

AGENDA
BRIDGEWATER TOWN COUNCIL

January 13, 2026

Times are estimates and may not reflect the actual progress of the meeting.

7:00 p.m. **Call to Order: Mayor Ted W. Flory**

7:01 p.m. **Organizational Meeting**

1. Ordinance Establishing Certain Logistics Arising in the Council's Organizational Meeting (O-192-1)

7:05 p.m. **Invocation: Steven A. Schofield**

7:07 p.m. **Visitors** _____

7:12 p.m. **Minutes of previous meeting: Ms. Morgan Shirkey**

7:13 p.m. **Finance and Ordinance Committees:**

1. Finance: Mr. Steven Schofield
 - a. Treasurer's Report for the month of December
 - b. Bills for the month of December
2. Ordinance Committee: Dr. William Miracle

7:17 p.m. **Administrative Report: Mr. J. Jay Litten**

1. Procurement Policy (O-192-2)
2. VESMA

7:27 p.m. **Public Works and Recreation Commission:**

1. Public Works: Mr. Fontaine Canada & Ms. Megan Byler
 - a. Street Additions (R-192-1)
 - b. Traffic Signal Coordination Update
2. Recreation: Ms. Stephanie L. Curtis & Ms. Megan Byler

7:32 p.m. **Community Relations and Economic Development:**

1. Community Relations: Mr. Travis Bowman
 - a. Upcoming Charter Day
2. Economic Development: Mr. Jim Tongue

7:35 p.m. **Mayor's Report**

7:38 p.m. **Adjournment**

All persons may speak at this time, and all persons are asked to refrain from interjecting at other times.

Remember that this is a time for your views to be heard. Don't expect a lot of dialogue but know that the Council is listening.

It is the policy of the Town of Bridgewater, Virginia, that persons in attendance may elect to sit or stand during invocations, as they see fit, and that they may take part in the invocation or refrain from doing so, as they choose. Prayers offered by council members reflect their personal beliefs. All persons are counseled that disruptive behavior is not allowed during the invocation or any other time.

MINUTES

BRIDGEWATER TOWN COUNCIL

December 9, 2025

Present: Mayor Ted W. Flory Council: Steven A. Schofield, Travis L. Bowman, A. Fontaine Canada, James M. Tongue, Stephanie L. Curtis.

Absent: William D. Miracle.

The Bridgewater Town Council met in regular session on December 9, 2025, at Sipe Center, 100 North Main Street, Bridgewater, Virginia.

Call to Order: Mayor Flory called the Council to order at 7:00 p.m.

Invocation: Ms. Curtis gave the invocation.

Visitors:

1. Anthony Smith (207 West View Street) questioned Council about the same issues as previous months, in addition to street light concerns.

Minutes: Ms. Morgan Shirkey

November minutes were approved as presented.

Finance:

1. November Treasurer's Report (Attached).

Mr. Schofield moved that the November 2025 Treasurer's Report be accepted for submission to audit. Seconded by Mr. Bowman. The motion carried unanimously as follows: Those voting aye: Schofield, Bowman, Flory, Canada, Tongue, Curtis. Those voting nay: None. Absent: Miracle.

2. November Bills (Attached).

Mr. Schofield moved to appropriate and authorize the payment of November bills in the amount of \$269,011.81 and to ratify the earlier payment of bills totaling \$240,147.73, all as reviewed and approved by Town staff and the Finance Committee Chairman. Seconded by Ms. Curtis. The motion carried unanimously as follows: Those voting aye: Schofield, Bowman, Flory, Canada, Tongue, Curtis. Those voting nay: None. Absent: Miracle.

Ordinance: Dr. William Miracle

No report was submitted.

Administrative Report: Mr. J. Jay Litten

1. Addressing Visitor Concerns. Mr. Litten clarified that the Breezewood Pump Station issue was a misunderstanding—it was not about water pressure, it was about reliability and the new system is reliable. It was not intended to increase pressure, it was meant to be easy to fix and hard to break. We're taking care of our flags as ordered by flag code.

2. Historical Society License. About a year ago we changed directions with the Historical Society and proposed a partnership, sharing the space and committing to spend a certain amount of money annually to eventually make it the iconic place it should be. After a successful first year, visitation is

up, the interior displays have been improved, and we have some ideas of what to do in the coming year. We recommend extending the license for another year.

Mr. Schofield moved to adopt a “Resolution Authorizing a License To the Bridgewater Historical Society For Use of the Old Town Hall” (R-191-9), as presented. Seconded by Mr. Tongue. The motion carried unanimously as follows: Those voting aye: Schofield, Bowman, Flory, Canada, Tongue, Curtis. Those voting nay: None. Absent: Miracle.

Public Works: Mr. A. Fontaine Canada and Ms. Megan Byler

1. Traffic Signal Update. Econolite and other traffic engineers initially needed to analyze all our traffic data from 6 signalized intersections, and we needed all the updated equipment to process and analyze the data. The next step was working with the engineers to dig into what things could be changed to improve Main Street traffic flow for a “green wave” during peak times. They engineered specific traffic patterns for those peak surges, which were put into action November 24. Since then, they’ve looked at the data and made minor changes here and there, and we’re fine-tuning through some quirks. Once all adjustments are in place, the system will be able to adapt to real-time traffic changes. Mayor Flory also noted noticing improvements in his travels along Main Street.

Recreation Commission: Ms. Stephanie Curtis and Ms. Megan Byler

While no formal report was submitted, Ms. Byler did note that we have had a successful start to our skate season with a good number of ice skaters out enjoying themselves.

Community Relations: Mr. Travis Bowman

1. Tree Lighting and Winter WonderLane Opening. Our 9th annual Christmas Tree Lighting was Sunday, November 30. Hot cider was provided and served by United Bank, and gingersnaps by Magdalena Bake’s with live music by Kelly May Green and Crystal Armentrout singing classic Christmas favorites. At 6:30 p.m. we not only lit the tree, but the snowflakes along Dinkel and Main Street as well as our first Winter WonderLane at Oakdale Park.

Economic Development Committee: Mr. Jim Tongue

1. New Bakery. Last Friday, the former Coffee Room at 429 North Main Street was purchased by Magdalen Bake of Staunton. They plan to open a bakery at the location early in the new year, and as noted the gingersnaps from the tree lighting were from their bakery.

Mayor's Report: Mayor Ted W. Flory

1. Monthly Police Report. Mayor Flory noted a successful Coffee with a Cop, as well as thanking Chief Read for the ride in the parade.

Adjournment – 7:45 p.m.

Ted W. Flory, Mayor

Morgan Shirkey, Clerk

TOWN OF BRIDGEWATER- CUMULATIVE MONTHLY FINANCE SUMMARY

(\$000)

| 2025-2026 | ESTIMATED | | | ACTUAL | | | CASH IN BANK | NOTES |
|-----------------------|-----------|----------|-------------|---------|----------|-------------|--------------|-------|
| | REVENUE | EXPENSES | DIFFERENCES | REVENUE | EXPENSES | DIFFERENCES | | |
| 1 Month (Jul 31) | 934 | 835 | 99 | 905 | 788 | 117 | 4253 | |
| 2 Months (Aug 31) | 1715 | 1951 | (236) | 1781 | 1924 | (143) | 4030 | |
| 3 Months (Sep 30) | 2756 | 2743 | 13 | 2745 | 2874 | (129) | 4086 | |
| 4 Months (Oct 31) | 3542 | 3660 | (118) | 3504 | 3681 | (177) | 4069 | |
| 5 Months (Nov 30) | 4572 | 4483 | 89 | 4854 | 4542 | 312 | 4620 | |
| 6 Months (Dec 31) | 5870 | 5525 | 345 | 6141 | 5620 | 521 | 4850 | |
| 7 Months (Jan 31) | 6714 | 6635 | 79 | | | | | |
| 8 Months (Feb 28) | 7582 | 7559 | 23 | | | | | |
| 9 Months (Mar 31) | 8830 | 8369 | 461 | | | | | |
| 10 Months (Apr 30) | 9581 | 9233 | 348 | | | | | |
| 11 Months (May 31) | 10493 | 10123 | 370 | | | | | |
| 12 Months (Jun 30) | 11636 | 11636 | 0 | | | | | |

TOWN OF BRIDGEWATER

Revenues and Expenditures
For the Month Ended December 31, 2025

| | Budget For Year | Estimated for 6 Months | Actual for 6 Months |
|---|----------------------|---------------------------|------------------------|
| Revenues and Other Sources | | | |
| General Property Taxes | 488,000.00 | 477,500.00 | 483,188.01 |
| Other Local Taxes | 2,919,650.00 | 1,224,850.00 | 1,163,521.34 |
| Local Fees | 131,800.00 | 102,900.00 | 101,043.85 |
| Permits | 5,600.00 | 2,800.00 | 3,398.59 |
| Fines & Forfeitures | 14,000.00 | 7,000.00 | 27,542.97 |
| Revenue from Services | 167,200.00 | 76,100.00 | 72,084.93 |
| Revenue from the Use of Money & Property | 257,800.00 | 153,425.00 | 164,156.89 |
| Sipe Center | 212,900.00 | 126,200.00 | 121,206.17 |
| Miscellaneous | 100,900.00 | 48,450.00 | 101,088.38 |
| Categorical Aid | 1,891,520.00 | 820,420.00 | 628,341.84 |
| Proceeds from Financing | 0.00 | 0.00 | 427,747.74 |
| Funds Carried Forward(General Fund) | 202,000.00 | 202,000.00 | 202,000.00 |
| Stormwater Management | 202,900.00 | 101,450.00 | 105,458.94 |
| Sanitation | 725,200.00 | 362,600.00 | 369,373.02 |
| Water | 1,549,884.00 | 783,884.00 | 831,169.95 |
| Sewer | 2,766,519.00 | 1,380,500.00 | 1,339,591.08 |
| Totals: | <u>11,635,873.00</u> | <u>5,870,079.00</u> | <u>6,140,913.70</u> |
| Expenditures | | | |
| Town Council | 48,800.00 | 24,400.00 | 23,991.65 |
| Manager's Office | 742,248.00 | 367,100.00 | 351,126.16 |
| Legal Services | 35,000.00 | 17,500.00 | 22,683.32 |
| Independent Auditor | 55,700.00 | 40,000.00 | 49,400.00 |
| Treasurer's Office | 333,600.00 | 174,950.00 | 163,744.76 |
| Police Department | 1,343,000.00 | 665,250.00 | 663,152.41 |
| Public Works Department | 240,600.00 | 112,550.00 | 137,258.10 |
| Highways, Streets, Sidewalks | 1,391,108.00 | 438,075.00 | 254,864.54 |
| Street Lights | 98,327.00 | 49,150.00 | 51,690.05 |
| General Properties | 524,380.00 | 234,350.00 | 716,802.67 |
| Parks | 1,005,603.00 | 366,075.00 | 337,538.86 |
| Recreation | 454,800.00 | 224,950.00 | 294,195.65 |
| Community Development | 272,800.00 | 160,000.00 | 153,789.87 |
| Sipe Center | 450,212.00 | 251,275.00 | 219,822.87 |
| Economic Development | 75,000.00 | 41,500.00 | 12,086.12 |
| Insurance | 140,000.00 | 70,000.00 | 66,605.50 |
| Fund Balance | 411,100.00 | 205,500.00 | 221,736.34 |
| Bad Debts | 0.00 | 0.00 | 0.00 |
| Debt Service | 274,235.00 | 135,283.00 | 135,333.07 |
| Storm Water Management | 193,966.00 | 111,691.00 | 88,189.41 |
| Sanitation & Waste Removal | 773,300.00 | 371,600.00 | 354,238.97 |
| Water Treatment | 718,300.00 | 361,300.00 | 345,989.51 |
| Water Distribution | 604,367.00 | 333,167.00 | 182,079.10 |
| Sewer Department | 1,449,427.00 | 769,631.00 | 773,439.52 |
| Totals: | <u>11,635,873.00</u> | <u>5,525,297.00</u> | <u>5,619,758.45</u> |
| Excesses (Deficiency of Revenue Over Expenditures) | <u>0.00</u> | <u>344,782.00</u> | <u>521,155.25</u> |

STATEMENT OF REVENUES
For the Month Ended December 31, 2025

| | For the Month Ended 12/31/25 | For the 6 Month Ended 12/31/25 | | |
|---|------------------------------|--------------------------------|---------------------|---------------------|
| | Estimated | Actual | Estimated | Actual |
| General Property Taxes | | | | |
| Personal Property Taxes | 125,000.00 | 172,530.81 | 375,000.00 | 380,084.61 |
| Personal Property Taxes(State Portion) | 0.00 | 0.00 | 102,000.00 | 102,034.14 |
| Penalties and Interest on Taxes | 500.00 | 614.99 | 500.00 | 1,069.26 |
| Total: | 125,500.00 | 173,145.80 | 477,500.00 | 483,188.01 |
| Other Local Taxes | | | | |
| Local Sales & Use Taxes | 34,300.00 | 35,207.26 | 205,550.00 | 221,748.52 |
| Communications Tax | 4,900.00 | 4,884.50 | 29,400.00 | 29,134.11 |
| Consumption Tax | 1,850.00 | 889.47 | 11,050.00 | 10,209.74 |
| Consumer's Utility Taxes | 65,350.00 | 10,691.87 | 392,000.00 | 314,253.99 |
| Cigarette Tax | 0.00 | 1,165.78 | 8,100.00 | 7,560.40 |
| Business License Taxes | 0.00 | 420.00 | 0.00 | 2,053.83 |
| Transient Occupancy Tax | 700.00 | 597.29 | 5,900.00 | 5,852.98 |
| Bank Stock Taxes | 0.00 | 0.00 | 0.00 | 0.00 |
| Meals Tax | 73,225.00 | 62,161.40 | 572,850.00 | 572,707.77 |
| Total: | 180,325.00 | 116,017.57 | 1,224,850.00 | 1,163,521.34 |
| Local Fees | | | | |
| Motor Vehicle License Fee | 87,000.00 | 85,041.48 | 87,000.00 | 85,041.48 |
| Right-of Way Fees | 1,325.00 | 2,433.31 | 7,900.00 | 10,207.37 |
| Passport Application Fees | 1,350.00 | 765.00 | 8,000.00 | 5,795.00 |
| Total: | 89,675.00 | 88,239.79 | 102,900.00 | 101,043.85 |
| Permits | | | | |
| Zoning, Erosion Permits | Total: | 475.00 | 126.70 | 2,800.00 |
| | | | | 3,398.59 |
| Fines & Forfeitures | | | | |
| Fines & Forfeitures | Total: | 1,150.00 | 12,900.64 | 7,000.00 |
| | | | | 27,542.97 |
| Revenue from Services | | | | |
| Rental Fees - Generation Park | 49,000.00 | 42,764.63 | 49,000.00 | 47,614.12 |
| Rental Fees - Mini Golf & Par 3 | 0.00 | 0.00 | 27,100.00 | 24,470.81 |
| Total: | 49,000.00 | 42,764.63 | 76,100.00 | 72,084.93 |
| Sipe Center | | | | |
| Concessions | 5,000.00 | 8,050.08 | 26,650.00 | 26,995.49 |
| Live Performances | 15,500.00 | 23,575.56 | 61,200.00 | 59,700.68 |
| Sponsorships | 0.00 | 0.00 | 15,800.00 | 20,500.00 |
| Movies | 3,375.00 | 330.00 | 20,250.00 | 11,085.00 |
| Space Rental | 1,150.00 | 200.00 | 2,300.00 | 2,925.00 |
| Total: | 25,025.00 | 32,155.64 | 126,200.00 | 121,206.17 |
| Revenue from use of Money & Property | | | | |
| Interest on Bank Deposits | 8,325.00 | 13,229.14 | 50,000.00 | 71,751.08 |
| Rental of General Property/Shelters | 650.00 | 275.00 | 3,900.00 | 3,790.00 |
| Rental of Tennis Facilities | 2,125.00 | 254.00 | 12,800.00 | 4,332.87 |
| Sale of Vehicles | 0.00 | 0.00 | 0.00 | 0.00 |
| Sale of Material & Supplies | 0.00 | 1,350.00 | 5,000.00 | 2,600.00 |
| Sale of Real Estate | 0.00 | 0.00 | 0.00 | 0.00 |
| Public Communication Service Rent | 7,675.00 | 8,926.00 | 81,725.00 | 81,682.94 |
| Total: | 18,775.00 | 24,034.14 | 153,425.00 | 164,156.89 |
| Miscellaneous/Donations | | | | |
| Miscellaneous | 1,100.00 | 1,456.40 | 6,500.00 | 48,976.38 |
| Gifts & Donations from Private Sources | 0.00 | 0.00 | 500.00 | 0.00 |
| Cemetery Lots | 0.00 | 0.00 | 0.00 | 1,000.00 |
| Classes, Camps, Festivals | 0.00 | 850.00 | 3,000.00 | 12,470.00 |
| Brick Donations | 0.00 | 195.00 | 0.00 | 195.00 |
| Town of Mt. Crawford | 19,225.00 | 19,223.50 | 38,450.00 | 38,447.00 |
| Total: | 20,325.00 | 21,724.90 | 48,450.00 | 101,088.38 |

STATEMENT OF REVENUES
For the Month Ended December 31, 2025

| | For the Month Ended 12/31/25 | | For the 6 Month Ended 12/31/25 | |
|---------------------------------------|------------------------------|--------------------------|--------------------------------|----------------------------|
| | <u>Estimated</u> | <u>Actual</u> | <u>Estimated</u> | <u>Actual</u> |
| <u>Categorical Aid</u> | | | | |
| VDOT Secondary Maintenance | 199,675.00 | 198,045.32 | 399,350.00 | 396,090.64 |
| VDOT Primary Maintenance | 68,100.00 | 67,551.96 | 136,200.00 | 135,103.92 |
| Overweight Permit Fee Revenue | 0.00 | 103.70 | 0.00 | 207.40 |
| Vehicle Rental Tax | 250.00 | 0.00 | 500.00 | 0.00 |
| Riverwalk Grant | 0.00 | 0.00 | 20,000.00 | 0.00 |
| Main St Crosswalk Grant | 0.00 | 0.00 | 55,000.00 | 0.00 |
| B-Safe Crosswalks Grant | 0.00 | 0.00 | 45,000.00 | 0.00 |
| Gen-Oak Connector Grant | 14,820.00 | 0.00 | 34,820.00 | 4,969.64 |
| Law Enforcement Assistance Funds | 42,025.00 | 0.00 | 84,050.00 | 84,072.00 |
| Misc. Grants | 20,000.00 | 0.00 | 40,000.00 | 2,950.00 |
| Police Grants | 0.00 | 0.00 | 0.00 | 0.00 |
| Litter Control Grant | 0.00 | 4,948.24 | 5,500.00 | 4,948.24 |
| Total: | <u>344,870.00</u> | <u>270,649.22</u> | <u>820,420.00</u> | <u>628,341.84</u> |
| <u>Proceeds from Financing</u> | | | | |
| Short Term Financing | 0.00 | 0.00 | 0.00 | 0.00 |
| Capital Financing | 0.00 | 0.00 | 0.00 | 427,747.74 |
| Total: | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>427,747.74</u> |
| <u>Funds Carried Forward</u> | | | | |
| Funds Carried Forward | 0.00 | 0.00 | 202,000.00 | 202,000.00 |
| Total: | <u>0.00</u> | <u>0.00</u> | <u>202,000.00</u> | <u>202,000.00</u> |
| Total Revenue General Fund: | <u>855,120.00</u> | <u>781,759.03</u> | <u>3,241,645.00</u> | <u>3,495,320.71</u> |

STATEMENT OF REVENUES
For the Month Ended December 31, 2025

| | For the Month Ended 12/31/25 | For the 6 Month Ended 12/31/25 | | |
|--|------------------------------|---|---------------------|---------------------|
| | <u>Estimated</u> | <u>Actual</u> | <u>Estimated</u> | <u>Actual</u> |
| <u>Stormwater Management</u> | | | | |
| Monthly Utility Fee | 16,950.00 | 17,923.47 | 101,450.00 | 105,458.94 |
| Total: | 16,950.00 | 17,923.47 | 101,450.00 | 105,458.94 |
| <u>Sanitation Revenue</u> | | | | |
| Refuse Collection Charges | 56,650.00 | 58,077.81 | 339,850.00 | 346,475.18 |
| Recycling/Vegetation Recycling Fees | 3,500.00 | 3,550.56 | 21,050.00 | 21,222.24 |
| Recycle Reimbursement | 300.00 | 218.00 | 1,700.00 | 1,675.60 |
| Total: | 60,450.00 | 61,846.37 | 362,600.00 | 369,373.02 |
| <u>Water Revenue</u> | | | | |
| Charges of Services | 121,000.00 | 124,108.45 | 717,000.00 | 744,420.49 |
| Connection Fees | 8,975.00 | 21,605.00 | 53,834.00 | 56,173.00 |
| Penalties | 2,175.00 | 8,393.59 | 13,050.00 | 18,144.00 |
| Bad Debt | 0.00 | 0.00 | 0.00 | 0.00 |
| Grants | 0.00 | 0.00 | 0.00 | 12,432.46 |
| Total: | 132,150.00 | 154,107.04 | 783,884.00 | 831,169.95 |
| <u>Sewer Revenue</u> | | | | |
| Charges for Services | 207,500.00 | 217,437.80 | 1,228,500.00 | 1,203,835.39 |
| Connection Fees | 23,300.00 | 45,370.00 | 139,700.00 | 117,962.00 |
| Penalties | 2,000.00 | 8,225.78 | 12,000.00 | 17,193.69 |
| Proceeds from Capital Financing | 0.00 | 0.00 | 0.00 | 0.00 |
| Sewer Surcharge | 0.00 | 0.00 | 0.00 | 0.00 |
| HRRSA Board Contribution | 100.00 | 100.00 | 300.00 | 600.00 |
| Total: | 232,900.00 | 271,133.58 | 1,380,500.00 | 1,339,591.08 |
| Total Revenue Enterprise Funds: | 442,450.00 | 505,010.46 | 2,628,434.00 | 2,645,592.99 |
| TOTAL REVENUE: | 1,297,570.00 | 1,286,769.49 | 5,870,079.00 | 6,140,913.70 |
| Cash in the Bank | | | | |
| | Nov 30, 2025 | | | Dec 31, 2025 |
| | | 1,951,068.07 LGIP -(Fund Balance) | | 1,992,670.44 |
| | | 452,281.62 LGIP(ARPA) | | 453,796.43 |
| | | 554,061.59 LGIP(Wellness Quarter) | | 555,916.18 |
| | | 1,662,523.72 F & M Bank- Checking(Sweep Acct) | | 1,847,120.83 |
| | | 100.00 Farmers & Merchants Payroll Acct. | | 100.00 |
| Total: | 4,620,035.00 | | | 4,849,603.88 |

