



Elkton Town Council Agenda
Elkton Area Community Center
20593 Blue & Gold Drive - Elkton, VA 22827
December 16, 2024 – 6:00 p.m.

Unless otherwise indicated or unless relocated by the Council, agenda items will be taken in order. The Council reserves the right to remove, add, and/or relocate agenda items as necessary. Public Hearings will begin promptly at the advertised time.

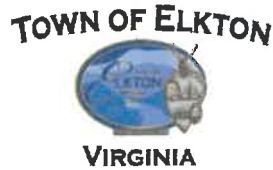
1. CALL TO ORDER – ROLL CALL
 - a. Invocation
 - b. Pledge of Allegiance
2. ADOPTION OF AGENDA
3. OATHS OF OFFICE
4. PUBLIC COMMENT (Please see “Rules for Citizen Comments at Council Meetings”)
5. CONSENT AGENDA
 - a. Minutes
6. COMMITTEE REPORTS
 - a. Public Utilities – R. Workman (Chair)
 - b. Parks & Recreation – V. Fulginiti (Chair)
 - c. Policy & Personnel – R. Michael (Chair)
 - d. Special Projects & Economic Development – A. Napotnik (Chair)
 - e. Finance – J. Hensley (Chair)
 - f. Public Safety – L. Heidel (Chair)
7. TOWN MANAGER’S REPORT
 - a. Staff reports
8. TOWN ATTORNEY’S REPORT
9. UNFINISHED BUSINESS
 - a. Obligate funding from the American Rescue Plan Act (ARPA)
 - b. Contract of Purchase for Unimproved Land and Disclosure (Mt. Pleasant Road property)

10. NEW BUSINESS

- a. Resignation of Kenneth Monger from Board of Zoning Appeals
- b. 2025 Vice-Mayor appointment for two year term and discuss committee appointments

11. MAYOR'S BUSINESS

12. ADJOURNMENT



Staff Report/Recommendation

REQUESTED: Town Manager Greg Lunsford

MEETING DATE: December 16, 2024

SUBJECT/TOPIC: Adoption of Agenda

BACKGROUND: Council may add items to the agenda.

ACTION REQUESTED:

Information Only	☐	Discussion	☐	Reports	☐
Action Item	☒	Public Hearing	☐	Closed Session	☐

FINANCIAL IMPACT:

Budgeted: YES ☐ NO ☐ No Financial Impact ☒
Amount: N/A
Budget Line Item: N/A

If expenditure of funds is required, the amount and the line item name/number that the funds are to be taken from must be stated. If funds are not available in the appropriate line item but they are available in a different line item within the department, this must be explained. If no funds are to be expended, simply state "There is no financial impact to the Town."

STAFF RECOMMENDATION: That Council adopt the Agenda as presented.

APPROVAL: 
Greg Lunsford, Town Manager

ATTACHMENTS: None

Request(s) to be added to the agenda MUST be received within five (5) working days prior to the meeting date. All pertinent information MUST be attached in order for this item to be placed on the agenda.



Staff Report/Recommendation

REQUESTED: Town Manager Greg Lunsford

MEETING DATE: December 16, 2024

SUBJECT/TOPIC: Oaths of Office

BACKGROUND: A Clerk from the Rockingham County Circuit Court will be at the December 16, 2024 meeting to administer the Oath of Office to the recently elected Mayor and Town Council members.

ACTION REQUESTED:

Information Only ☒	Discussion ☐	Reports ☐
Action Item ☐	Public Hearing ☐	Closed Session ☐

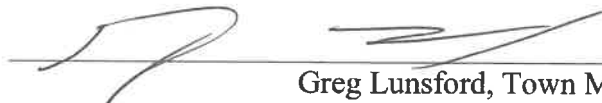
FINANCIAL IMPACT:

Budgeted: YES ☐ NO ☐ No Financial Impact ☒
 Amount: N/A
 Budget Line Item: N/A

If expenditure of funds is required, the amount and the line item name/number that the funds are to be taken from must be stated. If funds are not available in the appropriate line item but they are available in a different line item within the department, this must be explained. If no funds are to be expended, simply state "There is no financial impact to the Town."

STAFF RECOMMENDATION: N/A

APPROVAL:


 Greg Lunsford, Town Manager

ATTACHMENTS: None

Request(s) to be added to the agenda MUST be received within five (5) working days prior to the meeting date. All pertinent information MUST be attached in order for this item to be placed on the agenda.



Staff Report/Recommendation

REQUESTING DEPARTMENT: Town Manager Greg Lunsford

MEETING DATE: December 16, 2024

SUBJECT/TOPIC: Consent Agenda

BACKGROUND: N/A

ACTION REQUESTED:

Information Only ☐ Discussion ☐ Reports ☐
Action Item ☒ Public Hearing ☐ Closed Session ☐

FINANCIAL IMPACT:

Budgeted: YES ☐ NO ☐ No Financial Impact ☒
Amount: N/A
Budget Line Item: N/A

If expenditure of funds is required, the amount and the line item name/number that the funds are to be taken from must be stated. If funds are not available in the appropriate line item but they are available in a different line item within the department, this must be explained. If no funds are to be expended, simply state "There is no financial impact to the Town."

STAFF RECOMMENDATION: That Council approve the Consent Agenda as presented.

APPROVAL:  _____
Greg Lunsford, Town Manager

ATTACHMENTS: Minutes

Request(s) to be added to the agenda MUST be received within five (5) working days prior to the meeting date. All pertinent information MUST be attached in order for this item to be placed on the agenda.

**TOWN OF ELKTON
COUNCIL MEETING
October 21, 2024
6:00 p.m.**

A Town Council meeting was held on October 21, 2024 at 6:00 p.m. at the Elkton Area Community Center, located at 20593 Blue and Gold Drive, Elkton, Virginia, with Mayor Joshua J. Gooden presiding.

Present: Mayor Joshua J. Gooden, Vice-Mayor Rick Workman, Council Member Jan Hensley, Council Member Virginia Fulginiti, Council Member Rachel Michael, Council Member Aaron Napotnik, and Council Member Louis Heidel.

Also Present: Town Manager Greg Lunsford, Town Attorney Quinton Callahan, Chief of Police Mike King, Public Works Director Gaither Hurt, Community Development Director Delores Hammer, Treasurer Donna Curry and Clerk of Council Denise Monger.

REGULAR COUNCIL MEETING

Mayor Gooden called the meeting to order and the Clerk was asked to call the roll.

Council Member Fulginiti gave the Invocation. All present were asked to join in the Pledge of Allegiance.

ADOPTION OF AGENDA

Council member Hensley moved, seconded by Council member Michael, and carried to adopt the agenda as presented.

YEAS: J. Hensley, V. Fulginiti, R. Workman, R. Michael, A. Napotnik, and L. Heidel

NAYS: None

VOTE: (6 – 0 voice vote) Motion carried

AWARD/PRESENTATION

2024 Big Brothers Big Sisters Nonprofit Mentor Award – Billie Jo Dofflemeyer

The Big Brothers Big Sisters organization had accepted nominations from individuals in the corporate sector who exemplified qualities of a mentor in their workplace in a formal or informal capacity. Billie Joe Dofflemeyer was awarded the 2024 Big Brothers Big Sisters Nonprofit Mentor Award.

Presentation of \$2,000 to American Breast Cancer Foundation

The Town of Elkton Cruise-in was held on September 21, 2024. Money donated during the event would go to the American Breast Cancer Foundation in the amount of \$2,000.

PUBLIC HEARINGS

Resolution authorizing the issuance by the Town of a general obligation revenue bond in the aggregate maximum amount not to exceed \$4,000,000

Present: Mayor Joshua J. Gooden, Vice-Mayor Rick Workman, Council Member Jan Hensley, Council Member Virginia Fulginiti, Council Member Rachel Michael, Council Member Aaron Napotnik, and Council Member Louis Heidel.

Also Present: Town Manager Greg Lunsford, Town Attorney Quinton Callahan, Chief of Police Mike King, Public Works Director Gaither Hurt, Community Development Director Delores Hammer, Treasurer Donna Curry and Clerk of Council Denise Monger.

Comments

Mr. Lunsford stated that the Town needed to do the drinking water project. The VDH – Virginia Resource Authority offered loans to the Town with an interest rate of between 1.6 – 2.6%. He noted there was a lot of administrative work required to secure the loans. The Town was awaiting USDA approval on the project.

Wayne Printz, 336 W. Washington, Elkton, opposed borrowing the \$4,000,000 for the drinking water project. He noted the Town should have thousands of dollars from land sales and ARPA and not need to borrow money.

Randell Snow, stated he was not convinced the Town should borrow the money for the project. He hope Council was being advised by knowledgeable people on the matter.

Motion to close hearing

Council member Fulginiti moved, seconded by Vice-Mayor Workman, and carried close the public hearing.

YEAS: J. Hensley, V. Fulginiti, R. Workman, R. Michael, A. Napotnik, and L. Heidel

NAYS: None

VOTE: (6 – 0 voice vote) Motion carried

Resolution authorizing the issuance by the Town of a general obligation revenue bond in the aggregate maximum amount not to exceed \$1,000,000

Present: Mayor Joshua J. Gooden, Vice-Mayor Rick Workman, Council Member Jan Hensley, Council Member Virginia Fulginiti, Council Member Rachel Michael, Council Member Aaron Napotnik, and Council Member Louis Heidel.

Also Present: Town Manager Greg Lunsford, Town Attorney Quinton Callahan, Chief of Police Mike King, Public Works Director Gaither Hurt, Community Development Director Delores Hammer, Treasurer Donna Curry and Clerk of Council Denise Monger.

Comments

Wayne Printz, 336 W. Washington, opposed borrowing an additional \$1 million for the drinking water project. He briefly spoke regarding funds being spent on the Elkton Downtown Marketplace.

Motion to close hearing

Council member Michael moved, seconded by Council member Heidel, and carried close the public hearing.

YEAS: J. Hensley, V. Fulginiti, R. Workman, R. Michael, A. Napotnik, and L. Heidel

NAYS: None

VOTE: (6 – 0 voice vote) Motion carried

PUBLIC COMMENT

Wayne Printz, 336 W. Washington, questioned if fifty new businesses had really opened in Town as reported. He wanted to see an updated ARPA funds list.

Chris Michael, spoke in support of the Mayor and Town Council. He noted that the water infrastructure in Town was very important to all citizens. The water rates would increase to pay for the improvements, but he was willing to pay.

CONSENT AGENDA

Council member Michael moved, seconded by Council member Hensley, and carried to adopt the consent agenda as presented.

YEAS: J. Hensley, V. Fulginiti, R. Workman, R. Michael, A. Napotnik, and L. Heidel

NAYS: None

VOTE: (6 – 0 voice vote) Motion carried

COMMITTEE REPORTS

Public Utilities: Chairperson Workman reported on the success of recently held Town events. The work on the retention pond was delayed due to weather.

Parks and Recreation: Chairperson Fulginiti reported on events at the EACC. She noted that the Town had purchased new equipment for the center.

Policy & Personnel: Chairperson Michael reported on health insurance, liability insurance, and the Town working to update employee retirement plans.

Special Projects & Economic Development: Chairperson Napotnik reported on the new businesses in Town and recent ribbon cuttings. He noted that WaWa was still on schedule to open in 2025.

Finance: Chairperson Hensley reported that the Treasurer's department was working on tax bills which were due in February of 2025 and bonds for the water project. She thanked Courtney Gooden and all of staff for their many contributions to the Elkton Downtown Marketplace and a fabulous Autumn Days. She also thanked the many volunteers, Mr. Hurt and the Public Works Department.

Public Safety: Chairperson Heidel reported that a discussion would take place in closed session regarding a potential candidate to hire for the police department. He noted the department had received a grant in the amount of \$12,500 for crime prevention matters.

TOWN MANAGER REPORT

Mr. Lunsford thanked staff and Council for their hard work and efforts.

TOWN ATTORNEY REPORT

Town Attorney Callahan reported a discussion would take place in closed session regarding a litigation matter. He noted that the BZA approved the new sign for WaWa.

UNFINISHED BUSINESS

Recommendation by the Elkton Planning Commission to approve a request from Elkton Area United Services, Inc., to subdivide a parcel located at 15156 and 15266 Old Spotswood Trail, tax map no. 130-A-85 and 87

Vice-Mayor Workman moved, seconded by Council member Napotnik, and carried to accept the recommendation by the Elkton Planning Commission to approve a request from the Elkton Area United Services, Inc., to subdivide a parcel located at 15156 and 15266 Old Spotswood Trail, tax map no. 130-A-85 and 87.

It was noted that a shared path may be created.

YEAS: J. Hensley, V. Fulginiti, R. Workman, R. Michael, A. Napotnik, and L. Heidel

NAYS: None

VOTE: (6 – 0 roll call) Motion carried

NEW BUSINESS

Resolution authorizing the issuance by the Town of a general obligation revenue bond in the aggregate maximum amount not to exceed \$4,000,000

Vice-Mayor Workman moved, seconded by Council member Heidel, and carried to adopt the resolution authorizing the issuance by the Town of a general obligation revenue bond in the aggregate maximum amount not to exceed \$4,000,000.

YEAS: J. Hensley, V. Fulginiti, R. Workman, R. Michael, A. Napotnik, and L. Heidel

NAYS: None

VOTE: (6 – 0 roll call) Motion carried

Resolution authorizing the issuance by the Town of a general obligation revenue bond in the aggregate maximum amount not to exceed \$1,000,000

Council member Michael moved, seconded by Council member Fulginiti, and carried to adopt the resolution authorizing the issuance by the Town of a general obligation revenue bond in the aggregate maximum amount not to exceed \$1,000,000.

YEAS: J. Hensley, V. Fulginiti, R. Workman, R. Michael, A. Napotnik, and L. Heidel

NAYS: None

VOTE: (6 – 0 roll call) Motion carried

Resolution to Declare Intent to Reimburse

Council member Hensley moved, seconded by Council member Michael, and carried to adopt the resolution to declare intent to reimburse.

