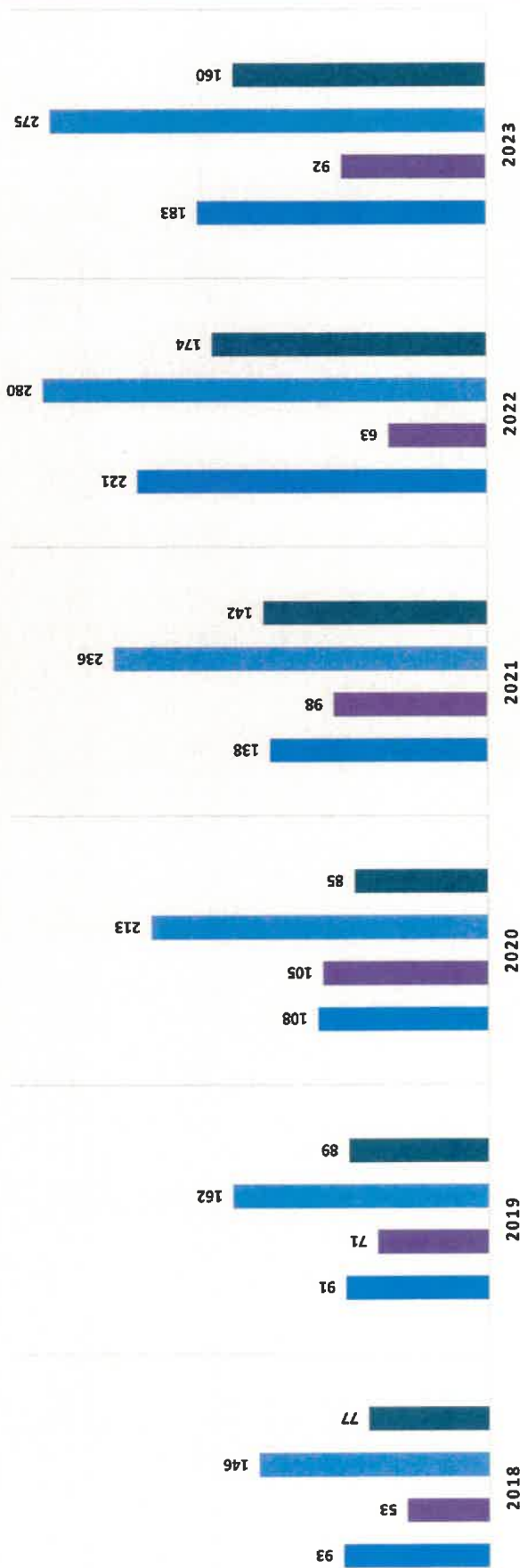
~HH with more than 1 adult, no kids: 8

~Singles: 94

FHN Annual Count 2018-2023

PIT COUNT 2018-2023

■ Adults ■ Children ■ Total Individuals ■ Total HH



Racial Disparity in the Region's Crisis Housing System

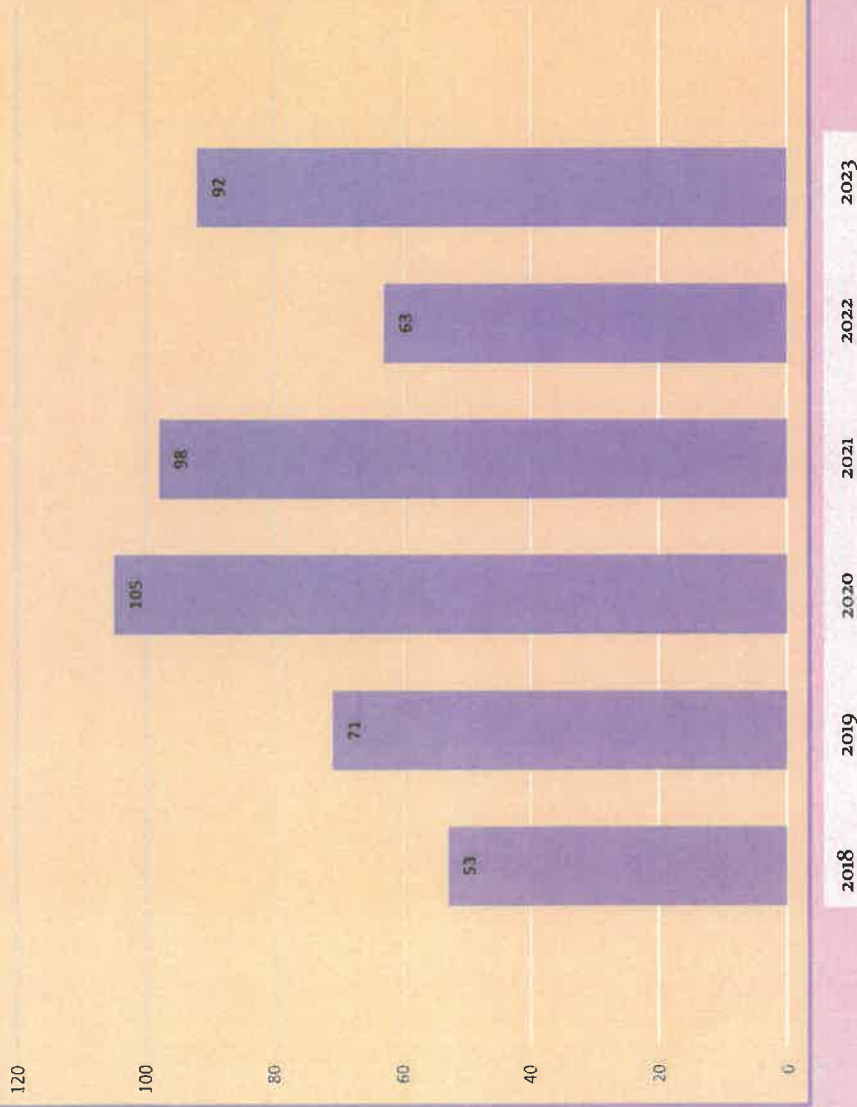
Regional Statistics: AA/Black: 11.9% White: 77.3%

PIT Count Statistics:

AA/Black: 38.4%

White: 56.2%

PIT COUNT 2018-2023 CHILDREN

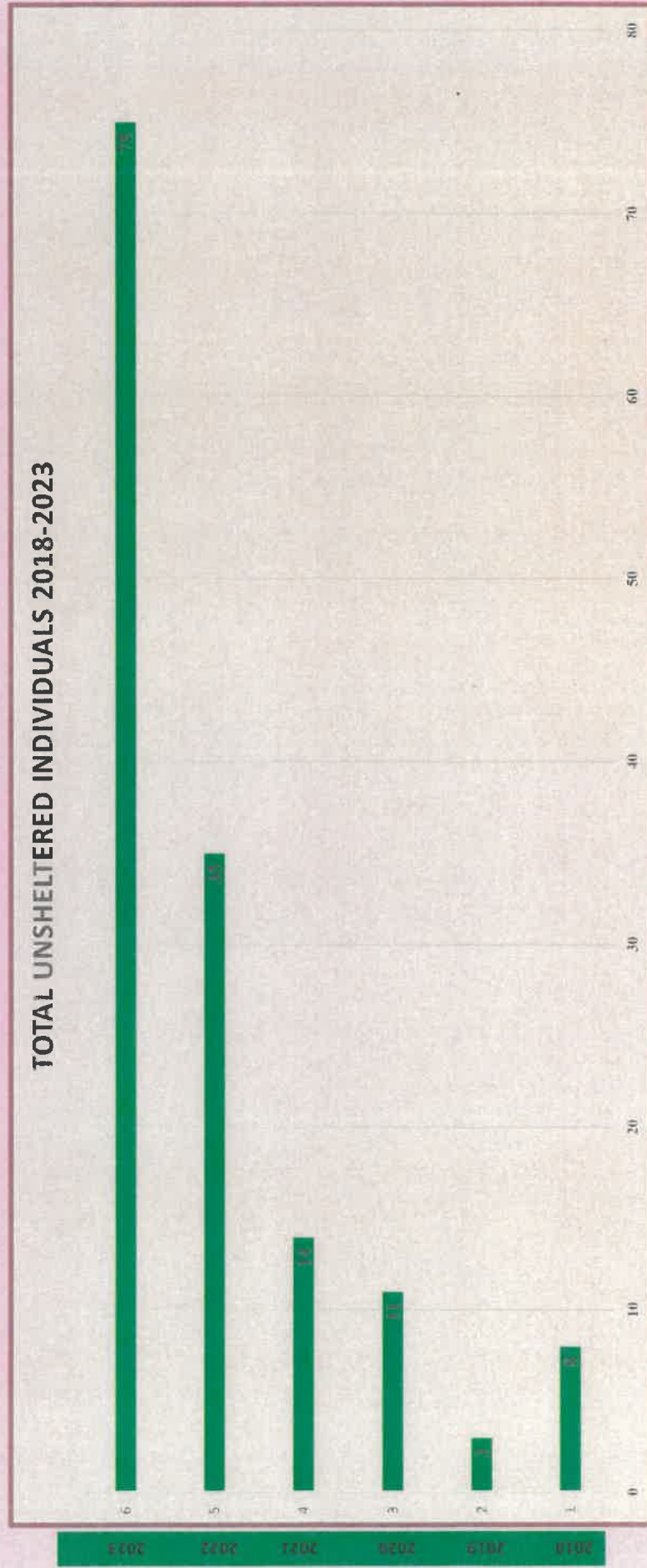


Children 2018-2023

In 2022 we witnessed a decline in children with the PIT Count. Unfortunately, in 2023, the numbers increased to be on level with the increases since 2018.

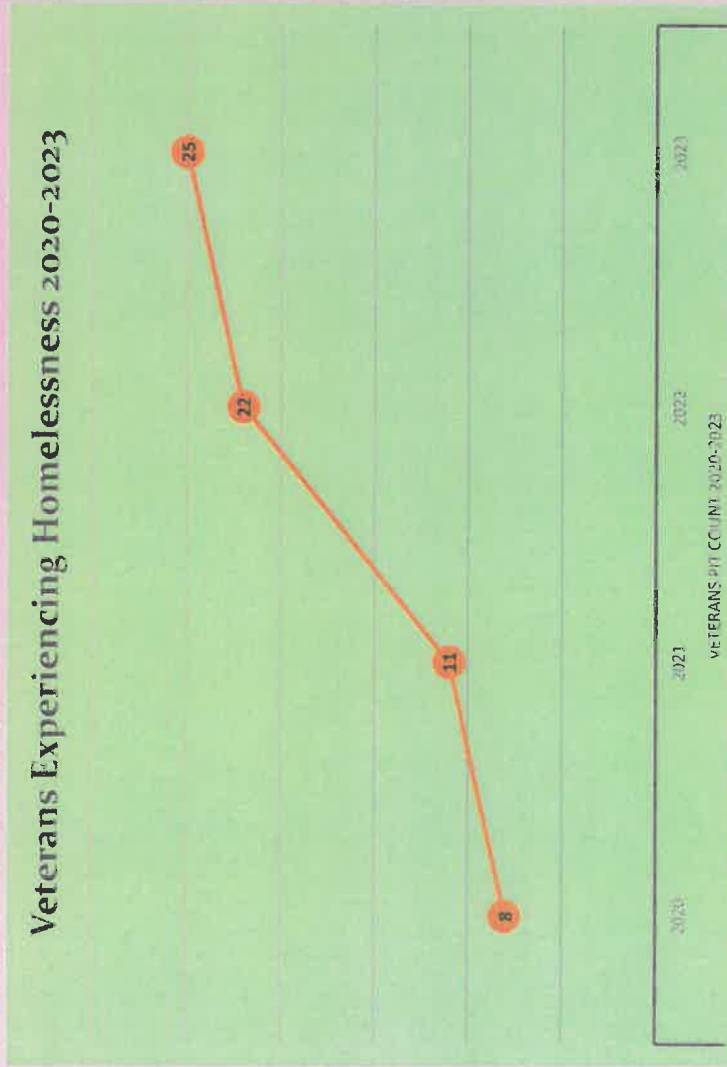
School age children (5-17 years of age) make up the largest group in this population.

Unsheltered Individuals



Homelessness Among Veterans 2020-2023

Eighteen of the twenty-five veterans experiencing homelessness in 2023 were unsheltered: sleeping in their cars, in the woods with a tent, behind stores, in sheds, and abandoned structures.



Culpeper County (includes the Town of Culpeper)

Where Will You/Did You Sleep on the Night of January 25, 2023?

Total: 87

Unsheltered: 32

Emergency Shelter: 7

Hotel (Not paid by HH): 20

Hotel (Paid by HH): 21

Jail, Hospital, Treatment: 6

Other: 1

Fauquier County (includes the Town of Warrenton)

Where will you or did you sleep on the night of Jan 25, 2023?

Total: 136

Unsheltered: 37

Emergency Shelter: 44

Transitional Shelter: 33

Hotel (Not paid by HH): 12

Hotel (Paid by HH): 8

Jail, Hospital, Treatment: 2

Madison County (Includes Town of Madison)

Madison – 14

Where Will You/Did You Sleep on the Night of January 25, 2023?

Unsheltered – 9

With Friend & Family – 5

Orange County (including the Town of Orange) Orange County - 38

Where Will You/Did You Sleep on the Night of January 25, 2023?

Unsheltered – 18

Hotel (Not paid for by Household) – 7

Hotel (Paid for by the Household) – 12

Jail - 1

Good Samaritan, Inc. and Orange County Department of Social Services successfully partnered for a Community Dinner attended by individuals experiencing homelessness in OC.

Those in attendance received a BBQ dinner, hygiene kits, community resources, and relationship in conversations with volunteers and community members.

Barbecue Exchange in Gordonsville donated their well known, and delicious, meals complete with breads, sides, desserts, and warming equipment.

#COMMUNITYSUPPORT

Orange County

First time being homeless

Yes	14
No	11
	25

How many times in the past 3 years

None	
One	14
Two	4
Three	3
More than four	4
Doesn't know	
	25

How long have you been homeless this time

A week or less	
More than 1 week	3
1-3 Months	4
4-6 Months	6
7-12 Months	7
More than 1 year	5
Doesn't know	
	25

If Homeless 4 or more times in the past 3 years, what is the total time?