Comparative Statement of Appropriations with Expenses

For the Month Ended December 31, 2025

| | For the Month Ended 12/31/25 | | For the 6 Month Ended 12/31/25 | |
|---------------------------------------|------------------------------|-------------------|--------------------------------|-------------------|
| | <u>Estimated</u> | <u>Actual</u> | <u>Estimated</u> | <u>Actual</u> |
| <u>Town Council</u> | | | | |
| Personal Services | 0.00 | 37.40 | 21,750.00 | 21,780.01 |
| Fringe Benefits | 0.00 | 2.86 | 1,700.00 | 1,667.24 |
| Other Charges | 175.00 | 228.80 | 950.00 | 544.40 |
| Total: | 175.00 | 269.06 | 24,400.00 | 23,991.65 |
| <u>Manager's Office</u> | | | | |
| Personal Services | 42,350.00 | 40,105.85 | 251,100.00 | 241,726.82 |
| Fringe Benefits | 16,000.00 | 12,981.88 | 98,500.00 | 82,561.33 |
| Contractual Services | 1,250.00 | 4,955.24 | 7,500.00 | 15,098.06 |
| Other Charges | 1,675.00 | 1,159.42 | 10,000.00 | 11,739.95 |
| Capital Outlay | 0.00 | 0.00 | 0.00 | 0.00 |
| Total: | 61,275.00 | 59,202.39 | 367,100.00 | 351,126.16 |
| <u>Legal Services</u> | Total: | 2,925.00 | 1,040.00 | 17,500.00 |
| <u>Independent Auditor</u> | Total: | 10,000.00 | 4,000.00 | 40,000.00 |
| <u>Treasurer's Office</u> | | | | |
| Personal Services | 18,375.00 | 17,693.17 | 107,575.00 | 99,598.44 |
| Fringe Benefits | 6,650.00 | 6,935.82 | 42,275.00 | 39,008.92 |
| Contractual Services | 18,100.00 | 17,576.37 | 22,600.00 | 22,565.87 |
| Other Charges | 425.00 | 404.44 | 2,500.00 | 2,571.53 |
| Capital Outlay | 0.00 | 0.00 | 0.00 | 0.00 |
| Total: | 43,550.00 | 42,609.80 | 174,950.00 | 163,744.76 |
| <u>Police Department</u> | | | | |
| Personal Services | 64,925.00 | 64,783.97 | 378,150.00 | 385,048.43 |
| Personal Services (overtime) | 2,300.00 | 1,718.38 | 19,700.00 | 17,074.68 |
| Fringe Benefits | 24,000.00 | 25,440.86 | 147,100.00 | 150,849.09 |
| Auto Repair | 500.00 | 0.00 | 2,750.00 | 4,955.20 |
| Gas, Oil, Tires, etc. | 2,175.00 | 1,904.30 | 13,000.00 | 11,450.32 |
| Contractual Services | 3,150.00 | 2,516.18 | 36,500.00 | 34,861.59 |
| Other | 3,025.00 | 6,759.98 | 18,050.00 | 16,113.10 |
| Capital Outlay | 0.00 | 0.00 | 50,000.00 | 42,800.00 |
| Total: | 100,075.00 | 103,123.67 | 665,250.00 | 663,152.41 |
| <u>Public Works Department</u> | | | | |
| Personal Service | 12,875.00 | 13,852.99 | 75,725.00 | 82,246.20 |
| Fringe Benefits | 4,800.00 | 5,752.04 | 30,850.00 | 34,395.21 |
| Contractual Services | 850.00 | 272.60 | 5,025.00 | 13,587.51 |
| Contractual - Consulting | 0.00 | 588.75 | 0.00 | 3,210.00 |
| Other | 175.00 | 70.58 | 950.00 | 3,819.18 |
| Capital Outlay | 0.00 | 0.00 | 0.00 | 0.00 |
| Total: | 18,700.00 | 20,536.96 | 112,550.00 | 137,258.10 |

Comparative Statement of Appropriations with Expenses

For the Month Ended December 31, 2025

| | For the Month Ended 12/31/25 | For the 6 Month Ended 12/31/25 | | |
|--|------------------------------|--------------------------------|-------------------|-------------------|
| | <u>Estimated</u> | <u>Actual</u> | <u>Estimated</u> | <u>Actual</u> |
| <u>Highways, Streets, Bridges & Sidewalks</u> | | | | |
| Personal Services | 14,900.00 | 19,055.20 | 80,850.00 | 84,491.50 |
| Fringe Benefits | 5,400.00 | 5,937.76 | 34,600.00 | 32,463.55 |
| Contractual Services | 28,850.00 | 21,199.55 | 73,100.00 | 52,606.36 |
| Street Paving | 0.00 | 0.00 | 0.00 | 4,421.69 |
| Capital Outlay(Equipment) | 0.00 | 0.00 | 0.00 | 0.00 |
| Other Charges | 4,175.00 | 1,243.87 | 25,000.00 | 68,897.69 |
| Crosswalks Gen Oak/BRCC | 0.00 | 112.00 | 76,525.00 | 2,066.75 |
| Crosswalks Main Street | 0.00 | 0.00 | 66,000.00 | 2,699.25 |
| Gen Oak Connector Phase II | 0.00 | 0.00 | 23,000.00 | 7,217.75 |
| Capital Outlay | 0.00 | 0.00 | 59,000.00 | 0.00 |
| Total: | 53,325.00 | 47,548.38 | 438,075.00 | 254,864.54 |
| <u>Street Lights</u> | | | | |
| Total: | 8,175.00 | 9,430.25 | 49,150.00 | 51,690.05 |
| <u>General Properties</u> | | | | |
| Personal Services | 21,150.00 | 16,151.97 | 113,525.00 | 82,425.45 |
| Fringe Benefits | 7,675.00 | 7,155.65 | 49,325.00 | 42,373.82 |
| Contractual Services | 9,175.00 | 6,985.93 | 55,000.00 | 40,396.87 |
| Contractual Services - Consulting | 0.00 | 0.00 | 0.00 | 0.00 |
| Other Charges | 2,750.00 | 739.73 | 16,500.00 | 7,596.59 |
| Capital Outlay | 0.00 | 115,262.20 | 0.00 | 544,009.94 |
| Total: | 40,750.00 | 146,295.48 | 234,350.00 | 716,802.67 |
| <u>Parks</u> | | | | |
| Personal Services | 25,925.00 | 17,478.08 | 148,500.00 | 164,192.97 |
| Fringe Benefits | 8,600.00 | 8,004.01 | 55,050.00 | 54,426.86 |
| Contractual Services | 5,425.00 | 1,766.75 | 37,525.00 | 30,858.99 |
| Other Charges | 5,825.00 | 203.67 | 35,000.00 | 25,103.24 |
| Capital Outlay - Riverwalk | 20,000.00 | 0.00 | 46,000.00 | 7,366.00 |
| Capital Outlay (or Contingency) | 0.00 | 12,209.76 | 44,000.00 | 43,749.80 |
| Capital Outlay/Equipment | 0.00 | 0.00 | 0.00 | 11,841.00 |
| Total: | 65,775.00 | 39,662.27 | 366,075.00 | 337,538.86 |
| <u>Recreation</u> | | | | |
| Personal Services | 18,850.00 | 12,232.15 | 110,950.00 | 93,236.89 |
| Fringe Benefits | 6,100.00 | 3,891.42 | 39,000.00 | 25,373.29 |
| Contractual Services | 10,675.00 | 6,479.18 | 44,000.00 | 34,655.02 |
| Other Charges | 8,675.00 | 1,367.32 | 22,000.00 | 19,047.89 |
| Classes & Camps | 0.00 | 1,305.00 | 4,000.00 | 10,289.56 |
| Capital Outlay | 0.00 | 111,593.00 | 5,000.00 | 111,593.00 |
| Total: | 44,300.00 | 136,868.07 | 224,950.00 | 294,195.65 |

Comparative Statement of Appropriations with Expenses

For the Month Ended December 31, 2025

| | For the Month Ended 12/31/25 | For the 6 Month Ended 12/31/25 | | |
|---|------------------------------|--------------------------------|---------------------|---------------------|
| | <u>Estimated</u> | <u>Actual</u> | <u>Estimated</u> | <u>Actual</u> |
| <u>Community Development</u> | | | | |
| Personal Services | 2,375.00 | 15,539.78 | 15,500.00 | 29,844.71 |
| Fringe Benefits | 1,050.00 | 2,316.78 | 6,850.00 | 6,763.00 |
| Contractual Services | 1,500.00 | 3,880.59 | 14,000.00 | 12,336.15 |
| Current Printing Expenses | 1,650.00 | 1,878.38 | 9,975.00 | 12,021.15 |
| Other Charges | 1,825.00 | 7,509.86 | 11,000.00 | 13,772.50 |
| Employee Relations | 1,825.00 | 3,775.91 | 11,000.00 | 16,308.51 |
| Festivals | 0.00 | 0.00 | 59,900.00 | 43,752.66 |
| Donations | 15,000.00 | 0.00 | 22,700.00 | 8,200.00 |
| Entertainment | 0.00 | 0.00 | 8,200.00 | 10,100.00 |
| Passport Processing Expense | 125.00 | 142.80 | 875.00 | 691.19 |
| Capital | 0.00 | 0.00 | 0.00 | 0.00 |
| Total: | 25,350.00 | 35,044.10 | 160,000.00 | 153,789.87 |
| <u>Sipe Center</u> | | | | |
| Personal Services | 9,600.00 | 9,963.04 | 58,450.00 | 56,438.76 |
| Fringe Benefits | 3,750.00 | 3,471.87 | 23,700.00 | 20,534.42 |
| Other Charges | 1,950.00 | 1,581.09 | 11,725.00 | 7,621.23 |
| Contractual Services | 10,175.00 | 8,838.21 | 28,650.00 | 27,967.30 |
| Concessions | 1,675.00 | 0.00 | 10,000.00 | 5,472.29 |
| Movies | 3,000.00 | 955.66 | 18,750.00 | 13,451.40 |
| Live Performances | 25,000.00 | 9,125.00 | 100,000.00 | 73,195.50 |
| Capital | 0.00 | 0.00 | 0.00 | 15,141.97 |
| Total: | 55,150.00 | 33,934.87 | 251,275.00 | 219,822.87 |
| <u>Economic Development</u> | | | | |
| Personal Services | 2,775.00 | 1,012.21 | 18,050.00 | 5,496.56 |
| Fringe Benefits | 1,250.00 | 514.87 | 8,150.00 | 2,850.65 |
| Contractual Services | 750.00 | 0.00 | 9,500.00 | 3,638.00 |
| Other Charges | 475.00 | 0.00 | 5,800.00 | 100.91 |
| Capital Improvement | 0.00 | 0.00 | 0.00 | 0.00 |
| Total: | 5,250.00 | 1,527.08 | 41,500.00 | 12,086.12 |
| <u>Insurance</u> | | | | |
| Total: | 35,000.00 | 33,302.75 | 70,000.00 | 66,605.50 |
| <u>Fund Balance</u> | | | | |
| Total: | 34,250.00 | 35,206.41 | 205,500.00 | 221,736.34 |
| <u>Debt Service</u> | | | | |
| Debt Retirement | 51,151.00 | 50,888.71 | 90,855.00 | 93,368.73 |
| Interest Expense | 24,440.00 | 24,702.25 | 44,428.00 | 41,964.34 |
| Total: | 75,591.00 | 75,590.96 | 135,283.00 | 135,333.07 |
| <u>Bad Debt-General Fund</u> | | | | |
| Total: | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Expenditures General Fund: | 679,616.00 | 825,192.50 | 3,577,908.00 | 3,654,085.60 |

Comparative Statement of Appropriations with Expenses

For the Month Ended December 31, 2025

| | For the Month Ended 12/31/25 | | For the 6 Month Ended 12/31/25 | |
|--|------------------------------|---------------------|--------------------------------|---------------------|
| | <u>Estimated</u> | <u>Actual</u> | <u>Estimated</u> | <u>Actual</u> |
| Storm Water Management | | | | |
| Personal Services | 7,225.00 | 5,069.69 | 42,950.00 | 42,174.68 |
| Fringe Benefits | 2,700.00 | 3,383.51 | 17,300.00 | 21,854.87 |
| Contractual Services | 7,250.00 | 39.97 | 21,500.00 | 21,725.64 |
| Other Charges | 550.00 | 56.38 | 3,275.00 | 2,434.22 |
| Capital Outlay | 0.00 | 0.00 | 26,666.00 | 0.00 |
| Total: | 17,725.00 | 8,549.55 | 111,691.00 | 88,189.41 |
| Water Treatment | | | | |
| Personal Services | 30,175.00 | 28,151.17 | 176,300.00 | 164,300.45 |
| Fringe Benefits | 13,300.00 | 10,435.54 | 73,650.00 | 61,286.83 |
| Contractual Services | 11,525.00 | 7,871.09 | 76,350.00 | 92,807.22 |
| Other Charges | 2,500.00 | 1,889.52 | 15,000.00 | 6,645.28 |
| Capital Outlay | 0.00 | 0.00 | 20,000.00 | 20,949.73 |
| Total: | 57,500.00 | 48,347.32 | 361,300.00 | 345,989.51 |
| Water Distribution | | | | |
| Personal Services | 14,325.00 | 8,894.33 | 77,150.00 | 44,927.67 |
| Fringe Benefits | 4,850.00 | 4,223.89 | 30,900.00 | 25,057.16 |
| Contractual Services | 7,900.00 | 13,163.09 | 112,450.00 | 101,450.76 |
| Contractual Services - Consulting | 0.00 | 1,105.00 | 0.00 | 1,417.50 |
| Other Charges | 7,075.00 | 113.29 | 42,500.00 | 9,304.25 |
| Debt Service/Int Expense | 0.00 | 0.00 | 0.00 | 0.00 |
| Capital Outlay | 43,500.00 | 0.00 | 70,167.00 | 0.00 |
| Bad Debt-Water | 0.00 | 0.00 | 0.00 | (78.24) |
| Total: | 77,650.00 | 27,499.60 | 333,167.00 | 182,079.10 |
| Sanitation & Waste Removal | | | | |
| Personal Services | 14,525.00 | 8,646.96 | 82,500.00 | 49,736.84 |
| Fringe Benefits | 5,800.00 | 4,906.68 | 36,850.00 | 29,872.92 |
| Contractual Services | 2,050.00 | 2,136.79 | 12,200.00 | 10,561.99 |
| Contractual/Waste Management | 27,125.00 | 28,082.81 | 158,500.00 | 163,644.01 |
| Other Services | 1,750.00 | 692.88 | 10,500.00 | 8,873.57 |
| Landfill Fees | 11,825.00 | 14,353.85 | 71,050.00 | 91,549.64 |
| Capital Outlay | 0.00 | 0.00 | 0.00 | 0.00 |
| Total: | 63,075.00 | 58,819.97 | 371,600.00 | 354,238.97 |
| Sewer Department | | | | |
| Personal Services | 8,600.00 | 6,091.37 | 48,025.00 | 42,516.85 |
| Fringe Benefits | 2,800.00 | 2,526.50 | 17,850.00 | 15,882.40 |
| Contractual Services | 2,925.00 | 18,190.85 | 17,500.00 | 35,628.16 |
| Sewer Authority | 86,500.00 | 82,674.30 | 518,800.00 | 496,906.09 |
| Other Charges | 1,750.00 | 18.24 | 10,500.00 | 25,423.43 |
| Debt Service/Int Expense | 0.00 | 0.00 | 100,456.00 | 100,486.29 |
| Capital Outlay | 43,500.00 | 0.00 | 56,500.00 | 56,596.30 |
| Total: | 146,075.00 | 109,501.26 | 769,631.00 | 773,439.52 |
| Total Expenditures Enterprise Funds | 362,025.00 | 252,717.70 | 1,947,389.00 | 1,743,936.51 |
| TOTAL EXPENDITURES: | Total: 1,041,641.00 | 1,077,910.20 | 5,525,297.00 | 5,619,758.45 |
| Excess Revenue Over Expenses: | 255,929.00 | 208,859.29 | 344,782.00 | 521,155.25 |

BRIDGEWATER INDUSTRIAL DEVELOPMENT AUTHORITY

STATEMENT OF REVENUES

For the Month ended December 31, 2025

| | <u>Budget</u> FY'26 | <u>Current Month</u> 12/31/2025 | <u>Year to Date</u> 7/1/2025 -6/30/2026 |
|-----------------------------|------------------------|------------------------------------|--|
| IDA Fees | 3,000.00 | 0.00 | 0.00 |
| Interest on Bank Deposits | 0.00 | 0.00 | 0.00 |
| Lease Proceeds/IDA Property | 53,000.00 | 3,000.00 | 20,800.00 |
| Bond /Principal & Interest | 0.00 | 0.00 | 0.00 |
| Miscellaneous Revenue | 0.00 | 0.00 | 0.00 |
| Transfer from Reserves | 0.00 | 0.00 | 0.00 |
| Total: | 56,000.00 | 3,000.00 | 20,800.00 |

STATEMENT OF EXPENSES

For the Month ended December 31, 2025

| | <u>Budget</u> FY'26 | <u>Current Month</u> 12/31/2025 | <u>Year to Date</u> 7/1/2025 -6/30/2026 |
|-----------------------------|------------------------|------------------------------------|--|
| Personal Service | 1,000.00 | 0.00 | 0.00 |
| Fringe Benefits | 0.00 | 0.00 | 0.00 |
| Other | 0.00 | 0.00 | 0.00 |
| Contractual Services | 2,000.00 | 0.00 | 3,727.37 |
| Capital | 0.00 | 0.00 | 0.00 |
| Legal Service | 1,000.00 | 0.00 | 0.00 |
| Insurance & Bonding | 0.00 | 0.00 | 0.00 |
| Debt Retirement | 18,000.00 | 3,493.77 | 9,558.84 |
| Interest Expense | 21,000.00 | 4,302.85 | 8,520.22 |
| Add to IDA Reserve | 13,000.00 | 0.00 | 0.00 |
| Total: | 56,000.00 | 7,796.62 | 21,806.43 |
| Excess Revenue over Expense | | -4,796.62 | -1,006.43 |

Cash in the Bank- IDA

Nov 30, 2025

Dec 31, 2025

| | | |
|----------------------------|------------------|------------------|
| United Bank - IDA Checking | 17,932.64 | 13,136.02 |
| Total: | 17,932.64 | 13,136.02 |



TO: Town Council
FROM: J. Jay Litten, Town Manager
DATE: January 9, 2026
RE: January Staff Report

Treasurer's Report

[Council Action? Yes.]

The key statistic this month is 99.6%. In 2019, our auditors recommended that we build a reserve fund of \$2,000,000. The idea seemed impossible at the time, but nickel-by-nickel, we began building the fund. I am pleased to report that the fund currently stands at \$1,992,670, and we will reach our goal before you meet in February.

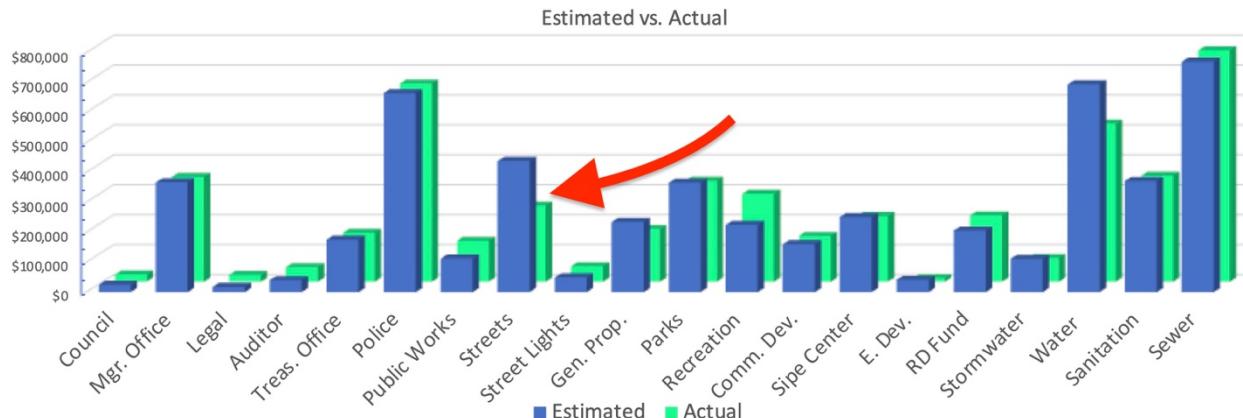
The reserve fund was built with sales tax revenue, and that same income stream will now be poured into our Wellness Quarter fund. The fund already holds about \$555,000, and we don't expect to have any problem staying well ahead of the debt service.

A familiar bugaboo has returned to the key metrics this month. The CUT collected by a well-known electric utility mysteriously dropped in December. Unless the drop was caused because our residents suddenly stopped using electricity, we expect the utility to catch up in the next month or two. All of the other key metrics look fine.

On the expense side of the income statement, things are as normal as they get in the real world. The chart on page 2¹ seems to suggest that we have been underspending in the streets category. In fact, though, we are pretty much where we would like to be. We can plow all the snow which falls this winter while still looking forward to a strong spring paving season.

| | <u>Month</u> | <u>Year</u> |
|----------------|---------------|---------------|
| CUT | 16.4% | 80.2% |
| MEALS | 84.9% | 100.0% |
| CUT+M | 52.6% | 91.9% |
| WATER | 102.6% | 103.8% |
| SEWER | 104.8% | 98.0% |
| W+S | 104.0% | 100.1% |
| OVERALL | 88.7% | 97.4% |

¹ As always, we have removed WQ expenditures from the General Properties section. Those expenditures, now totaling \$540,646, would skew the chart. Plus, they are reimbursed through loan proceeds.



Fully-loaded labor expenses continue to trail projections, and they may even drop a little more next month. I continue to expect them to creep up toward 100% later in the year.

Lastly, we saw some significant capital expenses this past month:

- \$112k in Recreation for the tennis center roof. (The project is coincident with the WQ project but separate.)
- Roughly \$40k in General Properties for the Dattolo land on North Main Street, and
- \$7,000 for a replacement cooking stove in Arey Hall. (Did you know that some commercial gas stoves are north of \$25,000!?)

Organizational Meeting Ordinance

[Council Action? Yes.]

The ordinance contains your meeting schedule for the year, along with your rules of procedure. The meeting schedule is, of course, typical, and rules contain only one substantive change. Virginia law on remote attendance has been amended, and we track the amendments in the revised rules.

The ordinance also contains a blank for Vice-Mayor selection. Fontaine is eligible for re-election even though his term expires this year.

Procurement

[Council Action? Yes.]