YEAS: J. Hensley, V. Fulginiti, R. Workman, R. Michael, A. Napotnik, and L. Heidel

NAYS: None

VOTE: (6 – 0 voice vote) Motion carried

First Reading of the proposed revisions to the Town of Elkton Code concerning utility disconnections due to non-payment.

Mrs. Curry provided a brief summary of the ordinance.

Mayor Gooden moved on a First Reading of the proposed ordinance amendment.

Roll call vote for Resolution to Declare Intent to Reimburse

A roll call vote was required for the above-referenced Resolution as follows:

YEAS: J. Hensley, V. Fulginiti, R. Workman, R. Michael, A. Napotnik, and L. Heidel

NAYS: None

VOTE: (6 – 0 roll call) Motion carried

Electronic equipment costs for water hauling

A brief discussion took place regarding the cost to replace the water hauling electronic equipment. Mr. Hurt stated that the current electrical boards were at least 20 – 30 years old. In addition, the computer software was obsolete.

MAYORS BUSINESS

Mayor Gooden reported on the numerous events in Town and their success. He noted that the attendance was excellent. He briefly spoke of renovations to the Elkton Middle School.

CLOSED SESSION

Vice-Mayor Workman moved, seconded by Council member Heidel, and carried that Council go from Regular Session into Closed Session pursuant to the following:

- a. Pursuant to Virginia Code § 2.2-3711.A.7 for, "Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body. For the purposes of this subdivision, "probable litigation" means litigation that has been specifically threatened or on which the public body or its legal counsel has a reasonable basis to believe will be commenced by or against a known party. Nothing in this subdivision shall be construed to permit the closure of a meeting merely because an attorney**

- representing the public body is in attendance or is consulted on a matter."
- b. Pursuant to Virginia Code § 2.2-3711.A.1 for, "Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body."
 - c. Pursuant to Virginia Code § 2.2-3711.A.3 for, "Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body."

YEAS: J. Hensley, V. Fulginiti, R. Workman, R. Michael, A. Napotnik, and L. Heidel

NAYS: None

VOTE: (6 – 0 roll voice vote) Motion carried

OPEN SESSION/MOTION TO CERTIFY CLOSED MEETING

Council member Fulginiti moved, seconded Council member Heidel, and carried that Council go from Closed Session back into Regular Session and Council certify pursuant to Virginia Code § 2.2-3712(D), that to the best of each member's knowledge, as recognized by each Council member's knowledge, as recognized by each Council member's affirmative vote, that only such business matters lawfully exempted from Open Meeting requirements under Virginia Code § 2.2-3711, as were identified in the motion by which the Closed Meeting was convened were heard, discussed, or considered in the Closed Meeting by Council, and that the vote of each individual member of Council be taken by roll call and recorded and included in the minutes of the meeting of the Town Council.

YEAS: J. Hensley, V. Fulginiti, R. Workman, R. Michael, A. Napotnik, and L. Heidel

NAYS: None

VOTE: (6 – 0 roll voice vote) Motion carried

OTHER BUSINESS

Motion to accept bid for Phase 1 of the Elkton Water Line Project

Vice-Mayor Workman moved, seconded by Council member Heidel, and carried to accept the bid for Phase 1 of the Elkton Water Line Project.

It was noted that the project included roughly 5,000 ft. of water lines.

YEAS: J. Hensley, V. Fulginiti, R. Workman, R. Michael, A. Napotnik, and L. Heidel

NAYS: None

VOTE: (6 – 0 roll voice vote) Motion carried

Motion to approve the land swap contract

Council member Michael moved, seconded by Council member Hensley, and carried to approve the land swap contract with land adjacent to Elk Run Cemetery.

YEAS: J. Hensley, V. Fulginiti, R. Workman, R. Michael, A. Napotnik, and L. Heidel

NAYS: None

VOTE: (6 – 0 roll voice vote) Motion carried

Motion to Adjourn

Council member Napotnik moved, seconded by Council member Heidel, and carried to adjourn the meeting.

YEAS: J. Hensley, V. Fulginiti, R. Workman, R. Michael, A. Napotnik, and L. Heidel

NAYS: None

VOTE: (6 – 0 roll voice vote) Motion carried

**TOWN OF ELKTON
COUNCIL MEETING
November 18, 2024
6:00 p.m.**

A Town Council meeting was held on November 18, 2024 at 6:00 p.m. at the Elkton Area Community Center, located at 20593 Blue and Gold Drive, Elkton, Virginia, with Mayor Joshua J. Gooden presiding.

Present: Mayor Joshua J. Gooden, Vice-Mayor Rick Workman, Council Member Jan Hensley, Council Member Virginia Fulginiti, Council Member Rachel Michael, Council Member Aaron Napotnik, and Council Member Louis Heidel.

Also Present: Town Manager Greg Lunsford, Town Attorney Katherine Mann, Chief of Police Mike King, Public Works Director Gaither Hurt, Community Development Director Delores Hammer, EACC/Events Manager Heather Kite, Treasurer Donna Curry and Clerk of Council Denise Monger.

REGULAR COUNCIL MEETING

Mayor Gooden called the meeting to order and the Clerk was asked to call the roll.

Council Member Fulginiti gave the Invocation. All present were asked to join in the Pledge of Allegiance.

ADOPTION OF AGENDA

Vice-Mayor Workman moved, seconded by Council member Hensley, and carried to adopt the agenda as presented.

YEAS: R. Workman, J. Hensley, V. Fulginiti, R. Michael, A. Napotnik, and L. Heidel

NAYS: None

VOTE: (6 – 0 voice vote) Motion carried

AWARDS

2024 Blue Ridge Outdoors Top Adventure – Tiny Towns

The Town of Elkton was named a runner-up in the “Tiny Towns” contest for the 2024 Blue Ridge Outdoors Top Adventure Town.

2024 Southern Living Top Ten Best Small Town in Virginia for a Cozy Winter Getaway

The Town of Elkton was named by Southern Living as the sixth overall best small town in Virginia for a cozy winter getaway.

PUBLIC COMMENT

Wayne Printz, 336 W. Washington, Elkton, spoke of certain grievances he had with the Mayor and Council. He did not support the purchase of any real estate and asked Council to be more transparent on issues.

Roxanna Gooden, 540 E. Rockingham Street, Elkton, spoke in support of Mr. Lunsford maintaining an office at the Elkton Area Community Center. She noted he brought a positive influence to the center. She congratulated Heather Kite on her recent appointment at the center. She did not support any real estate purchases.

CONSENT AGENDA

Council member Heidel moved, seconded by Council member Napotnik, and carried to adopt the consent agenda as amended.

YEAS: R. Workman, J. Hensley, V. Fulginiti, R. Michael, A. Napotnik, and L. Heidel

NAYS: None

VOTE: (6 – 0 voice vote) Motion carried

COMMITTEE REPORTS

Public Safety: Chairperson Heidel reported that the police department was fully staffed after the additional of the newly hired officer. The grant funds were used to purchase police barricades. The department and EAUS were partnering for a toy drive. Donations were accepted at either location. Grants totally \$289,000 had been received by the department.

Special Projects & Economic Development: Chairperson Napotnik reported that \$204,000 in grant money had been received in 2024. Funds in the amount of \$35,000 would be used for new signage. He noted the Chile Cook-off was a success; WaWa was still on schedule for next year; Veterans Day program went well, and there were new trees and shrubs at the boat landing.

Policy & Personnel: Chairperson Michael reported that Mrs. Dean had received health insurance quotes for Council to review. The holiday lunch for employees and volunteers was scheduled for December 20, 2024. She encouraged everyone to visit the new Town website.

Public Utilities: Chairperson Workman reported that the Christmas banners and decorations were being put up in Town. Commonwealth had started on Phase II of the sewer line replacement project. Mr. Hurt had attended an event in Richmond and won the Silver Award for the department's training program.

Parks and Recreation: Chairperson Fulginiti reported restructuring was ongoing at the center. She noted that the goal was to ensure the center and parks were run efficiently. She thanked Mrs. Kite for her talents and assistance with making the programs at the center better.

Finance: Chairperson Hensley reported that the Treasurer's office was busy importing information for tax bills. The FY24 audit had started and would continue through next year. The Town was awaiting a decision by the USDA regarding loan approval for the drinking water project. Over \$700,000 had been received by the Town in donations which did not include "in-kind" donations

for events made by local businesses and citizens. She noted that taxes were due on February 5, 2025.

TOWN MANAGER REPORT

Mr. Lunsford reported that there was \$3 million left over from the WWTP plant project which was being used on line projects. He briefly discussed options that VMEA had reviewed that could possibly reduce electrical costs. He thanked Mrs. Kite for a job well done.

Staff Reports

Heather Kite, EACC/Events Manager, stated that the center was currently trying to optimize space. She noted that they were overhauling memberships compared to other Towns, change the perception of the center, increase memberships of all ages, review potential partnerships with corporations, and implement the newly approved room rates.

TOWN ATTORNEY REPORT

Town Attorney Mann reported no additional business.

UNFINISHED BUSINESS

Second Reading of the proposed revisions to the Town of Elkton Code concerning utility disconnections due to non-payment

Council member Heidel moved, seconded by Council member Napotnik, and on a Second Reading to adopt the proposed revisions to the Town of Elkton Code for utility disconnection due to non-payment.

§ 81-20. Schedule of charges; rules and regulations; posting.

Monthly charges for electric current furnished and supplied by the Town of Elkton shall be as set forth in schedules of rates and charges promulgated and fixed by the ~~town~~ **Town** Council, and subject to rules and regulations adopted therewith. ~~and a~~ **A** copy of all current schedules of rates and charges **rate schedules** and a copy of, **as well as**, the rules and regulations shall be maintained in the Treasurer's ~~office~~ **Office** of the Town of Elkton available for public inspection.

§ 81-21. Meter reading and billing procedures; hearing for disputes.

- A. All meters for measurement of electric current furnished and supplied by the ~~town~~ **Town** to its consumers shall be read monthly, weather permitting, and the bills for such current shall be due on the day of reading. If any such bill is not paid by the 26th day of the month in which such bill is rendered, or within 10 days of the date such bill is mailed, whichever comes later, a penalty of 10% shall be added.
- B. It is the policy of the ~~town~~ **Town** to discontinue electric service to customers by reason of nonpayment of bill only after notice and a meaningful opportunity to be heard on disputed bills. ~~If any bill is not paid by the date specified in Subsection A, a second bill will be mailed containing a cutoff notice that if the bill is not paid within five working days of the mailing of the second bill, service will be discontinued for nonpayment.~~

Utility disconnections due to nonpayment of bills or fees are prohibited until the customer's account is forty-five (45) days in arrears. After each missed payment,

the utility shall provide notice pursuant to subsection B and make contact with the customer and offer bill payment assistance, arrange a payment plan, or provide information to the customer for other bill payment assistance or energy savings programs.

(1) No electric utility shall disconnect from service any residential customer when the forecasted temperature is at or above 92 degrees Fahrenheit within the 24 hours following the scheduled disconnection. To ascertain the projected temperature as provided in this subsection, each utility shall refer to the forecasted local temperature provided by the National Weather Service where the customer to be disconnected is located.

~~(2) No utilities shall disconnect from service any residential customer for nonpayment of bills or fees on Fridays, weekends, state holidays, or the day immediately preceding a state holiday.~~

- C. Any customer disputing the correctness of the bill shall have a right to a hearing at which time he or she may be represented in person and by counsel or any other person of his or her choosing and may present orally or in writing his or her complaint and contentions to the Town Treasurer at the Treasurer's Office ~~in the Municipal Building, Town Hall, located at 173 W. Spotswood Avenue;~~ Elkton, Virginia, during regular working business hours. The Town Treasurer is authorized to order that the customer's service not be disconnected and to make a determination of the customer's complaint. Request for delays and waiver of payment will not be entertained; only questions of proper and correct billing will be considered. The decision of the Town Treasurer may be appealed within five working days to the Electric Committee, in writing, and the Electric Committee ~~is authorized to make a final determination of the customer's complaint.~~ Mayor, in writing, and the Mayor is authorized to make a final determination of the customer's complaint.
- D. ~~Notice of the customer's right to a hearing and appeal for the purpose of disputing the correctness of a bill as herein provided shall be given to all new customers applying for electric service and shall be sent by regular mail with second bills and cutoff notices, which notice shall indicate the address and telephone number of the Town Treasurer whereby a hearing may be requested.~~ The Treasurer's Office shall provide to each of its residential customers a copy of its disconnection for nonpayment policy (i) any time a new residential account is established, (ii) when any disconnection for nonpayment of bills or fees is scheduled by including a copy of the policy with such notice, or (iii) by publishing the disconnection policy on the Town's website in both English and Spanish.

§ 170-38. Metering of water furnished by Water Department.

All water furnished by the Water Department of the Town shall be, wherever practicable, measured by meters furnished and installed by the Town for that purpose. Such water meters shall be the property of the Town and shall be, unless otherwise authorized by the Town Superintendent ~~Town Superintendent~~ Director of Public Works, placed as near the curb line as possible and on property owned by the Town.

§ 170-39. Tampering with water meter.

No person shall tamper with a water meter, or use, or cause to be used, any device whatsoever, so as to injure the same, or as to prevent or interrupt the proper and accurate registering by it of the quantity of water from the Town water system used or supplied. Any person who tampers with any metering device owned by the Town of Elkton or otherwise intentionally prevents such a metering device from properly registering the degree, amount

or quantity of service supplied, or diverts such service, shall be guilty of a Class 1 misdemeanor.

§ 170-40. Collection of charges by Treasurer.

The Town Treasurer shall collect all charges made for water and sewer service furnished and supplied by the Town to its consumers.

§ 170-41. Rates for water sold by Town inside and outside the Town.

Monthly charges for water furnished and supplied by the Town of Elkton shall be determined by the Town Council, and subject to rules and regulations adopted therewith.