Less than one Month	
2-4 Months	
5-7 Months	
8-11 Months	1
12 or more Months	4
Doesn't know	
	5

Primary Reason for Homelessness

Disability	5
Substance Abuse	4
DV	4
Unemployment	2
Underemployed	
Mental Illness	4
Child Abuse	
Release from Prison	1
MI and SA	1
Natural Disaster	
Eviction	3
HIV/AIDS	1
Doesn't know	
Other	
	25

Fleeing domestic violence

Yes	6
No	19
	25

SSI/SSDI

Yes	6
No	19
	25

MI, SA, Physical Illness, or other disability

Yes	18
No	7
	25

If Yes, do you have any of the following?

Addiction	6
Developmental disability	1
MI	4
Long term illness	2
Other addiction	
HIV/AIDS	
Physical disability	5
Doesn't know	
	18

Does this illness or disability limit your ability

Yes	11
No	7
	18

Race (Adults)

Black/African American	11
White/Caucasian	13
Multiple Races	1
	25

Ethnicity

Hispanic	3
Non-Hispanic	22
	25

Veteran

Yes	3
No	22
	25

Children under 18

Yes	5
No	20
	25

Demographic info of children

Gender	
Male	8
Female	5
	13

Race

Black/African American	7
White/Caucasian	4
Multiple Races	2
	13

Ethnicity

Hispanic	2
Non-Hispanic	11
	13

TAKEAWAYS:

Increases: Unsheltered, Over 60, Veterans, School-Aged Children;

Decreases: Racial disparities; Children under 5 years of age.

**MOM, DAD & TWO KIDS
LIVING IN CAR, TOWN OF ORANGE**



**ONE OF SEVERAL TENTS MAKING UP A
SMALL ENCAMPMENT IN THE WOODS,
ORANGE COUNTY**



Town of Orange

Individual sleeping
behind store.



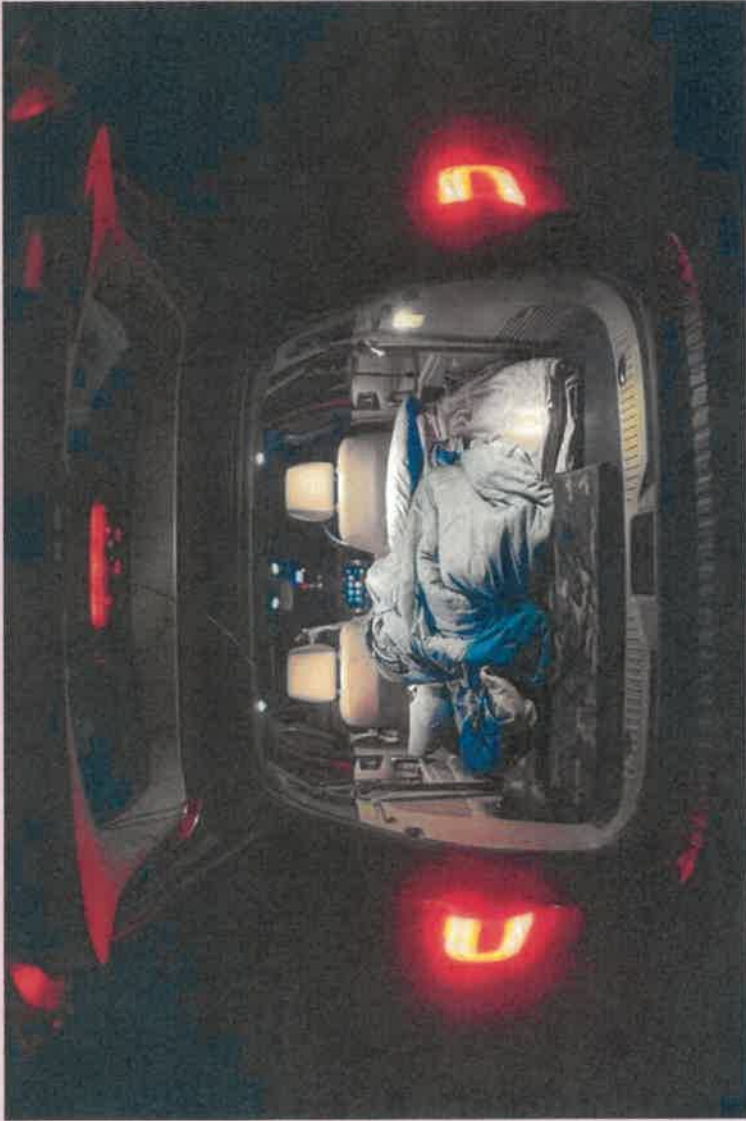
Gordonsville

Encampment in the woods



Locust Grove

Husband & wife in their 50's
sleeping in vehicle in Walmart
parking lot.



Orange County
71 year-old woman
living in her car.



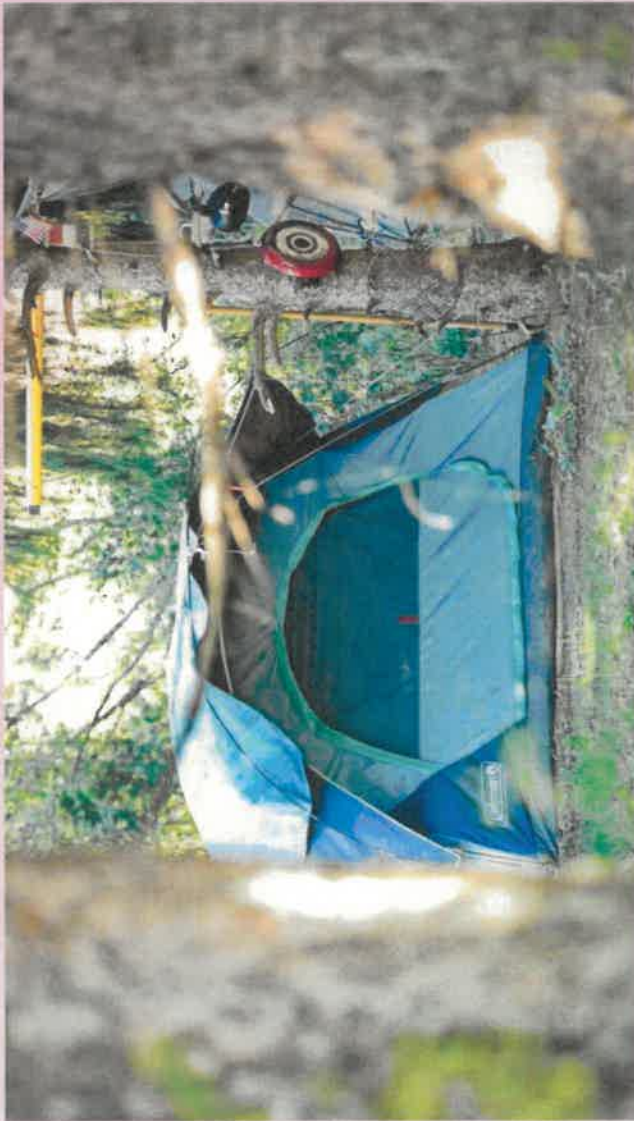
Town of Orange

Small encampment



Culpeper County

Small encampment in the woods



Marshall, VA

Encampment,
Fauquier County



Catlett, VA

Medical Professional
living in his vehicle in
Fauquier County.



5-24

The mission of Foothills Housing Network is to make homelessness rare, brief, and nonrecurring. We are a partnership of organizations working to achieve this mission in Virginia's Rappahannock-Rapidan region, serving the counties of Culpeper, Fauquier, Madison, Orange, and Rappahannock Counties. Rappahannock-Rapidan Regional Commission is the lead agency for FHN.

Would you like to become a member in the fight to end homelessness? Who Can Join?

- Individuals experiencing Homelessness and formerly homeless people
- Nonprofit homeless providers, social service providers
- Organizations that serve homeless and formerly homeless veterans
- Victim service providers
- Faith-based organizations
- Governmental agencies, school districts, law enforcement, public housing agencies
- Businesses and advocates who wish to support the activities and purpose of FHN
- Mental health agencies, hospitals, and other health agencies
- Affordable housing developers, real estate agencies, property management agencies
- Community colleges, universities, employment and job training agencies

For more information, specific data, questions, or comments please contact:

FHN Continuum of Care Coordinator, Rebecca Wareham, MSW at (540) 829-7450, or twareham@rtrrregion.org.

FINANCE REPORT



Town of Orange
Director of Finance's Office

119 Belleview Avenue, Orange Virginia 22960 - 1401
Phone: (540) 672-1020 Fax: (540) 672-2821
Email - directoroffinance@townoforangeva.org

MEMORANDUM

TO: Mayor and Council Members

FROM: Dianna Gomez, Director of Finance

DATE: June 7, 2023

SUBJECT: Summary Financial Report – May 2023

The following is a summary report of the financial condition of the Town as of May 31, 2023, the eleventh period of FY 2023 budget as approved and amended. This report covers 92% of the current fiscal year. Please review the attached schedules for specific category results.

General Fund

General Fund revenues were \$5,691,872 or 80.07% of the FY 2023 annual budget. Referring to our annual projections spreadsheet (attached) the current revenue position for the General Fund (excluding reserve usage) is \$531,881 higher than budget. This includes a \$250,000 lump sum rent payment from TowerCom. It also reflects a \$647,880 reduction of the VDOT paving reimbursement because the Town did not spend the money this year.

Tax revenue for the month was \$491,132 of which 31% was derived from Meals Tax, 30% came from Bank Franchise Taxes, and 23% was collected for Real Estate Tax.

Year to date Tax revenue was \$367,239 higher than budget. This was driven by Local Sales Tax (\$110,046), Meals Tax (\$225,012) and Personal Property Tax (\$55,293).

Year to date State Highway Maintenance Fund Income was \$156,441 higher than budget and Year to date Interest Income was \$207,045 favorable to budget due to rate increases and ARPA deposits.

Year to date General Fund expenditures were \$4,867,533 or 68.47% of the amount budgeted for FY 2023. Expenditures are in line for this period.

Water Fund

Water Fund revenues were \$4,077,829 or 55.94% of the annual budget. Included in the water revenues are ARPA funds of \$2,643,592. The VDH Grant of \$400,000 has been removed from this year's revenue projections because we have not received verification that we will be awarded the funds.

"A Main Street Community"
&
"A Designated Enterprise Zone"

5-26

Year to date water fund expenditures of \$1,715,203 were 23.53% of the annual budget. Chemical pricing has increased. Equipment repair and electric are trending higher than budget. Other expenditures were in line for this period.

Waste Water Fund

Sewer Fund Revenues were \$2,103,984 or 106.89% of the annual budget. Sewer revenue projections have been reduced because the availability fees expected from the Seasons at Round Hill Meadows housing development have fallen behind budgeted levels.

Year to date Sewer Fund expenditures of \$2,068,815 were at 105.10% of the annual budget. Chemicals, fuel, equipment repair and electric are trending higher than budget. A significant principal payment to Virginia Resource Authority (\$325,152) was made in both November and May for the financing of the WTP upgrade in 2004. Other costs are in line for this period.

Cash Balances

The combined cash balance for the Town's Funds was \$9,640,844 with \$5,266,439 reserved for projects or dedicated to specific uses. The cash balance includes \$1,500,000 on deposit with the Virginia Investment Pool Trust Fund. Significant payments occurred in July and January for the US Bank loan and November and May for the Virginia Resource Authority loan. There are no more debt payments for this fiscal year.

Debt Balances

A summary of the Town's Debt as of May 31, 2023 is included with this report. The summary includes the significant debt payments.

**Town of Orange
Revenue Accounts
Month of May 2023**

Description	FY-2023 Budget	Actual Revenues			Projected		FY-2023 Variance to Budget
		Previous Months	Current Month	FY-2023 Year-To-Date	Remaining Months	FY-2023 Revenues	
General Fund							
Taxes							
Real Estate	635,000	316,740	113,022	429,762	202,000	631,762	(3,238)
Personal Property	185,000	229,661	6,132	235,793	4,500	240,293	55,293
Public Service Corp.	31,000	24,015	-	24,015	-	24,015	(6,985)
Delinquent	-	-	-	-	-	-	-
Cigarette	90,000	55,800	-	55,800	7,200	63,000	(27,000)
Bank Franchise	165,000	-	146,162	146,162	-	146,162	(18,838)
Utility Consumer	231,600	198,909	18,486	217,395	19,300	236,695	5,095
Electric Consumption	15,000	13,442	1,099	14,540	1,250	15,790	790
Local Sales	300,000	356,544	28,502	385,046	25,000	410,046	110,046
Motor Vehicle Registration Fees	88,000	114,885	4,313	119,199	500	119,699	31,699
Business & Prof. License	200	5,470	186	5,656	-	5,656	5,456
Meals	1,400,000	1,335,572	152,778	1,488,349	136,663	1,625,012	225,012
Transient/Occupancy	140,000	120,205	10,234	130,439	10,000	140,439	439
Communications	135,000	103,003	10,218	113,220	11,250	124,470	(10,530)
Sub-Total Taxes	3,416,800	2,874,244	491,132	3,365,376	417,663	3,783,039	367,239
Licenses & Permits							
Licenses & Permits	100	375	-	375	-	375	275
Sub-Total Licenses	100	375	-	375	-	375	275
Fines & Forfeitures							
Court Fines	80,000	71,416	8,306	79,722	5,663	85,385	5,385
Sub-Total Fines	80,000	71,416	8,306	79,722	5,663	85,385	5,385
Intergovernmental - State							
Skills Games Fee	3,456	-	-	-	-	-	(3,456)
Rolling Stock	6,800	6,640	-	6,640	-	6,640	40
Motor Vehicle Rental	37,000	8,562	3,425	11,986	2,226	14,212	(22,788)
Mobile Home (RV) Registration	-	-	-	-	-	-	-
Law Enforcement Assistance	114,584	101,587	-	101,587	28,646	130,233	15,649
PPTR Revenue	89,615	89,615	-	89,615	-	89,615	-
State Highway Maint. Fund	984,356	844,708	-	844,708	296,089	1,140,797	156,441
Misc. Grants - (DMV) Law Enf. OT	2,000	4,153	-	4,153	500	4,653	2,653
Litter Control Grant	2,500	4,490	-	4,490	-	4,490	1,990
Fire Programs Grant	17,094	19,579	-	19,579	-	19,579	2,485
Sub-Total Intergovernmental	1,257,205	1,079,334	3,425	1,082,759	327,461	1,410,220	153,015
Investments/Sales of Assets							
Interest Income	1,500	165,135	23,285	188,420	20,125	208,545	207,045
TowerCom Capital Lease	14,688	257,491	-	257,491	-	257,491	242,803
Sale of Surplus Property	-	4,510	4,500	9,010	-	9,010	9,010
Sales of Recycled Materials	-	643	62	705	-	705	705
Sub-Total Investments/Sales of Asset	16,188	427,779	27,847	455,626	20,125	475,751	459,563
User Fees							
Planning & Development Fees	2,500	4,415	75	4,490	-	4,490	1,990
Transit Collections	19,512	15,210	5,070	20,280	4,878	25,158	5,646
Porterfield Park Shelter	1,200	2,550	400	2,950	100	3,050	1,850
Depot Community Room	240	780	130	910	20	930	690
Public Works Community Room	3,300	2,390	-	2,390	-	2,390	(910)
Trash Collection - Commercial	50,000	46,939	5,065	52,004	4,163	56,167	6,167
Trash Collection - Residential	106,000	88,614	9,480	98,094	8,837	106,931	931
Taylor Park	50	-	-	-	-	-	(50)
Sub-Total User Fees	182,802	160,897	20,220	181,117	17,998	199,115	16,313
Miscellaneous Revenue							
Misc. General Fund Revenue	24,400	51,550	456	52,007	1,613	53,620	29,220
DMV Stop Fees	500	5,115	670	5,785	38	5,823	5,323
Administrative Fee	2,004	8,853	870	9,723	167	9,890	7,886
VRTA Reimbursements - TOOT	-	49,349	3,965	53,315	-	53,315	53,315
Expenditure Refunds	20,000	90,963	4,251	95,213	-	95,213	75,213
Internal Charges	376,395	320,036	32,004	352,039	31,369	383,408	7,013
ARPA - NEU FUNDS	-	-	-	-	-	-	-
Capital Fund (Real Estate Applied)	(121,337)	-	-	-	(121,337)	(121,337)	-
Add'l Transfers to Capital Fund	(1,155,463)	-	-	-	(1,155,463)	(1,155,463)	-
Reserve Fund	1,076,838	-	-	-	1,076,838	1,076,838	-
Sub-Total Miscellaneous	223,337	525,867	42,216	568,083	(166,775)	401,308	177,971
Total General Fund	5,175,432	5,139,912	593,146	5,733,058	622,135	6,355,193	1,179,761