We recently performed a top-to-bottom review of our procurement manual, because we wanted to make it easier to use, and because we wanted to capture a couple of state code revisions. The result

is attached, and we're pretty pleased with it. It combines state procurement rules with our (mandated) federal-funds policy. It includes notes explaining key provisions, and it even links to many of our forms. The Ordinance Committee has seen it, and we are hoping for Council action on Tuesday.

VESMA²

[Council Action? No.]

As you know, Rockingham County has been enforcing our erosion and stormwater ordinances since 2021. We are ever grateful for their assistance, but it is probably time for us to handle these issues ourselves. The primary reason is that, as the MS4 operator, we have the long-term responsibility for stormwater issues. It stands to reason, therefore, that we need to be the dominant voice in design and construction issues.

We asked the County to take over in 2021 because we were uncertified by DEQ and were a little over our heads. We have used the last five years to take classes and study stormwater issues, both in DEQ manuals and in the field. Several of us are now certified in different aspects of erosion and stormwater management. In simple terms, now we're ready.

We have drafted the attached VESMA ordinance and reviewed it with the engineers who assist us with MS4 issues. The Ordinance Committee has it but has not expressed an opinion. It is *extremely* dull reading. Please take a look. If you are generally supportive, we will submit it and some supporting documents to DEQ for approval, and then we will ask you to act afterward. We are unsure how quickly the process can move, but we would like to have the transition complete by summertime.

VDOT Funding for New Roadway

[Council Action? Yes.]

Whenever a new street is added to Bridgewater's public roadway system, the Town is required to submit a request to the Virginia Department of Transportation (VDOT) for acceptance of the street into the Urban Highway System. Acceptance by VDOT allows the Town to receive maintenance funding for the roadway. Council's approval of Resolution R-192-1, included in this month's Council packet, will authorize staff to request VDOT's acceptance of the newly completed extension of Turner Ashby Drive.

² Virginia Erosion and Stormwater Management Act.

**AN ORDINANCE ESTABLISHING CERTAIN LOGISTICS
ARISING IN THE COUNCIL'S ORGANIZATIONAL MEETING**

O-192-1

Whereas, the Town Charter calls for an organizational meeting to be held within its first meeting after January 1, and

Whereas, the purpose of the organizational meeting is to establish certain logistics for the upcoming year, and

Whereas, in this first meeting after January 1, 2026, the Council has established such logistics,

Now, therefore, be it ordained by the Council of the Town of Bridgewater, Virginia, that

1. The meeting schedule set out in Exhibit A is adopted.
2. The Rules of Procedure, as set out in Exhibit B are enacted.
3. [Name] is elected as Vice-Mayor for a two-year term expiring December 31, 2027. [Fontaine could be re-elected VM, even though his Council term expires in 2026. If he is not re-elected to Council, a new VM would have to be elected to fill the unexpired term.]

Ordained this 13th day of January, 2026.

Vice-Mayor

I certify that I am the Clerk of the Town of Bridgewater, Virginia, and that the foregoing is a true copy of an ordinance considered by the Council of the Town of Bridgewater, Virginia on January 13, 2026, such consideration being expressed by the following vote:

| <u>AYE</u> | <u>NAY</u> | <u>ABSTAIN</u> | <u>NOT PRESENT</u> | <u>MEMBER</u> |
|------------|------------|----------------|------------------------|---------------|
| ____ | ____ | ____ | ____ | Mr. Bowman |
| ____ | ____ | ____ | ____ | Mr. Canada |
| ____ | ____ | ____ | ____ | Ms. Curtis |
| ____ | ____ | ____ | ____ | Mr. Flory |
| ____ | ____ | ____ | ____ | Dr. Miracle |
| ____ | ____ | ____ | ____ | Mr. Schofield |
| ____ | ____ | ____ | ____ | Mr. Tongue |
| <hr/> | | <hr/> | | |
| Date | | Clerk | | |

2026 MEETING SCHEDULE

| <u>Date</u> | <u>Time</u> | <u>Place of Meeting</u> |
|--------------------------------|-------------|---------------------------------|
| Jan. 13, 2026 | 7:00 pm | Sipe Center, 100 N. Main Street |
| Feb. 10, 2026 | 7:00 pm | Sipe Center, 100 N. Main Street |
| Mar. 10, 2026 | 7:00 pm | Sipe Center, 100 N. Main Street |
| Apr. 14, 2026 | 7:00 pm | Sipe Center, 100 N. Main Street |
| Apr. 28, 2026 (Budget Hearing) | 7:00 pm | Sipe Center, 100 N. Main Street |
| May 12, 2026 | 7:00 pm | Sipe Center, 100 N. Main Street |
| Jun. 9, 2026 | 7:00 pm | Sipe Center, 100 N. Main Street |
| Jul. 14, 2026 | 7:00 pm | Sipe Center, 100 N. Main Street |
| Aug. 11, 2026 | 7:00 pm | Sipe Center, 100 N. Main Street |
| Sep. 8, 2026 | 7:00 pm | Sipe Center, 100 N. Main Street |
| Oct. 13, 2026 | 7:00 pm | Sipe Center, 100 N. Main Street |
| Nov. 10, 2026 | 7:00 pm | Sipe Center, 100 N. Main Street |
| Dec. 8, 2026 | 7:00 pm | Sipe Center, 100 N. Main Street |

Should the Mayor (or, in his absence, the Vice-Mayor) find and declare that weather or other conditions are such that it is hazardous for members to attend one of the meetings set out above, the meeting shall be continued for exactly seven days, without need for further advertisement or notice.





TOWN OF BRIDGEWATER COUNCIL RULES OF PROCEDURE

The purpose of these Rules is to enable the Bridgewater Town Council to deliberate, in a prompt and efficient manner, upon legislation and any other questions brought before it.

I. Generally

- (a) *Effect of Rules.* The Council shall conduct its activities in accordance with the provisions of these Rules, except where they may be superseded by the Code of Virginia.
- (b) *Presiding Officer.* The Mayor shall be the presiding officer and act as chair at all Council meetings. In the absence or incapacity of the Mayor, the Vice Mayor shall serve as the presiding officer. In the absence or incapacity of both the Mayor and Vice Mayor, the Council shall elect a member to serve as Mayor *pro tem*.

II. Agenda.

The agenda is a tool intended to avoid surprise and to allow Council members to prepare for meetings. In general, therefore, these rules require that the agenda be respected. That said, the agenda should not be so slavishly followed so as to defeat the will of the Council.

- (a) *Duty of Clerk.* Upon direction by the Town Manager, the Town Clerk shall prepare an agenda for each council meeting specifying the time and place of the meeting and setting forth a brief description of each item to be considered by the Council.
- (b) *Items on Agenda.* An item may be placed on the agenda of a council meeting by request of the Mayor or any other Council member, or upon direction of the Town Manager.



(c) *Pro Forma Agenda.* The general form of the agenda is as follows:

- Scheduled Public Hearings.
- Call to order.
- Invocation.
- Guest speaker, if any.
- Other visitors.
- Approval of previous minutes.
- Finance Committee report.
- Ordinance Committee report.
- Town Manager's report.
- Public Works Committee report.
- Recreation Committee report.
- Community Relations Committee report.
- Economic Development Committee report.
- Town Attorney's report.
- Mayor's Report.
- Closed Session, if needed.¹
- Adjournment.

Issues will be placed into an appropriate agenda category. For instance, financial issues will be placed under the Finance Committee's report. One or more of the items listed above may be omitted from the agenda if no relevant issues are apparent.

(d) *Amendment.* The Council may amend the agenda by majority vote.

III. Conduct of Meetings.

(a) *Public Participation.* Except when the Mayor determines that there is insufficient time, visitors will be given an opportunity to address the Council during regular Council meetings. Each visitor who addresses Council must adhere to the following rules:

¹ Generally, closed sessions are held near the end of the meeting as a courtesy to citizens, but such sessions may be held at any point in the meeting if necessary.

- (1) *Procedure.* Any member of the general public who wishes to address the Town during a council meeting must do so during the “Visitors” portion of the agenda, be recognized by the Mayor, address Council from the lectern, and state his or her name and address.
- (2) *Limitations.* The Mayor may impose time limits if, in his judgment, such limits are necessary to allow the Council to attend its business within a reasonable time. (Speakers are cautioned that they will be given only one opportunity to speak during a meeting.)
- (3) *Content.* Public comments must focus on a specific matter within the Council’s jurisdiction. Members of the public are encouraged to present written comments in advance of the meeting, in order to fully communicate their positions. When written materials are presented, they should be submitted to the Clerk for distribution prior to the council meeting.

(b) *Decorum.* The Mayor shall preserve order and decorum at council meetings. He may order the expulsion of any person for disruptive behavior (but he should always consult the Town Attorney before doing so). Any person so expelled shall be admitted to subsequent meetings absent some judicial or other legal prohibition.

(c) *Discussion & Transaction of Business.*

- (1) Items of business will be considered and dealt with one at a time, and a new proposal may not be put forth until action on the preceding one has been concluded.
- (2) Informal discussion of a subject is permitted, even while no motion is pending.
- (3) The Mayor shall keep discussion germane to the subject.
- (4) Members are required to obtain the floor before making motions or speaking, but they need not stand.
- (5) Any member, including the Mayor, may make a motion.
- (6) All motions require a second, and a motion dies for lack of a second.
- (7) Council members may address questions to the Town Manager or staff present at the meeting
- (8) A motion to table a substantive motion immediately stops discussion and causes a vote to postpone a matter indefinitely or to a specified time and date. (A “substantive motion” is any motion

that deals with the merits of a business item.) The motion to table is not debatable.

- (9) A motion to “call for the question” may immediately suspend further debate and put a substantive motion to an immediate vote. A council member may move to “call for the question” on an item which is being considered. The motion requires a second, is not debatable, and must pass by a majority vote. If the motion carries, the substantive motion is no longer debatable and the Council must vote on it.

(d) *Voting Procedures.*

- (1) *Generally.* Except where state or local law establishes a different standard, a motion passes when the affirmative vote constitutes a majority of those present and voting.
- (2) *General Consensus.* The Mayor may declare general consensus, if there are no negative votes or objections. Upon the request of any council member, a roll call vote will be taken and recorded.
- (3) *Roll Call Votes.* Upon request of any Council member, an impending roll call vote shall be conducted in a random order.

(e) *Recess and Adjournment.* The Mayor may call a brief recess at any time. He may likewise adjourn a meeting in an emergency. Otherwise, adjournment requires Council action.

IV. Reconsideration.

Reconsideration of an item shall be allowed when a Council member of the previously prevailing majority makes a motion for reconsideration. Any motion for reconsideration must be made at the meeting immediately following that at which the action was taken.

V. Suspension and Amendment of Rules.

Bridgewater has a long tradition of acting informally and in a straightforward manner. Accordingly, so long as the requirements of state and federal law are satisfied, and so long as a vote is properly taken and recorded, the Council may act informally notwithstanding these rules, provided no member objects. Silence, or the lack of spoken dissent, is taken as consent.

VI. Parliamentary Questions.

All questions concerning the meaning or implementation of these rules or the lawfulness of any procedure shall be decided by the Town Attorney, who shall be guided by

- Firstly, the need to abide by state and federal law, and
- Secondly, this Council's desire to dispense with needless formality.

VII. Public Participation—Public Hearings.

(a) When formal public hearings are conducted, the following rules apply:

- (1) If the Town staff has a report, it will be heard first.
- (2) If there is an applicant related to the subject of the hearing, he or she will be heard after the staff report.
- (3) All other persons who signed in for the hearing will be allowed to speak in the order in which they signed in.
- (4) If time allows (in the judgment of the hearing officer) speakers who did not sign in may then speak.
- (5) Time limits are generally not imposed on speakers, but limits may be imposed if the hearing officer deems them necessary. If possible, such limits should be announced before any non-staff member speaks, and they should be applied to all speakers.
- (6) No speaker will be allowed to speak more than once, except to respond to questions posed to him or her by a Council member.
- (7) Speakers' presentations may be terminated if they are non-germane, redundant, or disruptive.
- (8) All speakers shall address the Council from the podium and shall provide their name and address.

(b) At the option of the Mayor or the Council, a public hearing may be designated as "informal." Informal public hearings are designed to elicit greater public input than traditional public hearings by lowering the emotional barriers to public participation.

- (1) If a hearing has been designated as informal, any newspaper notice for the hearing shall note the designation.
- (2) Informal public hearings will be open for a fixed time, such as 90 minutes. Because hearings are certain to remain open for the designated period, citizens need not arrive at the same time. Citizens are encouraged to come and go as they please.
- (3) Staff members will be present at informal public hearings. The staff members will have appropriate displays, and they will answer questions posed by the Council or citizens.

- (4) Staff is encouraged to provide snacks of some kind, as a courtesy and a sign of respect to those who attend.
- (5) There is no designated seating arrangement at informal public hearings, though there should not be divisions or barriers between the staff, citizens, and the Council.
- (6) The Town Manager should attempt to ensure that (i) no one monopolizes the conversation and (ii) multiple people don't speak at the same time. The optimal social dynamic is that of a minimally-moderated, but orderly, group discussion.

VIII. Remote Attendance.

- (a) A member of this Council may take part in a Council meeting from a remote location, if
 - (1) No more than ~~twice three times~~ per calendar year, the member ~~notifies the Mayor that he will be~~ is unable to attend a specific meeting due to a personal matter ~~and identifies the specific nature of the personal matter, and the Mayor acknowledges receipt of such notice, or~~
 - (2) The member ~~of the Council notifies the Mayor that he~~ is unable to attend a specific meeting due to a temporary or permanent disability or other medical condition that prevents his physical attendance, ~~and the Mayor acknowledges receipt of such notice.~~
 - (3) A medical condition of a family-member requires care from the Council member, thus preventing physical attendance at the meeting, or
 - (4) The Council member is a caregiver who must provide care for a person with a disability at the time of the public meeting, thus preventing physical attendance.
- (b) A member wishing to invoke paragraph (a) shall so notify the Mayor, who will approve remote participation if it would comply with this policy. Members invoking paragraph (a)(1) shall identify the specific nature of their personal matter. If the Mayor wishes to invoke paragraph (a), he shall so notify the Vice-Mayor.
- (bc) Members participating under paragraph (a)(4) shall count toward a quorum as if physically present. Members participating under paragraph (a)(2) shall also count toward a quorum as if physically present, provided their disability qualifies as such under Va. Code, § 51.5-40.1. The rights

~~granted by paragraph (a) above shall not apply unless a quorum of the Council will be physically present at the site of the meeting. Further, no more than one member may remotely attend any meeting.~~

- (ed) In the minutes, the Clerk shall note any member's remote attendance and a general description of the place from which the member participated. In the case of remote attendance under paragraph (a)(1), the specific nature of the member's personal matter shall also be noted.
- (de) The Town staff will endeavor to establish a link under which the remotely attending member can hear the meeting being conducted and all physically present can hear the member. Should the staff fail to do so, whether because of technological failure or otherwise, the member cannot attend remotely and the meeting shall proceed without him.
- (ef) Nothing in this section VIII shall allow the Mayor to chair a meeting remotely. If the Mayor appears remotely, the Vice-Mayor shall chair the meeting.
- (fg) Wherever this section VIII requires an action by the Mayor, the Vice-Mayor may act in his place, should the Mayor be unable to act.
- (h) Except as provided in Va. Code, § 2.2-3708.2, no all-virtual meetings shall be held.
- (i) The provisions of this section VIII shall apply to all committees of this Council.

Nothing in this section VIII shall prevent a member unofficially participating in a meeting electronically where the foregoing requirements have not been satisfied. Such member participating unofficially, however, shall be marked "absent," and shall have no right to vote.

(Added January 9, 2018; amended January 13, 2026.)

**AN ORDINANCE REVISING
THE TOWN'S PROCUREMENT POLICY**
O-192-2

Whereas, Va. Code, § 2.2-4343(A)(10) authorizes the Town to adopt and implement its own Procurement Policy, and

Whereas, the Town has compiled a new version of its Procurement Policy, along with relevant appendices (as attached in “Exhibit A”) and

Whereas, this Council has considered this new version and finds it worthy of adoption,

Now, therefore, be it ordained by the Council of the Town of Bridgewater, Virginia, that

1. The Council adopts the Procurement Policy reproduced in Exhibit A, including its appendices noting mandatory state code provisions, establishing a federal funds policy, and setting out certain insurance requirements for contractors.
2. The Town Manager, in his discretion, may enact regulations explaining or clarifying provisions in the Policy.
3. The Manager may add to, remove, or edit the forms in the Policy, their purpose being to assist staff with procurements.
4. The Town Manager may also amend the Policy. Before any such amendment takes effect, he shall introduce such amendments into the record at a Council meeting. The amendments shall take effect 30 days thereafter, provided the Council has not acted to block them.
5. This ordinance shall take effect immediately.

Ordained this 13th day of January, 2026.

Mayor

I certify that I am the Clerk of the Town of Bridgewater, Virginia, and that the foregoing is a true copy of an ordinance considered by the Council of the Town of Bridgewater, Virginia on January 13, 2026, such consideration being expressed by the following vote:

| <u>AYE</u> | <u>NAY</u> | <u>ABSTAIN</u> | <u>NOT PRESENT</u> | <u>MEMBER</u> |
|------------|------------|----------------|------------------------|---------------|
| _____ | _____ | _____ | _____ | Mr. Bowman |
| _____ | _____ | _____ | _____ | Mr. Canada |
| _____ | _____ | _____ | _____ | Ms. Curtis |
| _____ | _____ | _____ | _____ | Mr. Flory |
| _____ | _____ | _____ | _____ | Dr. Miracle |
| _____ | _____ | _____ | _____ | Mr. Schofield |
| _____ | _____ | _____ | _____ | Mr. Tongue |

Date

Clerk

Part I. Procurement Policy.**Part II. Mandatory State Code Provisions.****Part III. Federal Funds Policy.****Part IV. Bridgewater Insurance Requirements.**

More Detail: Notes entitled "More Detail" are intended to be read as part of this policy. They often provide guidance for specific situations. Notes entitled "Practice Note" are intended to be helpful in some respect but they are not given the same force by staff. Likewise, entries beginning with "Grant notes" are a declarative part of the policy, while entries beginning with "Grant says" are merely observational. Capitalization, or lack thereof, conveys no meaning. Hypertext links, or lack thereof, conveys no meaning. Linked forms are not a portion of this policy.

PROCUREMENT POLICY

Article 1

General

1.1. Application. The provisions which follow constitute the Procurement Policy of the Town of Bridgewater. To the maximum degree possible under the [Virginia Public Procurement Act](#) (the "Act"), such provisions supersede the Act,

Provided that the Town, in its discretion, may elect to conduct any procurement under the Act instead of the provisions hereof.

1.2. Definitions. As used in this Policy, the terms listed below have the meanings ascribed to them in this section. Any term not defined has the meaning assigned by the Act, unless the context plainly indicates otherwise.

(1) **Contract.** Any agreement, oral or written, with the Town, for the provision of goods, services or insurance.

(2) **Goods.** Tangible personal property.

(3) **Informalities.** Any requirement in a procurement, which, if unfulfilled, would not affect the core benefit of the parties' prospective bargain.



(4) Insurance. A Contract whereby, for a stipulated consideration, one party undertakes to provide another with indemnity, loss compensation, or claims defense, potentially with ancillary services such as education and claim-prevention.

(5) May. Indicates authority or permission, without direction as to how it should be exercised, if at all.

(6) Person. Any business, association, individual, union, committee, club, other organization or group of individuals..

(7) Professional Services. Work performed by an independent Contractor within the scope of accounting, actuarial services, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy or professional engineering.

(8) Responsible Bidder. A bidder who has the capability, in all respects, to perform fully contract requirements and the moral and business integrity and reliability that will assure good faith performance. ("Responsible Offeror" carries the same meaning in competitive negotiation.)

(9) Responsive Bidder. A bidder who has submitted a bid that conforms in all material respects to the invitation to bid.

(10) Services. Any work performed by a contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies. Construction is a service, though it often receives special treatment in this policy.

(11) Shall. Indicates a mandatory directive.

(12) Should. Indicates a directive for which compliance is aspirational but not compelled.

(13) Using Agency. Any authority, board, department, division, office, council, or other subunit of the Town that requires goods, services, or insurance.

1.3. Purchasing Agent.

(a) Appointment & Delegation. The Town Manager shall direct and supervise the Town's purchasing system as the principal public purchasing official for all [Using Agencies](#). He may delegate authority to purchase certain [Goods](#), [Services](#), [Insurance](#), or to other Town officials

while retaining reasonable supervision and accountability.

(b) Duties & Authority. He is responsible for procuring Goods and Services in accordance with this Policy. The Town Manager may waive [Informalities](#); accept late bids and proposals; cancel an Invitation to Bid, Request for Proposal, or other solicitation; and reject all bids and proposals when necessary to protect the interests of the Town.

1.4. Surplus. The Town Manager may declare materials, supplies, equipment, or other personal property of any [Using Agency](#) to be surplus and dispose of it in any lawful manner.

1.5. Auctions. The Town Manager may authorize the purchase of [Goods](#), products, or commodities from a public auction when doing so is in the best interests of the Town.

1.6. Unnecessary Purchases. The procurement of unnecessary or duplicative [Goods](#) or [Services](#) is to be avoided.

Article Two

Exceptions to Requirement For Competitive Procurement

2.1. Governmental Purchases. Purchases from governmental agencies are not covered by the Act or this procurement policy. There are no procedural requirements for such purchases.

2.2. Small Purchases.

(a) Generally. The Town may award single or term [Contracts](#) for

(i) Professional [Services](#) less than or equal to \$80,000;

Practice Note: From § 2.2-4343(A)(12).

(ii) Transportation-related construction Services less than or equal to \$25,000.

More Detail: Retained in an abundance of caution. § 2.2-4303(D) is mandatory for the Town and requires competitive sealed bidding for all construction projects. It is overridden by the small-purchase procedures in § 2.2-4303(G), but only up to \$25,000 for transportation construction.

(iii) Services not covered by paragraphs (a)(i) or (a) (ii) above, less than or equal to \$200,000;

(iv) Goods less than or equal to \$200,000;

Without competitive procurement by utilizing the following procedure:

- Identify at least three potential suppliers, if practicable, for the items being purchased.
- Request pricing from those suppliers identified, again if practicable. Verbal proposals are acceptable, as are advertisements and world-wide-web pages, so long as they are current. A supplier failing to respond after seven days may be deemed non-responsive, but the best practice is to encourage quotes from all suppliers contacted.
- Award the Contract to the supplier offering the lowest price, in the absence of an articulated reason to award it to someone else.