§ 170-42. Meters reading; water and sewer bills; penalty; disputing correctness of bills; right of hearing and appeal.

A. All meters for measurement of water and sewer service furnished and supplied by the Town to its consumers shall be read monthly, weather permitting, and the bills for water and sewer service ~~so supplied and for sewer service provided~~ shall become due on the day of reading. If any such bill is not paid by the 26th day of the month in which such bill is rendered, or within 10 days of the date such bill is mailed, whichever comes later, a 10% penalty shall be added.

B. It is the policy of the Town to discontinue water and sewer service to customers by reason of nonpayment of a bill only after notice and meaningful opportunity to be heard on disputed bills. ~~If any bill is not paid by the date specified in Subsection A of this section, a second bill will be mailed containing a cutoff notice that if the bill is not paid within five working days of the mailing of the second bill, service will be discontinued for nonpayment.~~

Utility disconnections due to nonpayment of bills or fees are prohibited until the customer's account is forty-five (45) days in arrears. After each missed payment, the utility shall provide notice pursuant to subsection B and make contact with the customer and offer bill payment assistance, arrange a payment plan, or provide information to the customer for other bill payment assistance or energy savings programs.

(3) No water or wastewater utility shall disconnect from service any residential customer when the forecasted temperature is at or above 92 degrees Fahrenheit within the 24 hours following the scheduled disconnection. To ascertain the projected temperature as provided in this subsection, each utility shall refer to the forecasted local temperature provided by the National Weather Service where the customer to be disconnected is located.

(4) No utilities shall disconnect from service any residential customer for nonpayment of bills or fees on Fridays, weekends, state holidays, or the day immediately preceding a state holiday.

C. Any customer disputing the correctness of the bill shall have a right to a hearing at which time he or she may be represented in person and by counsel or any other person of his or her choosing and may present orally or in writing his or her complaint and contentions to the Town Treasurer at the Treasurer's Office in the Municipal Building, Town Hall, located at 173 W. Spotswood Avenue; Elkton, Virginia, during regular working business hours. The Town Treasurer is authorized to order that the customer's service not be disconnected and to make a determination of the customer's complaint.

Request for delays and waiver of payment will not be entertained; only questions of proper and correct billing will be considered. The decision of the Town Treasurer may be appealed within five working days to the Mayor, in writing, and the Mayor is authorized to make a final determination of the customer's complaint.

- D. ~~Notice of the customer's right to a hearing and appeal for the purpose of disputing the correctness of a bill as herein provided shall be given to all new customers applying for water and/or sewer service and shall be sent by regular mail with second bills and cutoff notices, which notices shall indicate the address and telephone number of the Town Treasurer whereby a hearing may be requested.~~ The Treasurer's Office shall provide to each of its residential customers a copy of its disconnection for nonpayment policy (i) any time a new residential account is established, (ii) when any disconnection for nonpayment of bills or fees is scheduled by including a copy of the policy with such notice, or (iii) by publishing the disconnection policy on the Town's website in both English and Spanish.

YEAS: R. Workman, J. Hensley, V. Fulginiti, R. Michael, A. Napotnik, and L. Heidel

NAYS: None

VOTE: (6 – 0 voice vote) Motion carried

Approve contract replacing water hauler equipment and appropriate funds

Council member Hensley moved, seconded by Vice-Mayor Workman, and carried to approve the contract replacing the water hauler equipment and appropriate funds for \$36,950.54 to Lenny Campbell Service Company, Inc.

YEAS: R. Workman, J. Hensley, V. Fulginiti, R. Michael, A. Napotnik, and L. Heidel

NAYS: None

VOTE: (6 – 0 voice vote) Motion carried

MAYORS BUSINESS

Mayor Gooden thanked Council and staff for the success of the Farmer's Market. He noted that the event had increased sales at local businesses.

CLOSED SESSION

Vice-Mayor Workman moved, seconded by Council member Fulginiti, and carried that Council go from Regular Session into Closed Session pursuant to the following:

- a. Pursuant to Virginia Code § 2.2-3711.A.7 for, "Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body. For the purposes of this subdivision, "probable litigation" means litigation that has been specifically threatened or on which the public body or its legal counsel has a reasonable basis to believe will be commenced by or against a known party. Nothing in this subdivision shall be construed to permit the closure of a meeting merely because an attorney

- representing the public body is in attendance or is consulted on a matter."
- b. Pursuant to Virginia Code § 2.2-3711.A.1 for, "Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body."
 - c. Pursuant to Virginia Code § 2.2-3711.A.3 for, "Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body."

YEAS: R. Workman, J. Hensley, V. Fulginiti, R. Michael, A. Napotnik, and L. Heidel

NAYS: None

VOTE: (6 – 0 voice vote) Motion carried

OPEN SESSION/MOTION TO CERTIFY CLOSED MEETING

Council member Fulginiti moved, seconded Council member Heidel, and carried that Council go from Closed Session back into Regular Session and Council certify pursuant to Virginia Code § 2.2-3712(D), that to the best of each member's knowledge, as recognized by each Council member's knowledge, as recognized by each Council member's affirmative vote, that only such business matters lawfully exempted from Open Meeting requirements under Virginia Code § 2.2-3711, as were identified in the motion by which the Closed Meeting was convened were heard, discussed, or considered in the Closed Meeting by Council, and that the vote of each individual member of Council be taken by roll call and recorded and included in the minutes of the meeting of the Town Council.

YEAS: R. Workman, J. Hensley, V. Fulginiti, R. Michael, A. Napotnik, and L. Heidel

NAYS: None

VOTE: (6 – 0 voice vote) Motion carried

ADDITIONAL BUSINESS

Possible purchase of real estate

No action taken.

MOTION TO ADJOURN

Council member Heidel moved, seconded by Council member Napotnik, and carried to adjourn the meeting.

YEAS: R. Workman, J. Hensley, V. Fulginiti, R. Michael, A. Napotnik, and L. Heidel

NAYS: None

VOTE: (6 – 0 voice vote) Motion carried

**TOWN OF ELKTON
COUNCIL COMMITTEES**

Council Committees met on December 2, 2024 at 5:30 p.m., at the Town Hall, located at 173 W. Spotswood Avenue, Elkton, Virginia.

Present: Mayor Joshua J. Gooden, Vice-Mayor Rick Workman, Council Member Jan Hensley, Council Member Virginia Fulginiti, and Council Member Rachel Michael

Absent: Council Member Louis Heidel, and Council Member Aaron Napotnik

Also Present: Town Manager Greg Lunsford, Town Attorney Quinton Callahan, Public Works Director Gaither Hurt, Community Development Director Delores Hammer, EACC/Events Manager Heather Kite, Treasurer Donna Curry and Clerk of Council Denise Monger.

CALL TO ORDER – ROLL CALL

Mayor Gooden called the meeting to order and the Clerk was asked to call the roll.

ADOPTION OF AGENDA

Council member Fulginiti moved, seconded by Council member Michael, and carried to adopt the agenda as presented.

YEAS: J. Hensley, R. Workman, V. Fulginiti, and R. Michael

NAYS: None

VOTE: (4 – 0 voice vote) Motion carried

SET JOINT PUBLIC HEARING DATES

Council member Hensley moved, seconded by Vice-Mayor Workman, and carried to schedule the joint public hearings for January 21, 2025 at 6:00 p.m. for the following:

- a. Rezone Riverside Park, Town Hall and Elkton Downtown Marketplace to C-1**
- b. Amend Town Code § 110-615: Flood Hazard District FH-1**
- c. Amend Town Code § 110-710: Fences**
- d. Amend Town Code § 110-117: Special Provisions for Temporary Portable Storage Containers**
- e. Amend Town Code § 110-302: Add term for temporary portable storage containers**

YEAS: J. Hensley, R. Workman, V. Fulginiti, and R. Michael

NAYS: None

VOTE: (4 – 0 voice vote) Motion carried

DISCUSSION ITEMS

New reports/financial snapshots to better track the Town's financial health

Mr. Lunsford and Treasurer Curry gave a brief summary of the new forms. Additional reports were forthcoming that would detail various aspects of the Town's finances.

Review new monthly finance report

The new report was provided to the Mayor and Council for review.

Review Permit Fees for FY26

Mrs. Hammer stated that the Elkton Planning Commission was requesting approval from Council to move forward with a full review of the Town's permit fees. Council requested that during the review process, the Commission compare fees to other localities and Rockingham County.

Nuisance and Blight Property Updates (Partial discussion may be in Closed Session)

It was determined this discussion would take place in Closed Session.

Large Capital Projects update

Vice-Mayor Workman and Mr. Hurt updated Council on the current large capital projects ongoing in Town which included replacing pipe and the upcoming sidewalk plan. Discussions took place regarding various streets that would have pipe replaced and several sidewalk areas in need of repair.

Update Sidewalk Plan

Mr. Hurt stated a comprehensive plan was done in 2019 and many of those projects were completed. A more extensive discussion would take place regarding the plan once the new committees were formed for 2025.

FY26 Paving Schedule

Mr. Hurt briefly discussed the FY26 paving project. The Town wanted to finish paving Newtown Road, fix an area on Blue & Gold Drive, address an issue at the corner at the Dry Cleaners and look at some storm drains that were an issue.

Required water service line inventory letters

Mr. Lunsford and Mr. Hurt briefly spoke regarding the Town's requirement to send the water service line inventory letters. The Town would create their own letter to mail to citizens. It was noted that the storm drain project was on hold while the Town was having line work done.

A brief discussion took place regarding the formation of the new Council Committees which would be composed of two Council members. Council expressed interest in finalizing the new committees and appointment of Vice-Mayor at their regular meeting in December. The Oaths of Office for the newly-elected officials would be administered by a Deputy Clerk from the Rockingham County Circuit Court at the December meeting also.

Walking path lights at Stonewall Park

A discussion took place regarding the Town installing walking path lights at Stonewall Park. It was noted that the park was closed at night. Council was unsure of the expense and need for the lights.

CLOSED SESSION

Vice-Mayor Workman moved, seconded by Council member Fulginiti, and carried that Council go from Regular Session into Closed Session pursuant to the following:

- a. Pursuant to Virginia Code § 2.2-3711.A.7 for, "Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body. For the purposes of this subdivision, "probable litigation" means litigation that has been specifically threatened or on which the public body or its legal counsel has a reasonable basis to believe will be commenced by or against a known party. Nothing in this subdivision shall be construed to permit the closure of a meeting merely because an attorney representing the public body is in attendance or is consulted on a matter."**
- b. Pursuant to Virginia Code § 2.2-3711.A.1 for, "Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body."**
- c. Pursuant to Virginia Code § 2.2-3711.A.3 for, "Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body."**

YEAS: J. Hensley, R. Workman, V. Fulginiti, and R. Michael

NAYS: None

VOTE: (4 – 0 voice vote) Motion carried

OPEN SESSION/MOTION TO CERTIFY CLOSED MEETING

Council member Michael moved, seconded Council member Fulginiti and carried that Council go from Closed Session back into Regular Session and Council certify pursuant to Virginia Code § 2.2-3712(D), that to the best of each member's knowledge, as recognized by each Council member's knowledge, as recognized by each Council member's affirmative vote, that only such business matters lawfully exempted from Open Meeting requirements under Virginia Code § 2.2-3711, as were identified in the motion by which the Closed Meeting was convened were heard, discussed, or considered in the Closed Meeting by Council, and that the vote of each individual member of Council be taken by roll call and recorded and included in the minutes of the meeting of the Town Council.

YEAS: J. Hensley, R. Workman, V. Fulginiti, and R. Michael

NAYS: None

VOTE: (4 – 0 voice vote) Motion carried

Offer on Lot 1 – Mt. Pleasant Road parcel

Vice-Mayor Workman moved, seconded by Council member Fulginiti, and carried to accept an offer of \$40,000 for Lot 1 on Mt. Pleasant Road, identified as tax map no. 131-15-1 to Rickel Contracting, LLC.

YEAS: J. Hensley, R. Workman, V. Fulginiti, and R. Michael

NAYS: None

VOTE: (4 – 0 roll call) Motion carried

ADJOURNMENT

Council member Fulginiti moved, seconded by Council member Michael, and carried to adjourn the meeting.

YEAS: J. Hensley, R. Workman, V. Fulginiti, and R. Michael

NAYS: None

VOTE: (4 – 0 voice vote) Motion carried

TOWN OF ELKTON



VIRGINIA

Staff Report/Recommendation**REQUESTED:** Town Manager Greg Lunsford**MEETING DATE:** December 16, 2024**SUBJECT/TOPIC:** Committee Reports**BACKGROUND:** Reports to be presented verbally by committee chairs**ACTION REQUESTED:**

Information Only ☐	Discussion ☐	Reports ☒
Action Item ☐	Public Hearing ☐	Closed Session ☐

FINANCIAL IMPACT:

Budgeted: YES ☐	NO ☐	No Financial Impact ☒
Amount: N/A		
Budget Line Item: N/A		

If expenditure of funds is required, the amount and the line item name/number that the funds are to be taken from must be stated. If funds are not available in the appropriate line item but they are available in a different line item within the department, this must be explained. If no funds are to be expended, simply state "There is no financial impact to the Town."

STAFF RECOMMENDATION: N/A**APPROVAL:**


 Greg Lunsford, Town Manager
ATTACHMENTS: None

Request(s) to be added to the agenda MUST be received within five (5) working days prior to the meeting date. All pertinent information MUST be attached in order for this item to be placed on the agenda.



Staff Report/Recommendation

REQUESTED: Town Manager Greg Lunsford

MEETING DATE: December 16, 2024

SUBJECT/TOPIC: Town Manager's Report

BACKGROUND: N/A

ACTION REQUESTED:

Information Only	☐	Discussion	☐	Reports	☒
Action Item	☐	Public Hearing	☐	Closed Session	☐

FINANCIAL IMPACT:

Budgeted: YES ☐ NO ☐ No Financial Impact ☒
Amount: N/A
Budget Line Item: N/A

If expenditure of funds is required, the amount and the line item name/number that the funds are to be taken from must be stated. If funds are not available in the appropriate line item but they are available in a different line item within the department, this must be explained. If no funds are to be expended, simply state "There is no financial impact to the Town."