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**Town of Orange
Revenue Accounts
Month of May 2023**

Description	FY-2023 Budget	Actual Revenues			Projected		FY-2023 Variance to Budget
		Previous Months	Current Month	FY-2023 Year-To-Date	Remaining Months	FY-2023 Revenues	
Capital Fund							
Byrd Street Project	-	-	-	-	-	-	-
VDOT - Paving Reimbursement	666,000	18,120	-	18,120	-	18,120	(647,880)
ISTEA Mainstreet Project	-	-	-	-	-	-	-
ISTEA Railroad Avenue	-	-	-	-	-	-	-
General Fund Capital Proceeds	121,337	-	-	-	121,337	121,337	-
Add'l Transfers from General Fund	1,145,663	-	-	-	1,145,663	1,145,663	-
Loan Proceeds	-	-	-	-	-	-	-
Capital Reserve Fund	-	-	-	-	-	-	-
Total Capital Fund	1,933,000	18,120	-	18,120	1,267,000	1,285,120	(647,880)
Net General Fund	7,108,432	5,168,032	593,146	5,761,178	1,889,135	7,640,313	531,881
Water Fund							
Investments/Sales of Assets							
Interest Income	5,000	14,234	2,111	16,345	413	16,758	11,758
Sale of Surplus Property	-	-	-	-	-	-	-
Sub-Total Investments/Asset Sales	5,000	14,234	2,111	16,345	413	16,758	11,758
Utility Revenues							
Water Sales	1,345,255	1,148,103	113,116	1,261,219	112,100	1,373,319	28,064
Water Availability	156,000	96,000	-	96,000	15,000	111,000	(45,000)
Water Reconnection Fees	20,000	19,050	1,800	20,850	1,663	22,513	2,513
Sub-Total Utility	1,521,255	1,263,153	114,916	1,378,069	128,763	1,506,832	(14,423)
Miscellaneous Revenue							
Miscellaneous Revenues	41,500	39,767	863	40,630	1,100	41,730	230
Expenditure Refunds	-	-	-	-	-	-	-
Water Fund Grant	3,043,592	2,643,643	-	2,643,643	-	2,643,643	(399,949)
Reserve Fund	2,678,810	-	-	-	2,678,810	2,678,810	-
Sub-Total Miscellaneous	5,763,902	2,683,410	863	2,684,273	2,679,910	5,364,183	(399,719)
Total Water Fund	7,290,157	3,960,797	117,890	4,078,686	2,809,086	6,887,772	(402,385)
Sewer Fund							
Investments/Sales of Assets							
Interest Income	-	-	-	-	-	-	-
Sub-Total Interest	-	-	-	-	-	-	-
Utility Revenues							
Sewer Sales	1,583,518	1,359,714	137,660	1,497,374	131,958	1,629,332	45,814
Sewer Availability	641,160	357,570	-	357,570	60,000	417,570	(223,590)
Sewer Sales - Sludge	60,000	61,622	9,862	71,483	5,000	76,483	16,483
Sub-Total Utility	2,284,678	1,778,905	147,522	1,926,427	196,958	2,123,385	(161,293)
Miscellaneous Revenue							
Miscellaneous Revenues	2,000	3	1	4	-	4	(1,996)
Nutrient Credit Exchange	4,500	9,335	-	9,335	-	9,335	4,835
Leachate Sales	100,000	139,605	-	139,605	16,670	156,275	56,275
Septic Hauling	52,000	24,164	4,449	28,613	2,337	30,950	(21,050)
Expenditure Refunds	-	-	-	-	-	-	-
Reserve Fund	(474,845)	-	-	-	(474,845)	(474,845)	-
Sub-Total Miscellaneous	(316,345)	173,107	4,449	177,557	(465,838)	(278,281)	38,064
Total Sewer Fund	1,968,333	1,952,013	151,971	2,103,984	(258,880)	1,845,104	(123,229)
Total Revenues	16,366,922	11,070,841	863,007	11,933,848	4,439,341	16,373,189	6,267

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TOWN OF ORANGE

Fund Balances

The following numbers represent our best estimates of
unencumbered fund balances (cash) as of May 31, 2023:

	Cash Balance	Encumbered	Unencumbered Balance
General Fund	\$ 7,926,325	\$ -	\$ 7,926,325
Capital Improvement Fund	(2,384,170)	887,461	(3,271,631)
Water Fund	5,027,860	4,206,298	821,562
Sewer Fund	(1,100,180)	-	(1,100,180)
Water Deposit Fund	99,277	99,277	(0)
Taylor Park Fund	73,403	73,403	0
Grant Fund	(1,671)	-	(1,671)
Totals	<u>\$ 9,640,844</u>	<u>\$ 5,266,439</u>	<u>\$ 4,374,405</u>

Town Debt Service
As of May 31, 2023

	Original Debt	Principal @ 06/30/2022	FY - 2023 Principal & Interest			Principal Remaining
			Budgeted	Paid	Remaining	
<u>General Fund</u>						
Route 20 Expansion	\$ 1,372,000	\$ 271,600	\$ 94,250	\$ 94,250	\$ -	\$ 182,000
Public Works Center	\$ 931,000	\$ 184,300	\$ 63,955	\$ 63,955	\$ -	\$ 123,500
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service Activity	\$ 2,303,000	\$ 455,900	\$ 158,205	\$ 158,205	\$ -	\$ 305,500
<u>Water Fund</u>						
Macon Road Tank	\$ 392,000	\$ 77,600	\$ 26,928	\$ 26,928	\$ -	\$ 52,000
Raw Water Storage Basin	\$ 2,196,000	\$ 1,228,800	\$ 137,906	\$ 137,906	\$ -	\$ 1,126,000
Debt Service Activity	\$ 2,588,000	\$ 1,306,400	\$ 164,834	\$ 164,835	\$ -	\$ 1,178,000
<u>Sewer Fund</u>						
Wastewater Treatment Plant Upgrade	\$ 2,009,000	\$ 397,700	\$ 138,008	\$ 138,008	\$ -	\$ 266,500
New WWTP - Total /Cumulative Debt	\$ 15,882,032	\$ 8,779,111	\$ 650,304	\$ 650,304	\$ -	\$ 8,128,807
Debt Service Activity	\$ 17,891,032	\$ 9,176,811	\$ 788,312	\$ 788,313	\$ -	\$ 8,395,307
Total Debt Service	\$ 22,782,032	\$ 10,939,111	\$ 1,111,351	\$ 1,111,352	\$ -	\$ 9,878,807

**Town of Orange
ARPA Funds
As of May 31, 2023**

<u>1st Tranche</u>	<u>Funds Received</u>	<u>Funds Spent</u>	<u>Remaining Funds</u>
Standpipe	1,963,701.57	(400,996.21)	1,562,705.36
Fiber Optics Grant	350,000.00	-	350,000.00
Liquid Feed System	98,758.00	(98,758.00)	-
Scada System	231,132.43	(231,132.43)	-
Total	2,643,592.00	(730,886.64)	1,912,705.36

<u>2nd Tranche</u>	<u>Funds Received</u>	<u>Funds Spent</u>	<u>Remaining Funds</u>
Standpipe	2,643,592.00	-	2,643,592.00
Fiber Optics Grant			
Liquid Feed System			
Scada System			
Total	2,643,592.00	-	2,643,592.00

FINANCIAL STATEMENT ENDING

May, 2023

Town of Orange
Financial Statement
May, 2023
91.67% of Budget Year
Fund Summaries

REVENUES

FUND	FY-2023 BUDGET		COLLECTED MTD	COLLECTED YTD	PERCENT COLLECTED	REMAINING BALANCE
	ORIGINAL	CHANGES				
GENERAL	4,985,033.00	190,400.00	589,150.16	5,673,751.82	80.07%	(498,318.82)
GF-CAP IMPROVEMENTS	505,000.00	1,428,000.00	-	18,120.00		2,206,553.62
WATER	5,418,157.00	1,872,000.00	117,848.52	4,077,829.26	55.94%	3,212,327.74
SEWER	1,958,532.00	9,800.00	151,971.47	2,103,984.01	106.89%	(135,652.01)
GRANTS/SPECIAL REVENUE	-	-	3,965.47	59,615.83	0.00%	-
WATER DEPOSIT	-	-	41.01	322.10	0.00%	-
TAYLOR PARK	-	-	30.22	224.81	0.00%	-
TOTAL	\$ 12,866,722.00	\$ 3,500,200.00	\$ 863,006.85	\$ 11,933,847.83	N/A	\$ 4,784,910.53

Note: A () in Remaining Balance means that we have collected more than anticipated.

EXPENDITURES

FUND	FY-2023 BUDGET		EXPENSED MTD	EXPENSED YTD	PERCENT EXPENSED	REMAINING BALANCE
	ORIGINAL	CHANGES				
GENERAL	4,985,264.25	190,400.00	456,418.88	4,571,572.21	68.47%	604,092.04
GF-CAP IMPROVEMENTS	505,000.00	1,428,000.00	4,364.06	295,961.22		1,637,038.78
WATER	5,418,157.00	1,872,000.00	137,228.45	1,715,202.45	23.53%	5,574,954.55
SEWER	1,958,532.00	9,800.00	440,840.84	2,068,815.07	105.10%	(100,483.07)
GRANTS/SPECIAL REVENUE	-	-	3,965.47	41,740.32	0.00%	-
WATER DEPOSIT	-	-	-	-	0.00%	-
TAYLOR PARK	-	-	-	-	0.00%	-
TOTAL	\$ 12,866,953.25	\$ 3,500,200.00	\$ 1,042,817.70	\$ 8,693,291.27	N/A	\$ 7,715,602.30

NOTE: A () in Remaining Balance means we have spent more than what we planned

**Town of Orange
Financial Statement
May, 2023
91.67% of Budget Year
General Fund**

REVENUES

DESCRIPTION	FY-2023 BUDGET		COLLECTED MTD	COLLECTED YTD	PERCENT COLLECTED	REMAINING BALANCE
	ORIGINAL	CHANGES				
LOCAL TAXES	3,418,300.00	-	491,206.83	3,366,691.26	98.49%	51,608.74
LICENSES & PERMITS	19,512.00	-	5,070.00	20,280.00	103.94%	(768.00)
FINES	-	-	-	27.31	0.00%	(27.31)
STATE FUNDS	1,257,205.00	-	3,424.59	1,078,707.17	85.80%	178,497.83
INV / SALE OF ASSETS	-	-	-	-	0.00%	0.00
USER FEES	185,290.00	-	15,496.64	208,882.86	112.73%	(23,592.86)
MISCELLANEOUS	480,400.00	-	73,952.10	741,672.34	154.39%	(261,272.34)
TOWERCOM LEASE	14,688.00	-	-	257,490.88	1753.07%	(242,802.88)
ARPA - NEU FUNDS	-	-	-	-	0.00%	0.00
RESERVE FUND	114,638.00	962,200.00	-	-	0.00%	1,076,838.00
TRANSF TO CAP. IMPROVEM.	(505,000.00)	(771,800.00)	-	-	0.00%	(1,276,800.00)
TOTAL	\$ 4,985,033.00	\$ 190,400.00	\$ 589,150.16	\$ 5,673,751.82	109.63%	\$ (498,318.82)

Note: A () in Remaining Balance means that we have collected more than anticipated.