(b) *Micropurchases.* For purchases of Goods or Services of less than \$1,500, the Town may also award Contracts without any procurement process whatsoever so long as the officer making the purchase has no reason to believe that equivalent Goods or Services are available at a lower cost elsewhere.

2.3. Cooperative Procurement. The Town can purchase Goods or Services using a procurement process instituted by another governmental entity. In other words, the Town can purchase Goods or Services previously procured by a municipality, county, state, or national government, on the same material terms as applied to the prior purchase. In a departure from the Act, the prior procurement documents need **not** have provided for cooperative procurement. The Town can, for example, purchase police vehicles under the “state bid,” whether or not the state bid anticipates cooperative procurement.

2.4. Sole Source. The Town may negotiate and award a Contract without competitive procurement after determining that there is only one source practicably available. The basis for the determination shall be documented in writing.



Form Available... [Sole Source Determination.](#)

2.5. Legal Services. The Town may enter into Contracts for legal Services, expert witnesses, and services associated with litigation or regulatory proceedings without competitive procurement.

Practice Note: *These Services are carved out of the state Act as well.*

2.6. Emergencies. An emergency exists when, in the opinion of a Using Agency,

- (i)** A breakdown in an essential service occurs or threatens to occur, or
- (ii)** Circumstances arise in which Goods or Services are needed for immediate use in work which may affect the public's safety, health, welfare, or property.

If an emergency occurs during office hours, the Using Agency shall immediately notify the Town Manager, who may either purchase or authorize the purchase of the needed Goods or Services. If the Town Manager is unavailable, the [Using Agency](#) may purchase any Goods or Services needed to meet such existing emergency. As soon as practicable, the head of the Using Agency shall send a requisition and a copy of the delivery receipt to the Town Manager with a written explanation of the circumstances of the emergency.

2.7. Federal Funds. Some of the Town's purchases may involve the use of federal funds or grants that are conditioned upon complying with federal laws or regulations that differ from the Town's policy. In those circumstances, the Town Manager should comply with federal rules, when doing so is in the Town's interest. Such purchases shall comply with the [Federal Funds Policy](#) in the Appendix.

Article Three

Procurement Methods

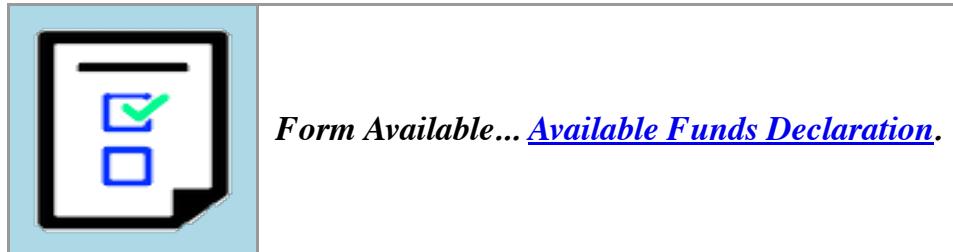
3.1. Competitive Sealed Bidding.

(a) When Used. Competitive Sealed Bidding ("CSB") may be used for any type of [Contract](#), except for [Professional Services](#). In addition, it **must** be used for construction unless

- (1)** The Contract is on a [Design-Build](#) or construction-manager basis or
- (2)** The Contract is for highway construction or drainage or excavation **and** the Town has made a written determination, with supporting reasons, that CSB is not practicable or is not fiscally advantageous.

(b) Process. CSB consists of the following:

(1) An internal determination by the [Using Agency](#) of available funds. Such determination is to be in writing but not shared with potential bidders.



(2) The issuance of a written Invitation to Bid ("ITB") containing (or incorporating by reference) the specifications and contractual terms applicable to the procurement. The ITB [Should](#) state the criteria with which bids will be assessed, such as

- (•) Qualifications of contractors,
- (•) Life-cycle costing,
- (•) Value analysis,
- (•) Inspection or testing,
- (•) Quality, workmanship,
- (•) Delivery, or
- (•) Suitability for a particular purpose.

Finally, the ITB must also set out a date, time, and place for the public opening of the bids.

(3) Public notice of the ITB at least 10 days prior to the bid opening on [procurement.bridgewater.town](#). Additional forms of public notice (such as [eva.virginia.gov](#)) are encouraged but not required. In addition, bids may be solicited directly from potential contractors, though any additional solicitations must include certified businesses selected from a list made available by the [Virginia Department of Small Business and Supplier Diversity](#).

(4) Public opening and announcement of all bids received;

(5) Evaluation of bids based upon the requirements set forth in the ITB.

(6) Award of the contract, if at all, to the lowest Responsive and Responsible bidder. When the ITB so provides, awards may be made to more than one bidder.

(c) The Town may supplement the ITB by posting one or more addenda to procurement.bridgewater.town, until the day before the bid opening. It is incumbent upon bidders to take note of all addenda.

Practice Note: *The most appropriate way for us to respond to bidder questions is through addenda posted to procurement.bridgewater.town.*

(d) A binding agreement is formed upon award without further memorialization. Should the parties wish to create a document expressing the agreement, they may do so.

(e) *Negotiation with Lowest Bidder.* Negotiations with the lowest Responsible and Responsive bidder are allowed when the bid exceeds the determination of available funds made under paragraph (b)(1). The negotiations shall be conducted in accordance with the following procedures:

- (1)** The Town Manager shall advise the bidder, in writing, that the low bid exceeds available funds.
- (2)** He may suggest a reduction in scope for the proposed purchase, and invite the bidder to amend its bid proposal accordingly.
- (3)** Repetitive informal discussions may be conducted with the bidder for purposes of obtaining a Contract within available funds.
- (4)** The lowest responsible bidder may submit an addendum to its bid that includes a reduction in price.
- (5)** If the proposed addendum is acceptable to the Town, the Town Should award a Contract based on the amended bid. Otherwise, all bids Should be rejected.

(f) The Town may require prequalification for bidders as provided in Va. Code, § 2.2-4317 or debar potential bidders as provided in Va. Code, § 2.2-4321. Both of these statutes are incorporated here, *mutatis mutandis*, except that any appeal of a prequalification denial or a debarment is to be conducted in accord with section 4.2. below.



Form Available... [Model ITB](#).

3.2. Competitive Negotiation.

(a) When Used. Competitive Negotiation **must** be used for [Professional Services](#). It **may** be used for any other type of [Contract](#) except construction. (For construction, it can only be used in the limited circumstances described in [§ 3.1\(a\)](#).)

Practice Note: When Competitive Sealed Bidding and Competitive Negotiation are both permissible, the nature of the items being procured should be examined for characteristics that are better suited to a particular procurement process. Competitive Negotiation probably makes more sense when procuring expensive or sophisticated goods.

(b) Process.

(1) Request for Proposals. Competitive Negotiation begins with the preparation of a Request for Proposals. ("RFP") The RFP must indicate, in general terms, the goods or services sought. It must include any unique capabilities, specifications or qualifications that will be required for the goods, services, or the contractor. It must specify the factors that will be used in evaluating the proposal, and describe any numerical scoring system to be used. And it should include contractual terms and conditions which will be required in the final agreement.

(A) When Procuring Professional Services. The RFP may not request pricing, even if non-binding. Moreover, it may not request estimates of man-hours required.

(B) When Procuring Anything Else. The RFP may request non-binding pricing.

The Town may supplement the RFP by posting an addendum to procurement.bridgewater.town until the day before the proposals are due. It is incumbent upon offerors to take note of all addenda.

(2) Notice. The RFP must be published at least 10 days prior to the bid opening on procurement.bridgewater.town. Additionally, because we do not publish in local media,

it must be published on eva.virginia.gov. In addition, bids may be solicited directly from potential contractors, though any additional solicitations must include certified businesses selected from a list made available by the [Virginia Department of Small Business and Supplier Diversity](#).

(3) Response. Interested offerors submit proposals on or before the deadline specified in the RFP.

More Detail (Courtesy of the General Assembly): *In procurements for professional services, when requested in the RFP, the offeror shall state, in writing, any exception to any contractual terms or conditions, including any liability provisions contained in the RFP at the time of its response. Such exceptions shall be considered during negotiation but shall not be used as a basis for scoring or evaluating which offerors are selected for negotiations.*

(4) Initial Selection & Discussion, Ranking & Evaluation, Negotiation, & Award—Professional Services.

(A) Initial Selection & Discussion. The Town engages in individual discussions with two or more offerors deemed [Responsible](#), fully qualified, and suitable, based on the initial responses (with emphasis on professional competence). Repetitive informal interviews are permissible.

The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts.

At this discussion stage, there can be non-binding cost estimates may be discussed—both of the project cost and the cost of services.

More Detail (Courtesy of the General Assembly):

(•) *When Procuring Architectural or Engineering Services.* *The Town cannot request or require offerors to list any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, ordinance, or standards developed pursuant to § 2.2-1132, until after the qualified offerors are ranked for negotiations.*

(•) Proprietary Information. *In accordance with Va. Code, § 2.2-4342, proprietary information from competing offerors shall not be disclosed to the public or to competitors.*

(B) Ranking & Evaluation. At the conclusion of the discussions, using the evaluation factors published in the RFP in light of all information developed to that point, the Town selects ranks the top two or more offerors;

Provided that if the Town determines in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

(C) Negotiation & Award. Negotiations shall then be conducted, beginning with the offeror ranked first. The Town will award the Contract to that offeror, if it can negotiate a contract on acceptable terms at a price it deems fair and reasonable.

Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be awarded as described above.

(D) If the terms and conditions for multiple awards are included in the RFP, the Town may award contracts to more than one offeror.

(5) Initial Selection, Negotiations, Evaluation & Award—Non-Professional Services.

(A) Initial Selection. The Town first selects two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors listed in the RFP, (including price if so listed);

Provided that if the Town determines in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others, a contract may be negotiated and awarded to that offeror.

(B) Negotiations. Negotiations shall then be conducted with each of the offerors so selected.

(C) Final Evaluation & Award. Price shall be considered, but need not be the sole or

primary determining factor. After negotiations have been conducted with each offeror so selected, the Town shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and it shall award the contract to that offeror.

(D) Multiple Awards. If the terms and conditions for multiple awards are included in the RFP, the Town may award contracts to more than one offeror.

3.3 Design-Build Protocols.

(a) Criteria for Use of Design-Build Contracts. Design-Build ("DB") contracts are intended to minimize project risk for the Town and to reduce delivery schedules by overlapping the design phase and construction phase of a given project. Before taking any action, the Town Manager must engage a licensed architect or engineer with relevant professional competence to

- Advise on the use of DB,
- Assist in preparing the Request for Proposals ("RFP"), and
- Advise in connection the evaluation of proposals.

The Manager must also find in writing that the project is a complex project, using a "rational-basis" standard.

More Detail: *This standard allows a conclusion that the project is complex if there is some rational basis to find it so, irrespective of evidence to the contrary. "Complex project," in turn, means "a construction project that includes one or more of the following significant components: difficult site location, unique equipment, specialized building systems, multifaceted program, accelerated schedule, historic designation, or intricate phasing or some other aspect that makes the design-bid- build project delivery method not practical." Va. Code, § 2.2-4382.*

The finding must also explain why DB is more advantageous than competitive sealed bidding and shall indicate how the Town will benefit from using DB. The Manager's finding shall be final and unappealable

Practice Note: Va. Code § 46.2-4382 requires this finding to be included with the Request for Qualifications.

(b) Design Build Selection Procedures. DB procurement involves a two-step competitive negotiation process. The following procedures shall be used in selecting a Design-Builder and awarding a contract.

(1) The Manager shall appoint an Evaluation Task Force (the “Task Force”) which shall include the Manager himself, at least one member of the Council, and such other persons as the Manager deems advisable.

(2) *Selection of Qualified Offerors.* On projects approved for DB, the Task Force shall conduct the prequalification process described below to determine which offerors are qualified to receive the RFP.

(i) The Task Force shall prepare a Request for Qualifications ("RFQ") containing a full (if not final) RFP.

(ii) The RFQ shall be posted as required by law.

Practice Note: See Va. Code, § 2.2-4382.

(iii) All offerors should have a licensed Class "A" contractor and an architect or engineer registered in the Commonwealth of Virginia as part of their respective project teams.

(iv) The Committee shall evaluate each offeror's RFQ responses and any other relevant information and shall determine which offerors are fully qualified and suitable to be placed on a “Short List” for the project.

This initial step asks two distinct questions. First, the Task Force asks whether the offeror should be pre-qualified under Va. Code, § 2.2-4317. Second, it asks how well the offeror has satisfied the criteria of the RFQ, relative to other offerors.

(v) The RFQ evaluation shall result in a short list of two or more offerors to receive the RFP. If reasonably possible, the Short List should include at least one “Small Business,” certified as such by the Virginia Department of Small Business and Supplier Diversity.

At least 30 days prior to the date established for the submission of proposals, the Manager shall advise in writing each offeror whether it has been pre-qualified and short-listed. If pre-qualification or short-listing is denied, the Manager will advise the

offeror in writing of the reasons for the decision.

(2) Selection of Design-Build Contractor.

(i) The task force shall send the final RFP to all short-listed offerors and request formal proposals from them. The criteria for award shall be listed in the RFP, including a statement that price will be a critical factor.

Requests for Proposals shall include and define the criteria of such construction project in areas such as site plans; floor plans; exterior elevations; basic building envelope materials; fire protection information plans; structural, mechanical ("HVAC"), and electrical systems; and special telecommunications; and may define such other requirements as the task force determines appropriate for the particular project.

(ii) Each offeror's proposal shall be in two parts, in separately sealed packages: a technical proposal addressing the physical aspects of the project and a cost proposal addressing the contractor's price.

More Detail: *The task force may authorize electronic submission of proposals, and in such cases, technical and cost proposals shall be in separate files.*

(iii) The task force reviews and ranks technical proposals first. The initial review is of the written submission, and then the task force meets with the offerors (separately) to discuss the technical proposals. During these meetings, price may be discussed, but no binding price quotations may be provided (or demanded).

In its discretion, task force may allow offerors to amend both their technical proposals and cost proposals, either before or after the meetings.

(iv) After all technical proposals have been evaluated, the task force will consider the cost proposals, and apply the RFP's criteria to the offerors' full proposals.

More Detail: *But there is this exception: If, after reviewing the technical proposals, the task force, in its sole discretion, makes a written finding that only one offeror is fully qualified (or that one offeror is clearly more highly qualified than the others), it may directly move to contract negotiations with that offeror. In this scenario, there is no formal application of the RFP to the combined proposals.*

The task force will proceed to negotiate a contract with the highest-ranked offeror. Should it be unable to reach agreement, it may reject the offer and proceed to negotiate with the next-ranked offeror.

Practice Note: *Unlike with competitive sealed bidding, contract formation with DB procurement requires a signed written document to complete the process.*

(v) The Committee will notify all offerors who submitted proposals which offeror was awarded the contract.

(vi) Upon request, documentation of the process used for the final selection shall be made available to the unsuccessful offerors.

(c) General.

(1) The Manager may act as the agent of the task force for all routine and procedural matters, not including the ranking of offerors.

(2) All DB contracts shall feature a guaranteed maximum price.

Article Four

Contractor Claims & Appeals

4.1. Contractual Claims Process. The procedure set out in this section applies to a Contractor's claim for money or other relief based on a contract entered under this policy.

(a) Notice. The claimant shall give written notice of his or her intention to file a claim to the Town Manager at the time of the event or the beginning of the work upon which the claim is based.

(b) Claim. Contractual claims must be submitted in writing to the Town Manager no later than 60 days after final payment.

(c) Decision. The Town Manager shall make a written decision addressing the claim within 90 days of submission.

(d) Appeal. The decision of the Town Manager will be final unless the contractor files a timely Letter of appeal pursuant to the procurement appeals procedure described in [section 4.2](#).

4.2. Procurement Appeals Process.

(a) Appealable Decisions. Any contractor may appeal a decision made under section [4.1](#). In addition, any bidder or offeror, or person debarred or denied prequalification or short-listing, may appeal

- An award or decision to award a contract,

Practice Note: *If, at the time of award, there is a claim which could be appealed under this section or directly to the judiciary, such claim is waived if the appeal is not challenged as provided in this section.*

- A decision refusing to allow the withdrawal of Appellant's bid,
- A denial of Appellant's prequalification or short-listing,
- The appellant's debarment, and
- A determination of the appellant's nonresponsibility.

(b) Appeals process. All administrative appeals shall be adjudicated using the following procedure:

(1) Institution. A person entitled to appeal a decision listed in paragraph (a) by filing a letter of appeal with the Town Manager within 10 days of the date of the decision being challenged. No appeal will be allowed if the Letter of Appeal is untimely.

(2) Sufficiency of Letter of Appeal. The letter of appeal shall specify the basis for the appeal, the relief sought, and whether a hearing is requested.

(3) Decision Without Hearing. If a hearing is not expressly requested, the Town Manager shall render a written decision within 10 days of receiving the letter of appeal.

(4) Hearing & Decision. If a hearing is requested, it shall be held within 30 days of receipt of the letter of appeal. The hearing will be conducted by a disinterested arbiter appointed by the Town Manager. The arbiter should be an attorney-at-law. Each party will have the opportunity to present pertinent information during the hearing. The hearing shall be an informal administrative proceeding, rather than a judicial-like trial, but it is nevertheless the appellant's burden to produce evidence sufficient to show that

the Town's decision was erroneous. The hearing shall be recorded and should be transcribed. A final decision with findings of fact will be issued within 21 days of the hearing.

(5) Judicial Review. For matters which are appealable under paragraph (a) above, the process set out in paragraph (b) is a mandatory pre-requisite to the filing of any judicial action against the Town. After the completion of such process, however, such a judicial action may be filed within 21 days of the issuance of the arbiter's decision and not afterward. Such arbiter's decision shall be presumed correct and shall not be set aside unless (i) it reflects a material legal error or (ii) it is factually unsupported by the record of the arbiter's hearing. The arbiter is entitled to assess the credibility of all witnesses and such assessments shall not be attacked judicially.

APPENDIX ONE

MANDATORY STATE CODE PROVISIONS

Most portions of the Virginia Public Procurement Act can be waived or modified in a procurement policy adopted by a local government, but a few state provisions are mandatory. This appendix lists the mandatory provisions.

- Va. Code, § [2.2-4303.1](#) and Va. Code, § [2.2-4303.2](#). These control **term contracts and job-order contracts**. Essentially, they apply when we retain firms to provide services over time, as ordered by us. Section 2.2-4303.1 applies to architecture and engineering, and § 2.2-4303.2 applies to other services. The statutes are fairly straightforward, but take note that if we hire multiple firms, we must have a procedure for choosing among them when we need services. (That procedure generally cannot involve price.) Lastly, remember that our small-purchase procedures can trump these provisions.
- Va. Code, § [2.2-4305](#). This section requires competitive sealed bidding or competitive negotiation for projects in which over \$50,000 in **state funds** are expended.
- Va. Code, § [2.2-4311](#). In any contract of more than \$10,000, the Town must include language forbidding the contractor from engaging in certain **employment discrimination**. The Town must also require the contractor to include the language in any subcontract or purchase order of more than \$10,000.
- Va. Code, § [2.2-4315](#). Unless an invitation to bid expressly allows only a certain brand, a

bidder may specify alternatives to the **brand names** mentioned in the invitation. The Town can accept any brand that it deems to be equivalent to the specified brand. Bear in mind, however, that the Town may also limit bidders to a single brand, if it expressly states such a limitation in the invitation.

- Va. Code, [§ 2.2-4317](#). **Prequalification** involves bidding in which only selected, or “prequalified,” bidders are allowed to bid on a project. The statute governs the method of prequalification. Generally speaking, it is difficult to refuse to prequalify a bidder, although it may be necessary occasionally. Note that our design-build protocols in [§ 3.3](#) require a form of prequalification.
- Va. Code, [§ 2.2-4330](#). This section allows bidders for a construction contract to **withdraw bids** that reflect clerical errors. The Town has five business days to issue a decision on a request to withdraw a bid.

More Detail: *The statute sets forth two different procedures for withdrawal, and localities must choose one or the other. The Town follows the simpler method under Va. Code § 2.2-4330(B)(1), which requires that bidders give notice of withdrawal within two business days of the bid opening.*

- Va. Code, [§ 2.2-4333](#) and Va. Code, [§ 2.2-4334](#). **Retainage** on construction contracts cannot exceed five percent. Additionally, for a few contracts, the Town’s bid documents must include an option by which the successful bidder can elect to have the retainage placed into an escrow account. This option applies to contracts which (i) are greater than \$200,000, and (ii) relate to the construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures, or the installation of water, gas, sewer lines or pumping stations.
- Va. Code, [§ 2.2-4335](#). The Town cannot require contractors to waive any right to damages caused by the **Town’s delay** in performance.

Practice Note: *It seems odd that a contractor might claim that **we** delayed a project.*

- Va. Code, [§ 2.2-4336](#), Va. Code, [§ 2.2-4337](#), and Va. Code, [§ 2.2-4338](#). For some contracts, **bid bonds, performance bonds, and payment bonds** are required. In lieu of a bid, performance, or payment bond, the bidder may provide a certified check, cashier’s check, or cash escrow in the face amount required for the bond. As of January 1, 2026, performance and payment bonds are generally required for non-transportation projects exceeding \$500,000 and

transportation construction projects exceeding \$350,000, but this threshold does change from time to time.

- Va. Code, [§ 2.2-4342](#). This section deals with **access to records**. Generally, records are open to participants after the selection process is complete but open to the public only after an award.
- Va. Code, [§ 2.2-4343.1](#). This section concerns contracts with—and discrimination against—**faith based organizations**. It also provides that our procurement materials must "prominently display" a notice that we do not discriminate against faith-based organizations.
- Va. Code, [§ 2.2-4367](#), *et seq.* These sections establish **ethical standards** for public contracting by prohibiting public employees from participating in procurement transactions when conflicts of interest, financial interests, prospective employment, or certain relationships exist. It also prohibits gifts, kickbacks, bid manipulation, misrepresentations, and certain post-employment activities, and requires disclosures in specified circumstances. Willful violations are criminal offenses and may result in forfeiture of public employment.
- Va. Code, [§ 2.2-4378](#), *et seq.* These provisions govern **construction-management and design-build** projects. The statute requires design-build procedures, and ours can be found above at [§ 3.3](#). Construction-management contracting is not dissimilar in effect, but we have not yet adopted procedures.
- Va. Code, [§ 58.1-1902](#). So companies can be **debarred at the state level** for classifying employees as independent contractors. When that happens, we have to honor the debarment.

APPENDIX TWO

FEDERAL FUNDS POLICY

I. Introduction. This appendix sets forth the policies and procedures used by the Town of Bridgewater, Virginia to administer federal funds. The manual contains the internal controls and grant management standards used by the Town to ensure that all federal funds are lawfully expended. Employees are expected to review this manual to gain familiarity and understanding of our rules and practices. For the most part, our federal funds come to us through VDOT projects, but they can come in many other forms. Whenever we are receiving governmental assistance, please discuss this policy with the Treasurer.