STAFF RECOMMENDATION: N/A

APPROVAL:



Greg Lunsford, Town Manager

ATTACHMENTS: Staff reports

Request(s) to be added to the agenda MUST be received within five (5) working days prior to the meeting date. All pertinent information MUST be attached in order for this item to be placed on the agenda.

CONSOLIDATED MONTHLY RUNS REPORT

NOV 2024

Law Enforcement Agencies

HPD.....	5410
RCSO.....	2861
Bridgewater.....	701
Broadway.....	504
Dayton	515
Elkton.....	764
Grottoes.....	1884
Timberville.....	1645
 TOTAL.....	 14,284

TOWN OF ELKTON POLICE REPORT 2024

ARREST/CHARGES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
ASSAULT & BATTERY	1	0	0	0	0	2	1	5	1	0	0		10
CURFEW VIOLATIONS	0	0	0	0	0	0	0	0	0	0	0		0
DRIVING UNDER THE INFLUENCE	1	1	0	0	0	0	0	1	1	0	1		5
DRINKING IN PUBLIC/PUBLIC INTOXICATION	0	0	1	0	1	0	1	1	1	1	0		6
DRUGS (POSSESSION & DISTRIBUTION)	0	0	0	0	1	0	2	0	0	0	0		3
LOITERING	0	0	0	0	0	0	0	0	0	0	0		0
PARKING TICKETS	3	0	0	0	0	0	0	2	0	0	0		5
RECKLESS DRIVING	1	3	1	1	1	0	2	2	1	2	0		14
SEAT BELT/CHILD RESTRAINT VIOL.	0	0	0	0	0	0	0	0	0	0	0		0
SPEEDING	5	4	2	3	5	3	18	42	18	16	14		130
MISCELLANEOUS	8	19	22	13	14	14	13	33	14	7	7		164
ADULT ARRESTS	19	26	26	16	19	19	35	85	36	23	22		326
JUVENILE ARRESTS	0	1	0	1	3	0	2	1	0	3	0		11

POLICE OFFICERS RESPONDED TO THE FOLLOWING COMPLAINTS

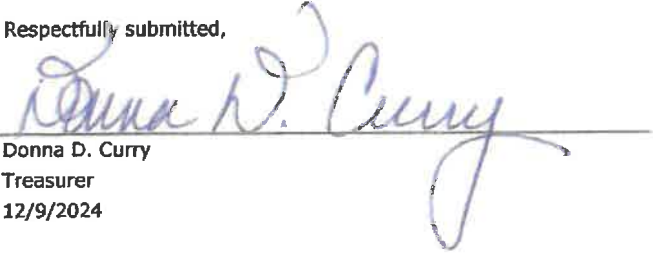
BUSINESS/RESIDENTIAL ALARMS	6	10	7	1	10	7	11	8	8	3	5		76
DOMESTIC SITUATIONS	2	3	2	3	1	0	2	1	0	2	2		18
DISORDERLY	4	7	4	5	14	5	9	7	11	3	3		72
LARCENY COMPLAINTS	1	2	5	3	4	5	3	9	4	1	1		38
TRAFFIC CRASHES	5	7	6	6	6	5	8	6	10	10	9		78
TRAFFIC STOPS	22	26	36	36	32	26	56	123	72	49	44		522
VANDALISM/PROPERTY DAMAGE	0	1	2	4	1	3	3	2	0	0	0		16
ASSIST OTHER DEPT (POLICE/FIRE/RESCUE)	4	3	1	3	2	0	5	5	4	6	3		36
MISCELLANEOUS	824	631	823	715	535	643	797	587	457	683	697		7392
TOTAL	868	690	886	776	605	694	894	748	566	757	764	0	8248

MIKE KING
CHIEF OF POLICE

**TOWN OF ELKTON
TREASURER'S REPORT
For Month Ending November 30, 2024
FIRST BANK OPERATING ACCOUNT**

BEGINNING BALANCE			\$	3,743,914.41
DEPOSITS			\$	1,044,793.26
Interest earned			\$	12,249.17
EXPENDITURES			\$	(1,387,190.81)
ENDING BALANCE			\$	3,413,766.03
Outstanding Checks			\$	(48,815.02)
ARPA FUNDING (deposited 6/29/2021)		\$	1,505,955.00	
ARPA FUNDING (deposited 7/22/2022)		\$	1,505,955.00	
Expended to date		\$	(1,520,396.10)	
Remaining Funds (Included in the Operating Acct.)		\$	1,491,513.90	
ADDITIONAL ACCOUNTS				
INFINEX ACCOUNT (REPO)	11/30/2023	\$	-	\$ -
<i>(Wire transfer to First Bank completed on 11/22/2023 totalling \$472,801.18)</i>				
Bank of America	5/31/2023	\$	-	\$ -
<i>(transferred funds to First Bank \$354,456.87 and closed the account to avoid additional fees)</i>				
SWEEP Accounts				
First Bank - Infrastructure Cont.	11/29/2024	\$	473,513.38	\$ 473,513.38
F & M Bank 1102	11/19/2024	\$	25,020.54	\$ 25,020.54
F & M Bank	11/29/2024	\$	13,488.68	\$ 13,488.68
United Bank 1132	11/30/2024	\$	349,200.69	\$ 349,200.69
United Bank 8080	11/30/2024	\$	476,195.47	\$ 476,195.47
United Bank 9919	11/30/2023	\$	-	\$ -
<i>(this account was closed and the funds were transferred to Acct. #8080)</i>				
		\$	1,337,418.76	\$ 1,288,603.74
TOTAL FUNDS			\$	4,702,369.77

Respectfully submitted,


Donna D. Curry
Treasurer
12/9/2024

YEAR TO DATE SNAPSHOT OF SELECTED REVENUE TOTALS

MEALS TAX		
Budgeted:		\$1,275,000.00
Month		Amount
July, 2024	\$	110,772.19
August, 2024	\$	111,623.86
September, 2024	\$	114,397.83
October, 2024	\$	110,722.48
November, 2024	\$	116,631.67
December, 2024		
January, 2025		
February, 2025		
March, 2025		
April, 2025		
May, 2025		
June, 2025		
YTD	\$	564,148.03

CIGARETTE TAX		
Budgeted:		\$66,000.00
Month		Amount
July, 2024	\$	3,000.00
August, 2024	\$	9,000.00
September, 2024	\$	9,000.00
October, 2024	\$	3,000.00
November, 2024	\$	9,000.00
December, 2024		
January, 2025		
February, 2025		
March, 2025		
April, 2025		
May, 2025		
June, 2025		
YTD	\$	33,000.00

REAL ESTATE TAXES			
	Budget		YTD
\$	374,643.00	\$	-
\$	75,000.00	\$	731.79 (delinquent)

PERSONAL PROPERTY TAXES			
	Budget		YTD
\$	248,000.00	\$	28,096.75 PPTRA
\$	78,000.00	\$	2,326.08 (delinquent)

EARNED INTEREST YTD			
	Budget		YTD
\$	250,000.00	\$	58,978.41 First Bank
\$	-	\$	7,699.71 United Bank (8080)
\$	-	\$	5,657.81 United Bank (1132)

TOWN OF ELKTON



VIRGINIA

Public Works Work Order Report for November 2024

Cemetery	6
Electric	11
Gen.Govt	11
Recreation	2
Sewer	2
Streets	13
Water	5
Total	50

173 W. SPOTSWOOD AVENUE | ELKTON, VIRGINIA 22827
ELKTONVA.GOV

#	Date issue:	Caller:	St #	Address	Ph:	Project	Comp	Date comp:	Initial
4020	10/31/2024	cemetery		elk run cemetery		grave for alice davis	x	11/3/24	kb-jb-bb
4032	11/4/2024	cemetery		elk run cemetery		grave for lillie berry	x	11/8/2024	kb-bb
4033	11/6/2024	cemetery		elk run cemetery		cremation for cathy sherman	x	11/9/2024	kb-gf-bb
4036	11/12/2024	cemetery		elk run cemetery		repair pole and replace state flag	x	11/12/2024	sh-lb
4042	11/12/2024	cemetery		elk run cemetery		grave for wallace hensley	x	11/15/24	kb-gf-bb
4045	11/15/2024	cemetery		elk run cemetery		cremation for sara gilley	x	11/16/24	kb-gf-bb
4014	11/1/2024	electric	205	east rockingham st		service upgrade	x	11/1/24	jb-sh
4023	11/6/2024	electric	109	jackson ave		cut trees out of power line	x	11/6/2024	kb-rl-jb-bb
4027	11/7/2024	electric		mobl station		hook electric back up	x	11/7/2024	jb-rl
4028	11/7/2024	electric		newtown road		fix powerline truck had hit	x	11/7/2024	jb-rl
4029	11/7/2024	electric		mobl station		set and program electric meter	x	11/7/24	jb-rl
4035	11/12/2024	electric		substation		run generator	x	11/12/24	sh
4043	11/15/2024	electric	210	east rockingham st		replace street light	x	11/15/24	sh-kb-gf
4044	11/15/2024	electric	501	chestnut		adjust voltage on transformer	x	11/15/24	sh-kb-gf
4057	11/26/2024	electric	627	celdons lane		set and program electric meter	x	11/26/24	jb-rl
4060	11/26/2024	electric	645	celdons lane		electrical service upgrade	x	11/26/24	jb-sh
4062	11/30/24	electric		substation		run generator	x	11/30/2024	jb
4013	11/01/24	gen.govt		town		flag order for senator frank ruff	x	11/1/24	bs
4015	11/1/2024	gen.govt		town		set up for chili cook-off	x	11/1/24	lb-gf
4016	11/4/2024	gen.govt		town		clean up from chili cook-off	x	11/4/24	crew
4017	11/4/2024	gen.govt		middle school		set up for election day	x	11/4/24	crew
4018	11/4/2024	gen.govt		office building		remove halloween decorations	x	11/4/24	crew
4022	11/6/2024	gen.govt		middle school		clean up from election day	x	11/6/2024	kb-rl-jb-bb
4039	11/14/2024	gen.govt		shop		assemble office furniture for eacc	x	11/14/2024	kb-bb-sh
4040	11/14/2024	gen.govt		eacc		drop of veterans banners	x	11/14/2024	lb-gf
4050	11/19/2024	gen.govt		office building		decorate building-courts-tree-love sign	x	11/19/24	crew
4058	11/25/2024	gen.govt		town		radio read meters	x	11/25/24	lb-gf
4059	11/26/2024	gen.govt		town		meter re-checks	x	11/26/24	lb-gf
4051	11/20/2024	recreation		riverside park		repair damaged fence rails	x	11/20/2024	bs-jp-rh
4056	11/25/2024	recreation		parks		winterize parks	x	11/26/2024	bs-jp-rh
4049	11/19/2024	sewer	110	maple leaf		sewer back up	x	11/19/2024	jb-rl
4053	11/22/2024	sewer		ashby ave		sewer back up	x	11/22/2024	jb-sh-rl
4019	11/1/2024	streets		old spotswood trail		remove fallen tree across the road	x	11/1/24	jb-lb-gf-sh

10-340-0100 PERMITS - 10-340-0100 PERMITS

GL Account	AType	Date	Description1	Debit	Credit	Batch	FPhame
GL Account: 10-340-0100 PERMITS							
FPhame: Fiscal Period 2024							
10-340-0100 R		01/03/2024	MISC PAYMENT	\$0.00	\$20.00		77732 Fiscal Period 2024
10-340-0100 R		01/08/2024	MISC PAYMENT	\$0.00	\$100.00		77784 Fiscal Period 2024
10-340-0100 R		01/08/2024	MISC PAYMENT	\$0.00	\$100.00		77803 Fiscal Period 2024
10-340-0100 R		01/08/2024	STR Coding Correcti	\$100.00	\$0.00		79239 Fiscal Period 2024
10-340-0100 R		01/08/2024	STR Coding Correcti	\$100.00	\$0.00		79239 Fiscal Period 2024
10-340-0100 R		01/10/2024	MISC PAYMENT	\$0.00	\$100.00		77906 Fiscal Period 2024
10-340-0100 R		01/10/2024	STR Coding Correcti	\$100.00	\$0.00		79239 Fiscal Period 2024
10-340-0100 R		01/12/2024	MISC PAYMENT	\$0.00	\$5.00		77923 Fiscal Period 2024
10-340-0100 R		01/16/2024	MISC PAYMENT	\$0.00	\$50.00		77947 Fiscal Period 2024
10-340-0100 R		01/18/2024	MISC PAYMENT	\$0.00	\$100.00		77986 Fiscal Period 2024
10-340-0100 R		01/18/2024	STR Coding Correcti	\$100.00	\$0.00		79240 Fiscal Period 2024
10-340-0100 R		01/19/2024	MISC PAYMENT	\$0.00	\$100.00		77983 Fiscal Period 2024
10-340-0100 R		01/19/2024	STR Coding Correcti	\$100.00	\$0.00		79239 Fiscal Period 2024
10-340-0100 R		01/30/2024	MISC PAYMENT	\$0.00	\$25.00		78104 Fiscal Period 2024
10-340-0100 R		02/01/2024	MISC PAYMENT	\$0.00	\$25.00		78115 Fiscal Period 2024
10-340-0100 R		02/12/2024	MISC PAYMENT	\$0.00	\$100.00		78384 Fiscal Period 2024
10-340-0100 R		02/12/2024	STR Coding Correcti	\$100.00	\$0.00		79239 Fiscal Period 2024
10-340-0100 R		02/15/2024	MISC PAYMENT	\$0.00	\$25.00		78425 Fiscal Period 2024
10-340-0100 R		02/27/2024	MISC PAYMENT	\$0.00	\$25.00		78879 Fiscal Period 2024
10-340-0100 R		02/28/2024	MISC PAYMENT	\$0.00	\$25.00		78903 Fiscal Period 2024
10-340-0100 R		03/04/2024	MISC PAYMENT	\$0.00	\$20.00		78991 Fiscal Period 2024
10-340-0100 R		03/11/2024	MISC PAYMENT	\$0.00	\$100.00		79074 Fiscal Period 2024
10-340-0100 R		03/11/2024	STR Coding Correcti	\$100.00	\$0.00		79239 Fiscal Period 2024
10-340-0100 R		03/14/2024	MISC PAYMENT	\$0.00	\$50.00		79103 Fiscal Period 2024
10-340-0100 R		03/14/2024	MISC PAYMENT	\$0.00	\$100.00		79103 Fiscal Period 2024
10-340-0100 R		03/21/2024	MISC PAYMENT	\$0.00	\$25.00		79145 Fiscal Period 2024
10-340-0100 R		03/27/2024	MISC PAYMENT	\$0.00	\$100.00		79182 Fiscal Period 2024
10-340-0100 R		04/01/2024	MISC PAYMENT	\$0.00	\$50.00		79201 Fiscal Period 2024
10-340-0100 R		04/01/2024	MISC PAYMENT	\$0.00	\$200.00		79201 Fiscal Period 2024
10-340-0100 R		04/03/2024	MISC PAYMENT	\$0.00	\$50.00		79228 Fiscal Period 2024