EXPENDITURES

DEPARTMENT	FY-2023 BUDGET		EXPENSED MTD	EXPENSED YTD	PERCENT EXPENSED	REMAINING BALANCE
	ORIGINAL	CHANGES				
LEGISLATIVE	123,131.00	-	2,323.81	37,935.48	30.81%	85,195.52
TOWN MANAGER	338,229.00	8,800.00	27,190.70	310,377.85	89.44%	36,651.15
TOWN ATTORNEY	38,500.00	-	2,575.00	34,395.17	89.34%	4,104.83
FINANCE DEPARTMENT	395,625.00	-	26,629.23	360,789.50	91.19%	34,835.50
ELECTIONS	3,500.00	-	-	-	0.00%	3,500.00
POLICE DEPARTMENT	1,635,945.00	-	139,156.88	1,479,879.11	90.46%	156,065.89
FIRE AND RESCUE	56,341.00	-	-	59,579.00	105.75%	(3,238.00)
PUBLIC WORKS	1,411,562.25	181,600.00	115,172.08	1,270,648.04	79.76%	322,514.21
TRASH COLLECTION	233,663.00	-	19,539.73	229,722.08	98.31%	3,940.92
MUNICIPAL BUILDING	48,415.00	-	5,559.22	55,926.35	115.51%	(7,511.35)
DEPOT	16,000.00	-	865.89	11,499.59	71.87%	4,500.41
TRANSPORTATION SYSTEM	102,594.00	-	56,513.00	113,026.00	110.17%	(10,432.00)
PARKS AND GROUNDS	27,000.00	-	15,474.80	30,479.80	112.89%	(3,479.80)
COMMUNITY DEVELOPMENT	261,427.00	-	13,903.54	171,589.74	65.64%	89,837.26
NON-DEPT - DEBT & OTHER	293,332.00	-	31,515.00	405,724.50	138.32%	(112,392.50)
NON-DEPT - DONATIONS	-	-	-	-	0.00%	0.00
NON-DEPT - CAPITAL	-	-	-	-	0.00%	0.00
TOTAL	\$ 4,985,264.25	\$ 190,400.00	\$ 456,418.88	\$ 4,571,572.21	88.33%	\$ 604,092.04

NOTE: A () in Remaining Balance means we have spent more than what we planned

Town of Orange
Financial Statement
May, 2023
91.67% of Budget Year
General Fund - Capital Improvements

REVENUES

DESCRIPTION	FY-2023 BUDGET		COLLECTED MTD	COLLECTED YTD	PERCENT COLLECTED	REMAINING BALANCE
	ORIGINAL	CHANGES				
TRANSFER FROM GENERAL	505,000.00	762,000.00	-	-	0.00%	1,267,000.00
STATE FUNDS	-	-	-	18,120.00	0.00%	0.00
MISCELLANEOUS	-	-	-	-	0.00%	0.00
MADISON/MAIN STREET SIGNAL LIGHT	-	666,000.00	-	-	0.00%	666,000.00
TOTAL	\$ 505,000.00	\$ 1,428,000.00	\$ -	\$ 18,120.00	0.94%	\$ 1,933,000.00

Note: A () in Remaining Balance means that we have collected more than anticipated.

EXPENDITURES

DEPARTMENT	FY-2023 BUDGET		EXPENSED MTD	EXPENSED YTD	PERCENT EXPENSED	REMAINING BALANCE
	ORIGINAL	CHANGES				
ROAD PROJECTS	340,000.00	325,000.00	1,840.00	168,105.56	25.28%	496,894.44
MACHINERY & EQUIPMENT	145,000.00	92,000.00	-	88,215.70	37.22%	148,784.30
MADISON/MAIN STREET SIGNAL LIGHT	-	661,000.00	-	-	0.00%	661,000.00
COMPUTERS	20,000.00	-	2,524.06	22,461.77	112.31%	(2,461.77)
FIBER OPTICS BACKBONE (ARPA)	-	350,000.00	-	-	0.00%	350,000.00
CELL TOWER	-	-	-	-	0.00%	0.00
COMMUNITY ROOM SOUND SYSTEM	-	-	-	17,178.19	0.00%	(17,178.19)
TOTAL	\$ 505,000.00	\$ 1,428,000.00	\$ 4,364.06	\$ 295,961.22	15.31%	\$ 1,637,038.78

NOTE: A () in Remaining Balance means we have spent more than what we planned

Financial Statement
May, 2023
91.67% of Budget Year
Water Fund

REVENUES

DESCRIPTION	FY-2023 BUDGET		SALES MTD	SALES YTD	PERCENT COLLECTED	REMAINING BALANCE
	ORIGINAL	CHANGES				
TRANSFER FROM GENERAL	-	-	-	-	0.00%	-
INV/ SALE OF ASSETS	5,000.00	-	-	-	0.00%	5,000.00
WATER SALES	1,345,255.00	-	113,115.75	1,261,218.53	93.75%	84,036.47
WATER AVAILABILITY	156,000.00	-	-	96,000.00	61.54%	60,000.00
WATER RECONNECTIONS	20,000.00	-	1,800.00	20,850.00	104.25%	(850.00)
EXPENDITURE REFUNDS	-	-	-	-	0.00%	-
MISCELLANEOUS	41,500.00	-	2,932.77	56,168.73	135.35%	(14,668.73)
ARPA - NEU FUNDS	3,043,592.00	-	-	2,643,592.00	86.86%	400,000.00
RESERVE FUND	806,810.00	1,872,000.00	-	-	0.00%	2,678,810.00
TOTAL	\$ 5,418,157.00	\$ 1,872,000.00	\$ 117,848.52	\$ 4,077,829.26	55.94%	\$3,212,327.74

Note: A () in Remaining Balance means that we have collected more than anticipated.

DEPARTMENT	FY-2023 BUDGET		EXPENSED MTD	EXPENSED YTD	PERCENT EXPENSED	REMAINING BALANCE
	ORIGINAL	CHANGES				
STANDPIPE REPLACEMENT PROJECT		1,804,000.00	-	227,552.19	12.61%	1,576,447.81
WATER/SEWER LINE PROJ.		-				-
WATER TREATMENT	948,769.00	-	108,045.57	1,010,758.73	106.53%	(61,989.73)
WATER DISTRIBUTION	304,515.00	68,000.00	17,174.88	298,299.68	80.08%	74,215.32
NON-DEPT - DEBT & OTHER	4,164,873.00	-	12,008.00	178,591.85	4.29%	3,986,281.15
TOTAL	\$ 5,418,157.00	\$ 1,872,000.00	\$137,228.45	\$ 1,715,202.45	23.53%	\$ 5,574,954.55

**Town of Orange
Financial Statement
May, 2023
91.67% of Budget Year
Sewer Fund**

REVENUES

DESCRIPTION	FY-2023 BUDGET		COLLECTED MTD	COLLECTED YTD	PERCENT COLLECTED	REMAINING BALANCE
	ORIGINAL	CHANGES				
LICENSES & PERMITS	-	-	-	-	0.00%	-
TRANSFER FROM GENERAL	-	9,800.00	-	-	0.00%	9,800.00
SEWER SALES	1,583,518.00	-	137,660.42	1,497,374.28	94.56%	86,143.72
SEWER AVAILABILITY FEES	641,160.00	-	-	357,570.00	55.77%	283,590.00
SEWER SALES - SLUDGE	60,000.00	-	9,861.57	71,483.11	119.14%	(11,483.11)
NUTRIENT CREDIT	4,500.00	-	-	9,334.52	207.43%	(4,834.52)
LEACHATE	100,000.00	-	-	139,605.08	139.61%	(39,605.08)
SEPTIC HAULING	52,000.00	-	4,448.93	28,613.17	55.03%	23,386.83
MISCELLANEOUS	2,000.00	-	0.55	3.85	0.19%	1,996.15
RESERVE FUND	(484,646.00)	-	-	-	0.00%	(484,646.00)
TOTAL	\$ 1,958,532.00	\$ 9,800.00	\$ 151,971.47	\$ 2,103,984.01	106.89%	\$ (135,652.01)

Note: A () in Remaining Balance means that we have collected more than anticipated.

EXPENDITURES

DEPARTMENT	FY-2023 BUDGET		EXPENSED MTD	EXPENSED YTD	PERCENT EXPENSED	REMAINING BALANCE
	ORIGINAL	CHANGES				
SEWER TREATMENT	978,677.00	-	99,404.10	1,082,186.00	110.58%	(103,509.00)
SEWER COLLECTION	191,452.00	9,800.00	16,284.55	197,116.65	97.95%	4,135.35
NON-DEPT - DEBT & OTHER	788,403.00	-	325,152.19	789,512.42	100.14%	(1,109.42)
TOTAL	\$ 1,958,532.00	\$ 9,800.00	\$ 440,840.84	\$ 2,068,815.07	105.10%	\$ (100,483.07)

NOTE: A () in Remaining Balance means we have spent more than what we planned

BILLS AND CLAIMS

For the month May, 2023

**TOWN OF ORANGE
CHECK REGISTER**

MAY 1 - 31, 2023

Check #	Check Date	Vendor Name	PO #	Net Amount
1135	5/19/2023	VIRGINIA RESOURCES AUTHORITY	23-01445	\$ 325,152.19
1136	5/19/2023	ORANGE COUNTY REVIEW	23-01446	156.00
5123	5/19/2023	ANTHEM BLUE CROSS & BLUE SHIELD	23-01438	59,370.00
5223	5/19/2023	TREASURER OF VIRGINIA	23-01439	51,384.97
5323	5/19/2023	EMPOWER RETIREMENT	23-01440	1,000.00
5423	5/19/2023	M&T BANK	23-01441	445.63
5523	5/19/2023	M&T BANK	23-01442	586.75
5623	5/19/2023	M&T BANK	23-01443	586.75
5723	5/19/2023	M&T BANK	23-01444	445.63
33788	5/2/2023	ACCESS TELECOM INC	23-01327	9,750.00
33789	5/2/2023	ADT SECURITY SERVICES	23-01371	2,014.31
33790	5/2/2023	AFLAC	23-01331	1,459.48
33791	5/2/2023	AMAZON CAPITAL SERVICES	23-01326	1,003.66
33792	5/2/2023	CCLS INCORPORATED	23-01328	1,018.23
33793	5/2/2023	CEDAR MOUNTAIN STONE CORP	23-01329	215.46
33794	5/2/2023	CENTRAL VIRGINIA ELECTRIC COOP	23-01330	465.38
33795	5/2/2023	CHEMUNG CONTRACTING CORP	23-01332	312.00
33796	5/2/2023	AT&T MOBILITY	23-01325	1,465.14
33797	5/2/2023	CINTAS	23-01333	147.39
33798	5/2/2023	COMCAST	23-01334	764.19
33799	5/2/2023	COMCAST	23-01335	259.85
33799	5/2/2023	COMCAST	23-01372	453.34
33800	5/2/2023	COMPANION LIFE INSURANCE	23-01336	345.75
33801	5/2/2023	CRYSTAL SPRINGS	23-01337	7.50
33802	5/2/2023	DELL MARKETING L.P.	23-01338	1,460.86
33803	5/2/2023	DOLAN CONSULTING GROUP, LLC	23-01339	95.00
33804	5/2/2023	DOMINION ENERGY VIRGINIA	23-01373	9,067.71
33805	5/2/2023	ENVIRONMENTAL SYSTEMS SERVICE	23-01340	60.00
33806	5/2/2023	FERGUSON ENTERPRISES, LLC	23-01366	629.34
33807	5/2/2023	GALLS, LLC	23-01341	249.42
33808	5/2/2023	IIMC	23-01342	185.00
33809	5/2/2023	JOHN'S TREE & LANDSCRAPING LLC	23-01343	4,500.00
33810	5/2/2023	LACY'S FLORIST	23-01344	59.99
33811	5/2/2023	MASON INSURANCE AGENCY	23-01374	22.00
33812	5/2/2023	MINNESOTA LIFE INSURANCE CO	23-01345	1,527.61
33813	5/2/2023	NIBBLINS CLEANING SERVICE	23-01346	430.00
33814	5/2/2023	ORANGE FAMILY PHYSICIANS	23-01347	165.00
33815	5/2/2023	ORANGE TIRE INC	23-01348	109.00

33816	5/2/2023 PACE ANALYTICAL SERVICES, INC	23-01349	1,148.00
33817	5/2/2023 SHEENA PAYETTE	23-01350	91.98
33818	5/2/2023 RAPPAHANOCK REGIONAL CRIMINAL	23-01351	425.61
33819	5/2/2023 RENTEQUIP	23-01352	2,838.00
33820	5/2/2023 RESERVE ACCOUNT	23-01375	1,000.00
33821	5/2/2023 RIDGEVIEW NEW HOLLAND, INC	23-01353	36.21
33822	5/2/2023 W.A. SHERMAN COMPANY	23-01362	8,463.10
33823	5/2/2023 SHERWOOD-LOGAN & ASSOCIATES, I	23-01354	12,008.00
33824	5/2/2023 STEROBEN ASSOCIATES	23-01355	3,750.00
33825	5/2/2023 THE H T HACKNEY CO	23-01356	100.00
33826	5/2/2023 TRANSAMERICA EMPLOYEE BENEFITS	23-01357	1,383.62
33827	5/2/2023 MANZANO, KELIN PINEDA	23-01323	41.68
33828	5/2/2023 CARL, KEVIN LEE JR	23-01367	82.73
33829	5/2/2023 LAMB, DAWN	23-01368	71.69
33830	5/2/2023 LACOURSE, BRITTNEY	23-01369	131.74
33831	5/2/2023 UNIVAR SOLUTIONS	23-01358	23,064.14
33832	5/2/2023 VIRGINIA BUSINESS SYSTEMS	23-01359	150.88
33833	5/2/2023 VUPS	23-01360	104.96
33834	5/2/2023 WAYNE OXYGEN & WELDING SUPPLY	23-01365	45.97
33835	5/2/2023 CHEWNING, WENDY	23-01363	156.16
33836	5/2/2023 WILSON, REGINA	23-01361	100.00
33837	5/2/2023 GREGORY S. WOODS	23-01364	59.16
33838	5/9/2023 ADT SECURITY SERVICES	23-01379	42.99
33839	5/9/2023 AMAZON CAPITAL SERVICES	23-01380	1,311.37
33840	5/9/2023 BMS DIRECT	23-01381	869.26
33841	5/9/2023 CINTAS CORPORATION #385	23-01382	3,419.96
33842	5/9/2023 COECO FINANCIAL SERVICES	23-01383	640.32
33843	5/9/2023 DMV	23-01384	775.00
33844	5/9/2023 ECONO SIGNS LLC	23-01402	1,385.23
33845	5/9/2023 ENVIRONMENTAL SYSTEMS SERVICE	23-01401	150.00
33846	5/9/2023 EZ PERFORMANCE CENTER	23-01385	352.87
33847	5/9/2023 FAYE'S OFFICE SUPPLY	23-01386	774.32
33848	5/9/2023 GALLS, LLC	23-01387	188.87
33848	5/9/2023 GALLS, LLC	23-01400	315.81
33849	5/9/2023 GRAINGER	23-01388	111.32
33850	5/9/2023 HIGHWAY MOTORS	23-01389	12.80
33851	5/9/2023 MADISON FORD	23-01390	206.26
33852	5/9/2023 MATTHEW BENDER & CO., INC	23-01391	142.43
33853	5/9/2023 MICROSOFT	23-01403	284.39
33854	5/9/2023 ORANGE COUNTY REVIEW	23-01392	56.99
33855	5/9/2023 ORANGE MOTOR SPECIALTY	23-01393	13.61
33856	5/9/2023 PACE ANALYTICAL SERVICES, INC	23-01394	356.00
33857	5/9/2023 SOSMETAL PRODUCTS INC	23-01395	219.66
33858	5/9/2023 KIM STRAWSER	23-01396	23.58
33859	5/9/2023 TOWN OF ORANGE	23-01404	72.21
33860	5/9/2023 TRACTOR SUPPLY CREDIT PLAN	23-01397	203.23
33861	5/9/2023 SMITH, JOSEPH GABRIEL	23-01376	12.09

33862	5/9/2023 POWER, PEGGIE	23-01378	110.65
33863	5/9/2023 VACORP	23-01398	159.03
33864	5/9/2023 VERIZON	23-01405	1,571.34
33865	5/9/2023 ZIMRI DM LLC	23-01399	1,208.90
33866	5/16/2023 ADT SECURITY SERVICES	23-01406	52.99
33867	5/16/2023 ATLANTIC PUMP & EQUIPMENT CO	23-01407	3,565.00
33868	5/16/2023 BAILEY, VALENCIA	23-01411	15.00
33869	5/16/2023 TRUIST	23-01437	2,240.57
33870	5/16/2023 CENTRAL VA COMMUNITY NEWSPAPER	23-01409	1,597.80
33871	5/16/2023 AT&T MOBILITY	23-01408	776.65
33872	5/16/2023 DEBORAH MARLENE WAREHAM	23-01410	100.00
33873	5/16/2023 DOLAN CONSULTING GROUP, LLC	23-01412	95.00
33874	5/16/2023 DIX, JR JAMES A	23-01413	4,868.00
33875	5/16/2023 E H ALTMAN INC	23-01414	60.00
33876	5/16/2023 FASTENAL	23-01415	21.53
33877	5/16/2023 FAUQUIER CO BOARD	23-01416	322.00
33878	5/16/2023 FORTILINE INC	23-01417	298.98
33879	5/16/2023 GRAINGER	23-01418	2,069.88
33880	5/16/2023 LACY'S FLORIST	23-01419	70.00
33881	5/16/2023 CATHERINE B. LEA	23-01436	3,000.00
33882	5/16/2023 LOWE'S	23-01420	297.96
33883	5/16/2023 MIKE'S GLASS & MIRROR	23-01424	332.13
33884	5/16/2023 ORANGE COUNTY LANDFILL	23-01421	7,331.48
33885	5/16/2023 PACE ANALYTICAL SERVICES, INC	23-01422	307.00
33886	5/16/2023 SEDWICK	23-01425	377.88
33887	5/16/2023 SOUTHERN STATES	23-01426	9,145.09
33888	5/16/2023 THE DAILY PROGRESS	23-01427	499.00
33889	5/16/2023 TOWN OF ORANGE	23-01428	3,052.22
33890	5/16/2023 UNIONVILLE TIRE SERVICE, INC	23-01429	702.00
33891	5/16/2023 UNIVAR SOLUTIONS	23-01430	13,681.03
33892	5/16/2023 USABLUBOOK	23-01431	434.91
33893	5/16/2023 VIRGINIA REGIONAL TRANSIT	23-01433	56,513.00
33894	5/16/2023 VIRGINIA BUSINESS SYSTEMS	23-01432	150.14
33895	5/16/2023 Voided	23-01434	-
33896	5/16/2023 WAYNE OXYGEN & WELDING SUPPLY	23-01435	28.80
33897	5/23/2023 ADT SECURITY SERVICES	23-01447	174.40
33898	5/23/2023 AMOS APPAREL	23-01477	355.02
33899	5/23/2023 ANARIZ'S LOCK & SAFE	23-01448	145.00
33900	5/23/2023 BAKER, DWIGHT	23-01473	34.30
33901	5/23/2023 CHAMPIONSHIP POOL & SPAS	23-01450	728.99
33902	5/23/2023 CHEMUNG CONTRACTING CORP	23-01451	137.80
33903	5/23/2023 COMCAST	23-01474	425.72
33904	5/23/2023 CRYSTAL SPRINGS	23-01449	7.50
33905	5/23/2023 DOMINION ENERGY VIRGINIA	23-01452	19,425.76
33906	5/23/2023 ECONO SIGNS LLC	23-01453	170.13
33907	5/23/2023 FISHER AUTO PARTS	23-01454	462.22
33908	5/23/2023 GALLS, LLC	23-01475	333.63

33909	5/23/2023 GRELEN NURSERY	23-01455	1,200.00
33910	5/23/2023 HIGHWAY MOTORS	23-01456	285.47
33911	5/23/2023 IDEXX DISTRIBUTION, INC	23-01457	1,593.73
33912	5/23/2023 MADISON FORD	23-01458	153.35
33913	5/23/2023 MICROSOFT	23-01459	778.81
33914	5/23/2023 NORTHERN TOOL & EQUIPMENT	23-01460	299.00
33915	5/23/2023 ORANGE COUNTY TREASURER	23-01476	50.00
33916	5/23/2023 PACE ANALYTICAL SERVICES, INC	23-01461	1,050.00
33917	5/23/2023 PIEDMONT POWER	23-01462	68.13
33918	5/23/2023 RINKER DESIGN ASSOCIATES, P.C.	23-01464	1,840.00
33919	5/23/2023 ROSE HAULING, LLC	23-01465	380.00
33920	5/23/2023 RAPIDAN SERVICE AUTHORITY	23-01463	17.68
33921	5/23/2023 THE SUPPLY ROOM	23-01466	245.35
33922	5/23/2023 TRANSAMERICA EMPLOYEE BENEFITS	23-01467	1,383.62
33923	5/23/2023 UNIVAR SOLUTIONS	23-01468	12,797.07
33924	5/23/2023 UPS	23-01469	197.31
33925	5/23/2023 USABLUBOOK	23-01470	165.48
33926	5/23/2023 VIRGINIA ASSOCIATION OF CHIEFS	23-01471	200.00
33927	5/23/2023 WAYNE OXYGEN & WELDING SUPPLY	23-01472	146.99
33928	5/30/2023 ACCESS TELECOM INC	23-01480	8,850.00
33929	5/30/2023 ADT SECURITY SERVICES	23-01481	116.90
33930	5/30/2023 AFLAC	23-01482	1,459.48
33931	5/30/2023 AMERICAN FOUNTAIN	23-01483	11,084.00
33932	5/30/2023 BMS DIRECT	23-01484	918.67
33933	5/30/2023 AT&T MOBILITY	23-01485	2,135.43
33934	5/30/2023 COMCAST	23-01487	764.19
33935	5/30/2023 COMPANION LIFE INSURANCE	23-01488	345.75
33936	5/30/2023 GIBSON, JESSICA	23-01479	100.00
33937	5/30/2023 HACH COMPANY	23-01489	1,246.34
33938	5/30/2023 LACY'S FLORIST	23-01490	125.96
33939	5/30/2023 MINNESOTA LIFE INSURANCE CO	23-01491	1,527.61
33940	5/30/2023 OLSEN, DAVID	23-01492	439.00
33941	5/30/2023 ROSE HAULING, LLC	23-01493	176.00
33942	5/30/2023 STINGO, PAUL	23-01494	79.90
33943	5/30/2023 COECO OFFICE SYSTEMS, INC	23-01486	98.69
33944	5/30/2023 CHEWNING, WENDY	23-01495	90.00
33945	5/30/2023 WILLIAMS, BENJAMIN F	23-01478	50.00
			\$ 734,481.07

UNFINISHED BUSINESS



UNFINISHED BUSINESS SUMMARY

June 20, 2023

AGENDA ITEM: 8A

Consideration of contract approvals for:

- i: Rapidan Service Authority
- ii: Orange Downtown Alliance

SUMMARY:

- Please see attached memorandum from the Town Manager.
- Please also see attached RSA Contract and ODA Contract before Council for consideration.

MOTION FOR CONSIDERATION:

“I move that Town Council approved the contract with Rapidan Service Authority and authorize the Mayor to execute.”

“I move that Town Council approve the contract with Orange Downtown Alliance and authorize the Mayor to execute.”



**Town of Orange
Town Manager's Office**

119 Belleview Avenue, Orange Virginia 22960 - 1401
Phone: (540) 672-5005 Fax: (540) 672-4435
Email - townmanager@townoforangeva.org

MEMORANDUM

TO: Mayor and Council Members
FROM:  Greg Woods, Town Manager
DATE: June 11, 2023
SUBJECT: Contract Approvals

Attached are two contracts for approval. Staff requests authorization for the execution of these contracts.

- 1) The first contract is the RSA renewal. RSA has obtained approval from their board. Primary changes from the previous contract are:
 - a. Reduction from 1.1 MGD to 500 KGD to be provided.
 - b. Increased the administrative fee to 18% from 15%.
 - c. Increased the profit markup to 10% from 5%.
 - d. The New term is 15 years with a 5-year renewal.
 - e. The Contract provides for supplying water to the Rt20 customers (airport area) of RSA.
- 2) The second contract is the ODA contract. ODA has already executed this contract. Specifics of this contract are:
 - a. Basically, the same as last year.
 - i. Same criteria for increasing volunteerism and sponsorships.
 - ii. ODA to have 2 events – Halloween and the Christmas Village.
 - iii. ODA to have other events as they wish.
 - iv. One year term.
 - v. Provides \$10K for preapproved cash required grant matching.

**"A Main Street Community"
&
"A Designated Enterprise Zone"**

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WATER PURCHASE CONTRACT

This Water Purchase Contract for the sale and purchase of water is entered into this ____ day of _____, 2023, between THE TOWN OF ORANGE, VIRGINIA, a municipal corporation ("Seller"), and the RAPIDAN SERVICE AUTHORITY, a corporate body politic ("Purchaser").

WITNESSETH

WHEREAS there has existed heretofore a Water Contract between the parties, said Water Contract having been entered into on May 14, 1971, and amended thereafter from time to time ("prior contract"); and

WHEREAS the parties wish to enter into a new contract modifying certain terms to the contract and extending the term of the contract; and

WHEREAS the parties wish for the terms set forth herein to supersede any and all prior agreements.

NOW THEREFORE,

WITNESSETH

That for and in consideration of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration hereby acknowledged by the parties to be sufficient at law, the parties agree as follows:

A. THE SELLER AGREES:

1. (Quality and Quantity) To furnish at the metering point of delivery located at the Seller's water plant during the term of this contract, and any renewal or extension thereof, potable treated water meeting applicable purity standards of the Virginia Health Department and such quantity as may be required by the Purchaser, not to exceed fifteen million (15,000,000) gallons per month, or a maximum of five hundred thousand (500,000) gallons per day, provided however, that Purchaser shall have the ability to withdraw more than 500,000 gallons per day only upon advance notice to the Seller of the Purchaser's need to do so, except such advance notice shall not be required in an emergency situation, and provided that Seller, in the reasonable opinion of the Town Manager or their designee, has the desired water available for sale and can deliver the water at the desired time.

In addition, the parties agree that the daily guarantee here provided (but no other terms) may be re-opened for negotiation upward or downward should any material event occur which substantially affects the need or lack thereof by the Purchaser for water.

2. (Point of Delivery and Pressure) The water will be furnished at a reasonably constant pressure calculated at the Orange plant. Emergency failures of

pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake, or other catastrophe, shall excuse the Seller from this provision for such reasonable period as may be necessary to restore pressure or supply. Unless requested by Purchaser, Seller shall produce water at a PSI equal to that adequate to supply the Town of Orange. If requested by the Purchaser, in writing, Seller shall install a pressure valve. If the valve is requested by Purchaser and is installed by Seller, the cost of acquisition and installation shall be paid one-half (1/2) by Seller and one-half (1/2) by Purchaser. The Seller's cost shall not be a component of the Unit Cost of Production.

3. (Metering Equipment) To furnish, install, operate and maintain at its own expense at point of delivery, the necessary metering equipment including a metering house or pit and required devices of standard type for properly measuring the quantity of water delivered to the Purchaser, and to calibrate such metering equipment whenever requested by the Purchaser, but not more frequently than once every twelve (12) months. A meter reading testing not more than two percent (2%) above or below the test result shall be deemed accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the six (6) months previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter fails to register for any period, the amount of water furnished during such periods shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless Seller and Purchaser agree upon a different amount. The metering equipment shall be read on the first day of each month. An appropriate official of the Purchaser shall have access to the meter at all reasonable times for the purpose of verifying its readings.
4. (Billing Procedure) To furnish Purchaser at the Notice address, below, not later than the fifth (5th) day of each month with an itemized statement of the daily amount of water metered to Purchaser during the preceding month.

B. THE PURCHASER AGREES:

1. To pay to Seller not later than the 20th day of each month for water metered in accordance with the rate set forth in Section C below.
2. To pay to Seller interest on unpaid accounts at the then current legal rate of interest.

C. IT IS FURTHER MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. (Term) This contract shall extend for a period of fifteen (15) years, from October 1, 2023, to September 30, 2038, with an option to renew for a 5-year extension upon mutual written agreement. If this contract is not renewed by the end of the extension, the Town will provide, and RSA may purchase,

water per the Code of Ordinances of the Town of Orange at the commercial base rate and out of town usage rate.

2. (Failure to Deliver) The Seller will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser at the point of delivery with quantities of water required by the Purchaser. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or if the supply of water available to the Seller is otherwise diminished over an extended period of time, the supply of water available to Purchaser shall be reduced or diminished in the same ratio or proportion as the supply to Seller's other consumers is reduced or diminished.
3. (Successor to Parties) This agreement shall be binding upon the parties hereto, and to their successors and assigns upon the approval of both Parties. Such approval shall not be unreasonably withheld.
4. (Calculation of Unit Cost) The Water rate beginning on October 1, 2023, and for each year thereafter for the term of this contract, shall be equal to one hundred ten percent (110%) of the actual Unit Cost of production of water (Unit Cost)¹ in the Seller's prior fiscal year. Unit Cost shall include all expenses incurred by Seller (a) in the operation and maintenance of the Seller's water treatment plant, (b) administrative costs,² and (c) annual depreciation attributable to the net capital cost³ of equipment or other assets used in the production of water for sale to the Purchaser. Debt service principal payments shall not be included in the calculation of Unit Cost. The Unit Cost shall not include capital costs related to the purchase/construction of new or expanded facilities to service non-RSA users. For purposes of determining Unit cost, expenditures (capital or otherwise) of less than \$15,000 per annum shall be expensed in the year in which they are incurred by the Seller. The net capital cost of any capital asset shall be depreciated annually in accordance with the attached *Schedule A*, and the annual depreciation expense shall be included in the calculation of Unit Cost as set forth above. Except for the raw water pump station constructed in 1996/97, no depreciation shall be charged for capital assets acquired prior to October 1, 1998.
5. In the event that the daily withdrawal amount exceeds 500,000 gallons on any given day, the per unit cost of such overage shall be at 1.25 times the unit cost calculated in section (C)4, above.