II. Financial Management System. The Town maintains—and will continue to maintain—a

proper financial management system (i) to receive direct and state-administered grants and (ii) to expend funds associated with a grant award. Certain fiscal controls and procedures must be in place to ensure that all financial management system requirements are met. Failure to meet a requirement may result in return of funds or termination of the award.

III. Financial Management Standards The standards for financial management systems are found at [2 C.F.R. § 200.302](#).



Grant says...Hyperlinks can bring you more detail than I can set out here.

The required standards include...

(•) *Identification.* Town must identify, in its accounts, all federal awards set out here received and expended and the federal programs under which they were received. Federal program and award identification must include, as applicable, the [CFDA](#) title and number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity.

(•) *Financial Reporting.* Accurate, current, and complete disclosure of the financial results of each federal award or programs must be made in accordance with the financial reporting requirements set forth in the Government Accounting Standards Board on the Schedule of Federal Awards, and in accordance with Generally Accepted Accounting Principles.



Grant says...You don't have to learn all these standards. Just rely on the Treasurer.

(•) *Accounting Records.* Town must maintain records which adequately identify the source and application of funds provided for federally assisted activities. These records must contain information pertaining to grant or subgrant awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest, and be supported by source documentation. Internal Controls Effective control and accountability must be maintained

for all funds, real and personal property, and other assets. The Town must adequately safeguard all such property and must assure that it is used solely for authorized purposes. "Internal controls" are tools to help program and financial managers achieve results and safeguard the integrity of their program. Internal controls should be designed to provide reasonable assurance that the following objectives are achieved:

- Effectiveness and efficiency of operations;
- Adequate safeguarding of property;
- Assurance that property and money are spent in accordance with the grant program and to further the selected objectives, and
- Compliance with applicable laws and regulations.

• *Budget Control.* Actual expenditures or outlays must be compared with budgeted amounts for each federal award.

• *Cash Management.* The Town must maintain written procedures to implement the cash management requirements found in [2 C.F.R. § 200.302](#) and [2 C.F.R. § 200.305](#).

• *Allowable Costs.* Allowable Costs Expenditures must be aligned with items in the project budget and appropriations in the Town budget.

Any changes or variations from the approved project budget and grant application need prior approval from the awarding authority.

When considering the allowability of a particular cost, the Manager or one of the Assistant Managers will consult with the Treasurer and review the proposed cost to determine whether it is an allowable use of federal grant funds before obligating and spending those funds on the proposed good or service.

• *Allowability Determinations.* All costs supported by federal funds must meet the standards outlined in [2 CFR Part 200, Subpart E](#). Remember that expenditures must comply with Subpart E and with Town policies and with the terms of the some very specific rules grant and grant application. In just about every case, you should consult Subpart E about any cost in question, but generally, here are the four key questions:

- 1 Is the proposed cost reasonable?

(2) Is the proposed cost consistent with project budget, grant, and grant application?

(3) Is it necessary for the project?

(4) Are there specific federal limitations on this type of expenditure?



Grant says...Subpart E sets out some general rules but also has some very specific rules for certain costs.

IV. Overview of the Financial Management/Accounting System. For all projects governed by this Federal Funds Manual...

- All accounts payable and expenditures will be tracked by the Treasurer in the Town's accounting system, **MCSJ**, and by secondary excel spreadsheets.
- Project budgets—in Excel spreadsheets—will be developed by the P10 employee in charge of the project and maintained in the project folder within the Town's central records retention system. The P10 in charge of the project should review the estimates in the budget at least monthly, using expenditure data generated by the Treasurer.
- Purchase orders and related procurement documents are likewise stored within the central records system.
- Federal funds are tracked in the **MCSJ** system by general ledger number.
- The Treasurer is responsible for completing the [SEFA](#) to the specifications of the Auditor. The Town Manager will review it.

Town Accounting Records

The accounts of the Town and its discretely presented component units (the Town, Industrial Development Authority, and Sipe Center Live) are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts, which comprise assets, liabilities, fund equities, revenues and expenditures, or expenses, as appropriate. The various funds are summarized by governmental or enterprise activities in the general-purpose financial statements, while component units are

reported in separate documents.



Grant reminds you that Sipe Center Live is not an instrumentality of the Town of Bridgewater.

Federal Cash Management Policy/Procedures

The Town will comply with applicable procedures for payment minimizing the time between the transfer of funds and disbursement by the Town, in accordance with the Cash Management Improvement Act at [31 CFR Part 205](#). Generally, the Town receives payment on a reimbursement basis, and we prefer receiving reimbursing funds after the pertinent expense.

However, if the Town receives an advance in federal grant funds, after the adoption of this Manual, the Town will remit interest earned on the advanced payment quarterly to the federal agency. The Town may retain interest amounts up to \$500 per year for administrative expenses. [2 CFR § 200.305\(b\)\(9\)](#).

Payment Methods

Reimbursements

The Town will initially charge federal grant expenditures to nonfederal funds, should they exist for the particular project and the particular expenditure.

The Town will request reimbursement for actual expenditures incurred under the federal grants. All reimbursements are based on actual disbursements, not on obligations.

Consistent with state and federal requirements, the Town will maintain source documentation supporting the federal expenditures (invoices, time sheets, payroll stubs, etc.) and will make such documentation available for review upon request.

Reimbursements of actual expenditures do not require interest calculations.

Advancements

To the extent the Town receives advance payments of federal grant funds; the Town will

strive to expend the federal funds on allowable expenditures as expeditiously as possible. Specifically, the Town attempts to expend all draw-downs of federal funds within **72** hours of receipt.

The Town will hold federal advance payments in interest-bearing accounts, unless an allowable exception applies. The Town will begin to calculate interest earned on cash balances once funds are deposited into the Town's account.

Interest will be calculated quarterly. Total federal grant cash balances will be calculated on cash balances per grant and applying the Town's actual interest rate. Within 30 days of the end of the quarter, the Town will remit interest earned on federal grants. The Town may retain up to \$500 of interest earned per year.



*Grant says...Unless absolutely necessary don't draw advances.
We'll pay first and get reimbursed.*

Timely Obligation of Funds

When Obligations Are Made

Obligations are orders placed for property and services that require payment by the Town during the same or a future period.

The following table illustrates when funds are determined to be obligated under federal regulations:

| If the obligation is for: | The obligation is made: |
|----------------------------------|---|
| Acquisition of property | On the date which the Town makes a binding written commitment to acquire the property |

| | |
|--|--|
| Personal services by an employee of the Town | When the services are performed |
| Personal services by a contractor who is not an employee of the Town | On the date which the Town makes a binding written commitment to obtain the services |
| Public utility services | When the Town receives the services |
| Rental of property | When the Town uses the property |
| Travel | When the travel is taken |

Period of Performance of Federal Funds

All obligations must occur on or between the beginning and ending dates of the grant project, which will be designated in the Grant Award Notice.

The Town must close-out all obligations incurred within 120 days after end of the funding period, unless an extension is authorized. [2 C.F.R. § 200.344](#).

Any funds not obligated within the period of availability or liquidated within the appropriate timeframe are said to lapse and must be returned to the awarding agency. Consequently, the Town closely monitors grant spending throughout the grant cycle.

Procurement System

The Town's general Procurement Policy ([above](#)) controls purchases of goods and services in federal projects. However, where more restrictive federal standards apply, they **supersede** the Procurement Policy.

For projects involving federal funds, numerous mandatory contract provisions apply at different dollar thresholds. These requirements are set forth in [2 CFR Part 200, Appendix II](#), and must be incorporated into applicable contracts. In practice, the Town typically relies on architects, engineers, attorneys, and other professional advisors to ensure that required federal clauses are included, often through standardized software-generated contract language. Nonetheless, staff should review the cited appendix so they can apply a basic reasonableness check and recognize when required provisions may be missing or inapplicable.

At minimum, check these federal regulations before procuring goods in federal projects:

- [2 C.F.R. §§ 200.318](#). The key take-aways here are that time and materials contracts can only be used in special circumstances, and there must be a cap!
- [2 C.F.R. §§ 200.319](#). Specifying particular brands is not allowed in federal projects.
- [2 C.F.R. §§ 200.320](#). Despite the other federal regulations, we are generally safe following our own small purchase and micro-purchase procedures (but document everything).



Grant notes that our Procurement Policy's thresholds for micro-purchases and small purchases are adopted for purposes of § 200.320(a)(1)(iii) and (a)(2)(ii). This adoption is what allows us to use the procedures. We use [this form](#) to "federalize" small purchase contracts.

- [2 C.F.R. §§ 200.321](#). We must take steps to assure that minority and women's businesses are used when possible (even in small purchases).
- [2 C.F.R. §§ 200.322](#). We must include a preference for goods produced or manufactured in the United States.
- [2 C.F.R. §§ 200.323](#). In appropriate cases, we must procure goods containing specified amounts of reclaimed materials.
- [2 C.F.R. §§ 200.324](#). For large contracts, we must perform our own cost analysis.
- [2 C.F.R. §§ 200.325](#). Upon request of the US or the a state pass-through agency, we must submit our procurement documents for inspection and approval.

Lastly, the Town's procurement procedures must avoid acquisition of unnecessary or duplicative items. ([They do.](#))

V. Conflicts of Interest in Federal Projects. No employee, officer, or agent ("Staff Member") may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the Staff Member, any member of his or her immediate family, his or her partner, or an organization which employs (or is about to employ) any of them, has a financial or other interest in (or a tangible personal benefit from) a firm considered for a contract.

The officers, employees, and agents of the Town may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Violation of any of the foregoing provisions of this Part V shall subject a Town employee, officer, or agent to disciplinary action under the Town's Personnel Policy.

The Town must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with the Federal awarding agency's policy. [2 CFR 200 § 200.113](#) further requires that, the Town disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

APPENDIX THREE

PROCUREMENT INSURANCE STANDARDS

Where the "Bridgewater Insurance Requirements (v1)" are incorporated into a procurement instrument, the text below is deemed included in any resulting contract, except as may be otherwise explicitly provided by the Town in writing:

During the term of this contract, the contractor shall procure and maintain insurance coverages with insurance companies rated by A. M. Best Company as A- or better. The company(ies) shall be authorized to do business under the laws of the Commonwealth of Virginia and be acceptable to the Town and shall provide the following minimum types of insurance:

- (1)** The contractor will maintain a general liability policy with at least \$1,000,000 combined single limits on an occurrence basis. If contractor shows a general aggregate limit, either the general aggregate limit shall apply separately per project/location or the general aggregate

limit shall be twice the required occurrence limit. The contractor's insurer must list the Town as an additional insured. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient.

(2) The contractor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. As an alternative, it is acceptable for the contractor to be insured by a group self-insurance association that is licensed by the Virginia Bureau of Insurance. The contractor will also carry employers' liability insurance with at least a

- \$100,000 bodily-injury-by-accident policy limit,
- \$500,000 bodily-injury-by-disease policy limit, and
- \$100,000 bodily-injury-by-disease (each employee) limit.

(3) The contractor will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written with a symbol "1."

(4) If the contractor is providing engineering or other professional services, it will maintain professional liability insurance with a limit of at least \$1,000,000. If the professional liability insurance is on a claims-made basis, contractor must maintain such insurance for at least three years beyond the expiration date of the policy in force at the time of this contract.

(5) When a new facility is being constructed, the contractor will maintain builders risk coverage on all-risk/special-form basis at replacement cost of the building and/or structures under construction for duration of the contract.

(6) The contractor will maintain Cyber Liability Insurance with limits not less than \$1,000,000 per occurrence or each claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by vendor/contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, cyber extortion, social engineering, infringement of intellectual property, including but not limited to invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

(7) The contractor will maintain Pollution Legal Liability or pollution/environmental

liability coverage with a limit of \$1,000,000. This insurance may be provided through a stand-alone policy or as part of a professional liability coverage combined policy. The policy will cover third-party injury and property damage, including cleanup costs as a result of pollution conditions arising from the contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion. This coverage should be required for work at certain sites where pollution exposures are likely or anticipated, including locations that have or have had ground fuel storage tanks, fueling or refueling operations or have been exposed to chemical spills or other pollutants. With all policies listed above, the insurer or agent of the insurer must issue a certificate of insurance to show evidence of coverage. Any wording limiting the insurer responsibility to notify the Town of any cancellation or non-renewal of the coverage must be removed.

The Town gratefully acknowledges the Virginia Risk Sharing Association for developing this language.

**A RESOLUTION REQUESTING
VIRGINIA DEPARTMENT OF TRANSPORTATION
TO ADD STREETS ONTO THE URBAN HIGHWAY SYSTEM
FOR MAINTENANCE PAYMENTS**

(Resolution R-192-1)

The Bridgewater Town Council requests the Virginia Department of Transportation to accept additional streets as shown on the attached Form U-1 into the Urban Highway System for maintenance payments in accordance with § 33.2-319 of the Code of Virginia.

Resolved this 13th day of January, 2026.

Mayor

I certify that this is a true copy of a resolution adopted on the 13th day of January, 2026, by the Council of the Town of Bridgewater, Virginia, upon the following vote:

| <u>Aye</u> | <u>Nay</u> | <u>Abstain</u> | <u>Not Present</u> | |
|------------|------------|----------------|--------------------|---------------|
| — | — | — | — | Mr. Schofield |
| — | — | — | — | Dr. Miracle |
| — | — | — | — | Mr. Bowman |
| — | — | — | — | Mayor Flory |
| — | — | — | — | Mr. Canada |
| — | — | — | — | Mr. Tongue |
| — | — | — | — | Ms. Curtis |

Date

Clerk

Appendix B

Form U-1 (rev. 7-1-17)

LOCAL ASSISTANCE DIVISION

VDOT

**REQUEST FOR STREET ADDITION, DELETIONS AND CONVERSIONS FOR
STREET PAYMENTS SECTION 33.2-319
CODE OF VIRGINIA**

MUNICIPALITY Bridgewater **DISTRICT** Staunton

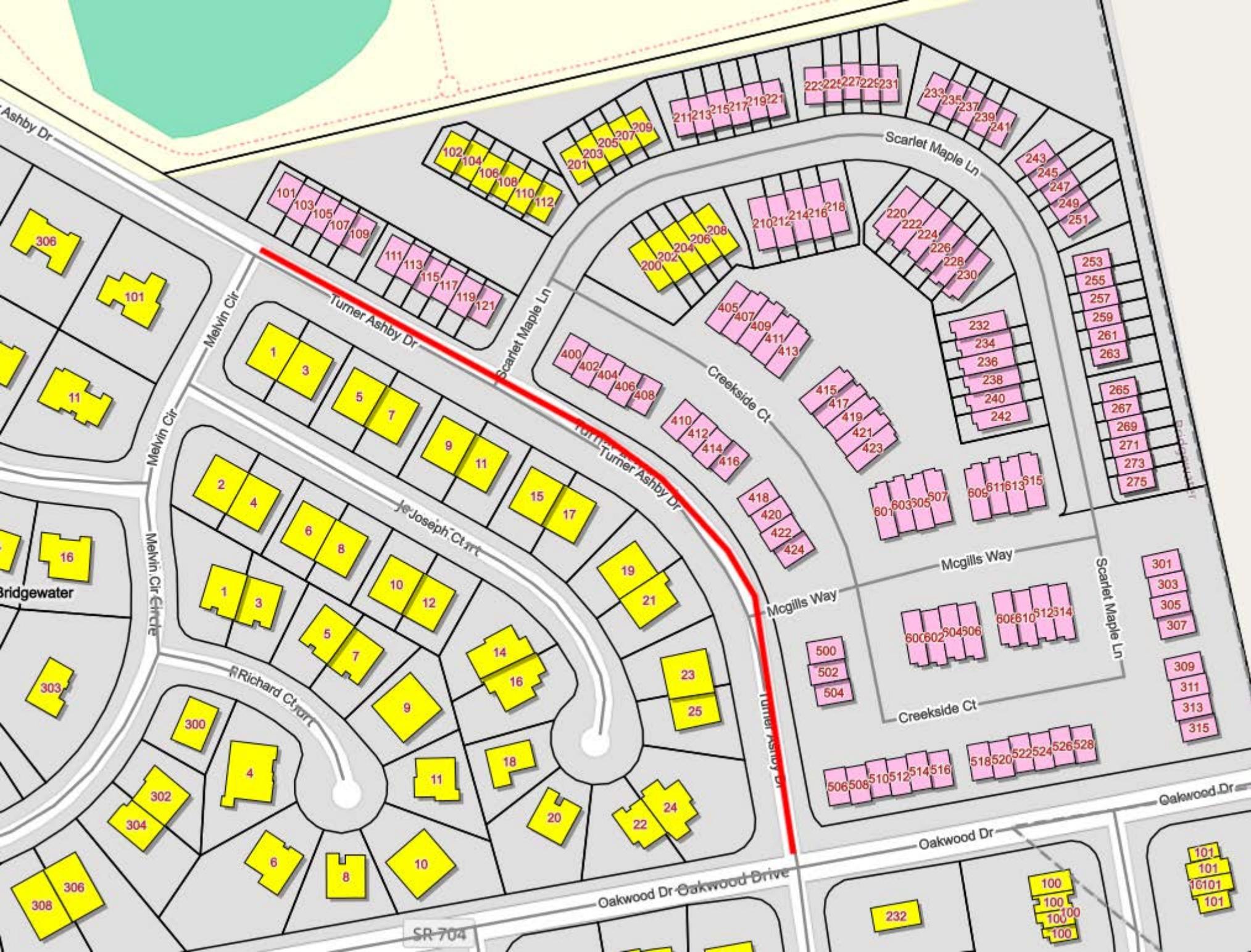
*** Council Resolution and Map Attached**

SIGNED _____ **MUNICIPAL OFFICIAL** _____ **DATE** _____

SIGNED _____ **AUTHORIZED VDOT OFFICIAL** _____ **DATE** _____

Submit to: District Point of Contact in triplicate

CLASSIFIED BY _____
T&MPD ENGINEER _____ DATE _____



DRAFT 17**CHAPTER 1. EROSION & STORMWATER**

[Article 1](#)....General Matters.

[Article 2](#)....Scope of Regulation; Requirements & Exemptions.

[Article 3](#)....Plans & Plan Review.

[Article 4](#)....Administration & Procedures.

Article 1. General

§ 15-100. Preamble. Pursuant to [§ 62.1-44.15:27](#) of the Code of Virginia, this ordinance is adopted as part of an initiative to integrate stormwater management requirements with the erosion and sediment control, flood insurance, and flood plain management into a consolidated erosion and stormwater management program. This erosion and stormwater management program is intended to facilitate the submission and approval of plans, issuance of permits, payment of fees, and coordination of inspection and enforcement activities for land-disturbing activities into a more convenient and efficient manner for both the Town and those responsible for compliance with these programs.

§ 15-101. Title, Purpose, and Authority.

(a) This Chapter shall be known as the "Erosion and Stormwater Management Ordinance of the Town of Bridgewater."

(b) The purpose of this ordinance is to ensure the general health, safety, and welfare of the citizens of Town, protect the quality and quantity of state waters from the potential harm of unmanaged stormwater and soil erosion, including protection from a land disturbing activity causing unreasonable degradation of properties, water quality, stream channels, and other natural resources, and to establish procedures whereby stormwater requirements related to water quality and quantity shall be administered and enforced.

(c) This ordinance is authorized by [§ 62.1-44.15:27](#) of the Code of Virginia.

DEQ Model Ordinance, [§ 1.1](#)

§ 15-102. Definitions. The following words and terms, when used in this Chapter, shall have the following meanings, unless the context clearly indicates otherwise.

(1) *"Agreement In Lieu Of A Plan":* A contract between the [Town](#) and the [Owner](#) or [Permittee](#) that specifies methods that shall be implemented to comply with the requirements of the [YESMA](#) and this

Chapter for the construction of a (i) single-family detached residential structure or (ii) [Farm Building or Structure](#) on a parcel of land with a total [Impervious Cover](#) percentage, including the impervious cover from the Farm Building or Structure to be constructed, of less than five percent; such contract may be executed by the Town in lieu of an [ESC Plan](#) or an [E&SM Plan](#).

Legislative Intent: *This definition does some heavy lifting. It establishes the principle that, for single-family residences and some farm structures, the Town may waive the requirement of an ESC Plan or an E&SM Plan, accepting only an agreement in an approved form from the Owner.*

(2) "Application": As used in this Chapter, the term means [E&SM Plan](#) and other documents necessary for the issuance of a [Construction General Permit](#) by the [Department](#). It may constitute part of a [Request](#), but Requests are creatures of local law, and Applications are focused on state law. An Applicant is a [Person](#) who files an Application.

(3) "Best Management Practice" or "BMP": Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices, including both structural and nonstructural practices, to prevent or reduce the [Pollution of State Waters](#).

(i) "Nonproprietary Best Management Practice": means both structural and nonstructural practices to prevent or reduce the pollution of State Waters that are in the public domain and are not protected by trademark or patent or copyright.

(ii) "Proprietary Best Management Practice": means both structural and nonstructural practices to prevent or reduce the pollution of State Waters that are privately owned and controlled and may be protected by trademark or patent or copyright.

(4) "Board": The State Water Control Board.

(5) "Channel": A natural stream or manmade waterway.

(6) "Clean Water Act" or "CWA": The federal Clean Water Act ([33 USC § 1251 et seq.](#)), formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500, as amended by Public Law 95-217, Public Law 95-576, Public Law 96-483, and Public Law 97-117, or any subsequent revisions thereto.

(7) "Common Plan of Development or Sale": A contiguous area where separate and distinct [Construction Activities](#) may be taking place at different times on different schedules.

Legislative Intent: *A common example would be a residential subdivision, even if lots are sold and houses are built at different times without a preset schedule, the subdivision would still constitute a Common Plan of Development or Sale.*

(8) "Construction Activity": Any clearing, grading, or excavation associated with [Large Construction Activity](#) or associated with [Small Construction Activity](#).

(9) "Control Measure": Any [BMP](#), [Stormwater Facility](#), or other method used to minimize the discharge of [Pollutants](#) to [State Waters](#).

(10) "CWA And Regulations": The [Clean Water Act](#) and applicable regulations published in the Code of Federal Regulations promulgated thereunder. For the purposes of this Chapter, it includes state program requirements.

(11) "Denuded": A term applied to land that has been physically disturbed and no longer supports vegetative cover.

(12) "Department": The Virginia Department of Environmental Quality.