Southern Software FMS GL Account History

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10-340-0100 PERMITS - 10-340-0100 PERMITS

GL Account	AType	Date	Description1	Debit	Credit	Batch	FPname
10-340-0100	R	04/10/2024	MISC PAYMENT	\$0.00	\$25.00	79278	Fiscal Period 2024
10-340-0100	R	04/10/2024	MISC PAYMENT	\$0.00	\$100.00	79278	Fiscal Period 2024
10-340-0100	R	04/17/2024	MISC PAYMENT	\$0.00	\$100.00	79313	Fiscal Period 2024
10-340-0100	R	04/19/2024	MISC PAYMENT	\$0.00	\$125.00	79330	Fiscal Period 2024
10-340-0100	R	04/23/2024	MISC PAYMENT	\$0.00	\$25.00	79383	Fiscal Period 2024
10-340-0100	R	04/23/2024	MISC PAYMENT	\$0.00	\$25.00	79383	Fiscal Period 2024
10-340-0100	R	04/25/2024	MISC PAYMENT	\$0.00	\$25.00	79417	Fiscal Period 2024
10-340-0100	R	04/29/2024	MISC PAYMENT	\$0.00	\$25.00	79426	Fiscal Period 2024
10-340-0100	R	05/01/2024	MISC PAYMENT	\$0.00	\$25.00	79473	Fiscal Period 2024
10-340-0100	R	05/06/2024	MISC PAYMENT	\$0.00	\$50.00	79498	Fiscal Period 2024
10-340-0100	R	05/06/2024	MISC PAYMENT	\$0.00	\$50.00	79535	Fiscal Period 2024
10-340-0100	R	05/08/2024	AR PAYVOID	\$100.00	\$0.00	79557	Fiscal Period 2024
10-340-0100	R	05/08/2024	AR PAYVOIDED	\$0.00	\$100.00	79557	Fiscal Period 2024
10-340-0100	R	05/13/2024	AR PAY	\$0.00	\$100.00	79596	Fiscal Period 2024
10-340-0100	R	05/14/2024	MISC PAYMENT	\$0.00	\$50.00	79611	Fiscal Period 2024
10-340-0100	R	05/21/2024	MISC PAYMENT	\$0.00	\$125.00	79646	Fiscal Period 2024
10-340-0100	R	05/23/2024	MISC PAYMENT	\$0.00	\$25.00	79664	Fiscal Period 2024
10-340-0100	R	05/23/2024	MISC PAYMENT	\$0.00	\$25.00	79664	Fiscal Period 2024
10-340-0100	R	06/04/2024	MISC PAYMENT	\$0.00	\$25.00	79777	Fiscal Period 2024
10-340-0100	R	06/06/2024	MISC PAYMENT	\$0.00	\$25.00	79808	Fiscal Period 2024
10-340-0100	R	06/06/2024	MISC PAYMENT	\$0.00	\$25.00	79808	Fiscal Period 2024
10-340-0100	R	06/20/2024	MISC PAYMENT	\$0.00	\$50.00	79909	Fiscal Period 2024
10-340-0100	R	06/21/2024	MISC PAYMENT	\$0.00	\$25.00	79914	Fiscal Period 2024
10-340-0100	R	06/21/2024	MISC PAYMENT	\$0.00	\$25.00	79914	Fiscal Period 2024
10-340-0100	R	06/24/2024	MISC PAYMENT	\$0.00	\$25.00	79925	Fiscal Period 2024
10-340-0100	R	06/26/2024	MISC PAYMENT	\$0.00	\$25.00	79933	Fiscal Period 2024
FPname: Fiscal Period 2025				\$800.00	\$2,720.00		
10-340-0100	R	07/08/2024	MISC PAYMENT	\$0.00	\$25.00	79983	Fiscal Period 2025
10-340-0100	R	07/18/2024	MISC PAYMENT	\$0.00	\$25.00	80063	Fiscal Period 2025
10-340-0100	R	07/18/2024	MISC PAYMENT	\$0.00	\$25.00	80059	Fiscal Period 2025

10-340-0100 PERMITS - 10-340-0100 PERMITS

GL Account	AType	Date	Description1	Debit	Credit	Batch	FName
10-340-0100 R		07/22/2024	MISC PAYMENT	\$0.00	\$25.00	80077	Fiscal Period 2025
10-340-0100 R		07/22/2024	MISC PAYMENT	\$0.00	\$25.00	80085	Fiscal Period 2025
10-340-0100 R		07/30/2024	MISC PAYMENT	\$0.00	\$25.00	80115	Fiscal Period 2025
10-340-0100 R		08/02/2024	MISC PAYMENT	\$0.00	\$25.00	80185	Fiscal Period 2025
10-340-0100 R		08/13/2024	MISC PAYMENT	\$0.00	\$25.00	80246	Fiscal Period 2025
10-340-0100 R		08/20/2024	MISC PAYMENT	\$0.00	\$25.00	80302	Fiscal Period 2025
10-340-0100 R		08/20/2024	MISC PAYMENT	\$0.00	\$25.00	80302	Fiscal Period 2025
10-340-0100 R		08/27/2024	MISC PAYMENT	\$0.00	\$25.00	80347	Fiscal Period 2025
10-340-0100 R		09/09/2024	MISC PAYMENT	\$0.00	\$50.00	80424	Fiscal Period 2025
10-340-0100 R		09/09/2024	MISC PAYMENT	\$0.00	\$255.00	80423	Fiscal Period 2025
10-340-0100 R		09/12/2024	MISC PAYMENT	\$0.00	\$300.00	80440	Fiscal Period 2025
10-340-0100 R		09/13/2024	MISC PAYMENT	\$0.00	\$25.00	80452	Fiscal Period 2025
10-340-0100 R		09/16/2024	MISC PAYMENT	\$0.00	\$700.00	80461	Fiscal Period 2025
10-340-0100 R		09/19/2024	MISC PAYMENT	\$0.00	\$150.00	80477	Fiscal Period 2025
10-340-0100 R		10/01/2024	MISC PAYMENT	\$0.00	\$25.00	80533	Fiscal Period 2025
10-340-0100 R		10/08/2024	MISC PAYMENT	\$0.00	\$25.00	80579	Fiscal Period 2025
10-340-0100 R		10/10/2024	MISC PAYMENT	\$0.00	\$150.00	80584	Fiscal Period 2025
10-340-0100 R		10/15/2024	MISC PAYMENT	\$0.00	\$25.00	80607	Fiscal Period 2025
10-340-0100 R		10/17/2024	MISC PAYMENT	\$0.00	\$25.00	80620	Fiscal Period 2025
10-340-0100 R		10/24/2024	MISC PAYMENT	\$0.00	\$100.00	80665	Fiscal Period 2025
10-340-0100 R		10/25/2024	MISC PAYMENT	\$0.00	\$25.00	80663	Fiscal Period 2025
10-340-0100 R		11/06/2024	MISC PAYMENT	\$0.00	\$50.00	80751	Fiscal Period 2025
10-340-0100 R		11/12/2024	MISC PAYMENT	\$0.00	\$25.00	80782	Fiscal Period 2025
				\$0.00	\$2,205.00		
				\$800.00	\$4,925.00		
				\$800.00	\$4,925.00		
				\$800.00	\$4,925.00		

Misc Code	Credit Acct	Debit Acct	Full Name	Trans Date	Comment	Amount	Void
Code Desc: OPEN/CLOSE FEE - CEM							
OPEN/CLOSE	52-300-0400	52-101-0400	LILLIE BERRY	11/5/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	ALICE DAVIS	11/5/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	NICOLE MANLEY	11/12/2024	CREMATION - CATHY SHERM	\$300.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	WALLACE HENSLEY	11/12/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	JEFF GILLEY	11/18/2024		\$300.00	\$0.00
						\$2,850.00	\$0.00
Code Desc: SALE OF LOTS ELK RUN CEMETERY							
LOTSALES	52-300-0000	52-101-0400	LEO LAWSON	11/1/2024		\$200.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	WILLIAM BENDER	11/5/2024		\$125.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	LISA MOUBRAY DAR	11/5/2024		\$250.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	ROLAND NADEAU A	11/5/2024		\$250.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	LINDA BREEDEN	11/21/2024		\$250.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	LEO LAWSON	11/1/2024		\$0.00	\$200.00
						\$1,075.00	\$200.00
						\$3,925.00	\$200.00

Misc Code	Credit Acct	Debit Acct	Full Name	Trans Date	Comment	Amount	Void
Code Desc: CEMETERY - PAID INSURANCE CLAIMS							
CEMINSURCLAIM	52-338-0100	52-101-0400	STATE FARM MUTUA	9/26/2024	FENCE	\$2,570.50	\$0.00
CEMINSURCLAIM	52-338-0100	52-101-0400	STATE FARM MUTUA	10/31/2024	HARTMAN - CEMETE	\$100.00	\$0.00
							\$2,670.50
Code Desc: OPEN/CLOSE FEE - CEM							
OPEN/CLOSE	52-300-0400	52-101-0400	MARLA NEMOYTIN	1/11/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	STEVEN K DEAN	1/11/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	BOBBY SHIFFLETT	1/24/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	DELORES TURNER	1/29/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	MARY F SHIFFLETT	2/12/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	JAMES KITE	2/13/2024	RICHARD LAM GRAV	\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	LEO LAWSON	2/14/2024		\$100.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	DORENDA FLICK AR	2/15/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	JOSEPH OBYRNE	2/20/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	BONNIE SPONAUGLE	3/4/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	WAYNE BROWN	3/4/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	LOUISE FERRELL	3/8/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	MARIE FREY	3/15/2024		\$350.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	MARIE FREY	3/15/2024		\$300.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	ARNOLD MACE	3/19/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	JACQLIN VILLALOB	3/19/2024		\$300.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	HAROLD MOYERS	3/27/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	NORMAN GORIN	4/3/2024		\$300.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	KENNETH HENSLEY	4/8/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	REBECCA MORRIS	4/9/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	MAXINE SELLERS	4/10/2024		\$300.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	AARON SAUM	4/22/2024		\$300.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	DYMOND THACKER	4/18/2024		\$300.00	\$0.00

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Misc Code	Credit Acct	Debit Acct	Full Name	Trans Date	Comment	Amount	Void
OPEN/CLOSE	52-300-0400	52-101-0400	KYGER FUNERAL HO	4/23/2024	ROY E. DAVIS	\$300.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	JUDY UMBARGER	4/30/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	GARY MOWBRAY	5/6/2024		\$300.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	KYGER FUNERAL HO	6/3/2024	RAY WILLIAMS	\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	VILVER & REBA DEA	6/6/2024	VILVER (CREMATIO	\$1,050.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	WILMER LAM	6/7/2024		\$300.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	RUTH DEAN	6/7/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	DORIS SHIFFLETT	6/13/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	JEFFREY & REBECCA	6/21/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	LINDA HENSLEY	6/28/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	LEONA LAM	7/1/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	DONALD WILLIAMS	7/29/2024		\$300.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	BRINNA DEAN	7/29/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	KYGER FUNERAL HO	8/8/2024		\$300.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	KYGER FUNERAL HO	8/8/2024		\$300.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	OKLEY BREEDEN	8/16/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	ELVA ST CLAIR	8/16/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	DARRELL SLYE	8/16/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	PAUL CARDIN	8/19/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	KYGER FUNERAL HO	8/26/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	ROBERT KINSLER	9/3/2024	BURIAL FOR ROSET	\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	RALPH EPPARD	9/3/2024		\$300.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	KENNETH SHIFFLET	9/3/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	SAMUEL ROACH JR	9/9/2024		\$300.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	JAMIE SHIFFLETT	9/16/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	GARRY BREEDEN	9/23/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	PATRICIA SHIFFLET	10/14/2024	EARL SHIFFLETT	\$750.00	\$0.00

Transaction Date from 1/1/2024 - 11/30/2024 Miscellaneous Transaction Code Report