¹ Unit Cost shall be defined by the quotient of a fraction, the numerator of which shall be the expense of production, and the denominator shall be the total plant production of potable water.

² The Seller's administrative costs allocated to water production shall be eighteen percent (18%) of the Seller's direct operational and maintenance expenses.

³ Net capital cost of assets shall be defined as only the purchase price of capital equipment or other capital assets, less contributions in aid of construction or acquisition. Net capital cost of assets shall include shipping, installation and other normal capitalized GAAP expenses associated with capital equipment or capital assets.

6. The Seller shall provide to Purchaser, by September 1 of each year, its calculation of the adjusted rate for the upcoming rate year as calculated above, as well as any records or worksheets, including depreciation schedules and schedules of contributed capital, requested by Purchaser which were used by Seller to determine Unit Cost, and Purchaser shall, within thirty (30) days thereof, notify the Seller of any requested modification of the Unit Cost or protest thereto., If within twenty-one (21) days of that date, the parties have not been able to agree on a rate, the parties shall submit the dispute to arbitration, with each side choosing one arbiter and those two choosing the third. Each side shall be permitted to submit written documentation of its position and, if requested by the arbiters, oral argument, with the arbiters rendering a written decision, retroactive to October 1 of the year in question, within thirty (30) days of such written and, if applicable, oral submissions. The cost of arbitration shall be shared equally between the Purchaser and Seller.
7. (Notices) Notices pursuant to this Agreement may be given by postage-prepaid first-class mail or hand-delivered to the following contacts.

For the Seller

Town Manager
Town of Orange, Virginia
119 Belleview Avenue
Orange, VA 22960

For the Purchaser

General Manager
Rapidan Service Authority
P.O. Box 148
Ruckersville, VA 22968

8. (Complete Agreement) This contract abrogates all prior agreements between the parties and represents the entire agreement between the parties. This agreement shall be modified only by written agreement executed by both parties. This agreement shall be construed under the laws of the Commonwealth of Virginia. The Orange County, Virginia Circuit Court shall have sole and exclusive jurisdiction over any dispute arising out of this Agreement.

Witness the following signatures and seals.

TOWN OF ORANGE

By: _____ (SEAL)
Mayor

Attest:

Wendy J. Chewning, CMC, Town Clerk

RAPIDAN SERVICE AUTHORITY

By: _____ (SEAL)
Chairman

Attest:

Timothy Clemons, General Manager

STATE OF VIRGINIA

City/County of _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Martha B. Roby, Mayor of the Town of Orange.

Notary Public

My Commission Expires:

STATE OF VIRGINIA

City/County of _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____, Chairman of the Rapidan Service Authority.

Notary Public

My Commission Expires:

ROUTE 20 ADDENDUM
TO
WATER PURCHASE CONTRACT

WHEREAS The Town of Orange Virginia ("the Town"), and the Rapidan Service Authority ("RSA") (collectively, the "Parties") have entered into a Water Purchase Contract, effective _____, 2023, and

WHEREAS the Parties have now agreed that RSA may purchase water from the Town for resale to its customers in the RSA Route 20 water system (PWSID 6137120), and

WHEREAS the Parties have also agreed that said purchase requires certain additional conditions,

NOW THEREFORE, the Town and RSA agree as follows:

1. Regulatory Requirements: RSA shall be responsible for acquiring any permits from the Virginia Department of Health Office of Drinking Water or other bodies, and to satisfy all regulatory requirements associated with converting RSA Route 20's consecutive connection with the Town of Orange (PWSID 6137500) from an "Emergency" source to a "Permanent" source (the "Project"),
2. Planning, Design and Engineering: RSA shall be responsible for management and funding for all planning, engineering and design of infrastructure necessary to enable metered conveyance of water from the Town to the RSA Route 20 water system for the Project, including but not limited to:
 - a. A new flow metering vault within 500 feet of the existing vault; and
 - b. A new electromagnetic flow meter, valves and other related components such as electric service and data communication equipment; and
 - c. Equipment and programming necessary to (1) transmit pressure data to the Town's SCADA system at a frequency of no less than once per minute, (2) transmit flow metering data to the Town's SCADA system at a frequency of no less than once per hour (3) allow the Town's water treatment personnel to control an electric-actuated valve remotely via the Town's SCADA system; and
 - d. Provision of real-time Porter Road tank level data to the Town via an online portal or integration with the Town's existing SCADA system; and
 - e. A sampling/station and/or fire hydrant west of the new meter vault referenced in subparagraph (a), above.

The Parties shall collaborate to ensure the interoperability of the two systems (1) in the pre-design phase, and at the (2) thirty percent (30%), (3) sixty percent (60%), and (4) ninety percent (90%) design milestones and (5) prior to public release of Bid Documents. Both parties must approve Bid Documents prior to the publication, said approval shall not be unreasonably withheld.

3. Procurement: RSA shall be responsible for management of the procurement process, in compliance with the Virginia Public Procurement Act.

Construction: RSA shall be responsible for management and funding for the construction and commissioning of all components of the Project, including but not limited to the components listed in paragraph (3), above.

Construction of the Project shall not be deemed substantially complete without approval by the Town, said approval shall not be unreasonably withheld.

4. Interconnection of Town Water System: Existing groundwater wells serving the RSA Route 20 waterworks (Well #1 on Porter Road and Well #2 on May Lane) shall be abandoned upon the completion of construction and testing of equipment. A full system flush to minimize the intermixing of Town water and existing well water in the system must be completed to finalize the connection.
5. Invoice to the Town: Upon completion of the project, RSA shall provide a detailed invoice, including itemized costs and other supporting documentation, to the Town for the cost of any equipment, programming and installation associated with the water plant SCADA system beyond that proportionate to RSA's use. Said invoice shall also include design, bid document preparation, installation, and materials costs related to the sampling station and/or fire hydrant installation, if such are included in the Project as built and approved by the Town. The Town shall have no obligation to cover other expenses related to the flow metering vault design or construction.
6. Ownership of Project Infrastructure: Upon completion of construction, commissioning, and testing of equipment by RSA or its agent, and payment of said Invoice, the Town shall assume all rights and responsibilities of ownership for all infrastructure within the new flow metering vault and on points west of said vault, as well as that infrastructure located at the Porter Road tank installed for integration to the Town's SCADA system, including coverage of utility expenses and maintenance of the components or other controls or equipment therein.
7. All other applicable "Water Purchase Contract" provisions apply.

Agreed, this ____ day of _____, 2023.

Witness the following signatures and seals.

TOWN OF ORANGE

By: _____ (SEAL)
Mayor

Attest:

Wendy J. Chewning, CMC, Town Clerk

RAPIDAN SERVICE AUTHORITY

By: _____ (SEAL)
Chairman

Attest:

Timothy Clemons, General Manager

Agreement
between
The Town of Orange, Virginia
and
The Orange Downtown Alliance

This agreement, effective the latest date of signature below, is made and entered into by and between the Town of Orange, Virginia (Town), a Virginia Municipal Corporation and the Orange Downtown Alliance (ODA), a nonprofit corporation (collectively, the "Parties").

WHEREAS Main Street America (MSA) is the nationally-recognized downtown revitalization program anchored by the National Main Street Center's Four Point Approach; and

WHEREAS, the Town of Orange is a designated Virginia Main Street Community, and a Nationally Accredited Main Street Community; and

WHEREAS the Town has established a Main Street District; and

WHEREAS the Main Street Program requires the maintenance of a public-private partnership between the Town and a private, non-profit organization in support of the Town's Main Street District; and

WHEREAS ODA is a private, non-profit 501(c)(3) corporation, located within the Main Street District and participates as a Virginia Main Street Designated Community Organization.

NOW THEREFORE, the parties agree as follows:

The ODA shall:

1. Operate according to the terms of the current Virginia Main Street Biennial Memorandum of Understanding Designated Community (MOU). Said MOU shall be attached to and become part of this Agreement as APPENDIX A, and shall be updated each time a new MOU is executed.
2. Maintain Accreditation as a National Mainstreet Community and provide Program Management.
 - a. Maintain Main Street certification and utilize MSA's project format and process and provide to the Town documentation of said certification.
3. Provide a quarterly written report to the Town Manager on the activities of the ODA, including financials, due on or before the 2nd Monday of October, January, April and July.
 - a. Develop and/or maintain the systems necessary to track and report as required by the Main Street Organization and or the Department of Housing and Community Development (DHCD). The ODA agrees to incorporate such data into its quarterly reports made to the Town Manager.
 - b. Participate in an annual review, attended by the Executive Director and members of its Board of Directors, with the Town Manager and members of the Town Council. Said review meetings will discuss the ongoing relationship between the

Parties, the ODA work plan, and other topics of interest to both parties. Additional review sessions may be called quarterly on request of the Town Council.

- c. Provide the Town Manager a list of all members of its Board of Directors a list of all Committee Chairs and a copy of its current Bylaws on or before June 30th of each year and shall update said documents, in writing, within thirty (30) days of any change thereto.
4. Conduct all operations in compliance with all statutes, ordinances, procedures and policies of the Commonwealth of Virginia and the Town of Orange. This conduct shall include the referral of any decisions or operations under the authority of the Town to the Town Manager or their designee. The ODA agrees to neither plan nor make any use of Town property or resources, including Town staff, without the prior, written approval of the Town Manager or their designee.
5. Meet with the Town Manager or their designee in order to develop such best practices guidance documentation as necessary to provide guidance to the ODA.
6. Designate a member of its board to act as liaison ("ODA Liaison:") to the Town Manager or any designee assigned by the Town Manager with respect to the work to be performed under this Agreement.
7. Design and enact a campaign to recruit, coordinate, manage and maintain a corps of volunteers to assist in the work of the ODA with a goal of increasing the volunteer corps of the ODA by twenty-five percent (25%). A copy of the annual volunteer report prepared and submitted to the Department of Housing and Community Development shall be submitted to the Town Manager along with quarterly progress reports to be included in that submitted to the Town Manager, and/or any updates to said report which may be prepared or presented to any other organization or agency.
8. Design and enact a campaign to increase sponsorships of the ODA from businesses located within the Main Street District. Said campaign shall increase the number of sponsoring businesses within the Main Street District by twenty (20).
9. Produce two (2) events designed to promote the Main Street District and support tourism and small business development.
 - a. Upon the request of the ODA, these events shall be the Halloween Walk Through Main Street event and the Holiday Village event.
 - i. Said events shall be designed to maximize foot traffic to the perimeters of the Main Street District, with a focus on the area between Short Street and Taylor Park.
 - ii. The ODA shall prepare and submit to the Town Manager a written plan and budget in advance of each event and provide a report after the event, which shall include sales and attendance numbers and vendor contact information.
 - iii. The ODA shall confer with the Town Manager or their designee regarding any promotion of said events. Said promotion(s) shall identify the Town of Orange as a sponsor of these two events.

The Town Shall:

1. Designate the Town Manager, or any designee assigned by the Town Manager, to act as its representative with respect to all work to be performed under this Agreement.
2. Not interfere with the ODA, as an independent non-profit organization with its own governing body, in its pursuit of other interests not in conflict with those listed herein and which preserve the goals of that organization.
3. Cooperate with the ODA liaison in order to develop such best practices guidance documentation as necessary to provide guidance to the ODA.

Promotional Materials

ODA shall not conduct any marketing or branding which includes the Town without obtaining written authorization for said marketing or branding, for any promotions, branding and design which market the Town (including but not limited to campaign themes, materials and designs, written or electronic) from the Town Manager or their designee prior to production or release. The Parties understand that this agreement is not intended to exclude Town branding from such marketing or branding efforts, but instead to promote cooperative messaging from the Parties.

Matching Funds

As part of this agreement, where the ODA works with appropriate public agencies at local, state and federal levels to obtain necessary funding and leverages its 501(c)(3) status to receive grant awards and programs for projects within the Main Street District, and on such occasion that said grant awards and funding requires matching cash funding, the Town will provide matching funds in an amount up to \$5,000.00 per instance up to a total amount of \$10,000.00 per year.

Any request for matching funds shall be made to the Town Manager in advance of any grant applications to which said funds would be applied. All supporting documentation of such grant must be provided at the time of the request to the Town Manager. Said funds will be released upon the award of the applied-for grant, the approval of the Town Manager and the receipt of any reports or other supporting documentation regarding each grant awarded.

Conduct

The parties covenant and agree each to the other that the conduct of each under this agreement, and the interpretation and enforcement of the provisions hereof, shall be characterized by good faith and fair dealings to ensure that the objectives of each party as set forth in this agreement and the attachments hereto may be achieved.

Best Practices

The parties acknowledge that certain actions undertaken under this agreement need to meet certain best practices criteria. As such, they agree, as indicated in paragraph (5) above, that it will be beneficial to develop certain memoranda as guidance. The Parties further acknowledge that while said memoranda cannot be fully inclusive by their very nature, and that such documentation shall not limit the definition of best practice, they shall endeavor to promote communication that will support the covenant of conduct and intent inherent to this agreement.

Time of Performance

The term of this agreement shall be from July 1, 2023 to June 30, 2024.

Compensation

The Town shall pay to the ODA a total of **\$70,000.00 per year** as compensation for the services provided under this agreement, which payment shall constitute full and complete compensation for such services as completed.

\$40,000.00 shall be provided for the achievement and maintenance of accreditation with the Main Street Program and administrative updates as indicated herein.

\$10,000.00 shall be provided for the production of the Halloween Walk through Main Street and Holiday Village events.

\$20,000.00 shall be provided for the design and enactment of the campaigns to develop and maintain a volunteer workforce and to increase sponsorship of the ODA by businesses located within the Main Street District.

The compensation will be provided at the rate of \$17,500.00 at the end of the first quarter of the term of this agreement.

The compensation will be provided at the rate of \$17,500.00 at the end of the second quarter of the term of this agreement.

The compensation will be provided at the rate of \$17,500.00 at the end of the third quarter of the term of this agreement, provided that the ODA has initiated the campaigns to expand its cadre of volunteers and the sponsorships provided herein. If said campaigns are not initiated, the compensation will be provided at the rate of \$10,000.00 at the end of the third quarter of the term of this agreement.

The compensation will be provided at the rate of \$17,500.00 at the end of the fourth quarter of the term of this agreement, provided that the ODA has met the goals set herein for the campaigns to expand its cadre of volunteers and the sponsorships provided herein. If said campaigns are not initiated, the compensation will be provided at the rate of \$10,000.00 at the end of the fourth quarter of the term of this agreement.

Audit and Evaluation

Inasmuch as the funds to be provided to the ODA by the Town are public funds, the ODA agrees that it shall maintain books of account in accordance with Generally Accepted Accounting Principles (GAAP), together with all necessary documentation to support all expenditures. The records of the ODA, including payroll accounts and other records of disbursements and receipts, and other records relating to the performance of the activities herein specified, shall be made available for inspection to the Town Manager or his designee or to any Certified Public Accountant acting on behalf of the Town, upon request of the Town, in order to ascertain performance of the

ODA under this Agreement. The ODA agrees to retain such records for not less than three (3) years.

Discrimination

In carrying the services under this Agreement, the ODA shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, sexual orientation, gender identity or disability. The ODA shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without to their race, color, religion, sex, age, national origin, sexual orientation, gender identity or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship,

The ODA agrees and will undertake whatever affirmative measures are necessary so that no person shall be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activities funded in whole or in part with any of the funds made available to the ODA under the terms of this Agreement because of race, creed, color, religion, national origin, sex, age, degree of handicap, sexual orientation, gender identity or disability.

Termination of Agreement

If through any cause, the ODA shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the ODA shall violate any of the covenants, agreements or stipulations of this Agreement, the Town shall thereupon have the right to terminate this Agreement by giving written notice to the ODA of such failure, specifying the effective date thereof not less than thirty (30) days before dissolution.

Upon termination of this Agreement, the ODA shall return to the Town all unexpended funds and/or any funds utilized for purposes other than stated in this Agreement.

Assignability

The ODA shall not assign any interest in this Agreement without the prior written approval of the Town.

Severability

If any provision of this agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

Force Majeure:

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, incidences of terrorism, war or riots, labor strikes or civil disturbances, floods, earthquakes, fire, explosions, epidemics, hurricanes, tornadoes, governmental actions and restrictions.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

Insurance

At the time of execution of this Agreement by the ODA, the ODA shall provide to Town copies of the ODA's insurance certificates showing compliance with the insurance requirements of Insurance Schedule D, included as Appendix D.

Notice

Notices pursuant to this Agreement may be given by postage-prepaid first-class mail or hand-delivered to the following contacts.

For the Town

Town Manager
Town of Orange, Virginia
119 Belleview Avenue
Orange, VA 22960

For the ODA

President
Orange Downtown Alliance
PO Box 283
Orange, VA 22960

Jurisdiction

The Orange County, Virginia Circuit Court shall have sole and exclusive jurisdiction over any dispute arising out of this agreement.

Appropriations

The obligations of the Town are contingent upon and subject to the appropriation of sufficient funds for the purpose of this agreement.

Enforceability

Failure of either Party to enforce any of the terms of this Agreement shall not be construed as a waiver of rights thereunder preventing the subsequent enforcement of such provisions or the recovery of damages for breach thereof.

Final and Entire Agreement

This agreement includes all of the terms of agreement between the Town of Orange, Virginia and the Orange Downtown Alliance and there are no other agreements, promises, inducements or understandings between the parties.

Town of Orange, Virginia

Signed: _____
Martha B. Roby, Mayor

Date: _____

Orange Downtown Alliance

Signed: 
Cameron Hamilton, President

Date: 5/31/2023

Approved as to form: _____
Town Attorney

APPENDIX A
Main Street MOU

APPENDIX B

The ODA's General Liability Insurance Policy certifying the Town of Orange as an Additional Insured

APPENDIX C

Map of the Main Street District

[Date]

APPENDIX D
The ODA Work Plan



UNFINISHED BUSINESS SUMMARY

June 20, 2023

AGENDA ITEM: 8B

Consideration of Resolution (RES2023-05), as presented, authorizing the Mayor to sign a Quit Claim Deed conveying property to Orange County Public Schools.”

SUMMARY:

- Please see attached memorandum from the Town Attorney.
- Please also see attached Resolution (RES2023-05) and Quit Claim Deed before Council for Consideration.

MOTION FOR CONSIDERATION:

“I move that Town Council adopt Resolution (RES2023-05), as presented, and authorize the Mayor to execute the Quit Claim Deed conveying property to Orange County Public Schools.”

MEMORANDUM

To: Town Council, Town Manager
CC: Greg Woods, Town Manager, John Cooley, Director of Community Development
From: Catherine B. Lea, Town Attorney
Date: June 20, 2023
RE: OCPS Quitclaim Deed

In 1940, a tract of approximately 30 acres was deeded to the Town for use as a public park and named John Porterfield Park. In 1945, portions of the property were deeded by the Town to the School Board for construction of Orange Elementary School and, in 1966 additional land was deeded for expansion of the school facilities and sports fields for use by the schools. In 1999, a further transfer and agreement was entered into between the Town and the School Board, ensuring ongoing use of the property for the public use for educational and recreational purpose.

In practice, the school use for the sports facilities, has since that time expanded further into the park area for related purpose and school and Town staff have worked to amend the boundaries of the property to reflect that use. At this time, the parties have determined to adjust the boundary lines between the park and the school board to reflect the actual usage.

The attached deed and resolution are for your review and discussion in order to finalize and facilitate improved use of the property for school sports purposes.

Please feel free to contact myself or the Director of Community Development if you have any questions.
Thank you.

Prepared by:
Catherine B. Lea, VSB#: 77921
16381 Black Run Rd.
Orange, VA 22960

After Recording Return to:
Town of Orange
119 Belleview Ave
Orange, VA 22960

A Portion of TMP#: 44A3-(10)-1

Exempt from the tax imposed by Va. Code §58.1-801- §58.1-811 (A)(3)

Exempt from the tax imposed by Va. Code §58.1-802- §58.1-811 (C)(3)

QUIT CLAIM DEED

WHEREAS, the Town of Orange, a Virginia municipal corporation, ("Grantor") is the owner of certain real property designated as tax number 044A3001000010 on the tax map; and

WHEREAS the Town of Orange wishes to transfer ownership of a portion of this property, adjacent to Porterfield Park Football Stadium, to the Orange County School Board, a body politic ("Grantee") whose address is 200 Dailey Drive, Orange VA 22960; and

WHEREAS Grantor and Grantee have entered into an agreement dated July 14, 1999, amended as described in the Amendment to Deed Covenants and Deed of Confirmation, on record with the Clerk's Office of the Circuit Court of Orange County in Instrument Number 130003085,

NOW THEREFORE, for good and valuable consideration, the receipt whereof is hereby acknowledged, Grantor doth hereby grant and convey to the Orange County School Board as Grantee by Quit Claim Deed, all that certain tract or parcel of land containing nine hundred sixty thousandths (0.960) acres, more or less, and lying on the northern side of Newton Street and on the western side of Montevista Avenue in the Town of Orange, Virginia, and being more particularly described on a plat of a survey thereof made by James Luther, P.C., Land Surveyor dated November 2, 2021, attached hereto and made a part hereof, the metes and bounds of said parcel of land (the "Property") being as follows:

"Beginning at a rod found at the intersection of southeastern corner of Lot 14 (tm 044A3211000140) and the southwestern corner of Lot 13 (tm 044A3211000130) as found on a plat titled "Division of Phase 1 "Porterfield Place" recorded in plat cabinet C slot 268 in the Orange County, Virginia Circuit Court Clerk's office thence 134.93 feet N55°33'46"E to a rod set at the point of beginning, thence 120.00 feet N55°33'46"E to a rod found, thence 268.74 feet S13°58'56"E to a rod found, thence 9.89 feet N82°49'52"E to a rod found, thence 126.85 feet S14°01'14"E to a rod found, thence 112.88 feet S76°10'19"W to a rod found, thence 354.65 feet N15°30'38"W to the point of beginning and containing 0.960 acres more or less."

BEING A PORTION of the property conveyed to the Town of Orange by V.R. Shackelford, Special Commissioner in the Chancery Cause of Morton, et als vs. Morton, et als, by deed dated September 16, 1940, and of record in the Clerk's office of the Circuit Court of Orange County, Virginia, in Deed Book 116 at page 220.

This conveyance is expressly subject to the following conditions:

1. This conveyance is subject to the Agreement between the parties dated July 14, 1999, as amended by the Amendment to Deed Covenants and Deed of Confirmation, on record with the Clerk's Office

of the Circuit Court of Orange County in Instrument Number 130003085, and such Agreement survives this Deed.

2. This conveyance includes all improvements to the parcel.
3. The Property, along with that property previously conveyed in Instrument Number 990007654, on record with the Clerk's Office of the Circuit Court of Orange County, shall be cumulatively known as "John Porterfield Park."
4. Conveyance of the Property shall be upon the condition that the Property be used primarily and regularly by the Orange County School Board, or its designee, for athletic purposes. In the event that the Property is no longer used for such purposes, the Town of Orange, as Grantor herein, shall have the right of entry. In the event Grantor exercises its right of entry, the Property, together with the improvements permanently affixed to the land shall revert to Grantor.

WITNESS the following signatures and seals:

TOWN OF ORANGE, VIRGINIA,
A Municipal Corporation of the
Commonwealth of Virginia

BY: _____
Martha B. Roby, Mayor

ATTEST:

Wendy J. Chewning, Clerk

COMMONWEALTH OF VIRGINIA

County of Orange, to-wit

I, _____, a Notary Public in and for the county and state aforesaid, do certify that Martha B. Roby, Mayor, and Wendy J. Chewning, Clerk, of the Town of Orange, Virginia, whose names are signed to the foregoing deed bearing date on the _____ day of June, 2023, personally appeared before me this day and in the name of and on behalf of the said municipal corporation acknowledged the said deed as the act and deed of the aforesaid corporation and made oath that they are Mayor and Clerk, respectively of the Town of Orange, Virginia, and that the seal affixed to said deed is the true corporate seal of said corporation and that said seal has been affixed thereto by due authority.

Notary Public

My commission expires: _____

Registration # _____



RESOLUTION (RES2023-05)

ADOPTED BY THE

TOWN COUNCIL OF THE TOWN OF ORANGE, VIRGINIA

ON JUNE 20, 2023

WHEREAS, The Town of Orange, Virginia acquired a tract of land containing thirty (30) acres, more or less, from V.R. Shackelford by deed dated September 26, 1940 and of record in the Clerk's Office of the Circuit Court of Orange County in Deed Book 116 at page 220, to be used as a public park for recreational and educational purposes in its broadest terms or other such like purposes as the Town Council might deem proper, said property being locally known as "John Porterfield Park"; and

WHEREAS the Town of Orange has conveyed to the County School Board of Orange County two tracts of land containing twelve and one hundred sixty-three thousandths (12.163) acres, more or less, by deed dated May 8, 1945 and of record in the Clerk's Office in Deed Book 124 at page 184 and by deed dated January 25, 1966, , and of record in the Clerk's Office of the Circuit Court of Orange County, Virginia, in Deed Book 212 at page 237, which property has been utilized for the construction of a school building and in for the construction of facilities connected with said school for public educational and recreational purposes; and

WHEREAS, the County School Board of Orange County now desires to expand said facilities for public educational and recreational purposes and has negotiated with the Town of Orange for the purchase of an additional tract of land containing nine hundred sixty thousandths (0.960) acres, adjacent to the combined containing twelve and one hundred sixty-three thousandths (12.163) -acre tract lying on the northern side of Newton Street and on the western side of Montevista Avenue within the Town of Orange, this being a portion of the thirty (30) acre tract of land acquired by the Town of Orange on or about September 26, 1940; and

WHEREAS, the County School Board of Orange County provides public education for children of school age residing in the Town of Orange and throughout the County of Orange; and

WHEREAS the said nine hundred sixty thousandths (0.960) acre tract has been dedicated to public use by the Town of Orange, and the Town Council of the Town of Orange finds that the proposed use of the said

nine hundred sixty thousandths (0.960) acre tract of land is entirely consistent with the original intent of the conveyance of the said property to the Town of Orange,

NOW THEREFORE, BE IT RESOLVED, as follows:

1. That the Town of Orange, Virginia, convey to the County School Board of Orange County the additional tract of land containing nine hundred sixty thousandths (0.960) acres, more or less, by Special Warranty Deed upon the receipt of the sum of Ten Thousand Dollars (\$10,000.00) and other consideration as agreed.
2. That said other consideration be the entry by the Town of Orange and the County School Board of Orange County relating to the joint use of the containing nine hundred sixty thousandths (0.960) acre tract of land for public educational recreational purposes, remaining dedicated to public use.
3. That the deed conveying the containing nine hundred sixty thousandths (0.960) acre tract of land to the County School Board of Orange County and the agreement as to the joint use and public dedication of the nine hundred sixty thousandths (0.960) acre tract of land by the Town of Orange, Virginia and the County School Board of Orange County, prepared by the Town Attorney and this day presented to the Town Council, be and are hereby approved as to form and content.
4. That the Mayor and Town Clerk be, and are hereby, authorized to execute and acknowledge the deed to the County School Board of Orange County and the agreement with respect to the joint use of the nine hundred sixty thousandths (0.960) acre tract of land on behalf of the Town of Orange, Virginia and to affix the seal of the Town thereto.
5. That all such further action be taken in connection therewith as the Town Council of the Town of Orange, Virginia may deem necessary and appropriate.

CERTIFICATE

This is to certify that the foregoing is a true copy of a resolution duly adopted by a recorded affirmative vote of three-fourths of all members elected to the Town Council of the Town of Orange, Virginia, at a meeting thereof held on June 20, 2023.

Martha B. Roby
Mayor

Deputy Town Clerk



UNFINISHED BUSINESS SUMMARY

June 20, 2023

AGENDA ITEM: 8C

Continued discussion of date for Town Council Retreat.”

SUMMARY:

- This is a continued discussion from a previous meeting.
- Staff recommends holding this Retreat meeting from 4 to 8 p.m. on Monday, August 7th which is a regular scheduled Work Session meeting day.

MOTION FOR CONSIDERATION:

“I move that Town Council hold a Council Retreat Meeting on Monday, August 7th from 4 to 8 p.m. in the Town’s Community Meeting Room.”

NEW BUSINESS



NEW BUSINESS

June 20, 2023

AGENDA ITEM: 9A

Consideration of Ordinance (ORD2023-02) Repealing and Reenacting Chapter 66 (Taxation), Article IV. (Hotel, Room and Space Rental Tax) of the Town of Orange Town Code.

SUMMARY:

- Please see attached memorandum from the Town Attorney.
- Please also see attached Ordinance (ORD2023-02) before Council for consideration.

MOTION:

“I move that Town Council adopt Ordinance (ORD2023-02), as presented, Repealing and Reenacting Chapter 66 (Taxation), Article IV, (Hotel, Room and Space Rental Tax) of the Town of Orange Town Code.”

MEMORANDUM

To: Town Council, Town Manager
CC: Dianna Gomez, Director of Finance, Greg Woods, Town Manager
From: Catherine B. Lea, Town Attorney
Date: May 31, 2023
RE: Proposed Amendments/Transient Occupancy Tax

Upon the request from our Director of Finance, I have researched and reviewed the Town's Transient Occupancy Tax Ordinance (Chapter 66, Article IV, Sections 66-86 to 66-98).

As you may be aware, last year the General Assembly amended Va. Code Sec. 58.1-3819 and -3826 to provide that TOTs can be collected on the gross proceeds, shall be computed upon the basis of the total charges or the total price paid for use of the room, and the intermediaries facilitating the accommodations must collect on the entire amount paid. Significantly, these amendments addressed the role of lodging intermediaries (like Airbnb, Expedia and Home Away) in booking, receiving payments for and advertising short term rentals. These intermediaries are now (as of November 2022, I believe) making both state sales tax and local lodging tax payments.

In an effort to address the issues (community safety and appropriate recordkeeping) that come along with the continuing short term rental market, localities have created systems to require reporting by local lodging providers (the residents), including reporting of revenue and payments by the intermediaries.

Town policy to date is that lodging providers are required to register with the town, and to pay the tax directly. The new system of direct payments (which began in the fourth quarter of last year) from intermediaries is not yet addressed by the procedures or ordinance.

The proposal is to combine a revised local transient occupancy tax ordinance with new forms and procedures to combine the registration and reporting policies with a comparison to the filing procedures used by the intermediaries. The intermediaries are refusing to identify the providers to the localities. In order to strengthen the efforts to get full disclosure, localities are working to have similar language across their ordinances, while the general assembly continues to work on legislation that will provide the teeth needed to get the system working.

The attached draft ordinance uses terms adopted throughout the commonwealth and using the language and authority of the recently-adopted legislation to work toward that goal. Please feel free to contact either myself or the Director of Finance if you have any questions.

Thank you.



ORDINANCE (ORD2023-02)

AN ORDINANCE TO REPEAL AND REENACT CHAPTER 66(TAXATION), ARTICLE IV. (HOTEL, ROOM AND SPACE RENTAL TAX) OF THE CODE OF THE TOWN OF ORANGE (2018), AS AMENDED, TO CONFORM THE TOWN'S PROCESS FOR COLLECTION AND REPORTING OF TRANSIENT OCCUPANCY TAX WITH CHANGES IN STATE ENABLING LEGISLATION

BE IT ORDAINED by the Council of the Town of Orange that the current Article IV (Hotel, Room and Space Rental Tax) of Chapter 66 (Taxation), shall be repealed and a new Article IV (Transient Occupancy Tax) shall be and is hereby enacted as follows:

ARTICLE IV. – TRANSIENT OCCUPANCY TAX

Sec. 66-86. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accommodation means any public or private hotel, inn, hostelry, short-term rental, motel or rooming, boarding or lodging house within the town offering lodging as defined in this section, for compensation, to any transient as defined in this section.

Discount room charge means the full amount charged by the lodging provider to the lodging intermediary, or an affiliate thereof, for furnishing the lodging.

Hotel means any structure or group of structures for rent or for hire that is primarily kept, used, maintained, advertised, or held out to the public as a place where sleeping accommodations are offered to transients in return for compensation.

Lodging means the rental to any transient of the use or possession of room or space to any transient that is suitable or intended for occupancy by transients for dwelling, lodging, or sleeping purposes for compensation, in an accommodation as defined in this section, by a lodging provider or lodging intermediary, or the occupancy of such room or space by such transient. If the charge for the accommodation made by any person to such transient includes any charge for meals, parking or other services not related to the occupancy of the room in addition to lodging or the use of such room or

space, then such portion of such total charge as represents only room or space rental shall be distinctly set out and billed to such transient by such person as a separate item.

Lodging fee means the room charge less the discount room charge, if any, provided that the lodging fee shall not be less than zero dollars (\$0).

Lodging intermediary means any person other than a lodging provider that:

1. facilitates the sale of an accommodation; and
2. Either:
 - a. charges a room charge to the customer, and charges a lodging fee to the customer, which fee it retains as compensation for facilitating the sale; or
 - b. Collects a room charge from the customer; or
 - c. Charges a fee, other than a lodging fee, to the customer, which fee it retains as compensation for facilitating the sale.

For purposes of this definition, "facilitates the sale" includes brokering, coordinating, or in any other way arranging for the purchase of the right to use accommodations via a transaction directly, including via one (1) or more payment processors, between a customer and a lodging provider. The term "lodging intermediary" does not include a person:

 - i. Who provides lodging while operating under a trademark, trade name or service mark belonging to such person;
 - ii. Who facilitates the sale of lodging if:
 1. The price paid by the customer to such person is equal to the price paid by such person to the lodging provider for the use of the lodging; and
 2. The only compensation received by such person for facilitating the sale of the lodging is a commission paid from the lodging provider to such person;
 - iii. Who is licensed as a real estate licensee pursuant to Virginia Code Article 1 (§ 54.1-2100 et seq.) of Chapter 21 of Title 54.1, when acting within the scope of such license.

Lodging provider means any person that furnishes accommodations to the general public for compensation. The term "furnishes" includes the sale of use or possession or the sale of the right to use or possess.

Room charge means the full retail price charged to the transient for the use of the accommodation. Room charge includes any fee charged to the customer and retained as compensation for facilitating the

sale, whether described as a lodging fee, facilitation fee, or any other name. Any additional charges made in connection with the rental of accommodations are deemed to be a part of the charge for the room and are subject to the tax. For example, additional charges for movies, parking, local telephone calls and similar services are subject to the tax. Toll charges for long-distance telephone calls are not subject to the tax.

Short-term rental means any building, structure, or unit, on the same tax parcel, sharing the same mailing address, that is used, or is intended to be used, as a residence or home for one (1) or more persons available for rent or for hire to transients.

Transient means any person who, for a period of fewer than thirty (30) consecutive days, either at his own expense or at the expense of another, obtains lodging for which a charge is made at an accommodation, as defined in this section.

Cross reference— Definitions and rules of construction generally, Sec. 1-2.

Sec. 66-87. - Violations of article.

Any person violating or failing to comply with any of the provisions of this article shall be guilty of a Class 3 misdemeanor. Conviction of such violation shall not relieve any person from the payment, collection or remittance of the tax provided for in this article.

Cross reference— General penalty; continuing violation, § 1-12.

Sec. 66-88. - Levied.

There is hereby imposed and levied upon every Transient obtaining or occupying Lodging within the town, in addition to all other taxes and fees of every kind now imposed by law, a tax equivalent to five (5) percent of the total price paid for the Lodging by the Transient, or on the Transient's behalf.

State Law reference— Authority of town to impose tax on transient room rentals, Code of Virginia, §58.1-3819.

Sec. 66-89. - Discount.

For the purpose of compensating for the collection of the tax imposed by this article, every business shall be allowed three percent of the amount of tax due and accounted for in the form of a deduction on his quarterly return, provided the amount due is not delinquent at the time of payment.

Sec. 66-90. - Collection.

- a) For any lodging not facilitated by a lodging intermediary, the lodging provider shall collect the tax levied pursuant to this article from the transient, or from the person paying for the lodging, at the time that payment for the lodging is made, computed on the total price paid for the use or possession of the lodging, and shall remit the same to the town and shall be liable for the same.

- b) For any lodging facilitated by a lodging intermediary, the lodging intermediary shall be deemed to have made a retail sale of the lodging and is responsible for collecting the tax levied for the lodging from the transient or the person paying for the lodging, at the time that payment for the lodging is made, computed on the room charge and shall remit the same to the town and shall be liable for the same.
- c) For any transaction for the retail sale of accommodations involving two (2) or more parties that meet the definition of lodging intermediary, nothing in this section shall prohibit such parties from making an agreement regarding which party shall be responsible for collecting and remitting the tax, so long as the party so responsible is registered as a dealer with the locality. In such event, the party agreeing to collect and remit the tax shall be the sole party liable for the tax, and the other parties to such agreement shall not be liable for such tax.
- d) For any retail sale of lodging facilitated by a lodging intermediary, nothing herein shall relieve the lodging provider from liability for retail sales and use taxes on any amounts charged directly to the customer by the lodging provider that are not collected by the lodging intermediary.
- e) In any retail sale of any lodging in which a lodging intermediary does not facilitate the sale of the lodging, the lodging provider shall separately state the amount of the tax in the bill, invoice, or similar documentation and shall add the tax to the total price paid for the use or possession of the lodging. In any retail sale of any lodging in which a lodging intermediary facilitates the sale of the lodging, the lodging intermediary shall separately state the amount of the tax on the bill, invoice, or similar documentation and shall add the tax to the room charge; thereafter, such tax shall be a debt from the customer to the lodging intermediary, recoverable at law in the same manner as other debts.

The taxes collected by any person shall be deemed to be held in trust for the town by the person required to collect them, until they have been remitted to the town as provided in this article.

State Law reference— Scope of Transient Tax, Code of Virginia, § 58.1-3826.

Sec. 66-91. - Administrative guidelines.

The town manager shall establish guidelines as necessary to administer the terms of this article.

Sec. 66-92. - Reports and remittances generally.

Every person collecting any tax levied by this article shall make out a report thereof, upon such forms and setting forth such information as the town treasurer may prescribe and require, showing the amount of lodging charges collected and the amount of tax required to be collected thereon, and shall sign and deliver the same to the town treasurer, together with a remittance of such tax, made payable to the Town of Orange.

If a person, including a lodging intermediary is collecting taxes from, or on behalf of, multiple accommodations, the report shall also be sufficient to identify the lodging charges and tax owed on

lodging at each individual accommodation, including the accommodation's address and, in cases where a lodging intermediary is responsible for collecting and remitting the taxes, information sufficient to identify the lodging provider connected to the accommodation.

Such reports and remittances shall be made quarterly to the town treasurer on or before the twentieth day of the calendar month following the quarter being reported, i.e., on April 20, July 20, October 20, and January 20.

Lodging providers shall be required to file quarterly reports with the town treasurer even in the event no tax is due and regardless of whether they collected the tax or if it was done on their behalf by a lodging intermediary. Such reports and remittances shall be made quarterly to the town treasurer on or before the twentieth day of the calendar month following the quarter being reported, i.e., on April 20, July 20, October 20, and January 20.

Sec. 66-93. - Exemptions.

No tax shall be payable under this article on any charge for Lodging in, and during care or treatment in, any hospital, medical clinic, nursing or convalescent home, extended health care facility, sanatorium or sanitorium, home for the aged, infirmed, orphaned, disabled, or mentally retarded or other like facility; or in any educational institution.

Sec. 66-94. - Advertising payment or absorption of tax.

No person shall advertise or hold out to the public in any manner, directly or indirectly, that all or any part of a tax imposed under this article will be paid or absorbed by him or anyone else, or that he or anyone else will relieve any purchaser of the payment of all or any part of such tax.

Sec. 66-95. - Penalty for late remittance.

If any person, whose duty it is to do so, shall fail or refuse to make a report and remit the tax as required by this article within the time and in the amount required, there shall be added to such tax by the town treasurer a penalty in the amount of five (5) percent of such tax, or a minimum of two dollars (\$2.00), if such failure is for not more than thirty (30) days in duration.

Sec. 66-96. - Procedure upon failure to collect, report, etc. (a) (b)

- a) If any person, whose duty it is to do so, shall fail or refuse to collect the tax imposed under this article and make timely report and remittance thereof, the town treasurer shall proceed in such manner as is practicable to obtain facts and information on which to base an estimate of the tax due. As soon as the town treasurer has procured such facts and information as may be obtainable, upon which to base the assessment of any tax payable by any person who has failed to collect, report or remit such tax, the town treasurer shall proceed to determine and assess against such person the tax, penalty and interest provided in this article, and shall notify such person by certified or registered mail sent to their last known address, of the amount of such

tax, penalty and interest, and the total amount thereof shall be payable within ten (10) days from the date such notice is sent.

- b) It shall be the duty of the town treasurer to ascertain the name of every lodging provider and lodging intermediary providing lodging in the town, liable for the collection of the tax imposed by this article, who fails, refuses or neglects to collect such tax or to make the reports and remittances required by this article. The town treasurer may have issued a summons for such person, which summons may be served upon such person by any town police officer in the manner provided by law, and one (1) return of the original thereof shall be made to the general district court for the County.

Sec. 66-97. – Preservation of records.

It shall be the duty of every lodging provider or lodging intermediary liable for taxes under this article or for the collection and remittance of any tax imposed by this article, to keep and preserve for the current year and the three (3) prior years such suitable records as may be necessary to determine the amounts paid for lodging, and tax thereon for which that lodging provider or lodging intermediary may have been responsible for collecting and paying to the town.

Lodging providers who have the taxes owed on their accommodation collected by a third party such as a lodging intermediary are also obligated to keep records under this section on the amounts that were collected on their behalf by said third party.

All records kept under this section should be sufficient to identify each individual accommodation from which the lodging charges were collected, and the tax owed for transient stays at that accommodation, including the accommodation's address and, where taxes were collected and remitted by a lodging intermediary, identifying the lodging provider connected with the accommodation on whose behalf the taxes were collected. The town treasurer shall have the right to inspect all such records at any reasonable time.

Sec. 66-98. - Duty of collector going out of business.

Whenever any person required to collect and remit to the town any tax imposed by this article shall cease to operate or otherwise dispose of his business, such tax shall immediately become due and payable, and such person shall forthwith make a report and remittance thereof.

This ordinance was adopted by Town Council on the 20th day of June, 2023.

Kimberly Strawser, CMC, Deputy Town Clerk



NEW BUSINESS

June 20, 2023

AGENDA ITEM: 9B

Consideration to cancel the Monday, July 3rd Work Session meeting because Town Council normally only holds one meeting in July and December.

SUMMARY:

- Staff is requesting that Town Council cancel the Monday, July 3rd Work Session meeting because Town Council normally only holds one meeting in July and December.

MOTION:

“I move that Town Council cancel the Monday, July 3rd Town Council Work Session meeting because there is normally only one meeting held in July which is the regular meeting.”