(13) "Development": [Land Disturbance](#) and the resulting landform associated with the construction of residential, commercial, industrial, institutional, recreation, transportation, or utility facilities or structures or the clearing of land for nonagricultural or nonsilvicultural purposes. The regulation of discharges from Development, for purposes of stormwater management, does not include the exclusions found in [9VAC25-875-860](#).

Practice Note: *The cited regulation contains exceptions for a variety of discharges, from maritime sewage to irrigation return-flow. This definition, from the DEQ model, provides that such exemptions have no application to this Chapter.*

(14) "Dike": An earthen embankment constructed to confine or control water, especially one built along the banks of a river to prevent overflow of lowlands; levee.

(15) "Discharge": When used without qualification, means the [Discharge of a Pollutant](#).

(16) "Discharge Of A Pollutant":

- (i)** Any addition of any [Pollutant](#) or combination of Pollutants to [State Waters](#) from any [Point Source](#); or
- (ii)** Any addition of any Pollutant or combination of Pollutants to the waters of the contiguous zone or the ocean from any Point Source other than a vessel or other floating craft which is being used as a means of transportation.

This definition includes additions of Pollutants into [Surface Waters](#) from: [Surface Runoff](#) that is collected or channeled by man; discharges through pipes, sewers, or other conveyances owned by a state, municipality, or other [Person](#) that do not lead to a treatment works; and discharges through pipes, sewers, or other conveyances, leading into privately owned treatment works. This term does not include an addition of Pollutants by any indirect discharger.

(17) "Drainage Area": A land area, water area, or both from which runoff flows to a common point.

(18) "Energy Dissipator": A Nonerodible structure that reduces the velocity of concentrated flow to reduce its erosive effects.

(19) "Engineering Expert": An engineer, architect, surveyor, or landscape architect registered under Article 1, Chapter 4, Title 54.1 of the Code of Virginia (§ 54.1-400 et seq.).

(20) "Environmental Protection Agency" or "EPA": The United States Environmental Protection Agency.

(21) "Erosion And Sediment Control Plan" or "ESC Plan": A document containing material for the conservation of soil and water resources of a unit or group of units of land. It may include appropriate maps, an appropriate soil and water plan inventory and management information with needed interpretations, and a record of decisions contributing to conservation treatment. The plan shall contain all major conservation decisions to ensure that the entire unit or units of land will be so treated to achieve the conservation objectives.

Practice Note: The ESC Plan is one element of the E&SM Plan, with another other major unit being the Stormwater Management Plan.

(22) "Erosion Impact Area": An area of land that is not associated with a current Land-Disturbing Activity but is subject to persistent Soil Erosion resulting in the delivery of sediment onto neighboring properties or into State Waters. This definition shall not apply to any lot or parcel of land of 10,000 square feet or less used for residential purposes or to shorelines where the erosion results from wave action or other coastal processes.

(23) "ESC": Erosion and sediment control.

(24) "Farm Building Or Structure": The same as that term is defined in Va. Code, § 36-97 and also includes any building or structure used for agritourism activity, as defined in Va. Code, § 3.2-6400 and any related Impervious Surfaces, including roads, driveways, and parking areas.

(25) "Flood Fringe": The portion of the Floodplain outside the Floodway that is usually covered with water from the 100-year flood or storm event, including the flood or floodway fringe designated by the Federal Emergency Management Agency.

(26) "Flooding": A volume of water that is too great to be confined within the banks or walls of the stream, water body, or conveyance system and that overflows onto adjacent lands, thereby causing or threatening damage.

(27) "Floodplain": The area adjacent to a Channel, river, stream, or other water body that is susceptible to being inundated by water normally associated with the 100-year flood or storm event, including the floodplain designated by the Federal Emergency Management Agency.

(28) "Flood-Prone Area": The component of a natural or restored Stormwater Conveyance System

that is outside the [Main Channel](#). Flood-Prone Areas may include the [Floodplain](#), the [Floodway](#), the [Flood Fringe](#), [Wetlands](#), riparian buffers, or other areas adjacent to the Main Channel.

(29) "Floodway": The [Channel](#) of a river or other watercourse and the adjacent land areas, usually associated with flowing water, that must be reserved in order to discharge the 100-year flood or storm event without cumulatively increasing the water surface elevation more than one foot, including the floodway designated by the Federal Emergency Management Agency.

(30) "Construction General Permit" or "Permit": A permit, issued by the [Department](#), authorizing certain discharges from [Construction Activity](#) under the [CWA](#) and [VESMA](#) within a geographical area.

Legislative Intent: *In this Chapter, a "Permit" is issued by the Department. [Land-Disturbance Approval](#) is issued by the Town and may refer to a Permit.*

(31) "Impervious Cover": A surface composed of material that significantly impedes or prevents natural infiltration of water into soil.

(32) "Inspection": An on-site review of a project's compliance with any applicable design criteria, or an on-site review to obtain information or conduct surveys or investigations necessary in the implementation or enforcement of [VESMA](#) and applicable regulations.

(33) "Karst Area": Any land area predominantly underlain at the surface or shallow subsurface by limestone, dolomite, or other soluble bedrock regardless of any obvious surface karst features.

(34) "Karst Features": Sinkholes, sinking and losing streams, caves, large-flow springs, and other such landscape features found in karst areas.

(35) "Land Disturbance" or "Land-Disturbing Activity": A manmade change to the land surface that may result in [Soil Erosion](#) or has the potential to change its [Runoff Characteristics](#), including [Construction Activity](#) such as the clearing, grading, excavating, or filling of land.

(36) "Land-Disturbance Approval" or "LD Approval": An approval allowing a [Land-Disturbing Activity](#) to commence, issued by the Town, after all prerequisites have been satisfied.

Legislative Intent: *The Town's LD Approval is a form of permission, but it is not referred to as a "permit" in this Chapter, so as to avoid confusion with the [Construction General Permit](#) issued by the Department. Likewise, the person requesting LD Approval is referred to as a "Requester," rather than an "Applicant."*

(37) "Large Construction Activity": [Construction Activity](#) including clearing, grading, and excavation, except operations that result in the disturbance of less than five acres of total land area. It also includes the disturbance of less than five acres, if it is part of a [Common Plan of Development or Sale](#) which will ultimately disturb five acres or more. Routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of the facility is excluded.

(38) "Linear Development Project": A [Land-Disturbing Activity](#) that is linear in nature such as, but not limited to, (i) construction of electric and telephone utility lines and natural gas pipelines; (ii) construction of tracks, rights-of-way, bridges, communication facilities and related railroad structures; (iii) highway construction projects; (iv) construction of [Stormwater Channels](#) and stream restoration activities; and (v) water and sewer lines. Private subdivision roads or streets are not considered linear development projects.

(39) "Locality": A County, City, or Town, including the Town of Bridgewater.

(40) "Localized Flooding": Smaller-scale flooding that may occur outside of a [Stormwater Conveyance System](#), including high water, ponding, or standing water from [Stormwater Runoff](#), which is likely to cause property damage or unsafe conditions.

(41) "Main Channel": The portion of the [Stormwater Conveyance System](#) that contains the base flow and small frequent storm events.

(42) "Manmade": Constructed by man.

(43) "Minimize": To reduce or eliminate the discharge of [Pollutants](#) to the extent achievable using [Stormwater](#) controls that are technologically available and economically practicable.

(44) "Minor Modification": Modifications and amendments not requiring extensive review and evaluation, including changes in EPA-promulgated test protocols, increased monitoring frequency, changes in sampling locations, and changes to compliance dates within overall compliance schedules, provided they do not substantially alter [Permit](#) conditions, substantially change [Surface Water](#) impacts, increase the size of the operation, or reduce the capacity of the facility to protect human health or the environment.

(45) "Natural Channel Design Concepts": The utilization of engineering analysis and fluvial geomorphic processes to create, rehabilitate, restore, or stabilize an open conveyance system for the purpose of creating or recreating a stream that conveys its bankfull storm event within its banks and allows larger flows to access its bankfull bench and its [Floodplain](#).

(46) "Natural Stream": A tidal or nontidal watercourse that is part of the natural topography, usually maintaining a continuous or seasonal flow during the year and characterized by an irregular cross-section with a meandering course. Constructed channels such as drainage ditches or swales are not considered natural streams; however, channels designed using [Natural Channel Design Concepts](#) may be considered natural streams.

(47) "Nonerodible": A material (e.g., riprap, concrete, plastic) that will not experience surface wear due to natural forces.

(48) "Nonpoint Source Pollution": Pollution such as Sediment, nitrogen, phosphorus, hydrocarbons,

heavy metals, and toxics whose sources cannot be pinpointed but rather are washed from the land surface in a diffuse manner by [Stormwater](#).

(49) "Operator": Any [Person](#) who either (i) has direct operational control over construction plans and specifications, including the ability to make modifications, or (ii) has day-to-day operational control of site activities necessary to ensure compliance with a [SWPPP](#) or other [Permit](#) or [VESMP](#) authority conditions (i.e., they are authorized to direct workers at a site to carry out activities required by the [SWPPP](#) or comply with other Permit conditions).

(50) "Owner": The same as defined in Va. Code, [§ 62.1-44.3](#), *provided that*, for a regulated [Land-Disturbing Activity](#) that does not require a [Permit](#), "Owner" also means the owner or owners of the freehold of the premises or lesser estate therein, mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee, or other [Person](#) in control of a property.

(51) "Peak Flow Rate": The maximum instantaneous flow from a prescribed design storm at a particular location.

(52) "Percent Impervious": The impervious area within the site divided by the total area of the site multiplied by 100.

(53) "Permittee": The [Person](#) to whom a [Permit](#) is issued.

(54) "Person": Any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, county, city, town, or other political subdivision of the Commonwealth, governmental body (including a federal or state entity as applicable), any interstate body, or any other legal entity.

(55) "Point Of Discharge": A location at which concentrated stormwater runoff is released.

(56) "Point Source": Any discernible, confined, and discrete conveyance including any pipe, ditch, [Channel](#), tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel, or other floating craft from which [Pollutants](#) are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural stormwater runoff.

(57) "Pollutant Discharge": The average amount of a particular [Pollutant](#) measured in pounds per year or other appropriate reportable unit, delivered by [Stormwater](#) runoff.

(58) "Pollution": Such alteration of the physical, chemical, or biological properties of any [State Waters](#) as will or is likely to create a nuisance or render such waters harmful, detrimental, or injurious to public health, safety, or welfare; to the health of animals, fish, or aquatic life; unsuitable with reasonable treatment for present or possible future public water supply; or unsuitable for recreational, commercial, industrial, agricultural, or other reasonable uses, including conditions set forth by the [Board](#).

(59) "Post-development": Conditions that reasonably may be expected or anticipated to exist after completion of the land development activity on a specific [Site](#) or tract of land.

(60) "Predevelopment": Conditions that exist at the time that plans for the [Land-Disturbing Activity](#) are submitted to the [VESMP Authority](#). Where phased development or plan approval occurs, conditions prior to the commencement of Land-Disturbing Activity establish predevelopment conditions.

(61) "(The) Regulation": The Virginia Erosion and Stormwater Management Regulation, [25VAC25-875](#).

(62) "Request": A petition, in a form approved by the [Local Administrator](#), for [LD Approval](#). The petitioner is the "Requester."

(63) "Responsible Land Disturber" or "RLD": "Responsible land disturber" or "RLD" means an individual holding a certificate issued by the [Department](#) who is responsible for carrying out the [Land-Disturbing Activity](#) in accordance with the approved [ESC Plan](#) or [ESM Plan](#). The RLD may be the [Owner](#), applicant, [Requester](#), [Permittee](#), designer, superintendent, project manager, contractor, or any other project or development team member. The RLD must be designated on the ESC Plan, ESM Plan, or permit as defined in this Chapter as a prerequisite for engaging in land disturbance.

(64) "Runoff" or "Stormwater Runoff": That portion of precipitation that is discharged across the land surface or through conveyances to one or more waterways.

(65) "Runoff Characteristics": Include maximum velocity, peak flow rate, volume, and flow duration.

(66) "Sediment Basin": A temporary impoundment built to retain sediment and debris with a controlled [Stormwater](#) release structure.

(67) "Site": The land or water area where any facility or [Land-Disturbing Activity](#) is physically located or conducted, including adjacent land used or preserved in connection with such facility or Land-Disturbing Activity.

(68) "Small Construction Activity": Either of the following:

(i) Construction activities including clearing, grading, and excavating that results in land disturbance of equal to or greater than one acre and less than five acres. Small Construction Activity also includes the disturbance of less than one acre of total land area that is part of a larger [Common Plan of Development or Sale](#) if the larger common plan will ultimately disturb equal to or greater than one and less than five acres. Small Construction Activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the facility.

DEQ Note: The following provision is enforced by DEQ and is included here for reference. The Department may waive the otherwise applicable requirements in a general permit for a stormwater discharge from construction activities that disturb less than five acres where stormwater controls are not needed based on an approved TMDL that addresses the pollutants of concern or, for nonimpaired waters that do not require TMDLs, an equivalent analysis that determines allocations for small construction sites for the pollutants of concern or that determines that such allocations are not needed to protect water quality based on consideration of existing in-stream concentrations, expected growth in pollutant contributions from all sources, and a margin of safety. For the purpose of this note, the pollutants of concern include sediment or a parameter that addresses sediment (such as total suspended solids, turbidity, or siltation) and any other pollutant that has been identified as a cause of impairment of any water body that will receive a discharge from the Construction Activity. The Operator shall certify to the department that the Construction Activity will take place, and stormwater discharges will occur, within the Drainage Area addressed by the TMDL or provide an equivalent analysis.

As of the start date in Table 1 of 9VAC25-31-1020, all certifications submitted in support of the waiver shall be submitted electronically by the Owner or operator to the Department in compliance with this note and 40 CFR Part 3 (including, in all cases, 40 CFR Part 3 Subpart D), 9VAC25-875-940, and Part XI (9VAC25-31-950 et seq.) of the VPDES Permit regulation. Part XI of 9VAC25-31 is not intended to undo existing requirements for electronic reporting. Prior to this date, and independent of Part XI of 9VAC25-31, Permittees may be required to report electronically if specified by a particular permit.

(ii) Any other Construction Activity designated by either the Department or the EPA regional administrator, based on the potential for contribution to a violation of a water quality standard or for significant contribution of Pollutants to Surface Waters.

(69) "Soil Erosion": The movement of soil by wind or water into State Waters or onto lands in the Commonwealth.

(70) "Soil Erosion Control and Stormwater Management Plan," or "E&SM Plan": A document describing methods for controlling soil erosion and managing stormwater in accordance with the requirements adopted pursuant to VESMA. The E&SM plan includes material aspects of the ESC Plan and the SWM Plan, as each is described in this Chapter.

(71) "Soil Expert": A soil scientist or wetland professional licensed under Chapter 22, Title 54.1 of the Code of Virginia (§ 54.1-2200 et seq.).

(72) "Stabilized": Land that has been treated to withstand normal exposure to natural forces without incurring erosion damage.

(73) "State": The Commonwealth of Virginia.

(74) "State Water Control Law": Chapter 3.1 ([§ 62.1-44.2 et seq.](#)) of Title 62.1 of the Code of Virginia.

(75) "State Waters": All water, on the surface and under the ground, wholly or partially within or bordering the Commonwealth or within its jurisdiction, including [Wetlands](#).

(76) "Stormwater": Precipitation that is discharged across the land surface or through conveyances to one or more waterways and that may include stormwater runoff, snow melt runoff, and surface runoff and drainage.

(77) "Stormwater Conveyance System": A combination of drainage components that are used to convey stormwater discharge, either within or downstream of the [Land-Disturbing Activity](#). This includes:

(i) "Manmade stormwater conveyance system," A pipe, ditch, vegetated swale, or other stormwater conveyance system constructed by man except for restored stormwater conveyance systems;

(ii) "Natural stormwater conveyance system," The [Main Channel](#) of a [Natural Stream](#) and the [Flood-Prone Area](#) adjacent to the Main Channel; or

(iii) "Restored stormwater conveyance system," A stormwater conveyance system that has been designed and constructed using [Natural Channel Design Concepts](#). Restored stormwater conveyance systems include the Main Channel and the [Flood-Prone Area](#) adjacent to the Main Channel.

(78) "Stormwater Management Facility": A control measure that controls stormwater runoff and changes the characteristics of that runoff including the quantity and quality, the period of release or the velocity of flow.

(79) "Stormwater Management Plan" or "SWM Plan": A document containing material describing methods for complying with the requirements of the [VESMP](#).

(80) "Stormwater Pollution Prevention Plan" or "SWPPP": A document that is prepared in accordance with good engineering practices and that identifies potential sources of [Pollutants](#) that may reasonably be expected to affect the quality of [Stormwater](#) discharges. A SWPPP required under the [VESMP](#) for [Construction Activities](#) shall identify and require the implementation of control measures and shall include or incorporate by reference an approved [ESC Plan](#), an approved [SWM Plan](#), and a pollution prevention plan.

(81) "Subdivision": As defined in Va. Code, [§ 15.2-2201](#).

(82) "Surface Waters":

(i) All waters that are currently used, were used in the past, or may be susceptible to use in

interstate or foreign commerce, including all waters that are subject to the ebb and flow of the tide;

(ii) All interstate waters, including interstate [Wetlands](#);

(iii) All other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, [Wetlands](#), sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce including any such waters:

- (•)** That are or could be used by interstate or foreign travelers for recreational or other purposes;
- (•)** From which fish or shellfish are or could be taken and sold in interstate or foreign commerce; or
- (•)** That are used or could be used for industrial purposes by industries in interstate commerce;

(iv) All impoundments of waters otherwise defined as surface waters under this definition;

(v) Tributaries of waters identified in paragraphs (i) through (iv) of this definition;

(vi) The territorial sea; and

(vii) Wetlands adjacent to waters (other than waters that are themselves [Wetlands](#)) identified in paragraphs (i) through (vi) of this definition.

Waste treatment systems, including treatment ponds or lagoons designed to meet the requirements of the [CWA](#) and the law, are not surface waters. Surface waters do not include prior converted cropland. Notwithstanding the determination of an area's status as prior converted cropland by any other agency, for the purposes of the CWA, the final authority regarding the CWA jurisdiction remains with the [EPA](#).

(83) *"Total maximum daily load" or "TMDL"* : The sum of the individual [Wasteload Allocations](#) for [Point Sources](#), load allocations for [Nonpoint Sources](#), natural background loading, and a margin of safety. TMDLs can be expressed in terms of either mass per time, toxicity, or other appropriate measure. The TMDL process provides for [Point](#) versus [Nonpoint Source](#) trade-offs.

(84) *"Town" or "VESMP Authority"* : The Town of Bridgewater, Virginia.

(85) *"Virginia Erosion and Stormwater Management Act" or "VESMA"* : Article 2.3 ([§ 62.1-44.15.24 et seq.](#)) of Chapter 3.1, Title 62.1 of the Code of Virginia.

(86) *"Virginia Erosion and Stormwater Management Program" or "VESMP"* : A program established by the [VESMP Authority](#) for the effective control of [Soil Erosion](#) and sediment deposition and the management of the quality and quantity of [Runoff](#) resulting from [Land-Disturbing Activities](#)

to prevent the unreasonable degradation of properties, stream channels, waters, and other natural resources. The program shall include such items as local ordinances, rules, requirements for permits and [Land-Disturbance Approvals](#), policies and guidelines, technical materials, and requirements for plan review, inspection, and enforcement consistent with the requirements of [VESMA](#).

(87) "Virginia Pollutant Discharge Elimination System Permit" or "VPDES permit": A document issued by the department pursuant to the [State Water Control Law](#) authorizing, under prescribed conditions, the potential or actual [Discharge of Pollutants](#) from a [Point Source](#) to [Surface Waters](#).

(88) "Wasteload Allocation" or "Wasteload": The portion of a receiving surface water's loading or assimilative capacity allocated to one of its existing or future [Point Sources](#) of [Pollution](#). Wasteload allocations are a type of water quality-based effluent limitation.

(89) "Water Quality Technical Criteria": Standards set forth in regulations adopted pursuant to [VESMA](#) that establish minimum design criteria for measures to control [Nonpoint Source Pollution](#).

(90) "Water Quantity Technical Criteria": Standards set forth in regulations adopted pursuant to [VESMA](#) that establish minimum design criteria for measures to control [Localized Flooding](#) and stream channel erosion.

(91) "Watershed": A defined land area drained by a river or stream, karst system, or system of connecting rivers or streams such that all surface water within the area flows through a single outlet. In [Karst Areas](#), the [Karst Feature](#) to which water drains may be considered the single outlet for the watershed.

(92) "Wetlands": Those areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

DEQ Model Ordinance, [§ 1.2](#)

§ 15-103. Virginia Erosion and Stormwater Management Program Established. Pursuant to [§ 62.1-44.15:27](#) of the Code of Virginia, the Town hereby establishes a Virginia Erosion and Stormwater Management Program for [Land-Disturbing Activities](#) and adopts the Virginia Erosion and Stormwater Management Regulation that specify standards and specifications for VESMPs promulgated by the State Water Control Board for the purposes set out in [§ 15-101](#) of this Chapter.

The Town hereby designates the Town Manager as the Local Administrator of the Virginia Erosion and Stormwater Management Program established by this Chapter, though he may act through such other employees as he deems appropriate.

DEQ Model Ordinance, [§ 2.1](#)

Article 2. Scope of Regulation; Requirements & Exemptions.

§ 15-104. Classification of Land Disturbing Activities.

For purposes of this section, the extent of a [Land-Disturbing Activity](#) which is part of a [Common Plan of Development or Sale](#) includes the entire development subject to the common plan.

Practice Note: *When applying this section, start with the first sentence, immediately above. If you don't, you'll get things wrong.*

Legislative Intent: *For example, 3,000 square feet of Land-Disturbing Activity within a development of 0.70 acres would be treated as 0.70 acres.*

- (a)** Land-Disturbing Activity that disturbs less than 10,000 square feet is not regulated by this Chapter but still requires the issuance of [LD Approval](#). In these situations, the [Local Administrator](#) will issue LD Approval upon a simple showing that the Land-Disturbing Activity is, in fact, exempt.
- (b)** Land-Disturbing Activity that disturbs at least 10,000 square feet but less than one acre is subject to criteria defined in Article 2 ([9VAC25-875-540](#) *et seq.*) of Part V of the Virginia Erosion and Stormwater Management Regulation. In these situations, the Local Administrator will issue LD Approval upon the Town's approval of a [Request](#) including an [ESC Plan](#) and the Requester's execution of the attendant documents.

An [Agreement in Lieu of a Plan](#) may be substituted for for an ESC Plan in certain circumstances. See [§15-102\(1\)](#).