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Misc Code	Credit Acct	Debit Acct	Full Name	Trans Date	Comment	Amount	Void
OPEN/CLOSE	52-300-0400	52-101-0400	LILLIE BERRY	11/5/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	ALICE DAVIS	11/5/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	NICOLE MANLEY	11/12/2024	CREMATION - CATH	\$300.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	WALLACE HENSLEY	11/12/2024		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	JEFF GILLEY	11/18/2024		\$300.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	MARIE FREY	3/15/2024		\$0.00	\$350.00
Code Desc: SALE OF LOTS ELK RUN CEMETERY						\$33,300.00	\$350.00
LOTSALES	52-300-0000	52-101-0400	JEFF SHIFFLET	1/8/2024		\$125.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	LEO LAWSON	1/12/2024		\$100.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	DEBORAH SHIFFLET	1/12/2024	CONTRACT PAYMEN	\$200.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	WILLIAM J BENDER	1/22/2024		\$125.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	STEPHEN NIELSEN	2/1/2024		\$2,000.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	DEBORAH & KENNET	2/2/2024		\$200.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	WILLIAM BENDER	2/8/2024		\$125.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	JAMES KITE	2/13/2024	RICHARD LAM GRAV	\$1,000.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	DORENDA FLICK AR	2/15/2024		\$1,000.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	JEFF SHIFFLETT	2/28/2024		\$125.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	BONNIE SPONAUGLE	3/4/2024		\$1,000.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	WILLIAM JAY BNDER	3/4/2024		\$125.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	TIMOTHY MONGER	2/28/2024		\$3,000.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	DEBORAH SHIFFLET	3/8/2024		\$200.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	LEO LAWSON	3/12/2024		\$100.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	ARNOLD MACE	3/15/2024		\$1,500.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	JACQLIN VILLALOBO	3/19/2024		\$1,500.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	RICHARD EPPARD	3/20/2024		\$1,500.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	DEBORAH SHIFFLET	4/5/2024		\$200.00	\$0.00

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Misc Code	Credit Acct	Debit Acct	Full Name	Trans Date	Comment	Amount	Void
LOTSALES	52-300-0000	52-101-0400	WILLIAM BENDER	4/5/2024		\$125.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	ESSIE LAWSON	4/8/2024		\$100.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	SHANE DOVEL	4/8/2024		\$2,000.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	JEFF SHIFFLETT	4/22/2024		\$125.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	LISA AND DARRELL	5/2/2024		\$250.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	ROLAND & AUDREY	5/2/2024		\$250.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	DEBORAH SHIFFLET	5/2/2024		\$200.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	JAY BENDER	5/6/2024		\$125.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	GARY MOWBRAY	5/6/2024		\$1,500.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	LEO LAWSON	5/8/2024		\$100.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	REBECCA WYANT	5/13/2024		\$3,000.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	LISA & DARRELL MO	6/3/2024		\$250.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	ROLAND & AUDREY	6/3/2024		\$250.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	LEO LAWSON	6/3/2024		\$100.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	WILLIAM JAY BEUDE	6/5/2024		\$125.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	DEBORAH SHIFFLET	6/7/2024		\$200.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	NATHAN PANNELL	6/25/2024		\$500.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	LISA MOUBRAY	7/2/2024		\$250.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	ROLAND NADEAU	7/2/2024		\$250.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	DEBORAH SHIFFLET	7/2/2024		\$200.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	LEO LAWSON	7/2/2024		\$100.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	ESSIE LAWSON	7/2/2024		\$125.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	WILLIAM BENDER	7/11/2024		\$125.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	NATHAN PANELL	7/29/2024		\$300.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	LISA MOUBRAY	8/1/2024		\$250.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	ROLAND NADEAU	8/1/2024		\$250.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	DEBORAH SHIFFLET	8/2/2024		\$200.00	\$0.00

Transaction Date from 1/1/2024 - 11/30/2024 Miscellaneous Transaction Code Report

Date: 12/10/2024 8:06 AM

Misc Code	Credit Acct	Debit Acct	Full Name	Trans Date	Comment	Amount	Void
LOTSALES	52-300-0000	52-101-0400	LEO LAWSON	8/7/2024		\$100.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	ESSIE LAWSON	8/7/2024		\$125.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	WILLIAM BENDER	8/8/2024	CONTRACT PAYMEN	\$125.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	JEFF SHIFFLETT	8/12/2024		\$125.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	MATTHEW SLYE	8/13/2024	SALE OF LOT	\$1,000.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	MATTHEW SLYE	8/13/2024		\$500.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	JOHN SELF	8/15/2024		\$6,000.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	DAVID BREEDEN	8/19/2024		\$2,000.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	ROBERT KINSLER	8/22/2024		\$1,500.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	NATHAN PANNELL	8/27/2024		\$400.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	TRACY KNIGHT DIA	8/27/2024		\$2,000.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	RALEIGH SILVIOUS	8/29/2024		\$1,500.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	LEO LAWSON	9/3/2024		\$100.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	ESSIE LAWSON	9/3/2024		\$125.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	LISA MOUBRAY	9/18/2024		\$250.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	ROLAND NADEAU	9/18/2024		\$250.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	WILLIAM BENDER	9/18/2024		\$125.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	GARRY BREEDEN	9/23/2024		\$1,500.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	LACEY SHIFFLETT	9/25/2024		\$200.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	JOYCE MORRIS	9/26/2024		\$2,000.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	STEPHEN HENSLEY	9/26/2024		\$3,000.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	REVA SHIFFLETT	9/30/2024		\$1,500.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	NATHAN PANNELL	10/1/2024		\$250.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	LEO LAWSON	10/8/2024		\$100.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	ESSIE LAWSON	10/8/2024		\$125.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	ROLAND NADEAU	10/10/2024		\$250.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	LISA MOUBRAY	10/10/2024		\$250.00	\$0.00

Transaction Date from 1/1/2024 - 11/30/2024 Miscellaneous Transaction Code Report

Date: 12/10/2024 8:06 AM

Misc Code	Credit Acct	Debit Acct	Full Name	Trans Date	Comment	Amount	Void
LOTSALES	52-300-0000	52-101-0400	WILLIAM BENDER	10/10/2024		\$125.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	ROGER & NANCY BA	10/25/2024		\$2,500.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	ESSIE LAWSON	10/25/2024	PAID IN FULL	\$1,700.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	LARRY SAMUELS	10/29/2024	CONTRACT PAYMEN	\$125.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	NATHAN PANNELL	10/31/2024		\$250.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	LEO LAWSON	11/1/2024		\$200.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	WILLIAM BENDER	11/5/2024		\$125.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	LEO LAWSON	11/1/2024		\$0.00	\$200.00
LOTSALES	52-300-0000	52-101-0400	LISA MOUBRAY DAR	11/5/2024		\$250.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	ROLAND NADEAU A	11/5/2024		\$250.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	LINDA BREEDEN	11/21/2024		\$250.00	\$0.00
Code Desc: SALE OF NICHE						\$56,550.00	\$200.00
NICHE	52-301-0000	52-101-0400	K B POTTER	12/12/2024		\$1,200.00	\$0.00
NICHE	52-301-0000	52-101-0400	LARRY SHERMAN	4/5/2024		\$1,200.00	\$0.00
NICHE	52-301-0000	52-101-0400	CHARLES ALLEN	7/26/2024		\$1,200.00	\$0.00
						\$3,600.00	\$0.00
						\$96,120.50	\$550.00

November Water Hauling Report

<u>July 2023-June 2024</u>		<u>Revenue</u>
July	996,911.00	8,046.47
August	1,058,680.00	8,547.12
September	1,258,393.00	10,346.28
October	1,139,480.00	9,385.79
November	872,283.00	7,248.13
December	744,334.00	6,239.78
January	675,701.00	5,681.06
February	599,459.00	5,070.76
March	870,425.00	7,253.43
April	1,016,772.00	8,436.00
May	1,493,153.00	12,265.21
June	1,725,117.00	13,823.98
YTD:	12,450,708.00	102,344.01

<u>July 2024-June 2025</u>		<u>Revenue</u>
July	1,599,297.00	14,759.23
August	1,108,325.00	10,350.18
September	1,181,693.00	11,010.29
October	948,742.00	8,893.47
November	939,390.00	8,809.60
December		
January		
February		
March		
April		
May		
June		
YTD:	5,777,447.00	53,822.77



Staff Report/Recommendation

REQUESTED: Town Manager Greg Lunsford

MEETING DATE: December 16, 2024

SUBJECT/TOPIC: Town Attorney's Report

BACKGROUND: Town Attorney Callahan to verbally present his report

ACTION REQUESTED:

Information Only	☐	Discussion	☐	Reports	☒
Action Item	☐	Public Hearing	☐	Closed Session	☐

FINANCIAL IMPACT:

Budgeted: YES ☐ NO ☐ No Financial Impact ☒
Amount: N/A
Budget Line Item: N/A

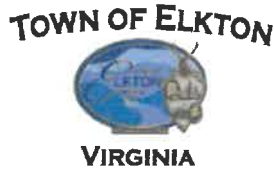
If expenditure of funds is required, the amount and the line item name/number that the funds are to be taken from must be stated. If funds are not available in the appropriate line item but they are available in a different line item within the department, this must be explained. If no funds are to be expended, simply state "There is no financial impact to the Town."

STAFF RECOMMENDATION: N/A

APPROVAL:  _____
Greg Lunsford, Town Manager

ATTACHMENTS: None

Request(s) to be added to the agenda MUST be received within five (5) working days prior to the meeting date. All pertinent information MUST be attached in order for this item to be placed on the agenda.



Staff Report/Recommendation

REQUESTED DEPARTMENT: Treasurer's Office

MEETING DATE: December 16, 2024

SUBJECT/TOPIC: Designation of Remaining ARPA Funds

BACKGROUND: The American Rescue Plan Act (commonly known as "ARPA") was signed into law on March 11, 2021 to provide additional financial relief in the wake of the COVID-19 pandemic. ARPA includes a significant amount of "Coronavirus State and Local Fiscal Recovery Funds" (SLFRF) for state and local governments to use over a period of several years.

Eligible uses of these funds include:

- COVID-19 expenditures or negative economic impacts of COVID-19, including assistance to small businesses, households, and hard-hit industries, and economic recovery;
- Premium pay for essential workers; and
- Investments in water, sewer, and broadband infrastructure.

SLFRF funding is required to be obligated by December 31, 2024 and fully expended by December 31, 2026.

The Town currently has \$1,491,513.90 in remaining SLFRF funds. Council has discussed using the remaining funds for the Drinking Water Project. There was also mention of a portion of the funding to be used toward relocation of the Police Department. As noted above, the only eligible uses for infrastructure is water, sewer or broadband projects.

ACTION REQUESTED:

Information Only	☐	Discussion	☐	Reports	☐
Action Item	☒	Public Hearing	☐	Closed Session	☐

FINANCIAL IMPACT:

Budgeted: YES ☒ NO ☐ No Financial Impact ☐
 Amount: \$1,491,513.90
 Budget Line Item: 80-850-8850 – ARPA (Drinking Water Project)

If expenditure of funds is required, the amount and the line item name/number that the funds are to be taken from must be stated. If funds are not available in the appropriate line item but they are available in a different line item within the department, this must be explained. If no funds are to be expended, simply state "There is no financial impact to the Town."



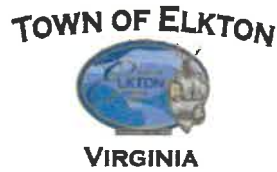
Staff Report/Recommendation

STAFF RECOMMENDATION: Staff recommends that the Town obligate and appropriate the remaining ARPA funds for the Drinking Water Project.

APPROVAL:

 _____
Greg Lunsford, Town Manager

ATTACHMENTS: None



Staff Report/Recommendation

REQUESTED: Town Manager Greg Lunsford

MEETING DATE: December 16, 2024

SUBJECT/TOPIC: Contract of Purchase for Unimproved Land and Disclosure (Mt. Pleasant Road property)

BACKGROUND: N/A

ACTION REQUESTED:

Information Only	☐	Discussion	☐	Reports	☐
Action Item	☒	Public Hearing	☐	Closed Session	☐

FINANCIAL IMPACT:

Budgeted: YES ☐ NO ☐ No Financial Impact ☒
Amount: N/A
Budget Line Item: N/A

If expenditure of funds is required, the amount and the line item name/number that the funds are to be taken from must be stated. If funds are not available in the appropriate line item but they are available in a different line item within the department, this must be explained. If no funds are to be expended, simply state "There is no financial impact to the Town."

STAFF RECOMMENDATION: N/A

APPROVAL: 
Greg Lunsford, Town Manager

ATTACHMENTS: Contract and Disclosure

Request(s) to be added to the agenda MUST be received within five (5) working days prior to the meeting date. All pertinent information MUST be attached in order for this item to be placed on the agenda.



VIRGINIA REALTORS®
CONTRACT FOR PURCHASE OF UNIMPROVED PROPERTY
 (This is a legally binding contract. If you do not understand any part of it, please seek competent advice before signing.)



This CONTRACT FOR PURCHASE OF UNIMPROVED PROPERTY made as of 12/2/2024, between Town of Elkton (the "Seller," whether one or more), whose address is 173 W Spotswood Ave Elkton VA 22827 and Rickel Contracting LLC (the "Purchaser," whether one or more), whose address is 1197 Garbers Church Rd Harrisonburg VA 22801 provides: The Listing Company (who represents Seller) is NA and the Selling Company (who ☒ does OR ☐ does not represent Purchaser) is MONTAGUE, MILLER & CO. - WESTFIELD

1. **REAL PROPERTY:** Purchaser agrees to buy and Seller agrees to sell the land and all improvements thereon located in the County or City of Rockingham Elkton, Virginia and described as (legal description):

Parcel #131-15-1 Deed Book 5586 Page 630 Containing 0.278 Acres

and more commonly known as: TBD Mt Pleasant Rd Elkton VA 22827 (the "Property").

2. **PURCHASE PRICE:** The Purchase Price (the "Purchase Price") of the Property is \$ \$40,000.00.