Practice Note: *In Bridgewater, Agreements in Lieu of a Plan will most often be used for single-family residential construction.*

- (c)** Land-Disturbing Activity that disturbs one acre or more is subject to criteria defined in Article 2 ([9VAC25-875-540](#) *et seq.*) **and** Article 3 ([9VAC25-875-570](#) *et seq.*) of Part V. In these situations, the Local Administrator will issue LD Approval upon (i) his approval of an [E&SM Plan](#), (ii) the approval of a [SWPPP](#), (iii) the [Department's](#) issuance of the [Construction General Permit](#), and (iv) Requester's execution of the attendant documents.

An [Agreement in Lieu of a Plan](#) may be substituted for the requirements of clauses (i)-(iv) above in in certain circumstances. See [§15-102\(1\)](#).

This paragraph (c) is also subject to the "grandfathering" provisions in [9VAC25-875-670](#) *et seq.*, [9VAC25-875-480](#), and [9VAC25-875-490](#).

Legislative Intent: *For this paragraph and paragraph (b) above, such "attendant documents" might include an [Agreement in Lieu of a Plan](#) or a bond under § 15-120.*

§ 15-105. VESMA Exemptions.

(a) Notwithstanding any other provisions of this Chapter, the following activities are not required to comply with the requirements of this Chapter unless otherwise required by federal law:

- (1)** Minor Land-Disturbing Activities, including home gardens and individual home landscaping, repairs, and maintenance work;
- (2)** Installation, maintenance, or repair of any individual service connection;
- (3)** Installation, maintenance, or repair of any underground utility line when such activity occurs on an existing hard surfaced road, street, or sidewalk, provided the Land-Disturbing Activity is confined to the area of the road, street, or sidewalk that is hard surfaced;
- (4)** Installation, maintenance, or repair of any septic tank line or drainage field unless included in an overall plan for Land-Disturbing Activity relating to construction of the building to be served by the septic tank system;
- (5)** Permitted surface or deep mining operations and projects, or oil and gas operations and projects conducted pursuant to [Title 45.2](#) of the Code of Virginia;
- (6)** Clearing of lands specifically for bona fide agricultural purposes; the management, tilling, planting, or harvesting of agricultural, horticultural, or forest crops; livestock feedlot operations; agricultural engineering operations, including construction of terraces, terrace outlets, check dams, desilting basins, [Dikes](#), ponds, ditches, strip cropping, lister furrowing, contour cultivating, contour furrowing, land drainage, and land irrigation; or as additionally set forth by the Board in regulations. However, this exception shall not apply to harvesting of forest crops unless the area on which harvesting occurs is reforested artificially or naturally in accordance with the provisions of Title 10, Chapter 11 ([§ 10.1-1100](#) *et seq.*) of the Code of Virginia or is converted to bona fide agricultural or improved pasture use as described in subsection (B) of Va. Code [§ 10.1-1163](#);
- (7)** Installation of fence and sign posts or telephone and electric poles and other kinds of posts or poles;
- (8)** *Reserved.*
- (9)** Repair or rebuilding of the tracks, rights-of-way, bridges, communication facilities, and other related structures and facilities of a railroad company;
- (10)** Land-Disturbing Activities in response to a public emergency where the related work requires immediate authorization to avoid imminent endangerment to human health or the environment. In such situations, the Town shall be advised of the disturbance within seven days of commencing the Land-Disturbing Activity, and compliance with the administrative requirements of § 15-106

below is required within 30 days of commencing the Land-Disturbing Activity; and

(11) Discharges to a sanitary sewer or a combined sewer system; that are not from a Land-Disturbing Activity.

(b) Notwithstanding anything to the contrary in this Chapter, and in accordance with [VESMA](#), the following activities, are required to comply with the soil erosion control requirements **but** are not required to comply with the [Water Quantity](#) and [Water Quality Technical Criteria](#), unless otherwise required by federal law:

(1) Activities under a state or federal reclamation program to return an abandoned property to an agricultural or open land use;

(2) Routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original construction of the project. The paving of an existing road with a compacted or impervious surface and reestablishment of existing associated ditches and shoulders shall be deemed routine maintenance if performed in accordance with this paragraph (b)(2); and

(3) Discharges from a Land-Disturbing Activity to a sanitary sewer or a combined sewer system.

DEQ Model Ordinance, [§ 3.3](#)

§ 15-106. General Prohibition; Requests.

(a) No [Person](#) shall conduct any [Land-Disturbing Activity](#) subject to this Chapter until the [Local Administrator](#) has issued [LD Approval](#) for it. This prohibition applies equally to the entity performing the construction and any landowner or tenant of the property authorizing construction.

(b) The plans to be submitted as part of a [Request](#) for LD Approval are controlled by [§ 15-104](#), *provided that*, to the extent allowed by [§ 15-102\(2\)](#), for single-family residences or certain farm structures, the Town may allow an [Agreement in Lieu of a Plan](#), instead of the plans which would otherwise be required.

(c) In the Request, the Requester must provide the name of the certified [Responsible Land Disturber](#) who will be assisting the landowner with respect to the Land-Disturbing Activity.

DEQ Model Ordinance, [§ 3.1](#)

Article 3. Plans & Plan Review

§ 15-107. Review of Requests.

Legislative Intent: In the DEQ Model ordinance, this section applies to E&SM Plans and Applications. We broaden the scope to include all parts of Requests.

(a) The [Local Administrator](#) shall approve or disapprove [Requests](#) according to the following:

- (1)** The Local Administrator shall determine the completeness of any Request within 15 days after receipt, and shall act on any Request within 60 days after it has been determined to be complete.
- (2)** The Town shall issue either [LD Approval](#) or denial and provide written rationale for any denial.
- (3)** Prior to issuing a LD Approval, the Local Administrator shall be required to obtain verification of the [Construction General Permit](#), when such coverage is required.
- (4)** The Local Administrator also shall determine whether any resubmittal of a previously disapproved Request is complete within 15 days after receipt and shall act on the resubmitted Request within 45 days after receipt.

(b) Reserved.

DEQ Model Ordinance, [§ 3.2](#)

Practice Note: *The Town may coordinate E&SM Plan review with the Department under [9VAC25-875-120](#).*

§ 15-108. Stormwater Pollution Prevention Plan; Contents of Plans.

- (a)** A [SWPPP](#) shall include, but not be limited to, an approved [ESC Plan](#), an approved [SWM Plan](#), a pollution prevention plan for regulated [Land-Disturbing Activities](#), and a description of any additional control measures necessary to address a [TMDL](#) pursuant to paragraph (d) of this section.
- (b)** An [E&SM Plan](#) consistent with [VESMA](#) and regulations must be designed and implemented during construction activities. Prior to Land-Disturbance, this plan must be approved by the Town in accordance with VESMA, this Chapter, and attendant regulations.
- (c)** A pollution prevention plan (see [§ 15-110](#)) that identifies potential sources of Pollutants that may reasonably be expected to affect the quality of [Stormwater](#) discharges from the construction site and describe control measures that will be used to minimize [Pollutants](#) in Stormwater discharges from the construction site must be developed before Land-Disturbance commences.
- (d)** In addition to the requirements of paragraphs (a) through (c) above, if a specific [Wasteload Allocation](#) for a [Pollutant](#) has been established in an approved TMDL and is assigned to stormwater discharges from a [Construction Activity](#), additional [Control Measures](#) must be identified and implemented by the operator so that [Discharges](#) are consistent with the assumptions and requirements of the Wasteload Allocation.
- (e)** The SWPPP must address the following requirements as specified in [40 CFR 450.21](#), to the extent otherwise required by state law or regulations and any applicable requirements of a state permit:
 - (1)** Control Stormwater volume and velocity within the site to minimize soil erosion;

(2) Control stormwater discharges, including both peak flow rates and total stormwater volume, to minimize erosion at outlets and to minimize downstream [Channel](#) and stream bank erosion;

(3) Minimize the amount of soil exposed during [Construction Activity](#);

(4) Minimize the disturbance of steep slopes;

(5) Minimize [Sediment](#) discharges from the [Site](#). The design, installation and maintenance of erosion and sediment controls must address factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting [Stormwater Runoff](#), and soil characteristics, including the range of soil particle sizes expected to be present on the site;

(6) Provide and maintain natural buffers around surface waters, direct Stormwater to vegetated areas to increase sediment removal and maximize stormwater infiltration, unless infeasible;

(7) Minimize soil compaction and, unless infeasible, preserve topsoil;

(8) [Stabilization](#) of disturbed areas must, at a minimum, be initiated immediately whenever any clearing, grading, excavating, or other earth disturbing activities have permanently ceased on any portion of the site, or temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days. Stabilization must be completed within a period of time determined by the the Town. In arid, semiarid, and drought-stricken areas where initiating vegetative Stabilization measures immediately is infeasible, alternative Stabilization measures must be employed as specified by the Town; and

(9) Utilize outlet structures that withdraw water from the surface, unless infeasible, when discharging from basins and impoundments.

(f) The [SWPPP](#) shall be amended whenever there is a change in design, construction, operation, or maintenance that has a significant effect on the discharge of pollutants to state waters and that has not been previously addressed in the SWPPP. The SWPPP must be maintained at a central location onsite. If an onsite location is unavailable, notice of the SWPPP's location must be posted near the main entrance at the construction site.

DEQ Model Ordinance, [§ 4.1](#)

§ 15-109. Stormwater Management Plan; Contents of Plan.

(a) An [SWM Plan](#) shall be developed and submitted to the [Local Administrator](#). The SWM Plan shall be implemented as approved or modified by the Local Administrator and shall be developed in accordance with the following:

(1) A SWM Plan for a [Land-Disturbing Activity](#) shall apply the stormwater management technical criteria set forth in this ordinance and Article 4 ([9VAC25-875-670 et seq.](#)) of Part V of the

Regulation to the entire Land-Disturbing Activity. Individual lots in new residential, commercial, or industrial developments, including those developed under subsequent owners, shall not be considered separate Land-Disturbing Activities.

(2) An SWM Plan shall consider all sources of surface Runoff and all sources of subsurface and groundwater flows converted to surface Runoff.

(b) A complete SWM Plan shall include the following elements:

(1) Information on the type of and location of Stormwater discharges, information on the features to which Stormwater is being discharged including surface waters or Karst Features if present, and Predevelopment and Post-Development Drainage Areas;

(2) Contact information including the name, address, telephone number, and email address of the Owner and the tax reference number and parcel number of the property or properties affected;

(3) A narrative that includes a description of current Site conditions and final Site conditions or if allowed by the Town, the information provided and documented during the review process that addresses the current and final Site conditions;

(4) A general description of the proposed Stormwater Management Facilities and the mechanism through which the facilities will be operated and maintained after construction is complete;

(5) Information on the proposed Stormwater Management Facilities, including (i) detailed narrative on the conversion to a long-term Stormwater Management Facility if the facility was used as a temporary ESC measure; (ii) the type of facilities; (iii) location, including geographic coordinates; (iv) acres treated; and (v) the Surface Waters or Karst features into which the facility will discharge;

(6) Hydrologic and hydraulic computations, including runoff characteristics;

(7) Documentation and calculations verifying compliance with the water quality and water quantity requirements of these regulations;

(8) A map of the site that depicts the topography of the Site and includes:

(i) All contributing Drainage Areas;

(ii) Existing streams, ponds, culverts, ditches, wetlands, other water bodies, and Floodplains;

(iii) Soil types, geologic formations if Karst Features are present in the area, forest cover, and other vegetative areas;

(iv) Current land use including existing structures, roads, and locations of known utilities and easements;

- (v) Sufficient information on adjoining parcels to assess the impacts of Stormwater from the Site on these parcels;
- (vi) The limits of clearing and grading, and the proposed drainage patterns on the Site;
- (vii) Proposed buildings, roads, parking areas, utilities, and Stormwater Management Facilities; and
- (viii) Proposed land use with tabulation of the percentage of surface area to be adapted to various uses, including planned locations of utilities, roads, and easements;

(9) If an operator intends to meet the requirements established in [9VAC25-875-580](#) (Water Quality Criteria) or [9VAC25-875-600](#) (Water Quantity) through the use of off-site compliance options, where applicable, then a letter of availability from the off-site provider must be included; and

(10) The fee and the required fee form in accordance with [§ 15-124](#) below must have been submitted.

(c) All final plan elements, specifications, or calculations of the SWM Plans whose preparation requires an [Engineering Expert](#) or a [Soil Expert](#) shall be appropriately signed and sealed by a professional who is licensed to engage in practice in the Commonwealth of Virginia. Nothing in this paragraph shall authorize any person to engage in practice outside his area of professional competence.

DEQ Model Ordinance, [§ 4.2](#)

§ 15-110. Pollution Prevention Plan; Contents of Plans.

(a) A plan for implementing [Pollution](#) prevention measures during [Construction Activities](#) shall be developed, implemented, and updated as necessary. The Pollution prevention plan shall detail the design, installation, implementation, and maintenance of effective Pollution prevention measures as specified in [40 CFR 450.21](#)(d) to minimize the discharge of pollutants. At a minimum, such measures must be designed, installed, implemented, and maintained to:

(1) Minimize the discharge of Pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Wash waters must be treated in a [Sediment Basin](#) or alternative control that provides equivalent or better treatment prior to discharge;

(2) Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste, and other materials present on the site to precipitation and to [Stormwater](#); and

(3) Minimize the discharge of pollutants from spills and leaks and implement chemical spill and

leak prevention and response procedures.

(b) The pollution prevention plan shall include effective best management practices to prohibit the following discharges in accordance with 40 CFR 450.21(e):

- (1)** Wastewater from washout of concrete, unless managed by an appropriate control;
- (2)** Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds, and other construction materials;
- (3)** Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance; and
- (4)** Soaps or solvents used in vehicle and equipment washing.

(c) Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, are prohibited unless managed by appropriate controls in accordance with 40 CFR 450.21(c).

DEQ Model Ordinance, [§ 4.3](#)

§ 15-111. Erosion and Sediment Control Plan; Contents of Plans.

(a) When an [ESC Plan](#) is required, it shall be filed for an entire development and the buildings constructed within, regardless of the phasing of construction. The Erosion and Sediment Control Plan shall contain all major conservation decisions to ensure that the entire unit or units of land will be so treated to achieve the conservation objectives in [9VAC25-875-560](#). The ESC Plan may include

- (1)** Appropriate maps;
- (2)** An appropriate soil and water plan inventory and management information with needed interpretations; and
- (3)** A record of decisions contributing to conservation treatment.

(b) The Requester shall also identify the [Responsible Land Disturber](#) for the project.

(c) If individual lots or sections in a residential development are being developed by different landowners, all [Land-Disturbing Activities](#) related to the building construction shall be covered by an Erosion and Sediment Control Plan or an Agreement in Lieu of a Plan signed by the property owner.

Practice Note: *The tension between paragraph (a) and paragraph (c) rests on the identity of the Requester. If one Requester is building the entire development, paragraph (a) applies to everything in the development. If multiple Requesters will be constructing structures in the development, paragraph (c) requires those Requesters to submit Requests for their individual lots.*

DEQ Model Ordinance, [§ 4.4](#)

§ 15-112. Technical Criteria for Regulated Land-Disturbing Activities.

(a) To protect the quality and quantity of [State Water](#) from the potential harm of unmanaged stormwater runoff resulting from [Land-Disturbing Activities](#), the Town hereby adopts the technical criteria for regulated Land-Disturbing Activities set forth in Part V of 9VAC25-875 expressly to include

- (•)** [9VAC25-875-580](#) [water quality design criteria requirements];
- (•)** [9VAC25-875-590](#) [water quality compliance];
- (•)** [9VAC25-875-600](#) [water quantity];
- (•)** [9VAC25-875-610](#) [offsite compliance options];
- (•)** [9VAC25-875-620](#) [design storms and hydrologic methods];
- (•)** [9VAC25-875-640](#) [linear development project];
- (•)** [9VAC25-875-650](#) [stormwater management impoundment structures or facilities];

which shall apply to all Land-Disturbing Activities regulated pursuant to this Chapter, except as expressly set forth in paragraph (b) of this section.

(b) Any Land-Disturbing Activity shall be considered grandfathered and be subject to Article 4 ([9VAC25-875-670](#) *et seq.*) of Part V of the Regulation if:

(1) A proffered or conditional zoning plan, zoning with a plan of development, preliminary or final subdivision plat, preliminary or final site plan, or any document determined by the Town to be equivalent thereto (i) was approved by the Town prior to July 1, 2012, (ii) provided a layout as defined in [9VAC25-875-670](#), (iii) will comply with the technical criteria of Article 4 of Part V of 9VAC25-875, and (iv) has not been subsequently modified or amended in a manner resulting in an increase in the amount of phosphorus leaving each [Point of Discharge](#), and such that there is no increase in the volume or rate of runoff;

(2) A permit was not issued prior to July 1, 2014; and

(3) Land-Disturbance did not commence prior to July 1, 2014.

(c) Town, state, and federal projects shall be considered grandfathered by the Town and shall be subject to the technical criteria of Article 4 of Part V of 9VAC25-875 provided:

(1) There has been an obligation of locality, state, or federal funding, in whole or in part, prior to July 1, 2012, or the Department has approved an SWM Plan prior to July 1, 2012;

(2) A permit has not been issued prior to July 1, 2014; and

(3) Land-Disturbance did not commence prior to July 1, 2014.

(d) Land-Disturbing Activities grandfathered under paragraphs (a) and (b) of this section shall remain subject to the technical criteria of Article 4 of Part V of 9VAC25-875 for one additional permit cycle. After such time, portions of the project not under construction shall become subject to any new technical criteria adopted by the [Board](#).

(e) In cases where governmental bonding or public debt financing has been issued for a project prior to July 1, 2012, such project shall be subject to the technical criteria of Article 4 of Part V of 9VAC25-875.

(f) Nothing in this section shall preclude an [Operator](#) from constructing to a more stringent standard at his discretion.

DEQ Model Ordinance, [§ 5.1](#)

§ 15-113. Changes to Plans. The Town may require changes to a plan approved under this Chapter in the following cases:

(i) Where [Inspection](#) has revealed that the plan is inadequate to satisfy applicable regulations or ordinances; or

(ii) Where the Owner finds that because of changed circumstances or for other reasons the plan cannot be effectively carried out, and proposed amendments to the plan, consistent with the requirements of [VESMA](#), and the objectives of this Chapter, and are agreed to by the Town and the Owner.

DEQ Model Ordinance, [§ 3.1](#)

§ 15-114. Multijurisdictional Projects. The Town may enter into an agreement with an adjacent VESMP authority regarding the administration of multijurisdictional projects, specifying who shall be responsible for all or part of the administrative procedures. Should adjacent VESMP authorities fail to reach such an agreement, each shall be responsible for administering the area of the multijurisdictional project that lies within its jurisdiction.

DEQ Model Ordinance, [§ 3.1](#)

§ 15-115. Post-Development Nonpoint Nutrient Runoff. No exception to, or waiver of, [Post-Development](#) nonpoint nutrient runoff compliance requirements shall be granted unless offsite options have been considered and found not available in accordance with subsection (D) of [§ 62.1-44.15:35](#) of the Code of Virginia.

DEQ Model Ordinance, [§ 3.1](#)

§ 15-116. Erosion Impact Areas. In order to prevent further erosion, the Town may require approval of an [ESC Plan](#) and an [SWM Plan](#) for any land it identifies as an [Erosion Impact Area](#). ([§ 62.1-44.15:34](#).)

Article 4. Administration & Procedures

§ 15-117. Long-Term Maintenance of Permanent Stormwater Facilities.

(a) The [Operator](#) shall submit a construction record drawing for permanent [Stormwater Management Facilities](#) to the Town in accordance with [9VAC25-875-535](#). The record drawing shall contain a statement signed by an [Engineering Expert](#), stating that to the best of their knowledge, the construction record drawing shows all adjustments and revisions to the [SWM Plan](#) made during construction and serve as a permanent record of the actual location of all constructed elements.

(b) The Town shall require the provision of long-term responsibility for and maintenance of Stormwater Management Facilities and other techniques specified to manage the quality and quantity of runoff. Such requirements shall be set forth in an instrument recorded in the local land records prior to general permit termination or earlier as required by the Town and shall at a minimum:

(1) Be submitted to the Town for review and approval prior to the approval of the Stormwater Management Plan;

(2) Be stated to run with the land;

(3) Provide for all necessary access to the property for purposes of maintenance and regulatory inspections;

(4) Provide for inspections and maintenance and the submission of inspection and maintenance reports to the Town; and

(5) Be enforceable by all appropriate governmental parties.

(c) At the discretion of the Town Manager, such recorded instruments need not be required for Stormwater Management Facilities designed to treat stormwater runoff primarily from an individual residential lot on which they are located, provided it is demonstrated to the satisfaction of the Town that future maintenance for those facilities will be addressed through an enforceable mechanism at the discretion of the Town.

(d) If a recorded instrument is not required pursuant to paragraph (c) above, the Town shall develop a strategy for addressing maintenance of Stormwater Management Facilities designed to treat stormwater runoff primarily from an individual residential lot on which they are located. Such a strategy may include periodic [Inspections](#), homeowner outreach and education, or other method targeted at promoting the long-term maintenance of such facilities. Such facilities shall not be subject to the requirement for an Inspection to be conducted by the Town or its duly authorized agent.

§ 15-118. Monitoring and Inspections.

(a) The Town shall inspect the [Land-Disturbing Activity](#) during construction for:

- (1)** Compliance with the approved [ESC Plan](#);
- (2)** Compliance with the approved [SWM Plan](#);
- (3)** Development, updating, and implementation of a pollution prevention plan; and
- (4)** Development and implementation of any additional control measures necessary to address a [TMDL](#).

(b) The Town shall conduct periodic [Inspections](#) on all projects during construction. The Town shall either:

- (1)** Provide for an Inspection during or immediately following initial installation of erosion and sediment controls, at least once in every two-week period, within 48 hours following any runoff producing storm event, and at the completion of the project prior to the release of any performance bonds; or
- (2)** Establish an alternative inspection program which ensures compliance with the approved [ESC Plan](#). Any alternative inspection program shall be:
 - (i)** Approved by the [Department](#) prior to implementation;
 - (ii)** Established in writing;
 - (iii)** Based on a system of priorities that, at a minimum, address the amount of disturbed project area, site conditions and stage of construction; and
 - (iv)** Documented by Inspection records.

(c) The Town shall establish an Inspection program that ensures that permanent [Stormwater Management Facilities](#) are being adequately maintained as designed after completion of Land-Disturbing Activities. Inspection programs shall:

- (1)** Be approved by the Department;
- (2)** Ensure that each Stormwater Management Facility is inspected by the Town, or its designee, (not to include the [Owner](#), except as provided in paragraphs (d) and (e) below) at least once every five years; and
- (3)** Be documented by records.