☒ This sale shall be in gross, and the Purchase Price shown above shall be the exact sales price.
☐ The Purchase Price shall be adjusted at settlement to an exact purchase price of \$ _____ per (sq ft.) (acre). The exact area to be determined by a survey to be made by a licensed surveyor and paid for by ☐ Purchaser OR ☐ Seller OR ☐ _____. Purchaser shall pay to Seller at settlement the Purchase Price in cash or by cashier's certified check, subject to the prorations herein and from the following sources:

☐ (a) **THIRD PARTY FIRST TRUST:** This sale is subject to Purchaser's ☐ obtaining OR ☐ assuming: ☐ a conventional OR ☐ other (describe) (_____) loan secured by a first deed of trust lien on the Property in the principal amount of \$ _____, or _____% of the Purchase Price bearing interest at a fixed rate not exceeding _____% per year, or at an adjustable rate with an initial rate not exceeding _____% per year and a maximum rate during the term of the loan not exceeding _____% per year, or at the market rate of interest at the time of settlement, amortized over a term of _____ years, and requiring not more than a total of _____ loan discount points, excluding a loan origination fee, or an assumption fee not exceeding \$ _____. (If this contract provides for the assumption of a loan: (i) the parties acknowledge that the balance set forth above is approximate and that the principal amount to be assumed will be the outstanding principal balance on the date of settlement, and (ii) Purchaser shall assume all obligations of Seller under such loan.)

☐ (b) **THIRD PARTY SECOND TRUST:** As set forth in paragraph 4, this sale is also subject to Purchaser's obtaining a loan secured by a second deed of trust lien on the Property in the principal amount of \$ _____, or _____% of the Purchase Price bearing interest at rate not exceeding _____% per year, amortized as follows _____, and requiring not more than a total of _____ loan discount points, excluding the origination fee.

☒ (c) **BALANCE OF PURCHASE PRICE:** Purchaser will provide the balance of the Purchase Price from Purchaser's funds in cash or by cashier's or certified check or wired funds at settlement. Purchaser shall give Seller written verification from Purchaser's bank or other sources within fifteen (15) days after the date this Contract is fully ratified that Purchaser has or can have the balance of the Purchase Price in cash not later than the settlement date. If Purchaser fails to give such verification within such time, Seller may terminate this Contract by giving Purchaser written notice thereof within ten (10) days after the date by which verification was to be given.

(d) **OTHER FINANCING TERMS:**

3. **DEPOSIT:** Purchaser shall make a deposit of \$ 500.00 to be held by Montague Miller & Co (the "Escrow Agent") (the "Deposit"). Purchaser [select one]: ☐ has paid the Deposit to the Escrow Agent OR ☒ will pay the Deposit to the Escrow Agent within 5 days (the "Deposit Date") after the date this Contract is fully executed by the parties. If Purchaser fails to pay the Deposit as set forth herein, then Purchaser shall be in breach of this Contract. At Seller's option and in lieu of all other remedies set forth in this Contract, Seller may terminate this Contract by written notice to Purchaser and neither party shall have any further obligation hereunder.

If the Escrow Agent is a Virginia Real Estate Board ("VREB") licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account by the end of the fifth business banking day following the latter of: (i) the date this Contract is fully executed by the parties, or (ii) the Deposit Date. If the Escrow Agent is not a VREB licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account in conformance with applicable Federal or Virginia law and regulations. The Deposit may be held in an interest bearing account and the parties waive any claim to interest resulting from such Deposit. The Deposit shall not be released by the Escrow Agent until (i) credited toward the Purchase Price at settlement; (ii) Seller and Purchaser agree in writing as to its disposition; (iii) a court of competent jurisdiction orders a disbursement of the funds; or (iv) disbursed in such manner as authorized by the terms of this Contract or by Virginia law or regulations. Seller and Purchaser agree that Escrow Agent shall have no liability to any party for disbursing the Deposit in accordance with this paragraph, except in the event of Escrow Agent's negligence or willful misconduct.

If the Property is foreclosed upon while this Contract is pending, the terms of Section 54.1-2108.1 of the Code of Virginia shall apply to the disbursement of the Deposit. Foreclosure shall be considered a termination of this Contract by Seller and, absent any default by Purchaser, the Deposit shall be disbursed to Purchaser.

4. **FINANCING:**

(a) This Contract is contingent upon Purchaser obtaining and delivering to Seller a written commitment or commitments, as the case may be, for the third-party financing or loan assumption required in paragraph 2. Purchaser agrees to make written application for such financing or assumption (including the payment of any required application, credit, or appraisal fees) within five (5) business days of the date of acceptance of this Contract and to diligently pursue obtaining a commitment for such financing.

(b) If Purchaser does not obtain such written commitment and so notifies Seller or Listing Company in writing before 5:00 p.m. local time on _____ (if no date is filled in, the date shall be the same date set forth in paragraph 7), then if Purchaser is otherwise in compliance with the terms of this Contract, this Contract shall terminate upon giving such a notice and the Deposit shall be refunded to Purchaser. If Purchaser does not obtain such a written commitment and notice thereof is not received by the deadline, or such later deadline as the parties may agree upon in writing, then Purchaser's financing contingency set out in subparagraph 4(a) above shall nonetheless continue unless Seller gives Purchaser written notice of intent to terminate this Contract. If Seller gives Purchaser such notice, this Contract shall terminate as of 5:00 p.m. local time on the third day following Seller's delivery of such notice to Purchaser unless before that time Purchaser has delivered to Seller a commitment in compliance with the provisions of subparagraph 4(a) above, or a removal of Purchaser's financing contingency and evidence of the availability of funds necessary to settle without such financing.

(c) If the balance of the Purchase Price in excess of the Deposit is to be paid in cash without third party or seller financing, Purchaser shall give Seller written verification from Purchaser's bank or other sources within fifteen (15) days after the date this Contract is fully ratified that Purchaser has or can have the balance of the Purchase Price in cash not later than the settlement date. If Purchaser fails to give such verification within such time, Seller may terminate this Contract by giving Purchaser written notice thereof within ten (10) days after the date by which verification was to be given.

(d) Unless specified in a written contingency, neither this Contract nor Purchaser's financing is dependent or contingent on the sale or settlement or lease of other real property.

(e) The occurrence of any of the following shall constitute a default by Purchaser under this Contract:

- (i) Purchaser fails to make timely application for any financing provided for hereunder, or to diligently pursue obtaining such financing;
- (ii) Purchaser fails to lock in the interest rate(s) provided for hereunder and the rate(s) increase so that Purchaser no longer qualifies for the financing;
- (iii) Purchaser fails to comply with the lender's reasonable requirements in a timely manner;
- (iv) Purchaser fails to notify the lender, Seller or Listing Company promptly of any material adverse change in Purchaser's financial situation that affects Purchaser's ability to obtain the financing;
- (v) Purchaser does not have the down payment, closing costs or fees, or other funds required to settle as provided in this Contract;
- (vi) Purchaser does or fails to do any act following ratification of this Contract that prevents Purchaser from obtaining the financing; or
- (vii) Purchaser makes any deliberate misrepresentation, material omission, or other inaccurate submission or statement that results in Purchaser's inability to secure the financing.

(f) Purchaser ☐ does OR ☒ does not intend to occupy the Property as a primary residence.

(g) Nothing in this Contract shall prohibit Purchaser from pursuing alternative financing from the financing specified in paragraph 2. Purchaser's failure to obtain the alternative financing shall be at Purchaser's risk, and shall not relieve Purchaser of the consequences set forth in this paragraph 4 should Purchaser fail to pursue, as required in this paragraph 4, the financing set forth in paragraph 2.

5. **LOAN FEES:** Except as otherwise agreed upon in this Contract, Purchaser shall pay all points, loan origination fees, charges and other costs imposed by a lender or otherwise incurred in connection with obtaining the loan or loans. The amount of any contributions Seller agrees to make under this Contract toward Purchaser's loan fees shall include miscellaneous and tax service fees charged by a lender for financing described in this Contract and which by regulation or law Purchaser is not permitted to pay.
6. **TITLE INSURANCE.** Purchaser may, at Purchaser's expense, purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to Settlement and which, though not recorded at the time of recordation of Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage. Purchaser may purchase title insurance at either "standard" or "enhanced" coverage and rates. For purposes of owner's policy premium rate disclosure by Purchaser's lender(s), if any, Purchaser and Seller require that enhanced rates be quoted by Purchaser's lender(s). Purchaser understands that nothing herein obligates Purchaser to obtain any owner's title insurance coverage at any time, including at Settlement, and that the availability of enhanced coverage is subject to underwriting criteria of the title insurer.
7. **SETTLEMENT; POSSESSION:** Settlement shall be made at Buyers Settlement Company of Choice on or about 1/10/2025. "Settlement" means the time when the settlement agent has received the duly executed deed, loan funds, loan documents, and other documents and funds required to carry out the terms of the contract between the parties and the settlement agent reasonably determines that prerecordation conditions of such contracts have been satisfied. Possession of the Property shall be given at settlement, unless otherwise agreed in writing by the parties. At settlement, Seller will deliver the deed described in paragraph 15, an affidavit acceptable to Purchaser and Purchaser's title insurance company as to parties in possession and mechanic's liens, applicable non-foreign status and state residency certificates and applicable IRS 1099 certificates.
8. **EXPENSES; PRORATIONS; ROLLBACK TAXES:**
 - (a) Each party shall bear its own expenses in connection with this Contract, except as specifically provided otherwise herein. Seller agrees to pay the expense of preparing the deed and the recordation tax applicable to grantors; all expenses incurred by Purchaser in connection with the purchase, including without limitation title examination, insurance premiums, survey costs, recording costs and the fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent escrow deposits, and other ownership fees, if any, shall be prorated as of the date of settlement.
 - (b) Rollback taxes shall be paid as follows:
☐ By Purchaser ☒ By Seller ☐ By party changing land use The terms of this paragraph survives the recording of the deed. _____
9. **BROKERAGE FEE; SETTLEMENT STATEMENTS:** Seller and Purchaser authorize and direct the settlement agent to disburse to Listing Company and/or Selling Company from the settlement proceeds their respective portions of the brokerage fee payable as a result of this sale and closing under the Contract. Each of Listing Company and/or Selling Company shall deliver to the settlement agent, prior to settlement, a signed written statement setting forth the fee to which such company is entitled and stating how such fee and any additional sales incentives are to be disbursed. Seller and Purchaser authorize and direct the settlement agent to provide to each of Seller, Purchaser, Listing Company and Selling Company a copy of the unified settlement statement for the transaction.
10. **BROKER INDEMNIFICATION:** Seller and Purchaser agree to hold harmless Listing Company, Selling Company, the officers, directors and employees, or any real estate broker or salesperson employed by or affiliated with the Listing Company or Selling Company for any delay, or expense caused by such delay, in settlement due to regulatory or legal requirements.
11. **STUDY PERIOD:** Purchaser shall have 0 days from the date this Contract is executed by both Purchaser and Seller to determine, through engineering and feasibility studies, whether Purchaser's plan of development of the Property is practical. Purchaser shall contract for such studies within ten (10) days from the date of execution, and deliver to Seller and Listing Company copies of the letter(s) ordering the studies, said letter(s) stipulating that true copies of all studies are to be sent to Seller or Listing Company, simultaneously with delivery to Purchaser. If within such study period Purchaser notifies Seller or Listing Company, in writing, that Purchaser's plan, in Purchaser's sole judgment, is not practical, Purchaser may terminate this Contract and receive a refund of the Deposit and the parties shall have no further liability or obligations hereunder, except as set forth herein. Time shall be of the essence of this provision.

12. **SOIL STUDY:** This Contract is contingent for NA days from date of execution of this Contract by both Purchaser and Seller to allow _____ at its expense to obtain a soil study and/or percolation test, which shall lawfully allow for the erection and use of _____

_____ on the Property. Such study or test shall be pursued diligently and in good faith and if such study or test reveals that Purchaser's intended use of the Property is not permissible or practicable, Purchaser shall have the right, upon written notice to Seller, to terminate this Contract, in which event the Deposit shall be returned to Purchaser and the parties shall have no further liability or obligations hereunder, except as set forth herein.

13. **ACCESS:** Purchaser and Purchaser's agents and engineers shall have the right to enter onto the Property at all reasonable times prior to settlement for purposes of engineering, surveying, title or such other work as is permitted under this Contract, so long as such studies do not result in a permanent change in the character or topography of the Property. Purchaser shall not interfere with Seller's use of the Property, and Purchaser, at Purchaser's expense, shall promptly restore the Property to its prior condition upon completion of Purchaser's studies or work. Purchaser to keep the Property free and clear from all liens resulting from its work, studies, investigations or other activities performed pursuant to this Contract and shall indemnify and hold Seller harmless against any loss or liability to person or property resulting from Purchaser's presence or activities on the Property. This obligation shall survive settlement and transfer of title and possession to the Property.

14. **RISK OF LOSS:** All risk of loss or damage to the Property by fire, windstorm, casualty, or other cause is assumed by Seller until settlement. In the event of substantial loss or damage to the Property before settlement, Purchaser shall have the option of either (i) terminating this Contract and recovering the Deposit, or (ii) affirming this Contract, in which event Seller shall assign to Purchaser all of Seller's rights under any policy or policies of insurance applicable to the Property.

15. **TITLE:** At settlement Seller shall convey the Property to Purchaser by general warranty deed containing English covenants of title (except that conveyance from a personal representative of an estate or from a trustee or institutional lender shall be by special warranty deed), free of all encumbrances, tenancies, and liens (for taxes and otherwise), but subject to such restrictive covenants and utility easements of record which do not materially and adversely affect the use of the Property for Purchaser's intended purposes or render the title unmarketable. If the Property does not abut a public road, title to the Property must include a recorded easement providing adequate access thereto. In the event this sale is subject to a financing contingency under paragraph 2(a) or 2(b), the access to a public road must be acceptable to each lender. If the examination reveals a title defect of a character that can be remedied by legal action or otherwise within a reasonable time, then Seller, at Seller's expense, shall promptly take such action as is necessary to cure such defect. If the defect is not cured within 60 days after Seller receives notice of the defect, then Purchaser shall have the right to (i) terminate this Contract, in which event the Deposit shall be returned to Purchaser, and Purchaser and Seller shall have no further obligations hereunder, or (ii) waive the defect and proceed to settlement with no adjustment to the Purchase Price. If Seller has agreed to cure such defect, the parties agree that the settlement date prescribed in paragraph 7 shall be extended as necessary to enable Seller to cure such title defect, but not for more than 60 days unless agreed by the parties.

16. **COMMON INTEREST COMMUNITY:**

Seller represents that the Property [select one]: ☐ is OR ☒ is not located in a Common Interest Community. Pursuant to §55.1-2307 et. seq. of the Code of Virginia, a Common Interest Community means a property owners' association subject to the Property Owners' Association Act (§55.1-1800 et seq.), a condominium created pursuant to the Virginia Condominium Act (§55.1-1900 et seq.), or a cooperative created pursuant to the Virginia Real Estate Cooperative Act (§55.1-2100 et seq.).

If the Property is in a Common Interest Community, then pursuant to §55.1-2308 Seller is required to obtain from the association a resale certificate and provide it to Purchaser unless exempt pursuant to §55.1-2317.

If delivery of the resale certificate to the purchaser or purchaser's agent, whether or not complete pursuant to § 55.1-2310, or a notice that the resale certificate is unavailable, occurs before the contract is ratified, the purchaser may cancel the contract within a time period agreed upon by all parties in the ratified real estate contract. If no time period is specified in the ratified real estate contract, the purchaser shall have three days from the date of ratification to cancel the contract.

If delivery of the resale certificate to the purchaser or purchaser's agent, whether or not complete pursuant to § 55.1-2310, or a notice that such resale certificate is unavailable, occurs after the contract is ratified, the purchaser may cancel the contract within a time period agreed upon by all parties to the real estate contract. If no time period is specified in the ratified real estate contract, the purchaser shall have three days from receipt of the resale certificate or notice that the resale certificate is unavailable to cancel the contract.

If the resale certificate or notice that the resale certificate is unavailable has not been delivered to the purchaser, the purchaser or purchaser's agent may cancel the contract at any time prior to settlement.

The written notice of cancellation shall be delivered within _____ days (if blank 3) after delivery of the resale certificate. Purchaser's right to receive the resale certificate and the right to cancel the contract are waived conclusively if not exercised before settlement.

If a resale certificate was issued more than 30 days but less than 12 months before settlement, Seller or Purchaser, upon proof of being the contract purchaser of the unit, may request an updated resale certificate. The updated resale certificate

shall be delivered to the person requesting it, or as such person may direct, in the format requested. The updated resale certificate shall be delivered within 10 days after the written request. A request for an updated resale certificate does not extend the cancellation periods set forth above.

17. **NOTICE TO PURCHASER REGARDING SETTLEMENT AGENT AND SETTLEMENT SERVICES: Choice of Settlement Agent:** Chapter 10 (§55.1-1000 et seq.) of Title 55.1 of the Code of Virginia provides that in loans made by lenders and secured by first deeds of trust or mortgages on real estate containing not more than four residential dwelling units, the purchaser or borrower has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's role in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the purchaser will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party. **Variation by agreement:** The provisions of Chapter 10 (§55.1-1000 et seq.) of Title 55.1 of the Code of Virginia may not be varied by agreement, and rights conferred by this chapter may not be waived. The seller may not require the use of a particular settlement agent as a condition of the sale of the property. **Escrow, closing, and settlement service guidelines:** The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, the purchaser or borrower is entitled to receive a copy of these guidelines from his settlement agent, upon request, in accordance with the provisions of Chapter 10 (§55.1-1000 et seq.) of Title 55.1 of the Code of Virginia.

To facilitate the settlement agent's preparation of various closing documents, including any HUD-1 or Closing Disclosure, Purchaser hereby authorizes the settlement agent to send such Closing Disclosure to Purchaser by electronic means and agrees to provide the settlement agent Purchaser's electronic mail address for that purpose only.

18. **MECHANICS LIEN NOTICE:**

(a) Virginia law (§ 43-1 et seq.) permits persons who have performed labor or furnished material for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal, or improvement is terminated. **AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.**

(b) Seller shall deliver to Purchaser at settlement an affidavit, on a form acceptable to Purchaser's lender, if applicable, signed by Seller that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmen's liens against the Property. If labor or materials have been furnished during the statutory period, Seller shall deliver to Purchaser an affidavit signed by Seller and the person(s) furnishing the labor or materials that the costs thereof have been paid.

19. **NON-BINDING MEDIATION:** In an effort to avoid the expense and delay of litigation, the parties agree to submit any disputes or claims arising out of this Contract, including those involving the Listing Company or the Selling Company, to mediation prior to instituting litigation. Such mediation will be **non-binding**, that is, no party will be obligated to enter into any settlement arising out of mediation unless that settlement is satisfactory to that party. Any settlement the parties enter into will be binding, but if the parties are not able to reach agreement on a settlement, they may resort to arbitration or litigation as if the mediation had never taken place. The mediation will be performed by a mutually-agreeable mediator or mediation service in the area. This agreement to mediate does not apply to foreclosure, unlawful detainer (eviction), mechanics lien, probate, or license law actions. Judicial actions to provide provisional remedies (such as injunctions and filings to enable public notice of pending disputes) are not violations of the obligation to mediate and do not waive the right to mediate.
20. **NOTICE TO PURCHASER(S):** Purchaser should exercise whatever due diligence Purchaser deems necessary with respect to information on sexual offenders registered under Chapter 23 (Section 19.2-987 et seq.) of Title 19.2. Such information may be obtained by contacting your local police department or the Department of State Police, Central Records Exchange at (804) 674-2000 or <https://www.vspso.com/>.
21. **DEFAULT:** If Seller or Purchaser defaults under this Contract, the defaulting party, in addition to all other remedies available at law or in equity, shall be liable for the brokerage fee referenced in paragraph 9 hereof as if this Contract had been performed and for any damages and all expenses incurred by non-defaulting party, Listing Company and Selling Company in connection with this transaction and the enforcement of this Contract, including, without limitation attorneys' fees and costs, if any. Payment of a real estate broker's fee as the result of a transaction relating to the Property which occurs subsequent to a default under this Contract shall not relieve the defaulting party of liability for the fee of Listing Company in this transaction and for any damages and expenses incurred by the non-defaulting party, Listing Company and Selling Company in connection with this transaction. In any action brought by Seller, Purchaser, Listing Company, or Selling Company under this Contract or growing out of the transactions contemplated herein, the prevailing party in such action shall

be entitled to receive from the non-prevailing party or parties, jointly and severally, in addition to any other damages or awards, reasonable attorneys' fees and costs expended or incurred in prosecuting or defending such action.

22. OTHER TERMS: (Use this space for additional terms not covered elsewhere in this Contract.)

Buyer and Seller agree that the Buyer will pay Montague, Miller & Co. the Broker Fee of \$1000.00 at the time of settlement.

23. BROKERS: LICENSEE STATUS:

(a) Listing Company and Selling Company may from time to time engage in general insurance, title insurance, mortgage loan, real estate settlement, home warranty and other real estate-related businesses and services, from which they may receive compensation during the course of this transaction, in addition to real estate brokerage fees. The parties acknowledge that Listing Company and Selling Company are retained for their real estate brokerage expertise, and neither has been retained as an attorney, tax advisor, appraiser, title advisor, home inspector, engineer, surveyor, or other professional service provider.

(b) Disclosure of Real Estate Board/Commission licensee status, if any is required in this transaction:

24. MISCELLANEOUS: This Contract may be signed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. Documents delivered by facsimile machine shall be considered as originals. Unless otherwise specified herein, "days" mean calendar days. For the purpose of computing time periods, the first day shall be the day following the date this Contract is fully ratified. This Contract represents the entire agreement between Seller and Purchaser and may not be modified or changed except by written instrument executed by the parties. This Contract shall be construed, interpreted and applied according to the laws of the state in which the Property is located and shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. To the extent any handwritten or typewritten terms herein conflict with or are inconsistent with the printed terms hereof, the handwritten and typewritten terms shall control. Whenever the context shall so require, the masculine shall include the feminine and singular shall include the plural. Unless otherwise provided herein, the representations and warranties made by Seller herein and all other provisions of this Contract shall be deemed merged into the deed delivered at settlement and shall not survive settlement.

25. WIRE FRAUD ALERT. Criminals are hacking email accounts of real estate agents, title companies, settlement attorneys, and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. Purchaser and Seller are advised to not wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. Neither Purchaser or Seller should send personal information such as Social Security numbers, bank account numbers, and credit card numbers except through secured email or personal delivery to the intended recipient. **To report wire fraud and internet crime complaints go to <https://www.ic3.gov>.**

26. ELECTRONIC SIGNATURES. SR / ____ If this paragraph is initialed by both parties, then in accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign, regarding electronic signatures and transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Agreement. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

27. ACCEPTANCE: This Contract, when signed by Purchaser, shall be deemed an offer to enter into a bilateral contract. If not accepted by Seller by 5:00 (time), 12/17/2024, it shall become null and void.

WITNESS the following duly authorized signatures: (SEPARATE ALL COPIES BEFORE SIGNING BELOW)

PURCHASER:

12/02/2024

Authentisign

Shane Rickel

DATE

PURCHASER

DATE

PURCHASER

DATE

PURCHASER

DATE

PURCHASER

SELLER:

DATE

SELLER

DATE

SELLER

DATE

SELLER

DATE

SELLER

For information purposes only:

Selling Company's Name and Address

MONTAGUE, MILLER & CO. - WESTFIELD
 500 Westfield Rd.
 CHARLOTTESVILLE VA 22901
 Office Phone: 434-973-5393 Fax: 434-951-7101
 MLS Broker Code: Office ID No. K48
 Agent Name: KENDALL SHIFFLETT
 Agent ID No.: SHIFFLETT16244
 Agent E-mail address: kendall19765@gmail.com

Listing Company's Name and Address:

NA
 Office Phone: Fax:
 MLS Broker Code: Office ID No.
 Agent Name:
 Agent ID No.:
 Agent E-mail address:

This Contract has been ratified by Purchaser and Seller as of ("Date of Ratification").

Acknowledgement that Contract is ratified as of the date above.

Selling Firm
 (signature) KENDALL SHIFFLETT

Listing Firm
 (signature)

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**VIRGINIA ASSOCIATION OF REALTORS®
DISCLOSURE OF BROKERAGE RELATIONSHIP
IN A RESIDENTIAL REAL ESTATE TRANSACTION
FOR UNREPRESENTED PARTY(IES)**

Property Address (if applicable): TBD Mt Pleasant Rd Elkton VA 22827
Parcel #131-15-1

The undersigned unrepresented party(ies) do hereby acknowledge disclosure that the licensee
Kendall Real Estate LLC (Broker or Salesperson) associated with
Montague Miller & Co (Brokerage Firm) represents only the following
party in a residential real estate transaction:

☐ Seller(s) OR ☐ Landlord(s)
☒ Buyer(s) OR ☐ Tenant(s)

SIGNATURE OF UNREPRESENTED PARTY

Town of Elkton
Print Name

/
Date Signature

SIGNATURE OF UNREPRESENTED PARTY

Print Name

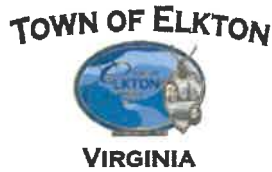
/
Date Signature

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VAR Form 100 Revised 07/16
Reviewed 07/16

This contract is for use by KENDALL SHIFFLETT. Use by any other party is illegal and voids the contract.

InstanetFORMS



Staff Report/Recommendation

REQUESTED: Economic Development

MEETING DATE: December 16, 2024

SUBJECT/TOPIC: Board of Zoning Appeals resignation

BACKGROUND: Kenneth Monger submitted a letter of resignation effective November 25, 2024. Mr. Monger's term expires on February 28, 2026.

ACTION REQUESTED:

Information Only ☐ Discussion ☐ Reports ☐
 Action Item ☒ Public Hearing ☐ Closed Session ☐

FINANCIAL IMPACT:

Budgeted: YES ☐ NO ☐ No Financial Impact ☐
 Amount:
 Budget Line Item:

If expenditure of funds is required, the amount and the line item name/number that the funds are to be taken from must be stated. If funds are not available in the appropriate line item but they are available in a different line item within the department, this must be explained. If no funds are to be expended, simply state "There is no financial impact to the Town."

STAFF RECOMMENDATION:

APPROVAL:  _____
 Greg Lunsford, Town Manager

ATTACHMENTS:

1. Mr. Monger's resignation letter

Request(s) to be added to the agenda MUST be received within five (5) working days prior to the meeting date. All pertinent information MUST be attached in order for this item to be placed on the agenda.

Town of Elkton Planning Commission
Board of Zoning Appeals
173 W. Spotswood Avenue
Elkton, VA 22827

November 25, 2024

To whom it may concern,
I'm writing to inform you that due to health concerns, Kenneth Monger resigns his appointment to the Board of Zoning Appeals effective immediately. Thank you so much for allowing my dad, (Kenneth) to be part of the process.

Sincerely,

A handwritten signature in cursive script, appearing to read "Anne M. Sisson". The signature is written in dark ink and is positioned above the printed name.

Anne Monger Sisson, POA
540-810-4971



Staff Report/Recommendation

REQUESTED: Town Manager Greg Lunsford

MEETING DATE: December 16, 2024

SUBJECT/TOPIC: 2025 Vice-Mayor appointment for two year term and discuss committee appointments

BACKGROUND: N/A

ACTION REQUESTED:

Information Only ☐	Discussion ☒	Reports ☐
Action Item ☒	Public Hearing ☐	Closed Session ☐

FINANCIAL IMPACT:

Budgeted: YES ☐ NO ☐ No Financial Impact ☒
Amount: N/A
Budget Line Item: N/A

If expenditure of funds is required, the amount and the line item name/number that the funds are to be taken from must be stated. If funds are not available in the appropriate line item but they are available in a different line item within the department, this must be explained. If no funds are to be expended, simply state "There is no financial impact to the Town."

STAFF RECOMMENDATION: N/A

APPROVAL: 
Greg Lunsford, Town Manager

ATTACHMENTS: None

Request(s) to be added to the agenda MUST be received within five (5) working days prior to the meeting date. All pertinent information MUST be attached in order for this item to be placed on the agenda.