(d) The Town may utilize the Inspection reports of the Owner of a Stormwater Management Facility as part of an Inspection program established in paragraph (b) above if the Inspection is conducted by a person who is licensed as an [Engineering Expert](#); a person who works under the direction and oversight of an Engineering Expert; or a person who holds an appropriate certificate of competence from the Department.

(e) If a recorded instrument is not required pursuant to [9VAC25-875-130](#), the Town shall develop a strategy for addressing maintenance of stormwater Management Facilities designed to treat [Stormwater](#) runoff primarily from an individual residential lot on which they are located. Such a strategy may include periodic Inspections, homeowner outreach and education, or other method targeted at promoting the long-term maintenance of such facilities. Such facilities shall not be subject to the requirement for an inspection to be conducted by the Town.

DEQ Model Ordinance, [§ 5.3](#)

§ 15-119. Governmental Cooperation. The Town may cooperate and enter into agreements with any federal or state agency in connection with the requirements for Land-Disturbing Activities in accordance with [§ 62.1-44.15:50](#) of the Code of Virginia.

DEQ Model Ordinance, [§ 3.1](#)

§ 15-120. Hearings.

(a) Any Requester or [Person](#) subject to the requirements of this Chapter, aggrieved by any action of the Town taken without a formal hearing, or by inaction of the Town, may demand in writing a formal hearing by the Town Council's Administrative Appeals Committee ("AAC") causing such grievance, provided a petition requesting such hearing is filed with the [Local Administrator](#) within 30 days after notice of such action is given by the Local Administrator.

(b) The hearings held under this section shall be conducted by a single member of the AAC designated by the AAC to conduct such hearings on the Committee's behalf (the "Hearing Officer") at any other time and place authorized by the AAC. The Hearing Officer shall make a decision based solely on the record presented.

(c) A verbatim record of the proceedings of such hearings shall be taken and filed with the Hearing Officer. Depositions may be taken and read as in actions at law.

(d) The Hearing Officer shall have power to issue subpoenas and subpoenas duces tecum, and at the request of any party shall issue such subpoenas. The failure of a witness without legal excuse to appear or to testify or to produce documents shall be acted upon by the Town, whose action may include the procurement of an order of enforcement from the circuit court. Witnesses who are subpoenaed shall receive the same fees and reimbursement for mileage as in civil actions.

(e) The Hearing Officer's written decision shall constitute a final decision.

DEQ Model Ordinance, [§ 5.4](#)

§ 15-121. Appeals.

Parties to the [§ 15-120](#) hearing and any persons filing written comments to the Hearing Officer, may seek judicial review of the decision, provided that an appeal is filed in the appropriate court within 30 days from the date of the written decision.

DEQ Model Ordinance, [§ 5.5](#)

§ 15-122. Right of Entry.

(a) The [Local Administrator](#) or any duly authorized agent thereof may, at reasonable times and under reasonable circumstances, enter any establishment or upon any property, public or private, for the purpose of obtaining information or conducting surveys or investigations necessary in the enforcement of the provisions of this Chapter.

(b) In accordance with a performance bond with surety, cash escrow, letter of credit, any combination thereof, or other legal arrangement, the Local Administrator, or any duly authorized agent thereof, may also enter any establishment or upon any property, public or private, for the purpose of initiating or maintaining appropriate actions that are required by conditions imposed by the Town on a [Land-Disturbing Activity](#) when an [Owner](#), after proper notice, has failed to take acceptable action within the time specified.

DEQ Model Ordinance, § 5.6

§ 15-123. Enforcement.

(a) If the [Local Administrator](#) determines that there is a failure to comply with the conditions of the [Land Disturbance Approval](#) or a [Construction General Permit](#) or there is an unauthorized [Discharge](#), notice shall be served upon the [Requester](#), [Permittee](#), or other [Person](#) responsible for carrying out such conditions by any of the following:

- (i)** Verbal warnings and inspection reports,
- (ii)** Notices of corrective action,
- (iii)** Consent special orders, and
- (iv)** Notices to comply.

Written notices shall be served by registered or certified mail to the address specified in the [Request](#) or by delivery at the [Site](#) of the development activities to the agent or employee supervising such activities.

(1) The notice shall specify the measures needed to comply with the conditions of the [Permit](#) or [LD Approval](#) and shall specify the time within which such measures shall be completed. Upon failure to comply within the time specified, a stop work order may be issued in accordance with paragraph (a)(2) below, or the LD Approval may be revoked by the Local Administrator (along with any Permit included in the LD Approval).

(2) If the Person served with such a notice fails to comply fully within the time specified, the Local Administrator may issue an order requiring the [Owner](#), [Permittee](#), other Person responsible for carrying out an approved plan (or a person conducting the [Land-Disturbing Activity](#) without an approved plan or required Permit) to cease all Land-Disturbing Activity until the violation of the LD Approval or Permit has ceased, or an approved plan and required permits are obtained, and specified corrective measures have been completed.

Such orders shall become effective upon service on the Person by certified mail, return receipt requested, sent to his address specified in the land records of the Town, or by personal delivery by the Local Administrator.

Additionally, if the Local Administrator finds that any such violation is grossly affecting or presents an imminent and substantial danger of causing harmful erosion of lands or sediment deposition in waters within the watersheds of the Commonwealth or otherwise substantially impacting water quality, he may issue, without advance notice or hearing, an emergency order directing such Person to cease immediately all Land-Disturbing Activity on the site and shall provide an opportunity for a hearing, after reasonable notice as to the time and place thereof, to such person, to affirm, modify, amend, or cancel such emergency order. If a Person who has been issued an order is not Complying with the terms thereof, the Local Administrator may institute a proceeding for an injunction, mandamus, or other appropriate remedy in accordance with paragraph (c) below.

(b) In addition to any other remedy provided by this Chapter, if the Local Administrator determines that there is a failure to comply with the provisions of this Chapter, he may initiate such informal and/or formal administrative enforcement procedures in a manner that is consistent with the Bridgewater Utility Reference Manual.

(c) Any person violating or failing, neglecting, or refusing to obey any rule, regulation, ordinance, order, approved standard or specification, or any permit condition issued by the Local Administrator may be compelled in a proceeding instituted in Rockingham County Circuit Court to obey same and to comply therewith by injunction, mandamus or other appropriate remedy.

(1) Violations for which a penalty may be imposed under this section shall include but not be limited to the following:

(i) No state permit registration;

- (ii) No [SWPPP](#);**
- (iii) Incomplete SWPPP;**
- (iv) SWPPP not available for review;**
- (v) No approved [Erosion and Sediment Control Plan](#);**
- (vi) Failure to install [Stormwater BMP's](#) or erosion and sediment controls;**
- (vii) Stormwater BMPs or erosion and sediment controls improperly installed or maintained;**
- (viii) Operational deficiencies;**
- (ix) Failure to conduct required inspections;**
- (x) Incomplete, improper, or missed inspections; and**
- (xi) Discharges not in compliance with the requirements of [9VAC25-880-70](#).**

- (2) The Local Administrator may issue a summons for collection of the civil penalty and the action may be prosecuted in the appropriate court.**
- (3) In imposing a civil penalty pursuant to this Subsection, the court may consider the degree of harm caused by the violation and also the economic benefit to the violator from noncompliance.**
- (4) Any civil penalties assessed by a court as a result of a summons issued by the Town shall be paid into the treasury of the Town to be used for the purpose of minimizing, preventing, managing, or mitigating pollution of the waters of the locality and abating environmental pollution therein in such manner as the court may, by order, direct.**
- (e) Notwithstanding any other civil or equitable remedy provided by this ordinance or by law, any person who willfully or negligently violates any provision of this ordinance, any order of the Administrator, any condition of a permit, or any order of a court shall, be guilty of a misdemeanor punishable by confinement in jail for not more than 12 months or a fine of not less than \$2,500 nor more than \$32,500, or both.**
- (f) Notwithstanding any other provision of this section, the actual receipt of a document by the intended recipient, by any means, satisfies any requirement for service by a particular method.**

DEQ Model Ordinance, [S.5.7](#)

§ 15-124. Fees.

- (a) Fees for the filing of [Requests](#) for [Land Disturbance Approval](#), in part to cover costs associated with implementation of a [VESMP](#) related to [Land-Disturbing Activities](#) and issuance of [Construction](#)**

General Permit shall be imposed in accordance with Table 1.

Note from DEQ Model: Such fee attributes include the costs associated with plan review, VESMP registration statement review, permit issuance, state-coverage verification, inspections, reporting, and compliance activities associated with Land-Disturbing Activities as well as state program oversight costs. When a site or sites has been purchased for development within a previously permitted Common Plan of Development or Sale, the [Requester] shall be subject to fees ("TOTAL FEE" column) in accordance with the disturbed acreage of their site or sites according to Table 1.

Table 1: Fees for Request Filing

| LAND DISTURBANCE TYPE | TOTAL FEE PAID BY REQUESTER | DEQ SHARE |
|---|-----------------------------|------------|
| Land-Disturbing Activity < 10,000 sq ft (including all areas the Requester will disturb under a Common Plan of Development or Sale) | \$209 | Local only |
| <i>"General/Stormwater Management —Small Construction Activity/ Land Clearing"</i> | | |
| Land Disturbing Activity \geq 10,000 sq ft but $<$ 1 acre (including all areas the Requester will disturb under a Common Plan of Development or Sale) | \$290 | \$81 |
| <i>"General/Stormwater Management —Small Construction Activity/ Land Clearing"</i> | | |
| Land Disturbing Activity \geq 1 acre but $<$ 5 acres (including all areas the Requester will disturb under a Common Plan of Development or Sale) | \$2,700 | \$756 |
| <i>"General/Stormwater Management —Large Construction Activity/ Land Clearing"</i> | | |
| Land Disturbing Activity \geq 5 acres but $<$ 10 acres (including all areas the Requester will disturb under a Common Plan of Development or Sale) | \$3,400 | \$952 |

| | | |
|--|---------|---------|
| <i>"General/Stormwater Management —Large Construction Activity/ Land Clearing"</i> | | |
| Land Disturbing Activity \geq 10 acres but $<$ 50 acres (including all areas the Requester will disturb under a Common Plan of Development or Sale) | \$4,500 | \$1,260 |
| <i>"General/Stormwater Management —Large Construction Activity/ Land Clearing"</i> | | |
| Land Disturbing Activity \geq 50 acres but $<$ 100 acres (including all areas the Requester will disturb under a Common Plan of Development or Sale) | \$6,100 | \$1,708 |

Notes:

(•) If the project is completely administered by the Department (e.g., certain state or federal projects, or projects covered by individual permits), the entire Request fee shall be paid to the Department.

(•) The fees designated by this table apply whether the Request is based on a plan or an Agreement in Lieu of a Plan.

(b) Fees for the modification or transfer of registration statements from the [Construction General Permit](#) issued by the [Department](#) shall be imposed in accordance with Table 2. If the Construction General Permit modifications result in changes to [Stormwater Management Plans](#) that require additional review by the Town, such reviews shall be subject to the fees set out in Table 2. The fee assessed shall be based on the total disturbed acreage of the [Site](#). In addition to the Construction General Permit modification fee, modifications resulting in an increase in total disturbed acreage shall pay the difference in the initial Request fee paid and the Request fee that would have applied for the total disturbed acreage in Table 1.

Table 2: Fees for the modification or transfer of registration statements for the General

Permit for Discharges of Stormwater from Construction Activities.

| Type of Permit | Fee Amount |
|---|------------|
| <i>"General/Stormwater Management—Small Construction Activity/ Land Clearing"</i> Land Disturbing Activity < 1 acre (including all areas the Requester will disturb under a Common Plan of Development or Sale) | \$20 |
| <i>"General/Stormwater Management—Small Construction Activity/ Land Clearing"</i> Land Disturbing Activity \geq 1 acre but < 5 acres (including all areas the Requester will disturb under a Common Plan of Development or Sale) | \$200 |
| <i>"General/Stormwater Management—Large Construction Activity/ Land Clearing"</i> Land Disturbing Activity \geq 5 acres but < 10 acres (including all areas the Requester will disturb under a Common Plan of Development or Sale) | \$250 |
| <i>"General/Stormwater Management—Large Construction Activity/ Land Clearing"</i> Land Disturbing Activity \geq 10 acres but < 50 acres (including all areas the Requester will disturb under a Common Plan of Development or Sale) | \$300 |
| <i>"General/Stormwater Management—Large Construction Activity/ Land Clearing"</i> Land Disturbing Activity \geq 50 acres but < 100 acres (including all areas the Requester will disturb under a Common Plan of Development or Sale) | \$450 |
| <i>"General/Stormwater Management—Large Construction Activity/ Land Clearing"</i> Land Disturbing Activity \geq 100 acres (including all areas the Requester will disturb under a Common Plan of Development or Sale) | \$700 |

(c) The following annual fees for Construction General Permit maintenance shall be imposed in accordance with Table 3, such fees applying until the Construction General Permit coverage is terminated and also applying to expired permits that have been administratively continued.

Table 3: Construction General Permit Maintenance Fees

| Type of Permit | Fee Amount |
|--|------------|
| <p><i>"General/Stormwater Management—Small Construction Activity/ Land Clearing"</i></p> <p>Land Disturbing Activity < 1 acre (including all areas the Requester will disturb under a Common Plan of Development or Sale)</p> | \$50 |
| <p><i>"General/Stormwater Management—Small Construction Activity/ Land Clearing"</i></p> <p>Land Disturbing Activity \geq 1 acre but < 5 acres (including all areas the Requester will disturb under a Common Plan of Development or Sale)</p> | \$400 |
| <p><i>"General/Stormwater Management—Large Construction Activity/ Land Clearing"</i></p> <p>Land Disturbing Activity \geq 5 acres but < 10 acres (including all areas the Requester will disturb under a Common Plan of Development or Sale)</p> | \$500 |
| <p><i>"General/Stormwater Management—Large Construction Activity/ Land Clearing"</i></p> <p>Land Disturbing Activity \geq 10 acres but < 50 acres (including all areas the Requester will disturb under a Common Plan of Development or Sale)</p> | \$650 |
| <p><i>"General/Stormwater Management—Large Construction Activity/ Land Clearing"</i></p> <p>Land Disturbing Activity \geq 50 acres but < 100 acres (including all areas the Requester will disturb under a Common Plan of Development or Sale)</p> | \$900 |
| <p><i>"General/Stormwater Management—Large Construction Activity/ Land Clearing"</i></p> <p>Land Disturbing Activity \geq 100 acres (including all areas the Requester will disturb under a Common Plan of Development or Sale)</p> | \$1,450 |

Note: Fees specified in this table go to the Town.

Construction General Permit coverage maintenance fees shall be paid annually to the Town, by the anniversary date of permit coverage. No Construction General Permit will be reissued or automatically

continued without payment of the required fee. Construction General Permit fees shall be applied until a Notice of Termination is effective.

(d) The fees set forth in paragraphs (a)-(c) of this section, shall apply to:

(1) All [Persons](#) seeking coverage under the Construction General Permit.

(2) All permittees who request modifications to or transfers of their existing registration statement for coverage under the Construction General Permit.

(3) Persons whose coverage under the Construction General Permit has been revoked shall apply to the Department for an Individual Permit for Discharges of Stormwater From Construction Activities.

Legislative Intent: *This paragraph (d) derives from the DEQ Model Ordinance. The list Persons responsible for fees is not exclusive. For example, with Land Disturbing Activity less than one acre, there is no coverage under the Construction General Permit, but there is still a fee.*

(e) Permit and permit coverage maintenance fees outlined under this section may apply to each Construction General Permit holder.

(f) No fees will be assessed to:

(1) Requesters applying for [Minor Modifications](#) to [Construction General Permits](#). Permit modifications sought by the Requester resulting in changes to [SWM Plans](#) that require additional review by the [Local Administrator](#) shall not be exempt pursuant to this section.

(2) Permittees whose Construction General Permits are modified or amended at the initiative of the Department, excluding errors in the registration statement identified by the [Local Administrator](#) or errors related to the acreage of the site.

(g) All incomplete payments will be deemed as nonpayments, and the Requester shall be notified of any incomplete payments. Interest may be charged for late payments at the underpayment rate set forth in [§ 58.1-15](#) of the Code of Virginia and is calculated on a monthly basis at the applicable periodic rate. A 10% late payment fee shall be charged to any delinquent (over 90 days past due) account. The Town shall be entitled to all remedies available under the Code of Virginia in collecting any past due amount.

DEQ Model Ordinance, [§ 5.8](#)

§ 15-125. Performance Bond.

(a) Prior to issuance of any permit, the [Requester](#) shall be required to submit a reasonable performance bond with surety, cash escrow, letter of credit, any combination thereof, or such other legal arrangement acceptable to the [Local Administrator](#), to ensure that measures could be taken by

the Town at the Requester's expense should he fail, after proper notice, within the time specified to initiate or maintain appropriate actions which may be required of him by the permit conditions as a result of his Land-Disturbing Activity. If the Town takes such action upon such failure by the Requester, it may collect from the Requester for the difference should the amount of the reasonable cost of such action exceed the amount of the security held, if any. Within 60 days of the completion of the requirements of the permit conditions, such bond, cash escrow, letter of credit or other legal arrangement, or the unexpended or unobligated portion thereof, shall be refunded to the Requester or terminated.

(b) The standard amount of the bond and surety required by paragraph (a) above shall be \$2,500 per acre of disturbance, or portion thereof. (Beginning January 1, 2027, this standard amount shall be automatically increased by the annual increase in the U.S. Department of Labor's Consumer Price Index—All Urban Consumers, based on the most recent 12 month-period for which data is available.) A Requester may file a petition for a reduction in the amount of the bond, and the Local Administrator shall grant the petition if he finds by clear and convincing evidence that a reduced bond is sufficient to fund the work required by the Permit.

(c) The bond and surety required by paragraph (a) may be combined with other bonds and surety required by the Town, provided that the provisions of paragraph (a) above are satisfied with respect to the portion of the bond applicable to this Chapter.

DEQ Model Ordinance, § 5.9

MINUTES
Industrial Development Authority
Town of Bridgewater, Virginia

December 15, 2025

Present: *Debbie Byerly, Morgan Eye, Dick Harper, Lisa Hawkins, William B. Kyger, and Brad Neher.*

Absent: *Jeff Carr*

Others Present: *Alexander M. Wilmer, Advisor & Secretary
Robyn Whiting, Treasurer
Elliott and Jessica Peachey, Blue Ridge Engraving*

On Monday, December 15, 2025 at 6:06 p.m., the Bridgewater Industrial Development Authority met at Arey Assembly Hall, 201 Green Street, to consider a proposed lease agreement for 423 North Main Street.

Minutes: The June 6, 2025 minutes were approved as presented.

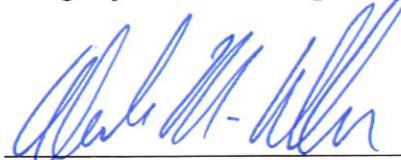
Proposed Lease Agreement: Mr. Wilmer briefly explained the history of 423 North Main and the IDA's involvement with that property. Mr. Wilmer introduced Elliott and Jessica Peachey, owners of Blue Ridge Engraving. They've operated an engraving business since 2012, and are very interested in leasing the space at 423 North Main. Blue Ridge Engraving offers personalized laser engraving of items on wood or metal objects. The Peacheys explained the history of their business and their current need for a new space to operate their business and gift shop. Mr. Wilmer met with Mrs. Peachey to view 423, and it appeared sufficient for their business needs. The Peacheys recently moved to Bridgewater and were very happy to potentially have their business located so close to their home. IDA members asked some general questions about the business. The Peacheys confirmed their current corporate name as noted in the draft lease agreement.

Mr. Wilmer noted that the proposed lease was for one year at a rate of \$1,500 per month, renewable for two, one-year terms plus an annual CPI increase. There were no further questions about the proposed lease agreement.

Mr. Neher made a motion to approve the proposed lease agreement with Blue Ridge Engraving LLC. Seconded by Ms. Eye. Those voting aye: Byerly, Eye, Harper, Hawkins, Kyger, and Neher. Those voting nay: None. Not present: Carr

Other Business: None

There being no more business, the meeting adjourned at 6:30 p.m.



Alexander M. Wilmer, Secretary
Bridgewater Industrial Development Authority



December 2025 Police Report- Bridgewater

Police Calls for service: 521 (200 Extra Patrols)

Case Reports: 10

Incident Reports: 26

Total Traffic Crashes: 6

DMV Crash Reports: 1

Arrests: 1

Summons: 29

Notable BPD activity:

We had a great 2025 year! Our annual report will be posted on our police page in the next few weeks. Check out all the great things that happened over 2025.

Dec.-Christmas Parade was a success and was well attended.

Jan. 19th 10am MLK march Oakdale Park-Main St.-Dinkel Ave.-onto BC campus.

Feb. 7th 3pm-6pm Cocoa with a Cop at the Ice Rink

Thank you, Chief Phillip Read



Town of Bridgewater
POLICE DEPARTMENT

201 Green Street, Bridgewater, Virginia 22812

Phone: (540) 828-2611

Fax: (540) 828-0136

police@bridgewater.town



CRIME TRENDS

Town of Bridgewater, Virginia

| Group A Offense | Jan-25 | Feb.- 25 | Mar-25 | Apr-25 | May-25 | Jun-25 | Jul-25 | Aug-25 | Sep-25 | Oct-25 | Nov-25 | Dec-25 | Total |
|--------------------------------|--------|----------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------|
| Crimes Against Persons | | | | | | | | | | | | | |
| Homicide | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Kidnapping/Abduction | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Forcible Sex Offenses | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 |
| Robbery | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Aggravated Assault | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 4 |
| Simple Assault/Intimidation | 2 | 0 | 5 | 0 | 4 | 5 | 3 | 2 | 1 | 1 | 3 | 3 | 29 |
| Non-forcible Sex Offenses | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Crimes Against Property | | | | | | | | | | | | | |
| Arson | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Extortion/Blackmail | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Burglary | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| Larceny | 4 | 3 | 2 | 2 | 6 | 3 | 2 | 0 | 4 | 2 | 4 | 1 | 33 |
| Motor Vehicle Theft | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 |
| Counterfeiting/Forgery | 0 | 1 | 1 | 0 | 0 | 1 | 0 | 1 | 1 | 0 | 0 | 0 | 5 |
| Fraud | 4 | 4 | 3 | 4 | 1 | 1 | 2 | 3 | 3 | 3 | 3 | 1 | 32 |
| Embezzlement | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Stolen Property | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| Property Damage/Vandalism | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 2 | 1 | 2 | 2 | 0 | 8 |
| Bribery | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Crimes Against Society | | | | | | | | | | | | | |
| Drug Offenses | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 3 |
| Pornography/Obscene Material | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Gambling | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Prostitution | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Weapon Law Violations | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |