



# TOWN OF OCCOQUAN

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## Occoquan Town Council Regular Meeting August 4, 2020 | 7:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Public Hearing and Invitation to Bid
  - a. Non-Exclusive Franchise for Telecommunications Equipment
4. Public Hearing
  - a. Appeal of Architectural Review Board Denial of Certificate of Appropriateness
5. **Citizens' Time** - Members of the public may, for three minutes, present for the purpose of directing attention to or requesting action on matters not included on the prepared agenda. These matters shall be referred to the appropriate town official(s) for investigation and report. Citizens may address issues as they come up on the agenda if advance notice is given during 'Citizens' Time'.
6. **Approval of Minutes**
  - a. June 2, 2020 Public Hearing Minutes
  - b. June 2, 2020 Regular Business Meeting Minutes
  - c. June 16, 2020 Public Hearing Minutes
  - d. June 16, 2020 Work Session Minutes
7. **Mayor's Report**
8. **Councilmember Reports**
9. **Staff Reports**
  - a. Town Attorney
  - b. Town Engineer
  - c. Building Official
  - d. Zoning Administrator
  - e. Town Treasurer
  - f. Chief of Police
  - g. Public Works
  - h. Events and Community Development Director
  - i. Boards and Commissions
  - j. Town Manager

**Portions of this meeting may be held in closed session pursuant to the Virginia Freedom of Information Act.**  
*A copy of this agenda with supporting documents is available online at [www.occoquanva.gov](http://www.occoquanva.gov).*

**10. Regular Business**

- a. Telecommunications Franchise/Site License – Vote to Award Franchise/ Approve Site License
- b. Vote on Appeal of Architectural Review Board Denial of Certificate of Appropriateness
- c. Vistas at Occoquan Bond Release
- d. Zoning Administrator Appointments
- e. Retention of Quist & Associates, LLC for Accounting Consulting Services
- f. Acceptance of Public Safety Grant from Transurban for AEDs
- g. Kayak Ramp Update/Discussion
- h. Proclamation – Women’s Suffrage Day
- i. Planning Commission Appointments
- j. Letter of Permission for Prince William County – Pedestrian Improvement Project

**11. Closed Session**

**12. Adjournment**



**OCCOQUAN TOWN COUNCIL**  
**Public Hearing Minutes - DRAFT**  
**Town Hall – 314 Mill Street, Occoquan, VA 22125**  
**Tuesday, June 2, 2020**  
**7:00 p.m.**

**Present:** Mayor Earnie Porta; Vice Mayor Pat Sivigny; Councilmembers Matthew Dawson, Cindy Fithian, Laurie Holloway and Eliot Perkins

**Absent:** None

**Staff:** Kathleen Leidich, Town Manager; Martin Crim, Town Attorney; Kathleen Dellinger, Town Treasurer; Adam Linn, Chief of Police; Jason Forman, Town Sergeant; Julie Little, Events Director; Katy Nicholson, Town Clerk

**1. CALL TO ORDER**

Mayor Porta called the Public Hearing for the Proposed FY 2021 Budget to order at 7:01 p.m.

**2. PUBLIC HEARING**

**a. Public Hearing on Proposed Fiscal Year 2021 Budget**

No comments.

**3. ADJOURNMENT**

The Public Hearing was adjourned at 7:02 p.m.

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Katy Nicholson  
Town Clerk



**OCCOQUAN TOWN COUNCIL**  
**Regular Meeting Minutes - DRAFT**  
**Town Hall – 314 Mill Street, Occoquan, VA 22125**  
**Tuesday, June 2, 2020**  
**Upon Completion of Budget Public Hearing**

**Present:** Mayor Earnie Porta; Vice Mayor Pat Sivigny; Councilmembers Matthew Dawson, Cindy Fithian, Laurie Holloway and Eliot Perkins

**Absent:** None

**Staff:** Kathleen Leidich, Town Manager; Martin Crim, Town Attorney; Kathleen Dellinger, Town Treasurer; Adam Linn, Chief of Police; Jason Forman, Town Sergeant; Julie Little, Events and Community Development Director; Katy Nicholson, Town Clerk

**1. CALL TO ORDER**

Mayor Porta called the meeting to order at 7:03 p.m.

**2. PLEDGE OF ALLEGIANCE**

**3. CITIZENS' TIME**

Mayor Porta read the following statement:

“Before we begin Citizens’ Time I’d like to read a brief statement that I hope will positively influence the tenor of our discussions tonight. I will give each Council Member an equally brief opportunity to comment after I’m done if they wish. There has been a great deal of tragedy in our country and beyond in the past few weeks and months and our sympathy lies with all those who are suffering from it. It’s an unfortunate reality that systemic, institutionalized racism still exists in our society, which each of us as individuals has an obligation to resist and help eliminate in the manner our conscience dictates. We have been fortunate in Occoquan, but we are part of a larger community to which we also have an obligation. Perhaps the best contribution we can make is by our example. I want to commend and thank our Town police department. Without diminishing the anguish of others, I know that they too are under stress and I want them to know that all of us are proud of them and that they have our respect and support in the example they set. I would also like to suggest that the rest of us strive to set an example with our words and actions. Exaggeration and hyperbole that are sometimes harmless, in the current environment may not be so. And consequently I hope all of us will redouble our efforts to speak with accuracy and act with empathy to the best of our ability. I have some specific suggestions for later in the meeting, but for the time being let me end there.”

Councilmember Holloway thanked the Police Department for being accessible and willing to discuss a concern with her during the weekend.

Seeing that all speakers planned to address the topic of the Town restrooms, Mayor Porta closed formal Citizens’ Time at 7:05 p.m. to allow for a dialogue between Council and the speakers.

Mayor Porta proposed opening the public restrooms Thursday through Sunday, from 12:00 p.m. to 4:00 p.m., beginning June 4. He suggested converting both restrooms to unisex facilities so users would not need to wait in line according to gender. He noted that if the doors to the restrooms could not be locked from the inside, the Town could use COVID-19 grant funding to pay for an employee to monitor use of the restrooms. He also said the Town would need to provide sanitary wipes to

allow the public to wipe down restroom surfaces. Mayor Porta explained that his proposal for limited restroom hours was due to cost and the need to manage sanitation.

Cathy Campbell, the owner of Details of Occoquan, explained that during the previous few months, she and other Town business owners had been learning how to do business in a world that was basically closed. She noted that it had been difficult to keep up a normal routine and to maintain communication with the Town and members of the community. Ms. Campbell said that her store had reopened at reduced capacity and that they had been trying to operate safely with the increasing number of visitors to Town. She added that she was hoping for guidance on how to handle these challenges and how to effectively communicate with other merchants and the public.

Pam Konwin, owner of Elements, noted that the public restrooms were an asset to the Town and that their closure had been a detriment. She requested that the Town reopen the restrooms, or at least make port-a-johns and hand-washing stations available.

Betsy Merklein, owner of Personally Yours, said she thought the Town had initially navigated the pandemic well with strong communication. She noted that as the Town began to reopen, it had entered a “black hole of no information” regarding plans to reopen the restrooms. She also expressed concern over the mixed messaging of welcoming people to Town but making the restrooms unavailable to them. Ms. Merklein requested that the Town improve its communication with the business community regarding the decision of when to reopen the restrooms.

The following email message was submitted for the record by Donna Sherman, the owner of Puzzle Palooza:

“Please open the town's public restrooms during business hours! Our customers deserve to have clean, USABLE restrooms available when they are in our town. I have seen far too many people walk away in disgust when told there is NO WHERE in town for them to use restrooms. When you see a VERY pregnant woman with a screaming toddler in her arms searching for the nearest restroom, it is heartbreaking! The good will from town visitors will far outway any expenses incurred to keep the restrooms clean. At this critical time, we need people to WANT to come to town to shop, dine, and relax. I have seen many new faces in town over the last few months. I hope they will want to return. Please do whatever is necessary to open the restrooms beginning this weekend, if not before!”

Mayor Porta responded that Ms. Little had made an effort to communicate clearly and consistently with the public. He noted that while Council had agreed to assess the status of the restrooms at each of its meetings, the Town had not communicated with the business community regarding the issue. He added that while Council had been discussing the status of the restrooms, he had underestimated the extent of public need for them during the pandemic.

Mayor Porta asked those in attendance whether the tentative plan would be agreeable, and noted that members of the audience nodded their heads. He asked staff whether the tentative plan would be feasible. Ms. Leidich responded that nearby jurisdictions were handling the issue in different ways, and that several localities had not reopened their public restrooms. She noted that the Town’s cleaning company was available on Fridays but she would need to find out whether they were available on Thursdays. She also said that there was a problem with two of the toilets and that the plumber would be repairing them the following morning.

Mayor Porta said his primary concern was having sanitation supplies to enable staff to wipe down restroom fixtures. He asked whether staff would have access to the wipes by June 4. Ms. Leidich responded that staff had been unable to procure the wipes recently due to the high demand. Mayor Porta asked Ms. Leidich to look into the matter the next day and determine whether the restrooms could reopen on June 4 or June 6. Ms. Leidich noted that Prince William County planned to put up signs notifying users that the restrooms were cleaned once a day and encouraging physical distancing and personal hygiene. Mayor Porta said he thought this information would be beneficial, and that it was particularly important for restroom users to have the ability to clean the fixtures.

Vice Mayor Sivigny said he agreed with Mayor Porta's proposed plan, dependent on supplies. Councilmember Dawson also agreed with the proposed plan. He added that restroom users could use paper towels to avoid touching the fixtures.

Councilmember Fithian asked whether there were toilet seat covers in the restrooms. Ms. Leidich responded that she would need to check on this. Mayor Porta agreed that toilet seat covers were a good idea.

Councilmember Holloway said someone would need to check the restrooms regularly to ensure that the sanitation supplies were stocked. She noted that she had been against reopening the restrooms during the pandemic. She added that she had made many purchases from various Town businesses during the pandemic and that no one had mentioned the restroom issue until recently. She also said that she would like to reopen the restrooms but she had concerns about the logistics of limiting them to one person at a time. Mayor Porta responded that unless the main doors to the restrooms could be locked, the Town would need to keep someone nearby to monitor their use. Councilmember Holloway also noted that Prince William County planned to clean its restrooms once a day, and that did not seem sufficient.

Mayor Porta said he expected to hear requests for additional restroom hours. He added that he did not feel compelled to alter the proposed hours until the Town was ready to do so. Councilmember Holloway noted that the Town was busy on Tuesdays and Wednesdays. Mayor Porta responded that he would be in favor of opening the restrooms Tuesday-Sunday if possible.

Councilmember Perkins said he would prefer to open the restrooms throughout the week and that users would need to take personal responsibility for sanitation. He added that if the Town provided sanitation products and limited use to one person at a time, users would be reasonably safe. Councilmember Holloway agreed with this, but expressed concern about the Town's ability to limit users to one person at a time. Councilmember Perkins responded that the Town would be responsible for cleaning the restroom and limiting the number of users. Council agreed that the restrooms initially should be open Thursday-Sunday with a goal of opening them Tuesday-Sunday.

Mayor Porta noted that Northern Virginia was expected to move into Phase Two of the Governor's reopening plan in the next couple of weeks, which would include indoor seating at restaurants at 50 percent of capacity. This would mean that customers also would have access to restaurant restrooms he explained.

Councilmember Fithian said she thought that if the Town opened the restrooms on June 4, they should be open every day subsequently, with an attendant to keep the sanitation supplies stocked. Ms. Leidich confirmed that Council wanted an attendant in place from 12:00 p.m. to 4:00 p.m. every day. Mayor Porta noted that Council would assess the situation at its future meetings.

Ms. Merklein asked if the restroom hours could be extended. Mayor Porta responded that the hours would be extended once staff determined it was feasible to do so safely.

#### 4. APPROVAL OF MINUTES

##### a. April 7, 2020 Regular Business Meeting Minutes

Moved by Councilmember Dawson; seconded by Councilmember Perkins.  
Motion **passed** unanimously by voice vote.

##### b. April 21, 2020 Work Session Minutes

Moved by Councilmember Perkins; seconded by Councilmember Fithian.  
Motion **passed** unanimously by voice vote.

#### 5. MAYOR'S REPORT

Mayor Porta read the following statement:

“Assuming a majority of the Council does not overrule me, I am instructing the Events and Community Development Director to suspend comments, not posts, on the Town’s social media pages for the time being. As I mentioned in my earlier remarks, exaggeration and hyperbole, not to mention misinformation, that is sometime harmless, is potentially less so in the current environment. Unfortunately, while social media is a sometimes useful vehicle for distributing information, for a governmental-entity it is far from ideal for engaging in a subsequent ongoing conversation. Unlike a private organization the First Amendment prohibits governmental entities from moderating such conversations in a way that would be commonplace in other circumstances. Consequently, particularly during times of stress or crisis, when staff should be focused on compiling and distributing accurate information, they risk having their time diverted to responding to sometimes lengthy comments that are peppered with inaccuracies, misinformation, or worse, that if left unaddressed potentially imply endorsement. Meanwhile attempts to address some inaccuracies sometimes simply encourage the inaccurate narrative, or the bad faith actor, in a medium whose very algorithms are designed to favor the inflammatory and divisive. Closing off comments is considered in some quarters the best practice for governmental entities. It does not in any meaningful way inhibit communication between the government and its citizens, who can still communicate directly not simply by phone or email, but by the social media platform’s private messaging vehicle. What it does prevent is a patina of legitimacy being ascribed to misinformation because it appears on a government site, while other priorities have prevented staff from addressing them. For those who wish to grandstand with misinformation before a larger audience, they are free to do so on their own or some other site, and when staff receive private messages or emails on a subject they can decide whether or not the questions or comments are of sufficient import or value to modify or add to a post. Let me be clear that while there has periodically been inaccurate commentary on the Town’s social media platforms by bad faith actors, this is a preemptive action driven by the particularly difficult times in which we are operating, where the danger of misinformation is heightened. To ensure that people are aware of how best to communicate to staff regarding a social media post, the Events and Community Development Director will be given a standard message to include at the bottom of each post, which will read something like “If you have questions or comments about this post, please send an email to [ ] or a PM to [ ] and we will respond as soon as practical and consider updating the post as appropriate.”

Mayor Porta requested that Council direct Ms. Little to keep his proposed policy in place for the remainder of the Council term, ending June 30, at which time Council could revisit the issue. He noted that he had spoken with Ms. Little about the matter and that she was in agreement.

Councilmember Fithian said she respected Ms. Little's judgment on the matter and that she would like to hear from Councilmember Holloway, who had considerable experience with social media. Councilmember Holloway responded that it usually was not advisable to limit conversation on a social media page, but this was an unusual situation. She added that she would be comfortable with Mayor Porta's proposal as long as the messaging included staff contact information. She also noted that staff should continue to communicate frequently with the public, particularly in times of crisis.

Mayor Porta noted that he had heard feedback from some residents who did not use Facebook due to its security problems, and he wanted the Town to consider using an additional social media platform. He added that this was the Town's only communication method that required the audience to register with a specific vendor. He suggested that staff look into Vero, MeWe and other social media platforms.

Councilmember Holloway noted that when the Town redesigned its website, the goal was to design a site that could easily be updated. She said she would prefer for the Town's website to be the go-to place for information, augmented by Facebook. She added that Vero and MeWe were not commonly used platforms. Mayor Porta responded that he did not intend to replace Facebook with another social media platform, but he wanted to provide another option for people with privacy concerns. He added that the Town had made the decision to invest in its social media presence. Councilmember Holloway said she understood Mayor Porta's concerns and that although she did not think an alternative social media page would benefit the Town, it would provide another option for residents with concerns about Facebook. She added that she did not think the Town had taken full advantage of its website features.

Councilmember Perkins said he agreed that the Town could make better use of its website, and that Facebook also was an important tool for disseminating news and information. He added that if the Town decided to offer an additional social media page, it should be a commonly used platform with fewer privacy concerns than Facebook.

Mayor Porta said he thought Council was mostly in agreement on these points and that his main concern was that any additional social media offerings did not substantially increase Ms. Little's workload. He added that the value of social media was its ability to push out information to users and that he simply wanted to address the concerns of residents who did not want to join Facebook. He asked Ms. Little to look into the alternative options and report back to Council.

## **6. COUNCILMEMBER REPORTS**

Councilmember Perkins reported that the Planning Commission had not met. Mayor Porta asked whether the Commission would hold its June meeting. Councilmember Perkins responded yes.

Councilmember Holloway reported that the Architectural Review Board also had not met, and that she hoped the Board would hold its June meeting.

Councilmember Holloway also mentioned that a small memorial service for longtime resident Rick Musselman was planned for June 3. She noted that social distancing would be implemented during the memorial service.



Councilmember Fithian thanked Town staff for their recent clean-up efforts, particularly trash and storm drain cleaning. Vice Mayor Sivigny also thanked the Police and Public Works Departments.

## 7. STAFF REPORTS

### a. Town Attorney

Mr. Crim noted that the Town's new Noise Ordinance had been posted in accordance with the Town Charter.

Mr. Crim also reported that he had advised staff in regard to outdoor dining regulations. Mayor Porta noted that several restaurants had submitted applications for temporary outdoor seating. Ms. Little said The Spot on Mill Street had recently inquired about using a nearby parking space for temporary seating. Mayor Porta responded that staff would need to review the request from a safety standpoint.

### b. Town Engineer

The meeting agenda included a written report from the Town Engineer.  
No further discussion.

### c. Building Official

The meeting agenda included a written report from the Building Official.  
No further discussion.

### d. Zoning Administrator

The meeting agenda included a written report from the Zoning Administrator.  
No further discussion.

### e. Town Treasurer

The meeting agenda included a written report from the Town Treasurer.

Mayor Porta noted that the Business, Professional and Occupational License (BPOL) delinquencies all were over a year old. He asked what the next course of action would be, and whether the businesses on the delinquency list had filed for a license without payment. Ms. Dellinger responded that the businesses listed had business licenses in 2019, but she would need to check on the status of their 2020 applications. Mayor Porta asked about the collections process for businesses that had been delinquent for more than a year. Ms. Dellinger responded that she had not yet pursued collections, and that she would wait to find out which businesses submitted their 2020 applications by the June 15 deadline. She added that she would provide Council with an updated report at its July meeting. Mayor Porta told Ms. Dellinger that she could work with Ms. Leidich and Mr. Crim to determine the appropriate course of action for enforcement.

Councilmember Holloway asked about an "In Compliance" note next to Cock and Bowl's name on the delinquency list. Ms. Dellinger explained that the business had been sold and the new owner was current on his BPOL taxes. Mayor Porta asked Ms. Dellinger to speak with Mr. Crim about how to pursue collections from the previous owner. Mayor Porta also asked Ms. Dellinger to speak with Mr. Crim regarding Ballywhack Inc., which was 16 months delinquent on its Transient Occupancy Taxes.

**f. Chief of Police**

The meeting agenda included a written report from the Chief of Police.

Councilmember Perkins expressed his appreciation for the Police Department's engagement in the community. Councilmember Fithian noted that the Police Department had contributed 987 uncompensated hours to the Town.

Mayor Porta asked about the Police Department's morale in light of widespread negativity toward police officers. Chief Linn responded that the department was doing well and the officers felt the support of the community, though they sometimes experienced stress outside of Town. Councilmember Holloway said she thought the department's positive relationship with the community was due to the way the officers interacted with people.

Mayor Porta asked Chief Linn to ensure that the department had masks available when they were in public.

**g. Public Works**

No discussion.

**h. Events and Community Development Director**

The meeting agenda included a written report from the Events and Community Development Director.

Ms. Little noted that the Town would hold a drive-in concert on June 18. She added that the event was scheduled for a weekday to minimize the impact on parking under the Route 123 bridge.

Mayor Porta noted that the Lorton Workhouse Arts Center had mentioned Occoquan restaurants in promotions for its drive-in movie theater. He added that the Workhouse was charging admission for its drive-in events, and noted that Councilmember Fithian had previously suggested charging for Occoquan's drive-in events. Councilmember Fithian responded that she thought people would be willing pay for admission. Ms. Little responded that the Lorton Workhouse was a revenue-generating entity, whereas the Town was not trying to profit from its drive-in events. Mayor Porta stated that the admission fees would be intended to help offset the increased costs of the events. Ms. Little said she considered the drive-in events to be a potential boon for the Town restaurants. Councilmember Fithian noted that many movie theaters charged \$15.00 per person, so \$15.00 per car would be a good deal.

Councilmember Holloway asked whether holding the concert on a weekday was a trial run, as the artist scheduled for July preferred a weekend performance. Ms. Little responded that the weekday event was intended to relieve the strain on parking, to benefit restaurants during their non-peak days and to limit the number of participants. She added that the Town would consider the July artist's scheduling preferences when planning for that event. Councilmember Holloway noted that Northern Virginia's delay in entering Phase Two meant the Town's efforts to hold events in River Mill Park would be delayed.

Mayor Porta asked whether Ms. Little was proceeding with a plan for signage for mandated mask wearing for the Town businesses. Ms. Little responded that she had asked the

Occoquan Merchants' Guild to help develop the wording for the signs. Councilmember Perkins asked whether Ms. Little had given the Guild a time limit. Ms. Little responded that she had been expecting to hear from them that day and that she would follow up. Mayor Porta asked if Council would need to approve anything in regard to the signage. Ms. Little responded no.

Mayor Porta asked whether staff was able to obtain sanitation products. Councilmember Dawson noted that small bottles of hand sanitizer were available, but the large bottles were difficult to find. Mayor Porta said he sometimes heard from companies that could provide sanitation products, and that he would continue to forward those messages to staff. He asked Ms. Leidich if she was confident that the Town would be able to obtain the necessary products. Ms. Leidich responded yes. Councilmember Fithian asked how much an electrostatic sprayer would cost. Councilmember Dawson responded that it would cost \$1,800.00. Mayor Porta said the Town could look into this option later on if appropriate.

Mayor Porta noted that Northern Virginia likely would be in Phase Three of reopening by August, and that he would like to plan a kayak and stand-up paddle board race.

## **8. REGULAR BUSINESS**

### **a. COVID-19 Town Response Review**

#### **i. CARES Act Funding**

Ms. Little reported that she had adapted the guidelines from the Prince William County microgrant program for the Town's use. She said she planned to meet the following week with members of the Occoquan Merchants' Guild and other members of the Town business community to discuss the eligibility requirements.

Mayor Porta noted that the proposed guidelines stated that eligible businesses must be for-profit. He asked whether this had been included in the County's conditions. Ms. Little responded no, and explained that she thought the Town already had been helping its nonprofit organizations consistently. She said she could remove this guideline if Council wished. Mayor Porta responded that some of the nonprofits in Town did not have paid employees, but the Veterans of Foreign Wars did. He asked Ms. Little to consider this when finalizing the program criteria.

Mayor Porta asked whether the guideline "must have a brick-and-mortar establishment open more than 20 hours per week" was intended to mean under normal conditions or during the pandemic. Ms. Little responded that this was intended to mean under normal conditions.

Councilmember Holloway said she had been asked whether the Town would give extra consideration to businesses that had tried to stay open during the pandemic. She noted that this would be a difficult decision. Mayor Porta agreed that it was a difficult decision, as some businesses had closed for the safety of employees, but some of them may have benefited from other funding sources. Councilmember Holloway responded that some may have benefited from the Paycheck Protection Program, but different businesses had made their decisions for a variety of reasons.

Mr. Crim noted that Prince William County and the City of Manassas had run their Coronavirus, Aid, Relief, and Economic Security (CARES) Act microgrant

programs through their economic development authorities. He explained that the Town did not have the authority to make monetary grants directly to businesses. Mayor Porta asked if the Town could give the funds to the Occoquan Historical Society to be disbursed by the Society's treasurer. Mr. Crim responded that the Town could give money to charitable organizations for their own purposes. Mayor Porta asked whether the Occoquan Merchants' Guild would be allowed to distribute the funds. Mr. Crim said he would look into the matter. He also asked Ms. Little to contact the Guild to remind Town businesses about the application deadline for Prince William County's microgrant program.

## **7. STAFF REPORTS**

### **i. Boards and Commissions**

No discussion.

### **j. Town Manager**

Ms. Leidich noted that she had received the certification memo for CARES Act funding for Mayor Porta's signature. Mayor Porta asked Mr. Crim to review the memo.

Ms. Leidich reported that Town staff and volunteers had done a great job of preparing for Phase One of the Governor's reopening plan.

She also noted that she expected work on the Town kayak ramp to be completed by the end of June. Mayor Porta asked Ms. Leidich to work with the contractor to complete the project as soon as possible. He also asked when staff thought the Town should post "no fishing" signage in the vicinity of the ramp. Ms. Leidich responded that staff had ordered the signage and that it would be posted as soon as it arrived. Mayor Porta said he was glad to hear that, as people likely would need time to adjust to the rule. Councilmember Holloway noted that the caution tape that had been posted by police in that area had been removed.

Councilmember Perkins asked when construction of the ramp was expected to begin. Ms. Leidich responded that it would take approximately two weeks to install the ramp once the Town received the building permit. Mayor Porta asked Ms. Leidich about the permitting issues. Ms. Leidich responded that the application process had been extended due to the pandemic. She added that the ramp had been delivered to the contractor and was ready for installation. Councilmember Holloway asked if there had been any further discussion about the kayak racks. Ms. Leidich responded that she thought it would be better to address that once the ramp was installed, in order to see how the components fit in the space. Mayor Porta said he agreed with this decision, but he wanted to ensure that the Town had some type of temporary rack space available. Councilmember Holloway expressed concern that ramp users might leave their kayaks on private property if racks were not available. Councilmember Fithian said she did not think it was too early to determine how much space the racks would use. She also suggested that staff work on the welcome signage she had discussed at previous meetings. Councilmember Perkins said he would like to hear about the pricing and placement options for the kayak racks at the next meeting.

Ms. Leidich reported that the reconfigured Public Works Department had met and produced a work schedule. Chief Linn explained the Police Department had recently started working with the Maintenance Supervisor and that they had produced a draft Public Works report. He welcomed Council's comments regarding the report, adding that his team would

be adding projects to their schedule as they went along. Councilmember Perkins commended Chief Linn for the quality of the report. Mayor Porta asked if this would be a weekly report. Chief Linn responded yes.

Mayor Porta noted that the Virginia Department of Transportation (VDOT) had been working on Tanyard Hill Road following a meeting with himself and Prince William County Supervisor Kenny Boddye. Councilmember Perkins asked if the Town had received an update on the road work on Washington Street, which apparently had been suspended. Ms. Leidich said she would look into the matter. Councilmember Holloway asked Ms. Leidich to also find out whether there were any plans to resurface Tanyard Hill Road. Mayor Porta asked Ms. Leidich to notify Council about VDOT's responses so they could respond to resident inquiries. Councilmember Holloway asked Ms. Leidich to also notify VDOT of damage to the planks on the footbridge.

## 8. REGULAR BUSINESS

### a. COVID-19 Town Response Review

#### ii. Planning Commission/Architectural Review Board Meetings

Council confirmed that Planning Commission and Architectural Review Board meetings would resume in June.

#### iii. Council Agendas

Council agreed to resume all regular business, including nonessential items, for future meetings.

### b. Request to Expend Funds to Update Town Annex

**Motion to authorize Town Police to expend an amount not to exceed \$4,000 to provide for minor capital improvements and IT costs for the second floor of the Town Annex.**

Moved by Vice Mayor Sivigny; seconded by Councilmember Fithian.

Motion **passed** unanimously by voice vote.

## 9. Closed Session

**Motion to convene in closed session to discuss the following:**

- **As permitted by the Virginia Code Section 2.2-3711(A)(3), a matter involving the acquisition of real property within Town boundaries for public purposes.**
- **As permitted by the Virginia Code Section 2.2-3711(A)(7), consultation with legal counsel pertaining to probable litigation involving First Amendment concerns.**
- **As permitted by the Virginia Code Section 2.2-3711(A)(1), a personnel matter involving the assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of the Town, specifically dealing with all Town employees.**

Moved by Vice Mayor Sivigny; seconded by Councilmember Perkins.

Motion **passed** unanimously by voice vote.

**Closed session began at 8:53 p.m.**

**Closed session ended at 11:10 p.m.**

**Motion to certify that, in the closed session just concluded, nothing was discussed except the matter or matters (1) specifically identified in the motion to convene in closed session and (2) lawfully permitted to be discussed under the provisions of the Virginia Freedom of Information Act cited in that motion.**

Moved by Vice Mayor Sivigny; seconded by Councilmember Holloway.

Ayes: Vice Mayor Sivigny, Councilmember Dawson, Councilmember Fithian, Councilmember Holloway and Councilmember Perkins, by roll call vote.

Nays: None.

**10. ADJOURNMENT**

The meeting was adjourned at 11:11 p.m.

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Katy Nicholson  
Town Clerk

DRAFT



**OCCOQUAN TOWN COUNCIL**  
**Public Hearing Minutes - DRAFT**  
**Town Hall – 314 Mill Street, Occoquan, VA 22125**  
**Tuesday, June 16, 2020**  
**7:00 p.m.**

**Present:** Mayor Earnie Porta; Vice Mayor Pat Sivigny; Councilmembers Matthew Dawson, Laurie Holloway and Eliot Perkins

**Absent:** Councilmember Cindy Fithian

**Staff:** Kathleen Dellinger, Town Treasurer; Adam Linn, Chief of Police; Jason Forman, Town Sergeant; Julie Little, Events Director; Katy Nicholson, Town Clerk

**1. CALL TO ORDER**

Mayor Porta called the Public Hearing for the Proposed FY 2021 Tax Rates to order at 7:05 p.m.

**2. PUBLIC HEARING**

**a. Public Hearing on Proposed Fiscal Year 2021 Tax Rates**

No comments.

**3. ADJOURNMENT**

The Public Hearing was adjourned at 7:06 p.m.

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Katy Nicholson  
Town Clerk



**OCCOQUAN TOWN COUNCIL**  
**Work Session Minutes - DRAFT**  
**Town Hall – 314 Mill Street, Occoquan, VA 22125**  
**Tuesday, June 16, 2020**  
**Upon Completion of Budget Public Hearing**

**Present:** Mayor Earnie Porta; Vice Mayor Pat Sivigny; Councilmembers Matthew Dawson, Laurie Holloway and Eliot Perkins

**Absent:** Councilmember Cindy Fithian

**Staff:** Kathleen Dellinger, Town Treasurer; Adam Linn, Chief of Police; Jason Forman, Town Sergeant; Julie Little, Events and Community Development Director; Katy Nicholson, Town Clerk

**1. CALL TO ORDER**

Mayor Porta called the meeting to order at 7:06 p.m.

**2. REGULAR BUSINESS**

**a. Motion to Adopt and Appropriate Fiscal Year 2021 Budget and Tax Rates**

**Motion to set the Real Estate Tax Rate at \$0.12 per \$100 of assessed valuation for the Fiscal Year 2021 beginning July 1, 2020.**

Moved by Councilmember Perkins; seconded by Councilmember Dawson.

Ayes: Councilmember Perkins, Councilmember Dawson, Vice Mayor Sivigny and Councilmember Holloway, by roll call vote.

Nays: None.

**Motion to set the Meals Tax Rate at three (3) percent for the Fiscal Year 2021 beginning July 1, 2020.**

Moved by Councilmember Perkins; seconded by Councilmember Dawson.

Ayes: Councilmember Perkins, Councilmember Dawson, Vice Mayor Sivigny and Councilmember Holloway, by roll call vote.

Nays: None.

**Motion to set the Transient Tax Rate at two (2) percent for the Fiscal Year 2021 beginning July 1, 2020.**

Moved by Councilmember Perkins; seconded by Councilmember Dawson.

Ayes: Councilmember Perkins, Councilmember Dawson, Vice Mayor Sivigny and Councilmember Holloway, by roll call vote.

Nays: None.

**Motion to adopt the Fiscal Year 2021 General Fund budget beginning July 1, 2020, as presented in the amount of \$969,831, and appropriate the funds for the expenditures shown in the budget.**

Moved by Vice Mayor Sivigny; seconded by Councilmember Holloway.



Ayes: Councilmember Perkins, Councilmember Dawson, Vice Mayor Sivigny and Councilmember Holloway, by roll call vote.

Nays: None.

**Motion to adopt the Fiscal Year 2021 Capital Improvement Plan budget beginning July 1, 2020, as presented in the amount of \$165,896 in expenditures and \$19,411 in revenues, and appropriate the funds for the expenditures shown in the budget.**

Moved by Councilmember Holloway; seconded by Councilmember Perkins.

Ayes: Councilmember Perkins, Councilmember Dawson, Vice Mayor Sivigny and Councilmember Holloway, by roll call vote.

Nays: None.

**Motion to adopt the Fiscal Year 2021 Mamie Davis Fund budget beginning July 1, 2020, as presented in the amount of \$1,200 in revenue, as shown in the budget.**

Moved by Councilmember Dawson; seconded by Councilmember Holloway.

Ayes: Councilmember Perkins, Councilmember Dawson, Vice Mayor Sivigny and Councilmember Holloway, by roll call vote.

Nays: None.

**Motion to adopt the Fiscal Year 2021 Craft Show Fund budget beginning July 1, 2020, as presented in the amount of \$156,552 in expenditures and \$225,100 in revenues, and appropriate the funds for the expenditures shown in the budget.**

Moved by Councilmember Perkins; seconded by Councilmember Holloway.

Ayes: Councilmember Perkins, Councilmember Dawson, Vice Mayor Sivigny and Councilmember Holloway, by roll call vote.

Nays: None.

Mayor Porta explained that Ms. Little had met with Town business owners and was working with the Town Attorney regarding the microgrant program. He noted several key points for Council to consider, adding that if Council was in agreement, he and staff would continue the administrative work required to roll out the program.

- The funding would be disbursed by the Occoquan Merchants' Guild, as Mr. Crim had advised that the Town could not legally distribute the funds directly.
- Town staff would determine which businesses were eligible for the program.
- Staff recommended that the microgrant funding be distributed equally among eligible businesses that submitted applications.
- The application period would be approximately five days long, beginning after the Town received its Coronavirus Aid, Relief, and Economic Security Act funding from Prince William County. Information would be printed in the Town newsletter and staff would conduct additional outreach to Town businesses.
- Nonprofits like the Veterans of Foreign Wars would be eligible for the microgrant program.

Mayor Porta presented out-going Vice Mayor Sivigny and Councilmember Dawson with plaques commemorating their service to the Town. He commended Councilmember Dawson's calm counsel and sense of humor, and Vice Mayor Sivigny's respectfulness and empathy.

### 3. Closed Session

**Motion to convene in closed session to discuss, as permitted by the Virginia Code Section 2.2-3711(A)(1), a matter involving personnel matters involving all Town staff.**

Moved by Vice Mayor Sivigny; seconded by Councilmember Holloway.  
Motion **passed** unanimously by voice vote.

**Closed session began at 7:18 p.m.**

**Closed session ended at 7:36 p.m.**

**Motion to certify that, in the closed session just concluded, nothing was discussed except the matter or matters (1) specifically identified in the motion to convene in closed session and (2) lawfully permitted to be discussed under the provisions of the Virginia Freedom of Information Act cited in that motion.**

Moved by Vice Mayor Sivigny; seconded by Councilmember Dawson.

Ayes: Vice Mayor Sivigny, Councilmember Dawson, Councilmember Holloway and Councilmember Perkins, by roll call vote.

Nays: None.

### 4. ADJOURNMENT

The meeting was adjourned at 7:37 p.m.

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# TOWN OF OCCOQUAN

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**TOWN COUNCIL**  
Earnie W. Porta, Jr., Mayor  
Jenn Loges, Vice Mayor  
Krys Bienia  
Cindy Fithian  
Laurie Holloway  
Eliot Perkins

**TOWN MANAGER**  
Kathleen R. Leidich, AICP

**TOWN TREASURER**  
M. Kathleen Dellinger

## **Town Engineer's Report Town Council Meeting – August 4, 2020**

### **ACTIVE ITEMS:**

#### **Kayak/Canoe Launch – update from last report**

Permit issued with third-party inspection contract executed. Mobilization commenced and six additional pilings proposed by structural engineer. Additional concrete required to accommodate erosion under proposed landing. Work tentatively set to be completed two weeks after change orders approved

#### **Vistas at Occoquan – Landscape Maintenance Bond Release – update from last report**

Staff report dated April 15, 2020 recommends landscape maintenance bond be released.

#### **Historic District Parking Exhibit – no change from last report**

Prepared exhibit showing re-stripping options in Historic District for possible changes when roads repaved by VDOT. Will prepare reviewable striping plan for VDOT.

#### **Mill Street Cross-walk Improvement Plan by VDOT –update from last report**

Pre-final plans issued by VDOT – Right of Way Authorization (22 square feet on property of Walker). Additional area on Town property needed for ramp slopes at Ellicott and Mill – letter of permission to accommodate.

#### **Kiely Court Project –update from last report**

Land Disturbance Permit issued - construction commenced. Zoning permits have been issued for both houses. Town staff continues to monitor erosion and sediment controls and parking on/near job site. A Stop Work order has been issued until sediment transport onto Mill Street is corrected. Certificate of Appropriateness for fence denied by ARB; applicant is appealing the decision to the Town Council..

#### **Rivertown Overlook Project – no change from last report**

Land Disturbance Permit issued – construction proceeding.

#### **Mill at Occoquan – no change from last report**

Revised preliminary site plan and Special Use Permit applications re-submitted August 2, 2019 – staff report prepared and distributed for Planning Commission hearing. Developer asked for postponement of Planning Commission to date to be determined.

### **INACTIVE ITEMS (no action/monitoring pending):**

#### **Vantage Point BMP maintenance – no change from last report**

Bid received from Total Development Solutions (\$38,730). Lynn property – re-inspected with calculations on channel capacity and protective lining. Town Engineer evaluated runoff onto downstream property and prepared channel improvement plan for owner.

#### **Boundary Branch – no change from last report**

Meeting on site with VDOT to review options for Poplar Lane crossing of Boundary Branch - VDOT providing possible options, which may include George Mason University students. Also inspected erosion issues at Mill Cross Lane and provided possible costs to correct. Boundary Branch, Vantage Point BMP – various stormwater issues throughout Town.

#### **Tanyard Hill Park (Oaks III) – no change from last report**

Approved by PWC BOS 5/15/18 with revised proffers

- Use as park and open space – trails and Stormwater Pond shown on GDP
- Plat vacating lot line when site plan needed - NRA to review first
- Access to potential parking lot for trail head allowed off Tanyard Hill
- Reserve ROW along Tanyard Hill and Old Bridge Roads
- Use LID as part of any development
- Pay \$75 per acre zoned (4.229 acres)

Town of Occoquan - Permit Report  
 July 2020

| Permit Number | Main Address            | Description                                 | Permit Type            | Permit Status | Permit Workclass            | Issue Date | Finalize Date | Sq Feet  | Valuation    | City      |
|---------------|-------------------------|---|------------------------|---------------|-----------------------------|------------|---------------|----------|--------------|-----------|
| BLD2019-03820 | 206 COMMERCE ST         | ANTENNA MOUNTED TO POLE IN TOW              | Building               | Pending       | C - Alteration/Repair       |            |               | 0.00     | \$16,000.00  | OCCOQUAN  |
| BLD2019-00547 | 402 FORTRESS WAY        | KITCHEN RENOVATION TO CONDO UNI             | Building               | Issued        | C - Alteration/Repair       | 07/30/2018 |               | 0.00     | \$16,000.00  | OCCOQUAN  |
| GAS2019-00432 | 270 GASLIGHT LANDING CT | ALTERATION/REPAIRS TO REPLACE H\            | Gas                    | Issued        | C - Alteration/Repair       | 09/20/2018 |               | 0.00     | \$4,751.00   | OCCOQUAN  |
| FPP2020-00826 | 12525 GORDON BLVD       | EMERGENCY REPAIRS TO REPLACE 1.             | Fire Protection Permit | Finalized     | Sprinkler                   | 05/18/2020 | 06/02/2020    | 0.00     | \$876.00     | WOODBIDGE |
| BLD2020-05195 | 111 MILL ST             | N/S FOR CANOE & KAYAK RAMP IN THE           | Building               | Issued        | C - Accessory Structure     | 07/10/2020 |               | 600.00   | \$43,000.00  | OCCOQUAN  |
| PLB2020-00752 | 201 MILL ST             | CAPPING THE WATER SERVICE                   | Plumbing               | Issued        | C - Alteration/Repair       | 10/01/2019 |               | 0.00     | \$300.00     | OCCOQUAN  |
| BLD2018-04471 | 313 MILL ST             | PARTIAL ROOF REPAIR DUE TO WATEF            | Building               | Issued        | C - Alteration/Repair       | 02/23/2018 |               | 800.00   | \$10,000.00  | OCCOQUAN  |
| BLD2018-02969 | 426 MILL ST             | *SEE NOTE* LOT SPECIFIC SFD - KIEL          | Building               | Issued        | R - New Single Family Dwell | 10/22/2019 |               | 3,056.00 | \$100,000.00 | OCCOQUAN  |
| BLD2018-05964 | 426 MILL ST             | RETAINING WALL                              | Building               | Issued        | R - Retaining Wall          | 10/09/2018 |               | 0.00     | \$20,000.01  | OCCOQUAN  |
| BLD2019-04458 | 426 MILL ST             | ** SEE NOTE ** SHEETING/SHORING PE          | Building               | Issued        | R - Retaining Wall          | 04/15/2019 |               | 0.00     | \$7,500.00   | OCCOQUAN  |
| BLD2018-02984 | 430 MILL ST             | *SEE NOTE* KIELY RESIDENCE - LOT S          | Building               | Issued        | R - New Single Family Dwell | 04/15/2019 |               | 3,468.00 | \$100,000.00 | OCCOQUAN  |
| BLD2018-05963 | 430 MILL ST             | RETAINING WALL MAX HEIGHT 9'6"              | Building               | Issued        | R - Retaining Wall          | 10/09/2018 |               | 570.00   | \$20,000.01  | OCCOQUAN  |
| ELE2020-04159 | 430 MILL ST             | HOUSE ELECTRICAL                            | Electrical             | Issued        | R - New Single Family Dwell | 04/07/2020 |               | 3,468.00 | \$15,000.00  | OCCOQUAN  |
| BLD2020-02847 | 1604 MOUNT HIGH ST      | 20 X 24 FRONT YARD OPEN DECK W 2            | Building               | Issued        | R - Addition                | 11/26/2019 |               | 480.00   | \$3,500.00   | WOODBIDGE |
| BLD2020-06083 | 1406 OCCOQUAN HEIGHTS   | 12' X 20' OPEN DECK - NO STAIRS - PEF       | Building               | Finalized     | R - Addition                | 06/15/2020 | 06/26/2020    | 240.00   | \$14,300.00  | OCCOQUAN  |
| BLD2014-05879 | 1441 OCCOQUAN HEIGHTS   | DECK  | Building               | Issued        | R - Addition                | 04/25/2014 |               | 288.00   | \$6,700.00   | OCCOQUAN  |
| BLD2018-02753 | 113 POPLAR LN           | 36' x 18' INGROUND POOL                     | Building               | Issued        | R - Swimming Pool           | 12/07/2017 |               | 648.00   | \$60,000.00  | OCCOQUAN  |
| ELE2018-02286 | 113 POPLAR LN           | }}FDG 36' x 18' INGROUND POOL               | Electrical             | Issued        | R - Swimming Pool           | 12/07/2017 |               | 648.00   | \$6,000.00   | OCCOQUAN  |
| ELE2019-00599 | 113 POPLAR LN           | Install circuits, fixtures, and receptacles | Electrical             | Issued        | R - Alteration/Repair       | 08/15/2018 |               | 3,550.00 | \$2,200.00   | OCCOQUAN  |
| GAS2018-01390 | 113 POPLAR LN           | Gas Line to Pool Heater and Gas Line to F   | Gas                    | Issued        | R - Swimming Pool           | 01/16/2018 |               | 0.00     | \$2,000.00   | OCCOQUAN  |
| BLD2018-04392 | 1551 RIVERTOWN PL       | LOT SPECIFIC TOWNHOUSE - LOT 1 15:          | Building               | Issued        | R - New Townhouse           | 03/22/2018 |               | 2,754.00 | \$45,000.00  | OCCOQUAN  |
| ELE2019-04221 | 1551 RIVERTOWN PL       | LOT SPECIFIC TOWNHOUSE - LOT 1 15:          | Electrical             | Issued        | R - New Townhouse           | 04/29/2019 |               | 2,754.00 | \$45,000.00  | OCCOQUAN  |
| GAS2019-00596 | 1551 RIVERTOWN PL       | LOT SPECIFIC TOWNHOUSE - LOT 1 15:          | Gas                    | Issued        | R - New Townhouse           | 10/22/2018 |               | 2,754.00 | \$1,000.00   | OCCOQUAN  |
| MEC2019-01181 | 1551 RIVERTOWN PL       | INSTALL NEW HVAC                            | Mechanical             | Issued        | R - New Townhouse           | 11/20/2018 |               | 2,754.00 | \$5,500.00   | OCCOQUAN  |
| PLB2019-00861 | 1551 RIVERTOWN PL       | LOT SPECIFIC TOWNHOUSE - LOT 1 15:          | Plumbing               | Issued        | R - New Townhouse           | 10/22/2018 |               | 2,754.00 | \$10,000.00  | OCCOQUAN  |
| BLD2018-04390 | 1552 RIVERTOWN PL       | LOT SPECIFIC TOWNHOUSE - LOT 6 15:          | Building               | Issued        | R - New Townhouse           | 03/22/2018 |               | 3,246.00 | \$45,000.00  | OCCOQUAN  |
| GAS2019-00603 | 1552 RIVERTOWN PL       | LOT SPECIFIC TOWNHOUSE - LOT 6 15:          | Gas                    | Issued        | R - New Townhouse           | 10/22/2018 |               | 3,246.00 | \$1,000.00   | OCCOQUAN  |
| PLB2019-00870 | 1552 RIVERTOWN PL       | LOT SPECIFIC TOWNHOUSE - LOT 6 15:          | Plumbing               | Issued        | R - New Townhouse           | 10/22/2018 |               | 3,246.00 | \$10,000.00  | OCCOQUAN  |
| BLD2018-04393 | 1553 RIVERTOWN PL       | LOT SPECIFIC TOWNHOUSE - LOT 2 15:          | Building               | Issued        | R - New Townhouse           | 03/22/2018 |               | 2,790.00 | \$45,000.00  | OCCOQUAN  |
| ELE2019-04222 | 1553 RIVERTOWN PL       | LOT SPECIFIC TOWNHOUSE - LOT 2 15:          | Electrical             | Issued        | R - New Townhouse           | 04/29/2019 |               | 2,790.00 | \$45,000.00  | OCCOQUAN  |
| GAS2019-00598 | 1553 RIVERTOWN PL       | LOT SPECIFIC TOWNHOUSE - LOT 2 15:          | Gas                    | Issued        | R - New Townhouse           | 10/22/2018 |               | 2,790.00 | \$1,000.00   | OCCOQUAN  |
| MEC2019-01193 | 1553 RIVERTOWN PL       | INSTALL NEW HVAC SYSTEM                     | Mechanical             | Issued        | R - New Townhouse           | 11/21/2018 |               | 2,790.00 | \$5,500.00   | OCCOQUAN  |
| PLB2019-00864 | 1553 RIVERTOWN PL       | LOT SPECIFIC TOWNHOUSE - LOT 2 15:          | Plumbing               | Issued        | R - New Townhouse           | 10/22/2018 |               | 2,790.00 | \$10,000.00  | OCCOQUAN  |
| BLD2018-04376 | 1554 RIVERTOWN PL       | LOT SPECIFIC TOWNHOUSE - LOT 5 15:          | Building               | Issued        | R - New Townhouse           | 03/22/2018 |               | 3,246.00 | \$45,000.00  | OCCOQUAN  |
| GAS2019-00601 | 1554 RIVERTOWN PL       | LOT SPECIFIC TOWNHOUSE - LOT 5 15:          | Gas                    | Issued        | R - New Townhouse           | 10/22/2018 |               | 3,246.00 | \$1,000.00   | OCCOQUAN  |
| PLB2019-00869 | 1554 RIVERTOWN PL       | LOT SPECIFIC TOWNHOUSE - LOT 5 15:          | Plumbing               | Issued        | R - New Townhouse           | 10/22/2018 |               | 3,246.00 | \$10,000.00  | OCCOQUAN  |
| BLD2018-04394 | 1555 RIVERTOWN PL       | LOT SPECIFIC TOWNHOUSE - LOT 3 15:          | Building               | Issued        | R - New Townhouse           | 03/22/2018 |               | 2,754.00 | \$45,000.00  | OCCOQUAN  |
| ELE2019-04220 | 1555 RIVERTOWN PL       | LOT SPECIFIC TOWNHOUSE - LOT 3 15:          | Electrical             | Issued        | R - New Townhouse           | 04/29/2019 |               | 2,754.00 | \$45,000.00  | OCCOQUAN  |
| GAS2019-00599 | 1555 RIVERTOWN PL       | LOT SPECIFIC TOWNHOUSE - LOT 3 15:          | Gas                    | Issued        | R - New Townhouse           | 10/22/2018 |               | 2,754.00 | \$1,000.00   | OCCOQUAN  |
| MEC2019-01194 | 1555 RIVERTOWN PL       | INSTALL NEW HVAC                            | Mechanical             | Issued        | R - New Townhouse           | 11/21/2018 |               | 2,754.00 | \$5,500.00   | OCCOQUAN  |
| PLB2019-00865 | 1555 RIVERTOWN PL       | LOT SPECIFIC TOWNHOUSE - LOT 3 15:          | Plumbing               | Issued        | R - New Townhouse           | 10/22/2018 |               | 2,754.00 | \$10,000.00  | OCCOQUAN  |
| BLD2018-04375 | 1556 RIVERTOWN PL       | LOT SPECIFIC TOWNHOUSE - LOT 4 15:          | Building               | Issued        | R - New Townhouse           | 03/22/2018 |               | 3,246.00 | \$45,000.00  | OCCOQUAN  |
| GAS2019-00600 | 1556 RIVERTOWN PL       | LOT SPECIFIC TOWNHOUSE - LOT 4 15:          | Gas                    | Issued        | R - New Townhouse           | 10/22/2018 |               | 3,246.00 | \$1,000.00   | OCCOQUAN  |
| PLB2019-00867 | 1556 RIVERTOWN PL       | LOT SPECIFIC TOWNHOUSE - LOT 4 15:          | Plumbing               | Issued        | R - New Townhouse           | 10/22/2018 |               | 3,246.00 | \$10,000.00  | OCCOQUAN  |
| BLD2018-04008 | 199 UNION ST            | UPDATE AND REPAIR BATHROOM IN R             | Building               | Issued        | C - Alteration/Repair       | 01/31/2018 |               | 64.00    | \$1,000.00   | OCCOQUAN  |
| PLB2018-01862 | 199 UNION ST            | INTERIOR RENOVATIONS TO LAUNDRY             | Plumbing               | Issued        | C - Alteration/Repair       | 01/31/2018 |               | 25.00    | \$4,000.00   | OCCOQUAN  |
| BLD2019-00218 | 201 UNION ST            | RESTURANT - TLO - NEW KITCHEN, KIT          | Building               | Issued        | C - Tenant Layout           | 10/25/2018 |               | 1,242.00 | \$75,000.00  | OCCOQUAN  |
| ELE2019-00426 | 201 UNION ST            | //HXF RESTURANT - TLO - NEW KITCHE          | Electrical             | Issued        | C - Tenant Layout           | 05/15/2019 |               | 1,242.00 | \$75,000.00  | OCCOQUAN  |
| FPP2020-00671 | 201 UNION ST            | FPP FOR RANGE HOOD                          | Fire Protection Permit | Issued        | Hood System                 | 03/19/2020 |               | 1,242.00 | \$75,000.00  | OCCOQUAN  |
| GAS2019-00113 | 201 UNION ST            | RESTURANT - TLO - NEW KITCHEN, KIT          | Gas                    | Issued        | C - Tenant Layout           | 03/19/2019 |               | 1,242.00 | \$12,000.00  | OCCOQUAN  |
| MEC2019-00933 | 201 UNION ST            | RESTURANT - TLO - NEW KITCHEN, KIT          | Mechanical             | Issued        | C - Tenant Layout           | 03/19/2019 |               | 1,242.00 | \$75,000.00  | OCCOQUAN  |

|               |                    |                                      |            |         |                       |            |            |          |             |          |
|---------------|--------------------|--------------------------------------|------------|---------|-----------------------|------------|------------|----------|-------------|----------|
| PLB2019-00145 | 201 UNION ST       | {{ KJJ{{ RESTURANT - TLO - NEW KITCH | Plumbing   | Issued  | C - Tenant Layout     | 03/19/2019 |            | 1,242.00 | \$2,000.00  | OCCOQUAN |
| BLD2020-03981 | 202 UNION ST       | ALTERATION/REPAIRS TO DEMO SPAC      | Building   | Issued  | Demolition            | 02/12/2020 |            | 0.00     | \$2,200.00  | OCCOQUAN |
| BLD2020-04453 | 202 UNION ST       | SALAD SALOON - TLO                   | Building   | Pending | C - Tenant Layout     |            |            | 217.00   | \$14,000.00 | OCCOQUAN |
| MEC2020-02163 | 202 UNION ST       | SALAD SALOON - TLO                   | Mechanical | Pending | C - Tenant Layout     |            |            | 217.00   | \$14,000.00 | OCCOQUAN |
| PLB2018-02373 | 411 UNION ST       | CONVERTING FROM SEPTIC TO PUBLIK     | Plumbing   | Issued  | R - Alteration/Repair | 03/23/2018 |            | 0.00     | \$15,000.00 | OCCOQUAN |
| BLD2020-05154 | 103 VISTA KNOLL DR | 20 X 10 OPEN DECK NO STAIRS - COUN   | Building   | Finald  | R - Addition          | 04/22/2020 | 06/10/2020 | 200.00   | \$5,000.00  | OCCOQUAN |
| BLD2019-00785 | 131 WASHINGTON ST  | FINISH BASEMENT -*REVISED 9/19/18 T  | Building   | Issued  | R - Alteration/Repair | 08/13/2018 |            | 215.00   | \$750.00    | OCCOQUAN |
| ELE2019-00643 | 131 WASHINGTON ST  | FINISH BASEMENT -*REVISED 9/19/18 T  | Electrical | Issued  | R - Alteration/Repair | 08/16/2018 |            | 215.00   | \$500.00    | OCCOQUAN |
| PLB2019-00381 | 131 WASHINGTON ST  | FINISH BASEMENT -*REVISED 9/19/18 T  | Plumbing   | Issued  | R - Alteration/Repair | 08/15/2018 |            | 215.00   | \$750.00    | OCCOQUAN |
| PLB2018-01956 | 103 WEST LOCUST ST | Water Service                        | Plumbing   | Issued  | R - Alteration/Repair | 02/08/2018 |            | 0.00     | \$1,400.00  | OCCOQUAN |

**END OF REPORT**



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Jenn Loges, Vice Mayor  
Krys Bienia  
Cindy Fithian  
Laurie Holloway  
Eliot Perkins

**TOWN ZONING  
ADMINISTRATOR**  
Ned A. Marshall

## **Town Zoning Administrator's Report Town Council Meeting – August 4, 2020**

The following is a list of zoning reviews from June 26 to July 31, 2020:

128 East Colonial Drive – new 16' x 8' deck with 2 steps  
125 Mill Street, Unit 3 – new tenant  
127 Washington Street – house remodel  
306 Commerce Street – new tenant

The following is a list of violation letters from June 26 to July 31, 2020:

119 Washington Street – Grass/weed violation.  
104 West Locust – ladder storage, vacate house

As a follow up to previous violations, no additional inspections were made in July:

Berrywood – Trash Enclosure is not present, certified letter (3rd notice) was unclaimed  
3<sup>rd</sup> Base Pizza –seasonal lights still in place.  
426/430 Mill Street – working with contractor on water/sediment on sidewalk and street.  
Additional enforcement measures are being reviewed.

The following is a list of plan reviews from June 26 to July 31, 2020:

None.

-END-



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 Patrick A. Sivigny, Vice Mayor  
 J. Matthew Dawson  
 Cindy Fithian  
 Laurie Holloway  
 Eliot Perkins

## Town Treasurer's Report Town Council Meeting - August 4, 2020

**TOWN TREASURER**  
 M. Kathleen Dellinger

### Updates on prior report - Payments received

| Business Name       | Type of Payment | Payment Received | Status of Compliance |
|---------------------|-----------------|------------------|----------------------|
| 13 Magickal Moons   | BPOL            | 7/9/20           | compliant            |
| Mercedes Naomi, LLC | BPOL            | 7/7/20           | compliant            |

### Meals Tax Delinquencies

| Business Name                | Months of Delinquency                       | Date of Last Notice | Status of Compliance  |
|------------------------------|---|---------------------|---|
| Madigan's Waterfront         | - 0 - months only penalties & interest owed | n/a                 | Bill mailed August 1 <sup>st</sup> and due October 31 <sup>st</sup> without interest accrual. |
| Riverside Coffee & Ice Cream | 12  | 10/24/19            | Not compliant   |

### BPOL Tax Delinquencies

| Business Name                | Years of Delinquency | Date of Last Notice                    | Status of Compliance |
|------------------------------|----------------------|--|----------------------|
| Designs by Andre'            | 1.41 from 3/1/19     | 07/02/20 drafted e-contact form        | noncompliant         |
| Touch of Gold                | .41 for 2020         | No response to 06/17/20 notice         | noncompliant         |
| Norma Fayak Photography      | .41 for 2020         | No response to 06/17/20 notice         | noncompliant         |
| Marin Woodturning & Co.      | .41 for 2020         | 06/17/20 notice returned undeliverable | noncompliant         |
| Meticulous Painting, LLC     | .41 for 2020         | No response to 06/17/20 notice         | noncompliant         |
| Talent Acquisition Concepts  | .41 for 2020         | No response to 06/17/20 notice         | noncompliant         |
| Apiary Market                | .41 for 2020         | No response to 06/17/20 notice         | noncompliant         |
| Hair Studio 14               | .41 for 2020         | No response to 06/17/20 notice         | noncompliant         |
| The Secret Jewelry Garden    | .41 for 2020         | No response to 06/17/20 notice         | noncompliant         |
| Riverside Coffee & Ice Cream | .41 for 2020         | 06/17/20 notice returned undeliverable | noncompliant         |
| Terrestris LLC               | .41 for 2020         | No response to 06/17/20 notice         | noncompliant         |
| Berrywood, Inc.              | .41 for 2020         | 06/17/20 notice returned undeliverable | noncompliant         |
| Penguin Paddling LLC         | .41 for 2020         | 06/17/20 notice returned undeliverable | noncompliant         |
| Kountrie Lanes Antiques      | .41 for 2020         | 06/17/20 notice returned undeliverable | noncompliant         |

### Real Estate Delinquencies

| Property Owner       | Years of Delinquency | Delinquent Tax Amount | Date of Last Notice | Compliance Status              |
|----------------------|----------------------|-----------------------|---------------------|--------------------------------|
| Granny's Cottage Inc | 4                    | \$268.80              | 07/02/2020 phone    | To do: Contact owner with RPC# |
| Houghton, Lance      | 2                    | \$29.89               | 07/02/2020 phone    | To do: Contact owner with RPC# |

| <b>Transient Tax Delinquencies</b> |                              |                            |   |
|------------------------------------|------------------------------|----------------------------|---|
| <b>Property Owner</b>              | <b>Months of Delinquency</b> | <b>Date of Last Notice</b> | <b>Status of Compliance</b>   |
| Ballywhack Inc.                    | 17                           | 07/02/20                   | notice requested gross receipts for 1/1/19 - 12/31/19 and for 1/1/20 - 06/30/20 |

| <b>Audits</b>     |                       |                                |                          |
|-------------------|-----------------------|--------------------------------|--------------------------|
| <b>Audit Type</b> | <b>Current Status</b> | <b>Last FY Audit Completed</b> | <b>Next Steps/Action</b> |
| BPOL Audit        | Pending               | 2012 License Year              | Fathom Realty            |
| BPOL Audit        | Pending               | None                           | The Reclaimed Treasures  |
| Meals Tax Audit   | Pending               | None                           | Tastefully Yours         |
| BPOL Audit        | Pending               | None                           | Patriot Scuba            |

| <b>Bad Debts</b>      |                          |  |   |
|-----------------------|--------------------------|--|---|
| <b>Write-off Type</b> | <b>Status</b>            | <b>Owner/Business</b>                          | <b>Next Steps/Action</b>  |
| Meals Tax<br>BPOL Tax | <b>Sold Business</b>     | MCKR Management/<br>(former owner) Cock & Bowl | Collection unlikely/steps TBD<br>letter/warrant in debt/write off |
| Meals Tax<br>BPOL Tax | <b>Moved Out of Town</b> | Pink Bicycle Tea Room                          | Collection unlikely/steps TBD<br>letter/warrant in debt/write off |



**TOWN OF CCOQUAN**  
**PROFIT and LOSS**  
**AS OF 6/30/2020**  
**Total Funds**

|  | Audited        |                      |                |                      |                  |
|--|----------------|----------------------|----------------|----------------------|------------------|
|  | FY 2019 Budget | Actual as of 6/30/19 | FY 2020 Budget | Actual as of 6/30/20 | % of Budget Used |
| <b>REVENUES</b>  |                |                      |                |                      |                  |
| <b>General Fund</b>  |                |                      |                |                      |                  |
| Real Estate Taxes  | 232,500        | 239,683              | 240,890        | 235,534              | 97.8%            |
| Meals Taxes  | 220,334        | 190,442              | 227,320        | 210,020              | 92.4%            |
| Other Taxes (Sales, Utility, Communications, Transient)                                | 102,473        | 103,483              | 103,310        | 90,279               | 87.4%            |
| Fines (Public Safety)  | 60,000         | 160,034              | 162,360        | 220,619              | 135.9%           |
| Fees and Licenses (Auto, Business, Late fees, Arch, PM, ATM, Dock, Admin Fee, Eng Fee) | 98,150         | 79,405               | 92,550         | 90,459               | 97.7%            |
| Grants (Litter, HB599, DMV, PEG)   | 25,843         | 27,140               | 26,123         | 33,115               | 126.8%           |
| Service Revenue (Engineer, Legal, Landscape, CC fees, E-Tickets)                       | 5,000          | 15,712               | 5,360          | 8,470                | 158.0%           |
| Rentals (TH, RMP)  | 1,500          | 1,259                | 4,500          | 1,388                | 30.8%            |
| Interest (GF, Brick-Sponsor)   | 9,120          | 3,312                | 7,500          | 632                  | 8.4%             |
| Other Revenues (Reimbursements, Ins claims, ticket sales)                              | 1,000          | 7,065                | 192,000        | 23,111               | 70.7%            |
| Actual COVID-19 pass through Grant from PWC - Budgeted TRANSFER FROM RESERVES          |                |                      | 32,699         | 94,380               |                  |
| <b>Total Revenues General Fund</b>   | <b>755,920</b> | <b>827,535</b>       | <b>902,804</b> | <b>1,008,007</b>     | <b>111.7%</b>    |
| <b>EXPENDITURES</b>  |                |                      |                |                      |                  |
| <b>General Fund</b>  |                |                      |                |                      |                  |
| Personnel Services   | 380,820        | 374,811              | 452,226        | 459,923              | 101.7%           |
| Professional Services  | 122,250        | 135,578              | 139,250        | 128,803              | 92.5%            |
| Information Technology Services  | 14,050         | 17,368               | 13,500         | 19,539               | 144.7%           |
| Materials and Supplies   | 9,000          | 13,654               | 15,414         | 19,185               | 124.5%           |
| Operational Services   | 7,500          | 7,610                | 11,050         | 12,238               | 110.8%           |
| Contracts (Landscaping, Refuse Collection, Snow Removal)                               | 74,500         | 74,052               | 82,000         | 77,001               | 93.9%            |
| Insurance  | 20,120         | 20,992               | 20,120         | 24,884               | 123.7%           |
| Public Information (Newsletters)   | 3,400          | 4,079                | 3,300          | 2,000                | 60.6%            |
| Advertising (Community/ Business Support, Legal Ads)                                   | 9,000          | 7,698                | 9,000          | 10,125               | 112.5%           |
| Training and Travel (Employee, Boards and Commission Training)                         | 13,500         | 8,368                | 12,800         | 7,381                | 57.7%            |
| Vehicles and Equipment   | 15,300         | 28,482               | 21,000         | 31,860               | 151.7%           |
| Seasonal   | 5,500          | 1,791                | 4,500          | 5,788                | 128.6%           |
| Facilities Maintenance   | 68,030         | 75,168               | 85,552         | 77,146               | 90.2%            |
| Special Events   | 12,950         | 11,075               | 16,000         | 10,533               | 65.8%            |
| Other Expense  | -              | 17,099               | -              | 4,222                |                  |
| Loan Expenditures - Principal & Interest   | -              | -                    | -              | 32,024               |                  |
| TRANSFER TO CIP RESERVE  | -              | -                    | 16,900         | -                    | 0.0%             |
| <b>Total Expenses</b>  | <b>755,920</b> | <b>797,825</b>       | <b>902,612</b> | <b>922,652</b>       | <b>102.2%</b>    |
| <b>General Fund Net Income</b>   | <b>-</b>       | <b>29,710</b>        | <b>192</b>     | <b>85,355</b>        |                  |

**TOWN OF CCOQUAN  
PROFIT and LOSS  
AS OF 6/30/2020  
Total Funds**

|   | Audited        |                      |                |                      |                  |
|---|----------------|----------------------|----------------|----------------------|------------------|
|   | FY 2019 Budget | Actual as of 6/30/19 | FY 2020 Budget | Actual as of 6/30/20 | % of Budget Used |
| <b>Public Event Fund</b>  |                |                      |                |                      |                  |
| Revenue (FL)  | 203,950        | 232,030              | 181,900        | 151,314              | 83.2%            |
| Expenses (personnel,materials and supplies,contracts,advertising) | 101,954        | 103,646              | 108,393        | 102,646              | 94.7%            |
| <b>Craft Show Net Income</b>                                      | <b>101,996</b> | <b>128,384</b>       | <b>73,507</b>  | <b>48,668</b>        | <b>66.2%</b>     |
| <b>Mamie Davis Fund</b>   |                |                      |                |                      |                  |
| Revenue   | 2,600          | 3,505                | 600            | 1,350                | 225.0%           |
| Expenses (repairs and maintenance)                                | 2,000          | -                    | -              | 2,305                |                  |
| <b>Mamie Davis Net Income</b>                                     | <b>600</b>     | <b>3,505</b>         | <b>600</b>     | <b>(955)</b>         | <b>-159.2%</b>   |

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MDP

**TOWN OF CCOQUAN**  
**PROFIT and LOSS**  
**AS OF 6/30/2020**  
**Total Funds**

| CIP Fund                                    | Audited          |                      |                  |                      | % of Budget Used |
|---|------------------|----------------------|------------------|----------------------|------------------|
|   | FY 2019 Budget   | Actual as of 6/30/19 | FY 2020 Budget   | Actual as of 6/30/20 |                  |
| Revenues                                    | 446,300          | -                    | 121,965          | 100,855              | 82.7%            |
| Expenses                                    |                  |                      |                  |                      | 0.0%             |
| Property Acquisition                        | -                | -                    | -                | 748                  | #DIV/0!          |
| Intersection Improvements                   | 420,000          | 86,720               | -                | -                    |                  |
| Sidewalk Maintenance                        | 10,000           | -                    | -                | -                    |                  |
| Building Maintenance                        | -                | -                    | 10,000           | -                    |                  |
| Stormwater Management                       | -                | -                    | 15,000           | -                    | 0.0%             |
| Trash/Recycling Containers                  | 17,000           | 11,747               | 1,000            | 9,213                | 61.4%            |
| Annex Property Improvements                 | -                | -                    | 1,000            | -                    | 0.0%             |
| Street/Curb Program                         | -                | -                    | 1,000            | -                    | 0.0%             |
| Mamie Davis Renovations/Upgrades            | -                | -                    | 5,000            | -                    | 0.0%             |
| Gaslight Banner Replacement                 | -                | -                    | 1,000            | -                    | 0.0%             |
| Tanyard Hill                                | -                | -                    | 2,500            | -                    | 0.0%             |
| Canoe Kayak Ramp                            | 4,500            | -                    | -                | -                    |                  |
| Police Vehicle                              | 140,000          | 242                  | 140,000          | 97,677               | 69.8%            |
| Police Radios                               | -                | 78,995               | 16,900           | -                    | 0.0%             |
| Body Armor                                  | -                | -                    | 23,111           | 22,836               | 98.8%            |
| IBR Reporting                               | 2,400            | 1,000                | 1,000            | -                    | 0.0%             |
| LIDAR Speed Detection and Related Equipment | -                | -                    | -                | -                    |                  |
| Office Safety Equipment                     | 2,300            | -                    | 7,236            | 2,236                | 30.9%            |
| Pedestrian & Bicyclist Safety Program       | 5,100            | 4,931                | -                | 3,564                |                  |
| Alcohol Related Safety Projects             | 2,300            | -                    | 3,350            | -                    | 0.0%             |
| Computer Upgrades                           | -                | -                    | 5,879            | 395                  | 6.7%             |
| Document Management                         | 2,500            | -                    | 5,000            | 3,460                | 69.2%            |
| Website Redesign                            | -                | 475                  | 2,500            | -                    | 0.0%             |
| Town Recodification                         | -                | 2,998                | 7,000            | 4,965                | 70.9%            |
| Parking Management Plan                     | -                | -                    | -                | -                    |                  |
| AV Equipment-Town Hall                      | -                | -                    | 5,000            | -                    | 0.0%             |
| Total Expenses                              | 606,100          | 187,108              | 254,476          | 506                  | 25.3%            |
| <b>CIP Net Income</b>                       | <b>(159,800)</b> | <b>(187,108)</b>     | <b>(115,611)</b> | <b>(44,745)</b>      | <b>38.7%</b>     |
| <b>Total Net Income All Funds</b>           | <b>(57,204)</b>  | <b>(25,509)</b>      | <b>(41,312)</b>  | <b>88,323</b>        | <b>-213.8%</b>   |

# TOWN OF OCCOQUAN

AS OF 6/30/20

| ASSETS                                |                   |
|---------------------------------------|-------------------|
| Current Assets                        |                   |
| Total Checking/Savings                | \$ 707,504        |
| Total Accounts Receivable             | \$ 125,612        |
| Total Other Current Assets            | \$ 14,999         |
| Total Current Assets                  | \$ 848,115        |
| <b>TOTAL ASSETS</b>                   | <b>\$ 848,115</b> |
| LIABILITIES & EQUITY                  |                   |
| Liabilities                           |                   |
| Total Accounts Payable                | \$ 11,366         |
| Total Credit Cards                    | \$ 9,221          |
| Total Other Current Liabilities       | \$ 14,995         |
| Total Current Liabilities             | \$ 35,582         |
| Total Long Term Liabilities           | \$ -              |
| Total Liabilities                     | \$ 35,582         |
| Equity                                |                   |
| Nonspendable                          |                   |
| Inventory                             | \$ 1,006          |
| Net Assets without Restrictions       |                   |
| Operating Reserves                    | \$ 200,000        |
| Unrestricted Net Assets               | \$ 61,384         |
| Event Fund                            | \$ 131,705        |
| CIP Fund                              | \$ 115,611        |
| Net Assets with Restrictions          |                   |
| Financing Proceeds                    | \$ 57,295         |
| Public Safety Grant Fund              | \$ 45,343         |
| Mamie Davis Park Fund                 | \$ 10,323         |
| Public Education Grant Fund           | \$ 1,044          |
| Public Art Fund                       | \$ 500            |
| Mamie Davis (Endowment)               | \$ 100,000        |
| Net Income                            | \$ 88,323         |
| Total Equity                          | \$ 812,533        |
| <b>TOTAL LIABILITIES &amp; EQUITY</b> | <b>\$ 848,115</b> |

# FUND BALANCES

AS OF 6/30/20

|                                      | FINAL -<br>as of 7/1/2019 | Unaudited<br>Income/ (Loss)<br>YTD FY20 | As of 6/30/20 |
|--------------------------------------|---------------------------|---|---------------|
| <b>Nonspendable:</b>                 |                           |   |               |
| <b>Inventory</b>                     | \$ 1,006                  | \$ -                                    | \$ 1,006      |
| <b>Restricted:</b>                   |                           |   |               |
| <b>Mamie Davis Fund</b>              | \$ 100,000                | \$ -                                    | \$ 100,000    |
| <b>Assigned:</b>                     |                           |   |               |
| <b>Operating Reserves</b>            | \$ 200,000                | \$ -                                    | \$ 200,000    |
| <b>Craft Show &amp; Events</b>       | \$ 131,704                | \$ 48,668                               | \$ 180,372    |
| <b>CIP Funds</b>                     | \$ 115,611                | \$ (44,745)                             | \$ 70,866     |
| <b>Financing Proceeds</b>            | \$ 57,295                 | \$ (32,024)                             | \$ 25,271     |
| <b>Public Safety Grant Fund</b>      | \$ 45,343                 | \$ 92,938                               | \$ 138,281    |
| <b>Mamie Davis Park Fund</b>         | \$ 10,323                 | \$ (955)                                | \$ 9,368      |
| <b>Public Education Grant</b>        | \$ 1,044                  | \$ 269                                  | \$ 1,313      |
| <b>Public Art Fund</b>               | \$ 500                    | \$ -                                    | \$ 500        |
| <b>Subtotal Assigned:</b>            | \$ 561,820                | \$ 64,151                               | \$ 625,971    |
| <b>Unassigned</b>                    | \$ 61,384                 | \$ 24,172                               | \$ 85,556     |
| <b>Rounding</b>                      | \$ -                      | \$ -                                    | \$ -          |
| <b>Total Available Fund Balance:</b> | \$ 724,210                | \$ 88,323                               | \$ 812,533    |



# TOWN OF OCCOQUAN

*Circa 1734 • Chartered 1804 • Incorporated 1874*  
314 Mill Street • PO Box 195 • Occoquan, Virginia 22125  
(703) 491-1918 • Fax (571) 398-5016 • [info@occoquanva.gov](mailto:info@occoquanva.gov)  
[www.occoquanva.gov](http://www.occoquanva.gov)

**TOWN COUNCIL**  
Earnest W. Porta, Jr., Mayor  
Jennifer Loges, Vice Mayor  
Cindy Fithian  
Laurie Holloway  
Eliot Perkins  
Krystyna Bienia

**TOWN MANAGER**  
Kathleen R. Leidich, AICP

**CHIEF OF POLICE**  
Adam C. Linn, J.D.

## Occoquan Police Department

### Monthly Town Council Report August 4, 2020

#### Departmental Goals

- Goal 1: Provide for the public safety of the persons and property of the residents, businesses, and visitors of the Town of Occoquan.
- Goal 2: Promote a professional and accountable police department.
- Goal 3: Promote safe roads and sidewalks in the Town of Occoquan.

#### Current Initiatives

Continued the Calls for Service police coverage and COVID-19 response in Town. Working with town officers and auxiliary police officers to increase patrols and visibility during peak calls for service times.<sup>1</sup> Directed patrols during business hours.<sup>1</sup> Continued community policing and safe sidewalks.<sup>1</sup> Worked with officers to address administrative needs of Police Department.<sup>2</sup>

Provided limited traffic enforcement on Gordon Boulevard and Commerce Street area (speeding, Block the Box and Driving off Roadway), Union Street/Tanyard Hill Road (speed enforcement), and Washington Street and Union Street (pedestrian safety and speeding).<sup>3</sup> Directed stop sign enforcement and pedestrian safety enforcement in historic district.<sup>3</sup> Continued foot patrols and visibility in historic business area.

Continued body worn cameras program for Town Officers and DMV selective enforcement grants to reduce accidents and pedestrian safety.<sup>4</sup>

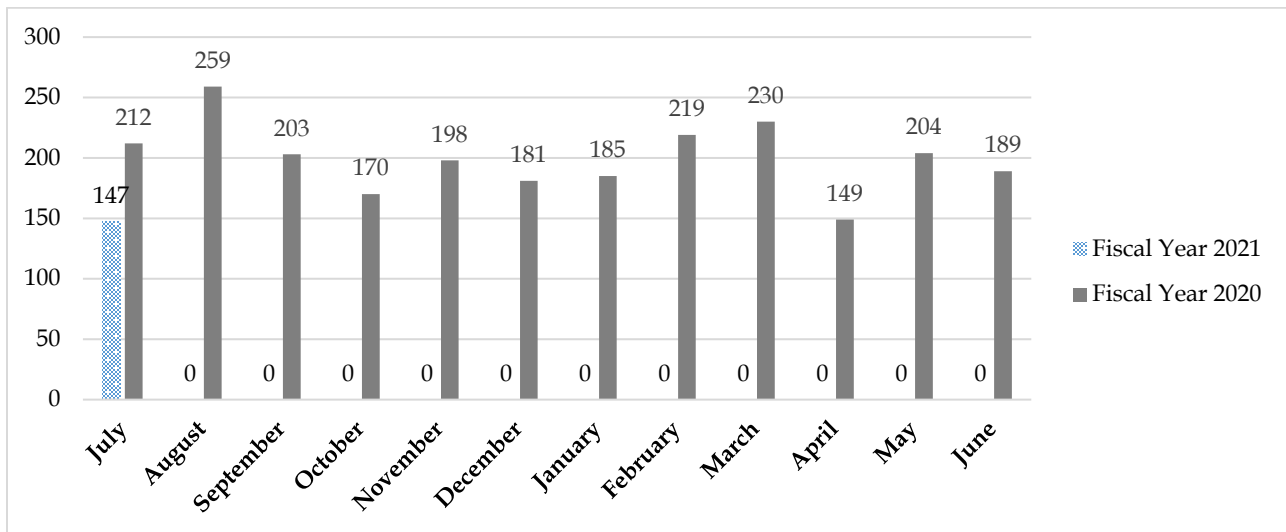
#### Community Relations

Provided patrol and visibility for COVID-19. Met with community residents to discuss police administration and use of force policies. Provided patrol and visibility throughout Town, including foot patrols through Historic Downtown and residential areas on Washington Street, East Colonial Drive, Overlook Drive, Fortress Way, Occoquan Heights, and Mill Cross. Continued stop sign and speed compliance details. Provided visibility patrol during July 4<sup>th</sup> events, Concert in the Park, and Pokémon event.

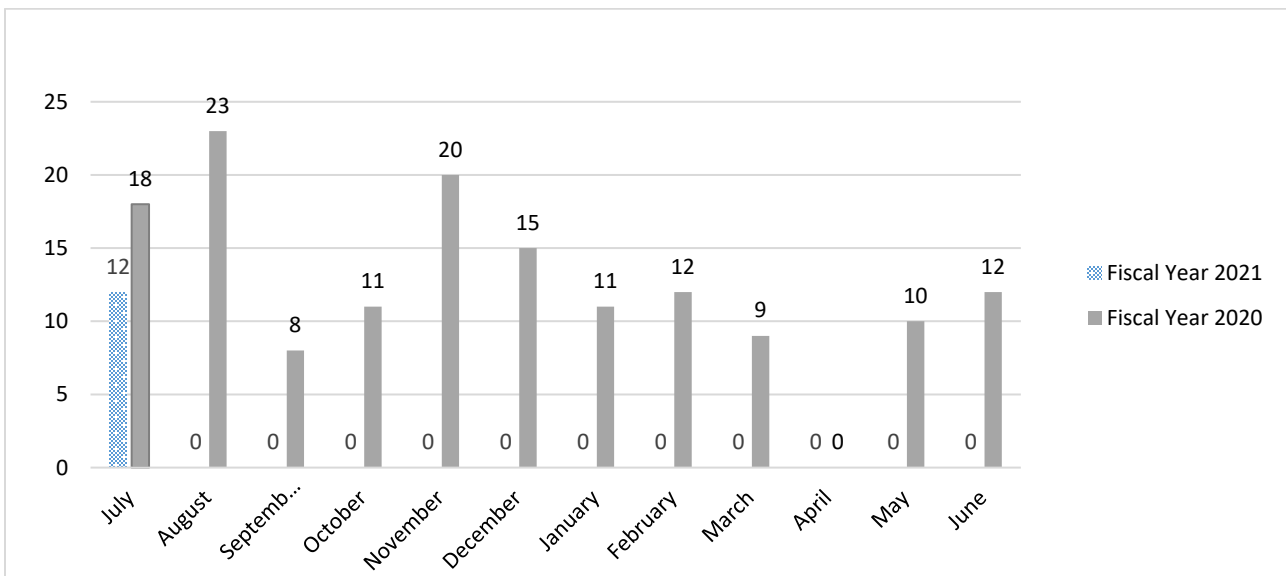
**Patrol and Enforcement Activities**

As of July 27<sup>th</sup>, in the month of July, the Town Police made 12 custodial arrests (3 DUI, 1 DUID, 1 Refusal, Breaking & Entering, Assault on a Family Member, Destruction of Property, Obstruction of Justice, Trespassing and 2 warrant services), issued 147 traffic summonses, and 52 warnings.

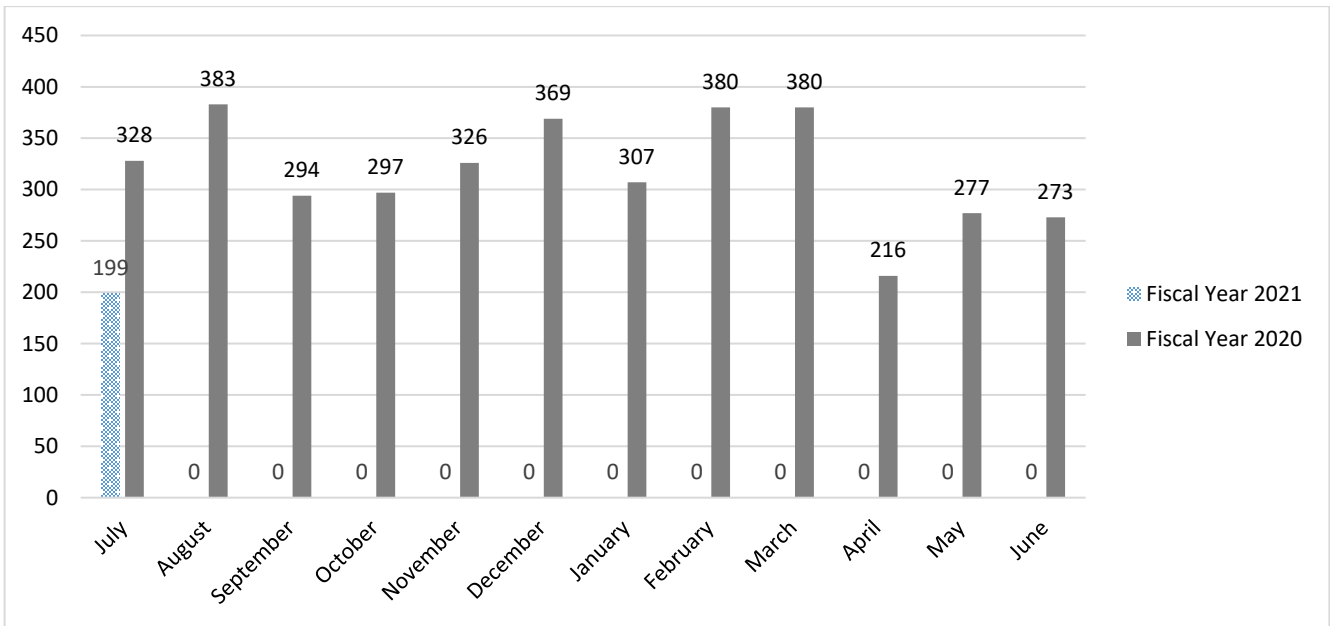
**Traffic Summonses FYTD (GRAPH)**<sup>5</sup>



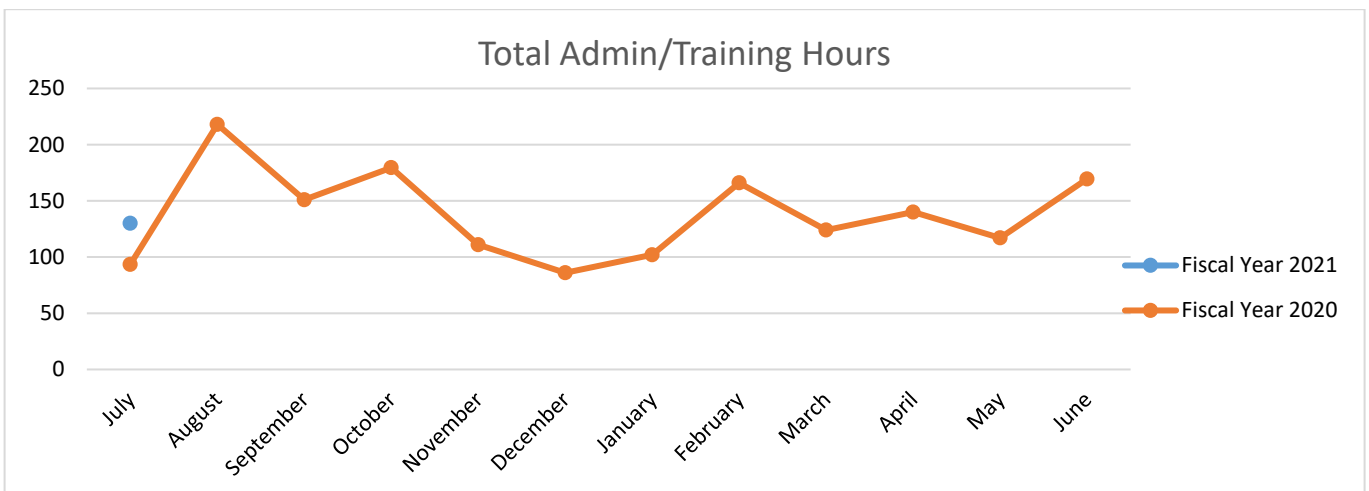
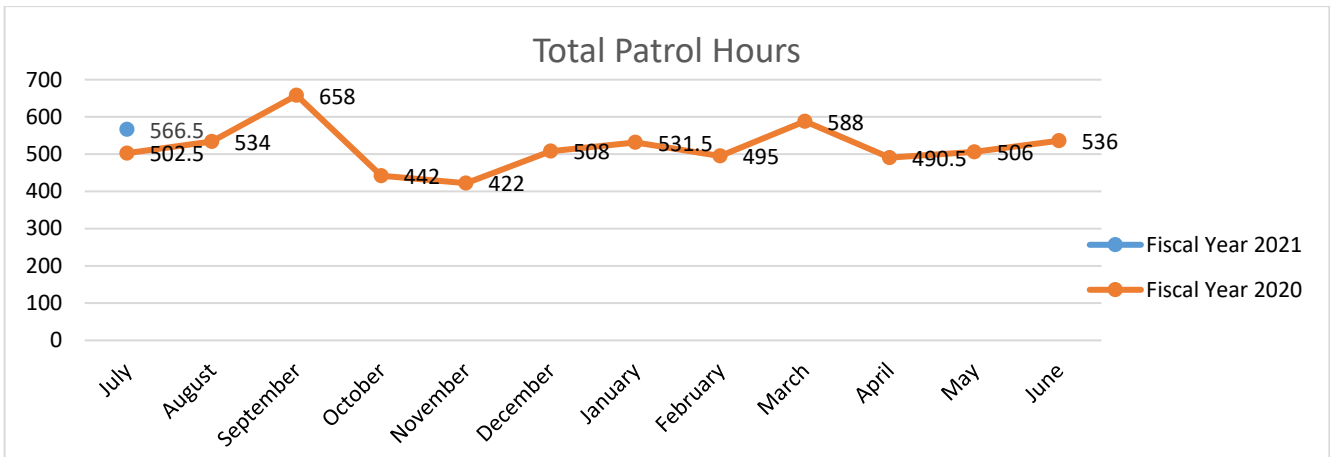
**Parking Tickets Issued FYTD (GRAPH)**<sup>3</sup>



**Traffic Stops YTD (GRAPH)** <sup>5</sup>



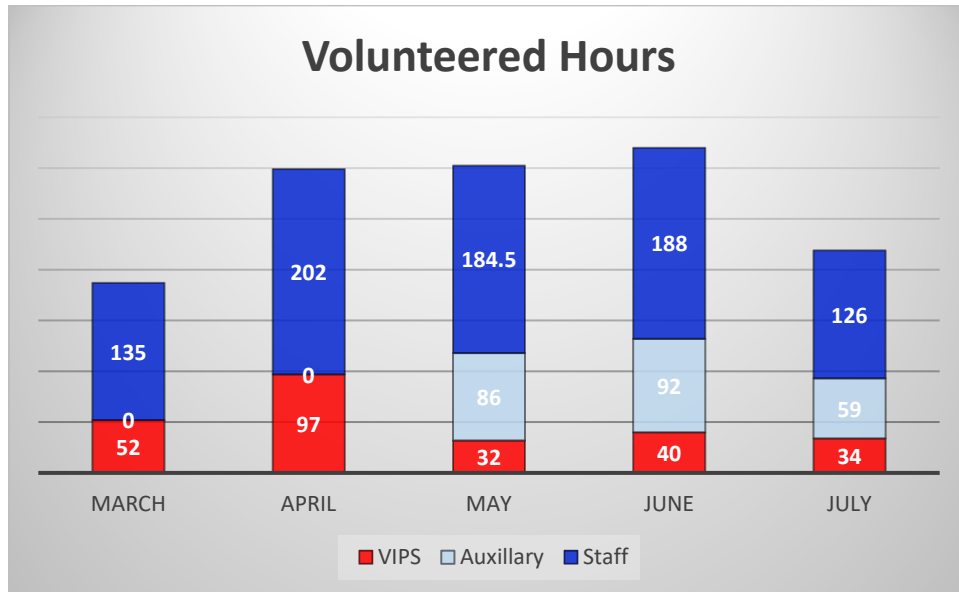
**Patrol/Administrative Hours FYTD (GRAPHS)** <sup>5</sup>





**Volunteer in Police Service (New)**

Since March, our volunteer in police service (VIPS) members, auxiliary police officers, and paid police staff have donated a total of 1,327 uncompensated hours to the Town. Below is a list of volunteer hours (uncompensated time) provided by our VIPS members, auxiliary police officers, and paid police staff:



**Miscellaneous**

Continued Field Training for 1 auxiliary police officer who completed academy.<sup>2</sup> Continued Narcan - Opioid safety program<sup>3</sup>. Worked with public works on Town needs.<sup>5</sup>

<sup>1</sup> Goals 1, 2, and 3

<sup>2</sup> Goal 2

<sup>3</sup> Goal 3

<sup>4</sup> Goals 1, 2, and 3

<sup>5</sup> Goals 1 and 3



## Upkeep and Maintenance Projects

Since March, 2020, the Town staff has been tasked with 91 projects. Of those 91, 56 have been completed, 20 are in progress and 15 have not started.

The below chart outlines the status of the projects:

| Project Title   | Status      |             |           |
|---|-------------|-------------|-----------|
|   | Not Started | In Progress | Completed |
| Install 1st & 2nd Floor Access Control Systems                            |             |             | √         |
| Clean & Organize First Floor Storage Closet                               |             |             | √         |
| Clean & Organize First Floor Outside Storage Closet                       |             |             | √         |
| Clean & Paint outside 1st Floor Stairs and Entry Way                      |             |             | √         |
| Clean/Paint/Organize Conference Room                                      |             |             | √         |
| Install TV and Video Conference Equipment in Conference Room              |             |             | √         |
| Clean/Paint/Organize Chief of Police Office                               |             |             | √         |
| Clean/Paint/Organize PD Office  |             |             | √         |
| Install New Furniture in PD and Chief of Police Office                    |             |             | √         |
| Paint Floors in 1st Floor Office Space                                    |             |             | √         |
| Install Interior Town Staff Door Way-Finding Signs                        |             |             | √         |
| Install proper American/State/Town Flag in Town Council Chambers          |             |             | √         |
| Install Town Seal in Town Council Chambers                                |             |             | √         |
| Install Town Seal in Conference Room                                      |             |             | √         |
| Town Hall Bathroom Remodel  | √           |             |           |
| Town Hall Kitchen Remodel   | √           |             |           |
| Install exterior PD way-finding signage                                   |             |             | √         |
| Order and Install "Social Distancing Signs" in Town Parks                 |             |             | √         |
| Clean and Change exterior light fixtures at Town Hall                     |             |             | √         |
| Clean and Organize Annex  |             |             | √         |
| Clean and Change exterior light fixtures at Annex                         |             |             | √         |
| Install new landscape lighting at Mami Davis Park                         |             |             | √         |
| Install new landscape lighting at Town Hall                               |             |             | √         |
| Sew new grass at town hall  | √           |             |           |
| Sew new grass at River Mill Park  | √           |             |           |
| Clean and Organize River Mill Park Garage                                 |             |             | √         |
| Install new door hardware on all interior and exterior doors at Town Hall |             |             | √         |
| Replace Annex Lower Level Door  |             | √           |           |
| Re-Stain Annex Fence and Stairs   |             |             | √         |
| Add additional fencing to annex roadway fence                             |             |             | √         |
| Extend and Replace fencing around dumpster enclosure                      |             |             | √         |
| Add additional fencing around dumpster enclosure area                     |             | √           |           |
| Fix stump at Mill and Union   |             |             | √         |

|  |   |   |   |
|--|---|---|---|
| Fix stump at Union and Commerce  |   |   | √ |
| Weed and replant planters at Museum                                      |   |   | √ |
| Weed and replant planters on Boardwalk                                   |   |   | √ |
| Replace motion sensing light on Boardwalk                                |   |   | √ |
| Replace Boardwalk Ladders  |   | √ |   |
| Install rescue throw buoys on boardwalk                                  |   | √ |   |
| Replace No Fishing Signage on Boardwalk                                  |   | √ |   |
| Trim Trees on Mill St  |   | √ |   |
| Trim Trees on Union St   |   | √ |   |
| Trim Trees on Commerce St  |   | √ |   |
| Clean Sediment from curbsides  |   |   | √ |
| Clean storm water drains from debris                                     |   |   | √ |
| Annex Step Project   |   |   | √ |
| Town Hall Elevator Gate Repair   |   |   | √ |
| No Fishing Signs around Kayak Ramp                                       |   |   | √ |
| Paint Door and Repair Windows on ATM Storage Building                    |   | √ |   |
| Replace Men's Bathroom Light Switch                                      |   |   | √ |
| Replace Exterior Lights on River Mill Bathroom                           |   | √ |   |
| River Mill Bathroom Lock Change  |   |   | √ |
| Remove Overgrown tree from Town Hall                                     |   |   | √ |
| Repair Town Hall Eve Damage due to Tree that was Removed                 |   | √ |   |
| Street Sign Audit and Repair and Cleaning                                |   | √ |   |
| Repair River Mill Bathrooms - back stalls run constantly                 |   |   | √ |
| Cut and Paint LOVE sign for River Mill Park (For artist to paint)        | √ |   |   |
| Paint Alley Way Sign Poles   | √ |   |   |
| Replace Social Distancing Sign in River Mill Park                        |   |   | √ |
| Replace One Way sign at Washington St and Poplar Alley                   |   | √ |   |
| Replace Social Distancing Signs on Boardwalk                             |   |   | √ |
| Replace light bulbs in Town Hall sign                                    |   |   | √ |
| Paint curbs by Town Hall / Manager location                              |   |   | √ |
| Install Hand sanitizer Dispensers at Mill Park                           |   |   | √ |
| Install Hand sanitizer Dispensers at Town Hall for Public and Town Staff |   |   | √ |
| Repair/Replace hazardous boards on Boardwalk                             |   | √ |   |
| Replace Mirror by Union St. & Poplar Alley                               | √ |   |   |
| Pressure Wash Pilar under Rt. 123 to remove graffiti remnants            |   |   | √ |
| Repair Banner at Ellicott and Mill                                       |   |   | √ |
| Clean Gutters on Town Buildings  |   |   | √ |
| Get estimates for gutter covers for town buildings                       |   | √ |   |
| Trim tree on Mill St hanging over Lynn property on Mill St.              |   |   | √ |
| Remove graffiti from retaining wall and area on Gordon Blvd.             |   |   | √ |
| Spray/Remove kudzu from fence near town entrance                         |   |   | √ |
| Spray/Remove kudzu from fence under the 123 Bridge                       |   | √ |   |
| Remove sediment from under 123 Bridge                                    |   | √ |   |
| Clean Bridge Trusses and clean overall area under Bridge                 |   | √ |   |

|   |   |   |   |
|---|---|---|---|
| Tree Trimming near Mill House Museum  |   |   | √ |
| Fix table bench on Town Boardwalk   |   | √ |   |
| Clean Sediment from Curbsides from entrance way at Rt123                      |   |   | √ |
| Remove Graffiti from River Mill Park Building                                 |   |   | √ |
| Fix leaking hose bibs on boardwalk  |   |   | √ |
| Add wrap-wrap (rock) under parking area in front of Kayak Ramp                |   | √ |   |
| Fix Town Hall Trash Can area  | √ |   |   |
| Fix Town Hall rear flower bed   | √ |   |   |
| Clean Lower Level Emergency Exit Stairs at Town Hall                          | √ |   |   |
| Discuss signage on FFX side of Footbridge                                     | √ |   |   |
| Cut back over-growth at Tanyard and Olde Bridge to make OCQ Sign more visible | √ |   |   |
| Re-Stain Town Hall lower level stairs   | √ |   |   |
| Paint and realign parking stops in front of Visitor Center                    | √ |   |   |
| Remove Parking signs in front of Visitor Center                               | √ |   |   |

In addition to the above projects, Town staff has installed custom bricks in front of River Mill Park. The below is the status of the replacement and maintenance sidewalk bricks:

| Location                                  | Status      |             |           |
|---|-------------|-------------|-----------|
|   | Not Started | In Progress | Completed |
| Corner by Post Office (Mill & Washington) |             | √           |           |
| 206 Mill St. (Details)                    |             | √           |           |
| Town Hall                                 |             | √           |           |
| Loft Gallery/Elements                     |             |             | √         |
| Bottle Stop                               |             |             | √         |
| Mamie Davis Park (in front - Mill St.)    |             | √           |           |
| Mamie Davis Park (in park)                |             | √           |           |
| Museum Area                               |             |             | √         |

# Events and Community Development Report, August 2020

## Town of Occoquan Micro-Grant Program

The Micro-Grant panelists met on July 14, 2020 to review 37 applications. Every Town business that met the application deadline was deemed eligible and received an equal amount. Grant funds were transferred to the Occoquan Merchants' Guild on July 23, 2020. Checks were cut on July 29 and distributed via postal service.

## Event Planning During COVID-19

In lieu of Craft Show revenue, the Town needs to generate funds for CIP reserves. The key factors in considering revenue-generating events are essentially all Phase III limitations: size, crowd control, social spacing, sanitation, etc. Smaller events can take place in the parks where size can be more easily limited and spacing can be enforced. Under consideration are events that will generate the most revenue with respect to feasibility and the effort involved.

- Chili Cookoff
- Athletic Fundraiser
- Date Night Fun / Tournaments in the Park
- Holiday

## Other Potential Revenue Streams

### Park Rentals and Brick Pavers

Currently, staff is working on a brick paver campaign for social media as well as a promotional plan to encourage park rentals for small weddings, graduations, and birthdays.

### Visitors Center

As a result of the challenges and restrictions on the size and logistics of outdoor events and activities relative to the time and effort investment, and as the Prince William Tourism sponsored Visitors' Center is closing, staff recommends utilizing the Visitors' Center building to generate an additional revenue stream either through a revenue sharing program with a renter or curating a Town-controlled tourism shop.

## Current Events

### Music on Mill

August 7, The New Thirty (*Popular*), 7-9pm

August 22, The Princess Bride, (*rated PG*) begins at sundown, approx. 8:30pm

September 4, Time Warp Rock (*Rock*), 7-9pm

### Discover Occoquan Week August 17-23

This year Discover Occoquan Week features a variety of virtual and outdoor activities extended over a week's time to accommodate the challenges we face in hosting social gatherings.

## Recent Awards

Winners in “Best of Virginia” sponsored by Virginia Living Magazine:

Mom’s Apple Pie, *Dessert*

Nazbro Chocolates, *Chocolatier* (2<sup>nd</sup>)

The Reclaimed Treasures, *Home Furnishings* (3<sup>rd</sup>)

Occoquan Chocolate Walk, *Food Festival* (2<sup>nd</sup>)

Occoquan Arts & Crafts Show, *Non-Food Festival*





**TOWN OF OCCOQUAN**  
**TOWN COUNCIL MEETING**  
Agenda Communication

|   |                                     |
|---|-------------------------------------|
| <b>10. Regular Business</b>   | <b>Meeting Date:</b> August 4, 2020 |
| <b>10 A: Telecommunications Franchise/Site License - Vote to Award Franchise/Approve Site License</b> |                                     |

**Explanation and Summary:**

During the August 4, 2020, meeting Town Council is expected to award a non-exclusive franchise agreement for telecommunications. If such a franchise is awarded to New Cingular Wireless PCS, LLC., the latter has requested approval for locating telecommunications equipment on existing utility poles within the Town's rights-of-way on Mill Street.

On June 25, 2019, the Architectural Review Board approved application ARB 2019-001 for the materials and color of the wireless communications antenna proposed in the site license to be installed on an existing pole. The pole is owned by Dominion Power and located in the vicinity of 201 Mill Street, near the ATM. The proposed installation would include affixing a 24.9-inch canister to the top of the pole and attaching a 37-inch meter approximately 8 feet from the ground.

This is a request for Town Council to award a non-exclusive franchise agreement to New Cingular Wireless PCS, LLC and approve the site license agreement for this location under the franchise agreement with New Cingular Wireless PCS, LLC if the latter is awarded a franchise.

Under such a franchise agreement, New Cingular Wireless PCS is required to submit a site license application for each requested site. Each site license will require a one-time use fee of \$1,000 for the site, and an annual payment of \$12 per linear foot of pole height between the lowest and highest points that the equipment occupies the pole. The Franchise does not allow for the installation of new poles.

**Town Attorney's Recommendation:** Approval as to form.

**Proposed/Suggested Motion:**

"I move to adopt Ordinance # O-2020-4 to grant to New Cingular Wireless PCS, LLS, a small cell facilities franchise to permit use of public rights of way within the corporate limits of the Town of Occoquan, Virginia, for location of telecommunications equipment on existing or replacement utility poles and structures.

AND





# TOWN OF OCCOQUAN TOWN COUNCIL MEETING Agenda Communication

I move to approve the New Cingular Wireless PCS, LLC site license as presented for the identified location on Commerce Street.”

OR

Other action Council deems appropriate

**Attachments:** Ordinance # O-2020-04  
New Cingular Wireless PCS, LLC. Site License  
Occoquan Site Exhibit  
AT&T Architectural Review Board Agenda Item-6/25/19  
Architectural Review Board Minutes-6/25/19  
Notice of Public Hearing and Invitation to Bid

**ORDINANCE #  
O-2020-04**

**AN UNCODIFIED ORDINANCE TO GRANT A SMALL CELL FACILITIES FRANCHISE TO PERMIT USE OF PUBLIC RIGHTS OF WAY WITHIN THE CORPORATE LIMITS OF THE TOWN OF OCCOQUAN, VIRGINIA, FOR LOCATION OF TELECOMMUNICATIONS EQUIPMENT ON EXISTING OR REPLACEMENT UTILITY POLES AND STRUCTURES.**

BE IT ORDAINED by the Council of the Town of Occoquan, Virginia, meeting in regular session this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, that there shall be granted in the mode prescribed by the laws of the Commonwealth of Virginia for franchise grants and leaseholds, upon the conditions hereinafter specified, the rights and privileges embodied in the following draft ordinance entitled:

**AN UNCODIFIED ORDINANCE GRANTING TO NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS PERMITTED SUCCESSORS AND ASSIGNS, THE RIGHT FOR THE TERM AND UPON THE CONDITIONS HEREIN STATED, TO USE AND OCCUPY THE PUBLIC RIGHTS OF WAY, STREETS, AND ALLEYS OF THE TOWN OF OCCOQUAN, VIRGINIA, FOR THE INSTALLATION, MAINTENANCE, UPGRADING, REPAIRING AND REMOVING OF GRANTEE FACILITIES AT LOCATIONS WITHIN THE PRESENT OR FUTURE CORPORATE LIMITS OF THE TOWN TO BE SPECIFICALLY APPROVED BY THE PROCESS SET FORTH IN THIS FRANCHISE (hereinafter the “Ordinance” or “Franchise”).**

WHEREAS, the Town of Occoquan, Virginia (the “Town”) has the authority to grant franchises and other authorizations for the use and occupancy of the Public Rights-of-Way (as hereinafter defined); and

WHEREAS, New Cingular Wireless PCS, LLC (the “Grantee”) desires to obtain a franchise to use and occupy the Public Rights-of-Way (as hereinafter defined) for the purpose of installing, maintaining, upgrading, repairing and removing Grantee Facilities (as hereinafter defined); and

WHEREAS, the Town intends to exercise, to the fullest extent permitted by applicable law, and in accordance with the Code of Virginia, its authority with respect to the regulation of the occupation and use of the Public Rights-of-Way,

NOW, THEREFORE, BE IT ORDAINED by the Council of the Town of Occoquan, Virginia, meeting in regular session this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, as follows:

**Section 1. Grant of Franchise.** The right is hereby granted unto New Cingular Wireless PCS, LLC, hereinafter referred to as “Grantee,” its permitted successors and assigns, for the Term (as hereinafter defined) and subject to the conditions and limitations hereinafter stated, to use and occupy the **Public Rights-of-Way** (consisting of the public streets, roads, highways, freeways, lanes, paths, public ways or places, sidewalks, boulevards, parkways, drives, alleys or other easement within and through the corporate limits of the Town, as such corporate limits now exist or may be extended or altered at a later date), for the installing, maintaining, upgrading, repairing, removing and operating of one or more small cell facilities (as defined by Virginia Code § 56-484.26) together with such necessary replacement poles (replacing existing Town poles to accommodate Grantee’s small cell facilities), power cables, conduit, power distribution panel, radio head, gps antennas, ue relay, omnidirectional antenna, and other associated equipment (collectively, “Grantee Facilities”) for telecommunications use. The Grantee is not authorized

to sublicense or sublease to any business entity or individual the right to use the public rights of way for any purpose.

**Section 2. Construction and Relocation of Grantee Facilities.** From and after the date on which this Ordinance shall become effective, the Grantee may locate Grantee Facilities in the Public Rights-of-Way at reasonable, suitable and convenient points determined by the Town Council or designee after consultation with Grantee and review and approval of a Site License in the form attached as Exhibit A (each a “**Site License**”). Grantee may not install new poles in the Public Rights-of-Way for attachment of Grantee Facilities but may attach Grantee Facilities to existing poles owned by third parties and/or replacement poles.

Except for the relocation of the Grantee Facilities at the Grantee’s expense to make way for new street construction as specified in this Section 2, if the Town requests removal or relocation of Grantee Facilities, then the Town shall reimburse the Grantee for all reasonable removal and relocation costs. The cost of such relocation or removal shall include the cost of installing such Grantee Facilities in a new location, the cost to remove the Grantee Facilities at the old location, and the cost of any lands, or any rights or interest in lands, and any other rights, required to accomplish such relocation or removal. The cost of relocation or removal shall include the entire amount incurred or paid by the Grantee attributable to such relocation or removal after deducting therefrom any increase in the value of the newly installed Grantee Facilities and any salvage value derived from the relocated or removed Grantee Facilities.

Whenever the Town or any of its departments, agencies, and/or agents, servants, or employees shall grade, regrade, construct, reconstruct, widen, or alter any Public Rights-of-Way or shall construct, reconstruct, repair, maintain, or alter any other municipal public works therein (including, but not limited to, storm sewers, sanitary sewers, water distribution, electric distribution, and street lights), and except where such reconstruction or alteration is for the exclusive benefit of a third party, it shall be the duty of the Grantee, when provided a notice to proceed by the Town, within a reasonable time commensurate with the size of the project but in no case less than thirty (30) days nor greater than ninety (90) days, to alter or relocate at Grantee’s expense its Grantee Facilities in the Public Rights-of-Way so as to conform to the established grade or line of such Public Right-of-Way so as not to unreasonably interfere with such municipal public works so constructed, reconstructed, or altered. The Town shall reimburse the Grantee for the cost of alteration, relocation, removal or break-through of the Grantee Facilities to the extent and only in an amount required by the Code of Virginia, as amended; otherwise, Grantee shall bear the cost of such alteration, relocation, removal, or break-through. In the event the Grantee must relocate Grantee Facilities pursuant to this Section 2, the Town shall make available, at no cost to Grantee, permits and alternative space in the Public Rights-of-Way for such relocation of Grantee Facilities, provided that (i) such alternative space need not be in the exact same streets or alleys but shall be in reasonable proximity to the previous location; and (ii) such alternative space is reasonably available elsewhere in the Public Rights-of-Way. If no such alternative space is reasonably available, or if Grantee rejects the offered relocation site and the parties thereafter cannot agree on a relocation site within ninety (90) days, that Site License shall terminate but any other Site Licenses shall be unaffected by that termination.

**Section 3. Permits.** Grantee agrees to comply with all provisions and requirements imposed by the Occoquan Town Code and by all other applicable laws. Grantee agrees to comply with the provisions of the Virginia Underground Utility Damage Prevention Act, Chapter 10.3 of Title 56, §56-265.14 through §56-265.32, of the Code of Virginia (1950), as amended (the “**Miss Utility Requirements**”). Grantee shall provide the Town with an emergency contact telephone number that will be staffed at all hours, every day of the year. Except in case of an emergency in which imminent material harm to persons or property is reasonably likely, Grantee shall not be permitted to work in the Town’s Public Rights-of-Way on Town Holidays.

The work to be done under this Franchise shall be done in such manner as not to damage any other underground construction of any other entity holding a franchise from the Town or any construction that complies with Miss Utility Requirements performed by the Town itself, or by the Virginia Department of Transportation, or unnecessarily interfere with the making of connections by the Town or by the citizens thereof with water pipes, sewerage pipes, or electrical lines, which may now or hereafter be laid or constructed by the Town or by any other entity holding a franchise from the Town that comply with Miss Utility Requirements. When the Public Rights-of-Way are used by the Grantee for any underground construction, the surface thereof shall be restored by the Grantee within a reasonable time from completion of the work to, as nearly as possible, the same condition as existed prior to such construction. All work done under this Ordinance shall be done in such a manner as to not needlessly interfere with or impede free and proper use of the Public Rights-of-Way by the public, or obstruct public travel except with the advance, express permission of the Town which may be granted or withheld in the Town's sole discretion, not to be unreasonably withheld, or in the case of an emergency related to the safety, health and welfare of the public. The Town Manager or designee shall have the sole right to determine whether an emergency related to the safety, health and welfare of the public exists. All such work, whether scheduled or emergency, shall be done at Grantee's expense.

Grantee shall provide to the Town, within fifteen (15) days of completion of installation of any Grantee Facilities, a complete and accurate as-built drawing for such Grantee Facilities.

**Section 4. Insurance.** Throughout the Term, as hereinafter defined, the Grantee shall, at its own expense, maintain a liability insurance policy or policies. Except to the extent other provisions are provided in a Site License, such policy or policies of insurance shall insure the Grantee and, excluding Workers' Compensation and Employer's Liability, include the officials, boards, commissions, councils, elected officials, agents and employees of the Town as additional insureds as their interest may appear, and include:

- (a) Commercial General Liability Insurance, as per form ISO CG 00 01 or equivalent form reasonably acceptable to the Town, in the amount of Two Million Dollars (\$2,000,000.00) combined single limit per occurrence and in the aggregate for property damage and bodily injury (limits may be satisfied with primary and/or excess coverage). Such insurance shall cover the construction, operation and maintenance of the Grantee Facilities; and
- (b) Commercial Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit each accident for the bodily injury and property damage coverage; and
- (c) Workers' Compensation Insurance meeting all statutory requirements of the Commonwealth of Virginia; and
- (d) Employers' Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) each accident/disease/policy limit; and
- (e) Umbrella/Excess Liability Insurance shall be maintained above the primary Commercial General Liability, Commercial Automobile Liability, and Employers' Liability policies required herein. The limit of such Umbrella/Excess Liability Insurance shall be Five Million Dollars (\$5,000,000.00) each occurrence and aggregate. Grantee may use any combination of primary and excess to meet required total limits.

The foregoing minimum limitations shall not prohibit the Grantee from obtaining any insurance policy or policies in excess of such limitations set forth above. All policies of insurance shall be with insurers licensed to sell insurance in the Commonwealth of Virginia.

**Section 5. Right to Trim and Cut.** In the location and erection of the conduits and other Grantee Facilities and fixtures and in stringing fiber or wires as herein authorized, Grantee shall have the right to trim, cut and keep clear of its wires and fixtures trees and other vegetation in and along the Public Rights-of-Way, but shall not cut or otherwise injure said trees and other vegetation to any greater extent than is reasonably necessary in the installation, construction, and maintenance of said conduits, Grantee Facilities wires, fixtures and other structures of Grantee as herein authorized and provided.

**Section 6. Restoration.** In the event Grantee shall, in the construction or repair of the Grantee Facilities, damage any Town-owned property, Grantee shall promptly, but temporarily, stabilize the damage to enable the Town to make immediate, permanent repairs. The Town shall promptly submit an invoice to the Grantee for costs reasonably incurred in making such repairs. Grantee agrees to reimburse the Town for the repairs to Town-owned property necessitated by the damage caused by Grantee within 180 days of receiving an invoice from the Town.

**Section 7. Separation from Power Lines.** All Grantee Facilities shall be constructed and maintained so as to remain at least ten feet (10') from all electrical lines. Grantee is responsible for maintaining at least ten feet (10') of separation between Lessee Facilities and any electrical lines.

**Section 8. Indemnification and Liability of Parties.** Grantee agrees and binds itself, by the acceptance of this Ordinance, to the fullest extent of the law, to indemnify, defend, keep and hold the Town and its officers, employees and agents free and harmless from liability on account of injury or damage to persons or public or private property to the extent caused by Grantee's construction, improvement, maintenance, repair, relocation, removal and operation of the Grantee Facilities and related works ("**Grantee's Work**"), except that Grantee shall not be required to indemnify the Town and any of its officers, employees and agents against injuries or damage to the extent caused by the willful misconduct or negligent acts or omissions of the Town or its officers, employees and agents. In the event a lawsuit is brought against the Town, any of its officers, employees or agents, either independently or jointly with Grantee, to the extent caused by Grantee's work, Grantee, upon notice to it by the Town, will defend the Town, and any of its officers, employees and agents in any such lawsuit at the cost of Grantee, and, in event of a final judgment being obtained against the Town or any of its officers, employees or agents, either independently or jointly with Grantee, Grantee will pay such judgment, with all costs, interest and penalties, and hold the Town harmless.

Neither the Town nor its officials, employees, agents, attorneys, consultants or independent contractors shall be responsible to the Grantee for any liability as a result of or in connection with the operation, protection, breaking through, movement, removal, alteration, or relocation of any Grantee Facilities by or on behalf of the Grantee or the Town in accordance with this Franchise or in connection with any emergency related to the safety, health and welfare of the public. However, nothing in this Section 8 shall waive any rights that the Grantee otherwise has against the Town for any willful misconduct or negligent acts or omissions of the Town.

The Grantee shall have no liability to the Town or any officer, employee or agent of the Town for any special, incidental, consequential, punitive or other damages as a result of the exercise of any right of the Grantee pursuant to this Ordinance or applicable law. However, nothing in this Section shall waive any rights that the Town otherwise has against the Grantee for any willful misconduct or grossly negligent acts or omissions of the Grantee.

**Section 9. Transfer of Franchise.** This Franchise shall not be transferred to third parties without the Town's written consent, which shall not be unreasonably withheld, conditioned or delayed; provided,

however, that notwithstanding any provision in this Franchise to the contrary, Grantee shall have the right to assign this Franchise to any parent, subsidiary, affiliate, or any person, firm, or corporation that shall control, be under control of, or be under common control with Grantee, or to any entity into which Grantee may be merged or consolidated or which purchases all or substantially all of the assets of Grantee that are subject to this Franchise. Any transfer of the Franchise shall be in accordance with state franchise law requirements and Grantee shall provide the Town with notice of any transfer. All rights and privileges hereby granted to Grantee may, in accordance with this Section 9, be exercised by any successor or successors, assignee or assignees of Grantee, but the successor or successors, assignee or assignees shall be subject to all the provisions, obligations, stipulations and penalties herein prescribed in this Franchise.

**Section 10. Term.** The rights and privileges hereby granted shall continue for the period of ten (10) years from and after the effective date of this Ordinance and, unless Grantee provides notice of its intention not to renew, shall automatically be renewed for three (3) additional five-year terms, unless this Ordinance be sooner voluntarily surrendered by Grantee, or unless the same is sooner terminated as provided by the terms of this Ordinance or applicable law (hereinafter the “**Term**”). The Town shall conduct any advertising and/or public notice that is required for such renewal terms. If the Grantee continues to use the Grantee Facilities in the Public Rights-of-Way after the Term expires, then the Grantee shall continue to comply with all applicable provisions of this Ordinance and other Town laws and ordinances, throughout the period of such continued use.

**Section 11. Restoration Upon Termination or Expiration.** Upon the expiration of the Term, and upon the termination of the rights hereby granted, by surrender, forfeiture, or otherwise, Grantee shall remove, at Grantee’s expense, all Grantee Facilities in the Public Rights-of-Way within 180 days after the expiration or termination of such rights and privileges. All Public Rights-of-Way must be returned to their original condition by the Grantee within 180 days of removal of any of the above-mentioned property.. If Grantee fails to do so, the Grantee Facilities shall be deemed abandoned and Town may, but is not required to, remove the Grantee Facilities and dispose of them in any fashion it deems fit. Grantee shall reimburse Town for the cost of disposal and removal of the Grantee Facilities.

**Section 12. Performance Guarantees.**

(a) Grantee shall deposit with the Town a performance bond in the amount of Ten Thousand Dollars (\$10,000.00), with good and sufficient security and which shall be in such form as may be satisfactory to the Town Attorney (this performance bond is hereinafter referred to as the “**Bond**”). The Bond shall be in place during any time when Grantee is using any Public Rights-of-Way in the Town. The Bond shall be used to insure the faithful performance by Grantee of all provisions of this Ordinance and any Site License issued in order to ensure compliance with all orders, permits and directions of any agency, commission, board, official, department, division or office of the Town having jurisdiction over its acts or defaults under this Franchise, and to ensure payment by Grantee of damages (including liquidated damages), claims, liens, attorney’s fees and taxes due the Town that arise by reason of the construction, operation or maintenance of the Grantee Facilities. Such acceptance and the Bond shall be filed with the Town within thirty (30) days from the effective date of this Ordinance. The Bond shall not in any way be considered as the limit of Grantee’s obligations or possible liabilities hereunder. Whenever the Town draws upon the Bond, Grantee shall replenish the Bond within thirty (30) days thereafter. The Town shall release the Bond after termination of this Franchise and after completion of any of Grantee’s post-termination obligations, including audits, if any.

(b) To the extent necessary to determine the Grantee’s compliance with this Franchise or to enable the Town to fully carry out its duties to manage and account for the Public Rights-of-Way, the Grantee shall make available to the Town for inspection, examination and/or audit within thirty (30) business days’ notice to the Grantee, such complete and accurate books of account, records, documents, and other information as the Town may reasonably need with respect to the Grantee Facilities to enable the Grantee to demonstrate, at all times throughout the Term or thereafter during any hold-over period that it is, and has been, in compliance with each term and condition of this Ordinance.

(c) The Town may conduct compliance audits concerning Grantee's compliance with the terms and conditions of this Ordinance at any time, provided that the Town gives the Grantee written notice sixty (60) days in advance of the commencement of compliance audits, and such audit has not taken place within the previous twenty-four (24) months. If the compliance audit finds underpayments or other non-performance, Grantee shall reimburse the Town the cost of performing the compliance audit upon presentation of an invoice for that expense.

(d) The Town may use any lawful collection method to recover costs due to it under the terms of this Franchise, and the applicable law. Grantee shall be liable to the Town for all costs of collection, including a reasonable attorney's fee and expert witness fees. This fee-shifting provision shall survive termination of this Franchise. This Section 12(d) shall apply to all sections herein where the Grantee may be liable for the payment of any sum to the Town.

**Section 13. Site License.** In addition to the terms of this Franchise, Grantee shall be bound by the terms of each Site License issued under this Franchise. If any term in a Site License conflicts with a term in this Franchise, the provision which is more restrictive on Grantee or more beneficial to the Town shall control.

**Section 14. Nonexclusive Franchise.** Nothing in this Ordinance affects the right of the Town to grant any person or entity a franchise to occupy and use the Public Rights-of-Way to place and maintain such person's or entity's facilities, or to engage in any other activity in the Public Rights-of-Way, provided that the exercise of such right will not require any then existing Grantee Facilities to be unreasonably interfered with or relocated except as expressly provided herein.

**Section 15. Quality.** All work involved in the installation, maintenance, upgrade, repair and removal of Grantee Facilities shall be performed in a safe, thorough and reliable manner in accordance with industry, professional, state and federal mandated standards and using materials of good and durable quality.

**Section 16. Safety Precautions.** The Grantee shall, at its own cost and expense, undertake to prevent accidents at its work sites at, on, and in all places used to access the Public Rights-of-Way, including the placement and maintenance of proper guards, fences, barricades, watchmen and suitable and sufficient lighting, in accordance with federal and state law.

**Section 17. Public Safety.** To protect the health or safety of any person or property due to fire, disaster or other emergency, or to correct an unsafe work condition, all as determined by the Town in its sole reasonable discretion, the Town may cut or move Grantee Facilities or property belonging to the Grantee at or immediately near its work sites or the Public Rights-of-Way. The Town will make every reasonable effort to first turn off Grantee Facilities and consult with the Grantee prior to any such cutting or movement of Grantee Facilities or property referenced in this Section 17 and the Grantee shall be given the opportunity to perform such work itself, if possible. The Town shall have the obligation to protect Grantee Facilities to the maximum extent reasonable under the circumstances. All costs to repair or replace such Grantee Facilities shall be borne by the Grantee except to the extent any such repair or replacement is due to the negligence or willful misconduct of the Town.

**Section 18. Compliance with Laws.** The Grantee shall comply with all local laws, rules, regulations, orders, or other directives of the Town issued pursuant to this Ordinance or with respect to the Town's management of its Public Rights-of-Way. Nothing herein shall be deemed a waiver of the Town's police power, its power to tax, or its power to enforce the applicable laws.

**Section 19. No Obstruction.** Except in the case of any emergency involving public safety, the Grantee shall not obstruct the Public Rights-of-Way, rivers or other traffic to, from or within the corporate limits of the Town without the prior written consent of the Town Manager. Facilities in the Public Rights-of-Way shall be located so as to cause minimum interference with any use of the Public Rights-of-Way and adjoining property. As soon as practicable, the Grantee shall notify the Town Manager or designee of an obstruction of the ROW, river or other traffic to, from, or within the town . During emergency situations, the Grantee may take all reasonable measures to restore service and alter its Grantee Facilities as necessary to ensure the safety of the citizens of the Town.

**Section 20. Right of Town to Use Public Rights-of-Way.** Nothing in this Ordinance affects the right of the Town to occupy and use the Public Rights-of-Way to place and maintain its facilities or structures or to engage in any other activity in the Public Rights-of-Way, provided that the exercise of such right will not require any of the Grantee's existing Grantee Facilities to be unreasonably interfered with.

**Section 21. Notices.** All notices, payments, demands and requests hereunder shall be in writing and shall be deemed to have been properly given three (3) days after the date when mailed by the United States Postal Service by First Class, Registered or Certified Mail, postage prepaid, or upon receipt when delivered by nationally recognized overnight courier, and addressed as follows:

TOWN:  
Town of Occoquan  
Attn: Town Manager  
Town Hall  
314 Mill Street  
P.O. Box 195  
Occoquan, VA 22125

With a copy to:  
Martin R. Crim, Esq.  
Vanderpool, Frostick, & Nishanian, P.C.  
9200 Church St, Suite 400  
Manassas, VA 20110

GRANTEE:  
New Cingular Wireless PCS, LLC  
1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor  
Atlanta, GA 30319  
Attn: Tower Asset Group – Lease Administration  
Re: Wireless Installation on Public Structures  
(Town of Occoquan)

With a copy to:  
New Cingular Wireless PCS, LLC  
208 S. Akard Street  
Dallas, TX 75202-4206  
Attn: AT&T Legal Dept. - Network Operations  
Re: Wireless Installation on Public Structures  
(Town of Occoquan)

Grantee emergency phone number (not for Notice purposes): 877-231-5447



**Section 22. Termination events.** The Town, at its option, may terminate this Ordinance upon any material breach of this Ordinance by the Grantee should the Grantee fail to correct such breach within ninety (90) days after receiving specific written notice of such material breach from the Town. If the breach cannot reasonably be corrected within ninety (90) days, the Town may terminate this Ordinance if Grantee fails to promptly begin or diligently pursue correction of the breach, or if Grantee fails to fully correct the breach as determined by the Town in its sole judgment within a reasonable time. Grantee may terminate this Ordinance for convenience at any time upon written notice to the Town.

**Section 23. Delays and Failures Beyond Control of Grantee.** Notwithstanding any other provision of this Ordinance, the Grantee shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Ordinance due to strike, war or act of war (whether or not an actual declaration of war is made), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, terrorism, sabotage or other events where the Grantee has exercised all due care in the prevention thereof and to the extent that such other causes or other events are beyond the control of the Grantee. If such delay in performance or failure to perform affects only part of the Grantee's capacity to perform, the Grantee shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s), and to fully perform in accordance with the terms of this Ordinance when such causes have been corrected. The Grantee agrees that in correcting such cause(s) contemplated by this Section 23, it shall take all reasonable steps to do so in as expeditious a manner as possible.

**Section 24. Organization, Standing, Power, Authorization and Enforceability.** The Grantee is and shall remain duly authorized to do business in the Town. The Grantee represents that it has all requisite power and authority to execute, deliver and perform in accordance with the terms of this Ordinance and all other agreements entered into or delivered in connection with or as contemplated hereby. The officer, employee, or other agent executing this Ordinance on behalf of the Grantee represents that he or she has the authority to bind the same hereto.

**Section 25. Binding Effect.** This Ordinance shall be binding upon and inure to the benefit of the Town and the Grantee and their respective successors and permitted transferees and assigns.

**Section 26. Reserved.**

**Section 27. Interpretation.** The headings contained in this Ordinance are to facilitate reference only, do not form a part of this Ordinance, and shall not in any way affect the construction or interpretation hereof. Terms such as "hereby", "herein", "hereof", "hereinafter", "hereunder", and "hereto" refer to this Ordinance as a whole and not to the particular sentence or paragraph where they appear, unless the context otherwise requires. The term "may" is permissive; the terms "shall" and "will" are mandatory, not merely directive. All references to any gender shall be deemed to include all others, as the context may require. Terms used in the plural include the singular, and vice versa, unless the context otherwise requires. Nothing in this Franchise is intended to interfere with any tariffs, contracts or other arrangements between the Grantee and a third party or between the Town and a third party, or to create any third-party beneficiary rights.

**Section 28. Entire Ordinance.** This Ordinance, including all exhibits attached hereto, embodies the entire understanding and agreement of the Town and the Grantee with respect to the subject matter hereof and supersedes all prior representations, agreements and understandings, whether oral or written, between the Town and the Grantee with respect to the subject matter hereof, including, without limitation, all prior drafts of this Ordinance and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant or independent contractor of the Town or the Grantee.

This ordinance is effective upon passage.

**Regular Meeting**  
**Ord. No. O-2020-\_\_\_\_**

**MOTION:**

**SECOND:**

**RE:**

**ACTION:**

**Votes:**

**Ayes:**

**Nays:**

**Absent from Vote:**

**Absent from Meeting:**

CERTIFIED COPY \_\_\_\_\_

\_\_\_\_\_, **Town Clerk**

# **EXHIBIT A**

## **Site License**

SITE LICENSE

SITE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THIS SITE LICENSE (this "**License**"), made and entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between TOWN OF OCCOQUAN, a Municipal Corporation of the Commonwealth of Virginia, with an address of 314 Mill Street, Occoquan, Virginia 22125, herein referred to as "**Town**" and New Cingular Wireless PCS, LLC, a Delaware limited liability company, with an address of 1025 Lenox Park Boulevard NE, Third Floor, Atlanta, GA 30319, herein referred to as "**Licensee**," (individually referred to as a "**Party**", and jointly referred to as the "**Parties**") recites and provides as follows:

**RECITALS**

1. On \_\_\_\_\_, the Town has granted Licensee a franchise for the use of Town-owned streets, avenues, parks, bridges, and other public places ("**the Franchise**"), under the terms of which the Licensee may apply for site licenses for specific sites on which to locate telecommunication equipment as more particularly described below in this License. Permission to use a specific site is granted under this License.
2. Town is the owner of an area of public right-of-way in Occoquan, Virginia as described in **Exhibit 1** attached hereto and incorporated herein by reference (the "**Site**"). The Town retains the right to use the Site except as provided in the Franchise and this License.
3. Licensee is a limited liability company duly organized and validly existing under the laws of Delaware and in good standing under the laws of the Commonwealth of Virginia, and is duly authorized to do business in the Town of Occoquan, Virginia; and has all requisite power and authority to accept, execute, deliver and perform this License and all agreements entered into or delivered in connection with or as contemplated hereby.
4. Licensee intends to co-locate on an existing pole or replace an existing pole as shown in Exhibit 1 (the "**Pole**") on the Site in conformity with the requirements of this License and all applicable laws, and to connect to the locally available electrical grid to serve the facilities on the Pole. Licensee intends to use space on the Pole to operate its telecommunications that it owns or is owned by other wireless communications providers in compliance with the terms of this License. Licensee does not intend to sublet or assign this License except as provided in the Franchise or this License.
5. The Parties now desire to set forth the terms pursuant to which Town shall license use of the Site to Licensee for the purposes just described.

NOW, THEREFORE, in reliance upon the Recitals set forth above, and for and in consideration of the mutual agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

**1. LICENSE OF SITE:**

a. Subject to and in accordance with the provisions of this License, Town hereby licenses to Licensee the Site, shown in Exhibit 1, Sheet Number SP-1 attached hereto, for the purposes of replacing the Pole and/or the installation, maintenance, replacement and removal of various attachments to the Pole, consisting of power cables, conduit, power distribution panel, radio head, GPS antennas, UE relay, omnidirectional antenna, and other associated equipment (“**Licensee Facilities**”), all as shown on Sheet Number EV-1 of Exhibit 1.

b. The Site shall be licensed to Licensee on a non-exclusive basis. Town and its invitees, permittees, franchisees, agents and contractors expressly reserve the right to have, and shall have, free and full use of the Site, provided that the exercise of such right will not adversely interfere with Licensee’s use of the Site. Licensee shall erect no signs on the Site except as shown on Exhibit 1. This License grants Licensee no right to use structures, facilities or equipment belonging to Town except as expressly stated herein.

c. Town and Licensee acknowledge that the exact location of the Site is, as of the date of the execution of this License, the Parties’ current intent with respect thereto, but the final location of the Site may be subject to modification (by written agreement of the Town Manager or designee and an authorized agent of Licensee) based upon Site conditions. Licensee and Town therefore each covenant and agree, subject to each Party’s approval as required in the immediately preceding sentence, to execute an **As-Built Location Addendum** hereto at such time as the final location of the Site is determined in the event that such location differs from that as set forth on Exhibit 1. **Licensee has inspected the Site and accepts the same “AS IS” and in its present condition without any representation or warranty of Town except any that may be expressly set forth in this License.**

d. Licensee acknowledges and agrees that it is solely responsible for performing all necessary due diligence regarding the Site, including confirming by way of a title report and examination that Town holds legal title to the Site and that no matters affecting title to the Site prohibit, impair or require third party consent to the licensing of the Site to Licensee, the construction of the improvements contemplated hereunder or any other matter relating or pertaining to this License (the “**Due Diligence Matters**”). In no event shall Town have any responsibility for or liability with respect to the Due Diligence Matters. Licensee agrees to strictly comply, at its sole cost and expense, with all recorded documents, instruments and agreements affecting title to the Site.

e. Prior to and as a condition of the approval of this License, Licensee shall pay Town a permit application fee of \$250.

## **2. MUTUAL ACCESS:**

a. Licensee SHALL HAVE nonexclusive access through adjoining and adjacent portions of the Site, as shown on Exhibit 1 for **Grantee's Work** (as defined in Section 8 of the Franchise).

b. Following reasonable prior notice to Licensee, the Town shall have access to the Licensee Facilities for any governmental purpose, including safety inspections, in accordance with the terms and conditions of this License and the Franchise.

## **3. USE OF SITE:**

Licensee shall use the Site solely for installation, upgrade, repair, maintenance, removal, and operation of the Licensee Facilities on the Pole. Town makes no representation or warranty whether such use is permitted by any laws or regulations applicable to the Site, and Licensee is solely responsible for determining whether such use is permitted, and for securing all necessary licenses, permits and approvals therefor.

## **4. TERM:**

a. This License shall terminate upon expiration or termination of the Franchise, and commences on the date of the final execution and delivery of this License, unless sooner terminated or extended under the provisions of this License. Notwithstanding the foregoing, if the Licensee Facilities are not installed within twelve (12) months after the date Licensee obtains all required governmental approvals and permits, this License may be terminated by Town after giving thirty (30) days written notice to Licensee, unless Licensee installs the Licensee Facilities on the Pole during the thirty-day notice period. In addition, Licensee or Town may terminate this License with sixty (60) days prior notice if (i) Licensee is unable to obtain or maintain in force all necessary governmental approvals or (ii) interference by or to Licensee's operation cannot, despite good faith efforts by Licensee and Town, be resolved. In addition, Licensee may terminate this License with sixty (60) days prior notice to Town if (i) a material change in government regulations makes it impractical, unlawful, impossible or uneconomic for Licensee to continue to operate the Licensee Facilities under this License, (ii) the Pole to which Licensee Facilities are attached or Licensee Facilities are destroyed or damaged or taken in whole or in part (by condemnation or otherwise) to such an extent, in Licensee's reasonable judgment, as to adversely affect Licensee's use of Licensee Facilities or (iii) if, after the execution of this License, Licensee is unable to operate the Licensee Facilities due to the action of the Federal Communications Commission (the "**FCC**") or by reason of any law, physical calamity, governmental prohibition or other reasons beyond Licensee's control, subject to Licensee's restoration obligations under Section 4b of this License. Licensee may terminate this License for convenience at any time by providing notice to Town.

b. At the end of the term of this License, whether by the passage of time or the exercise by any party of any right of termination, Licensee shall surrender the Site to Town in the condition specified in this Section 4b. Unless otherwise agreed to in writing by the Parties, within ninety (90) days after the end of the term of this License, Licensee shall remove the Licensee Facilities from the Site and restore any disturbance it has made to the Site through installation or removal of Licensee Facilities. If Licensee fails to do so, the Licensee Facilities shall be deemed abandoned

and Town may, but is not required to, remove the Licensee Facilities and dispose of them in any fashion it deems fit. Licensee shall reimburse Town for the cost of disposal and removal of the Licensee Facilities.

c. The Licensee Facilities shall during the term of this License be deemed the personal property of Licensee.

## **5. UTILITIES, TAXES, MAINTENANCE:**

a. Licensee shall be solely responsible for all costs and expenses relating to the connection, disconnection, consumption and use of any utilities and/or services in connection with Licensee Facilities including, without limitation, any electric consumption by its equipment, and Licensee agrees to pay all costs for service and installation of an electric meter directly to the local utility company.

b. Licensee shall be responsible for the declaration and payment of any applicable taxes or assessments against the Licensee Facilities or other equipment owned or used by Licensee or allocable (on a pro rata basis) to the Site, including but not limited to any sales and property taxes. During the term, Licensee shall be responsible for the timely payment of all taxes levied upon the improvements on the Site.

c. Licensee shall at all times during the term of this License, at its own expense, maintain the Licensee Facilities in proper operating condition and maintain same in reasonably good condition, and will repair any damage except that caused by Town, its agents or servants, provided that Licensee shall have no duty to repair if Licensee terminates the License due to damage pursuant to Section 4a(ii) above. Licensee agrees that it will inspect the Site no less frequently than once every year. Licensee shall not damage the Site.

d. Licensee shall maintain the Licensee Facilities at all times in compliance with Town's rules and regulations and all governmental rules, regulations and statutes including, without limitation, requirements of the FCC, the Federal Aviation Administration (the "**FAA**"), and other federal, state or local government authorities having jurisdiction over the Pole.

e. Licensee shall be solely responsible, at its sole cost and expense, for keeping the Licensee Facilities at all times in reasonably good order, condition and repair, and in compliance with all applicable laws, ordinances and rules. Licensee shall cause the Licensee Facilities to be regularly inspected and preventative maintenance to be performed in accordance with the standards of the industry, but in no event less frequently than once every three (3) years. In no event shall Town be required to maintain or repair the Licensee Facilities, or pay or reimburse Licensee for any costs associated therewith unless such repairs are required due to the negligent acts or willful misconduct of Town.

## **6. CONSTRUCTION BY LICENSEE:**

a. Licensee shall use good faith and commercially reasonable efforts to obtain all necessary permits and approvals, including, without limitation, those required by the FAA and the

FCC, for construction and operation of the Licensee Facilities. After obtaining the necessary permits and approvals therefor, Licensee, at its sole cost and expense, shall perform or cause to be performed all of the following work:

i. Subject to Town's approval as provided in Section 6d of this License, performing or causing to be performed all other improvements and work associated with the work described above that may lawfully be required by the Town of Occoquan or any other governmental body or official having jurisdiction, as part of or in connection with the work described above.

b. Licensee's agreement to perform or cause to be performed at its expense all of the work described in this License, all at Licensee's cost and expense, shall be construed broadly to provide for all costs and liabilities of such work, whether or not such costs are anticipated and without regard to Licensee's present estimates for the cost of same, so that all of such work is fully and properly performed and paid for by Licensee, and upon completion of same the Site, as altered by such work, is as fully functional and suitable for continued use by Town as it was prior to the start of Licensee's work. Accordingly, the term "**Work**" shall include, without limitation, all of the following work, and Licensee's promise to pay for such Work shall include, without limitation, all of the costs and liabilities associated with the following: Grantee's Work (as defined in Section 8 of the Franchise), all labor and materials; design work; legal and professional fees of Licensee's consultants; permit drawings and materials; construction costs; construction equipment and materials; utilities extension or relocation; provision of protective fencing and other safety measures; maintenance; removal of construction related debris from the Site; liability, property and workers' compensation insurance premiums; bond fees; development and construction permits; inspections and approvals; replacement or relocation of landscaping; re-paving or re-striping of any damaged or disturbed paved areas whether for traffic control, parking or otherwise; relocation, replacement or provision of new safety and traffic/directional signage; connection of new sidewalks, drives, parking areas and other facilities to Town's existing facilities; and the repair and restoration of any item, place or thing required as a result of any damage to the Site caused in the prosecution of the Work contemplated by this License.

c. Licensee shall cause construction of the Licensee Facilities to be commenced as soon as practicable after receipt of all necessary permits and approvals and to be completed within a reasonable time thereafter, not to exceed twelve (12) months from the date Licensee obtains all required governmental approvals, certificates and permits, excepting periods of delay caused by *force majeure*. Once its work on the Licensee Facilities is initiated, Licensee shall diligently and continuously prosecute such work to final completion (including obtaining all required inspections and approvals) in a timely manner in accordance with a schedule to be agreed upon in advance by Town and Licensee (the "**Initial Construction Schedule**"). Such schedule shall limit construction activities to such days and times as Town may require to avoid any material and adverse impacts on the use and operation of the Site. Licensee shall keep Town fully apprised of any events that might impact the Initial Construction Schedule.

d. The Licensee Facilities, and each component thereof constructed by Licensee, shall be constructed by Licensee in a good and workmanlike manner and in accordance with the plans, drawings and specifications prepared and provided by Licensee for Town's prior review and written approval, which approval shall not be unreasonably withheld, conditioned or delayed.



Construction and installation of the Licensee Facilities by Licensee shall be in compliance with all applicable rules and regulations including, without limitation, the customary specifications and requirements of Town and those of the Occupational Safety and Health Administration (“**OSHA**”), the FCC, the FAA, and regulations of any governmental agency (town, county, state or federal) including, but not limited to the applicable requirements of the local planning and zoning and building, electrical, communications and safety codes of the Town. Licensee shall use commercially reasonable efforts to cause all work and facilities to be installed free, and remain free, of mechanics’, materialmen’s and other liens, and claims of any person or entity. Licensee agrees to defend, with counsel approved by Town, and to indemnify and save Town harmless, from all loss, cost, damage or expense including, without limitation, reasonable attorneys’ fees, to the extent caused by the Work contemplated by this License, and shall bond off or discharge any such liens or other claims within thirty (30) days after written notice from Town.

e. Prior to commencing any activities on the Site pursuant to this License, Licensee shall provide Town with evidence reasonably satisfactory to Town that Licensee and/or its contractors and agents who will be working on the Site are covered by insurance as required by the Franchise.

f. Licensee shall restore all of Town’s facilities physically altered by Grantee’s Work to the reasonable satisfaction of the Town.

## **7. PERMITS AND SITE SPECIFICATIONS:**

It is understood and agreed by the Parties that Licensee’s ability to use the Site is contingent upon its obtaining after execution of this License, all of the certificates, permits and other approvals that may be required by federal, state or local authorities for Licensee’s use of the Site as set forth in this License. Licensee shall use all reasonable efforts promptly to obtain such certificates, permits and approvals, at Licensee’s sole expense. Town will cooperate reasonably with Licensee at Licensee’s sole cost and expense, in its effort to obtain such approvals, provided that Town shall be reimbursed for all reasonable expenses incurred in providing such cooperation within thirty (30) days of the Town’s issuing an invoice to Licensee demanding payment for such expenses, and provided further that obtaining Licensee’s permits, certificates and approvals shall not result in the imposition of any material restrictions or limitations or adverse impacts on the Site or Town’s use, operation improvement or redevelopment thereof. In the event any such applications should be finally rejected or any certificate, permit, license or approval issued to Licensee is canceled, expires or lapses, or is otherwise withdrawn or terminated by governmental authority, or soil boring tests are found to be unsatisfactory so that Licensee will be unable to use the Site for the purposes set forth herein, both Licensee and Town shall have the right to terminate this License by giving the other party thirty (30) days’ prior notification of termination within sixty (60) days after receiving notice of the event which is the basis of termination. Upon such termination, the Parties shall have no further obligations for charges and liabilities which accrue after the effective date of termination, including the payment of monies, to each other except as otherwise provided herein, but Licensee shall be liable to restore the Site in accordance with Section 4b.

## **8. INTERFERENCE:**

Licensee agrees to install equipment of a type and frequency which will not cause frequency interference with other forms of legally authorized radio frequency communications existing on Town's property or in the vicinity as of the date of this License or as may be in existence in the future (so long as reasonably prevalent). All such equipment shall fully comply with all FCC, FAA, OSHA and other governmental (whether federal, state, or county) rules and regulations. In the event Licensee's equipment causes such interference, Licensee agrees it will take all steps necessary, or shall cause all such steps to be made, to correct and eliminate the interference consistent with all government rules and regulations upon receipt of written notification of the interference, provided that the notifying party is operating on spectrum that it is legally authorized to use for such purpose. Licensee shall be obligated to correct the problem of interference within forty-eight (48) hours of receipt of written notice from Town. If the interference is not corrected within such forty-eight (48) hour period, Licensee shall power down or turn such equipment off (other than for short tests to determine the nature of the interference, provided that Town reasonably approves of such tests in advance). Thereafter, Licensee may attempt to correct such interference, which may include reactivating the equipment or restoring power thereto for short periods of testing, provided that Town reasonably approves of such reactivation or restoration in advance, for a period of one hundred and twenty (120) days. If such interference cannot be cured within such one hundred and twenty (120) day period, Licensee shall immediately remove the interfering equipment from the Pole. Notwithstanding the forgoing, and to the extent any Town approved test requires the facilitation or cooperation of Town, Town agrees, subject to the other provisions of this License, to act reasonably with such facilitation or cooperation.

## **9. EVENT OF DEFAULT:**

- a. Any of the following shall be an event of default by Licensee under this License:
  - i. If Licensee or its assigns shall fail or neglect to keep and perform any one of the terms of this License and such failure or neglect continues for more than thirty (30) days (or such longer period as may be reasonable, provided Licensee is attempting a cure with all due diligence, not to exceed one hundred twenty (120) days plus any period of where cure is prevented by *force majeure*) after Town gives written notice specifying the default; or
  - ii. If Licensee abandons the Site for a period of more than twelve (12) consecutive months.
- b. In the case of any event of default, Town shall have the right to terminate this License upon thirty (30) days' notice and shall have any additional rights and remedies that may be available at law or in equity.
- c. The following shall be an event of default by Town under this License: If Town or its assigns shall fail or neglect to keep and perform any one of the terms of this License and such failure or neglect continues for more than thirty (30) days (or such longer period as may be reasonable, provided Town is attempting a cure with all due diligence, not to exceed one hundred

twenty (120) days plus any period of where cure is prevented by *force majeure*) after Licensee gives written notice specifying the default. In the case of any event of default by Town, Licensee shall have the right to terminate this License upon thirty (30) days' notice and shall have any additional rights and remedies that may be available at law or in equity.

## 10. HAZARDOUS MATERIALS:

a. Licensee shall not cause or permit any hazardous or toxic wastes, substances or materials (collectively, "**Hazardous Materials**") to be used, generated, stored or disposed of on, under or about, or transported to or from, the Site (collectively "**Hazardous Materials Activities**"), except in compliance (which shall be at Licensee's sole cost and expense) with all applicable legal requirements and using all necessary and appropriate precautions. Licensee shall indemnify, defend with counsel acceptable to Town and hold Town harmless from and against any claims, damages, costs and liabilities, including court costs and legal fees, arising out of Licensee's Hazardous Materials Activities on, under or about the Site, regardless of whether or not Town has approved Licensee's Hazardous Materials Activities. For the purposes of this License, Hazardous Materials shall include but not be limited to oil, radioactive materials, PCBs, and substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601 *et seq.*; Hazardous Materials Transportation Act, 49 U.S.C. Sec. 5101 *et seq.*; and Resources Conservation and Recovery Act, 42 U.S.C. Sec. 6901 *et seq.*, and those substances defined as "hazardous wastes" in the regulations adopted and publications promulgated pursuant to said laws. If Licensee's activities violate or create a risk of violation of any legal requirements, Licensee shall cease such activities immediately upon receiving notice from Town. Town, Town's representatives and employees may enter the Site at any time during the term to inspect Licensee's compliance herewith, and may disclose any violation of legal requirements to any governmental agency with jurisdiction. The provisions of this Section 10 shall survive termination or expiration of the term of this License for a period of three years.

b. Town acknowledges that Licensee's equipment cabinets shall contain batteries for back-up power and that, provided Licensee's use of same is in compliance with this provision, the presence of such batteries does not violate this provision if such batteries comply with all laws, regulations and ordinances relating to Hazardous Materials.

c. Licensee will immediately notify Town and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of the Site or compliance with environmental laws. Licensee shall promptly cure and have dismissed with prejudice any of those actions and proceedings to the satisfaction of Town. Licensee will keep the Site free of any lien imposed pursuant to any environmental laws.

d. Town shall have the right at all reasonable times and from time to time to conduct environmental audits of the Site, and Licensee shall cooperate in the conduct of those audits. The audits may be conducted by Town or a consultant of Town's choosing, and if any Hazardous Materials generated, stored, transported or released by Licensee in violation of applicable laws are detected or if a violation of any of the representations or covenants in this Section 10 is discovered, the fees and expenses of such consultant will be borne by Licensee.

e. If Licensee fails to comply with any of the foregoing representations and covenants, Town may cause the removal (or other cleanup acceptable to Town) of any Hazardous Materials from the Site. The actual and reasonable costs of removing Hazardous Materials and any other cleanup (including transportation, disposal, and storage costs) shall be reimbursed by Licensee promptly after Town's demand. Licensee will give Town access to the Site to remove or otherwise clean up any Hazardous Materials. Town, however, has no affirmative obligation to remove or otherwise clean-up any Hazardous Materials, and this License will not be construed as creating any such obligation.

f. Notwithstanding the foregoing, Town represents and warrants that to the best of its knowledge and belief there are no Hazardous Materials on, in or under the Site. Town covenants not to bring onto the Site any Hazardous Materials.

**11. NO PARTNERSHIP:**

Nothing contained in this License shall be deemed or construed to create a partnership or joint venture of or between Town and Licensee, or to create any other relationship between the Parties hereto other than that of Town and Licensee.

**12. NOTICES:**

All notices, payments, demands and requests hereunder shall be in writing and shall be deemed to have been properly given three (3) days after the date when mailed by the United States Postal Service by First Class, Registered or Certified Mail, postage prepaid, or upon receipt when delivered by nationally recognized overnight courier, and addressed to the Town as follows:

TOWN: Town of Occoquan  
Attn: Town Manager  
Town Hall  
314 Mill Street  
P. O. Box 195  
Occoquan, Virginia 22125

with a copy, which will not constitute notice to:

Vanderpool, Frostick & Nishanian  
9200 Church Street, Ste 400  
Manassas, VA 20110  
Attn: Martin Crim, Town Attorney

and to Licensee as follows:

with a copy, which will not constitute notice to:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: \_\_\_\_\_,  
Cell Site Name: \_\_\_\_\_  
Fixed Asset No: \_\_\_\_\_  
1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor  
Atlanta, GA 30319

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department – Network  
Re: Cell Site #: \_\_\_\_\_,  
Cell Site Name: \_\_\_\_\_,  
Fixed Asset No: \_\_\_\_\_  
208 S. Akard Street  
Dallas, TX 75202-4206

or to such other addresses as either of the parties may designate from time to time by giving written notice as herein required.

**13. DAMAGE AND DESTRUCTION:**

If the Licensee Facilities cause damage to portions of the Site or other property of Town, Licensee will immediately notify Town after becoming aware of such damage. If Licensee Facilities fall across travel lanes or sidewalks, Licensee shall immediately clear such travel lanes or sidewalks of the Licensee Facilities at Licensee's expense. If Licensee fails to immediately clear travel lanes or sidewalks as set forth in this Section 13, Town may take such action as necessary to mitigate or remove hazards to the public, without notice to Licensee and without liability to Licensee for any incidental damage to Licensee's property, and bill the Licensee for Town's expenses in doing so. Licensee shall reimburse the Town within twenty (20) business days of receipt of an invoice showing Town's expenses as provided in this Section 13.

**14. CONDEMNATION:**

If all or any part of the Site is taken by eminent domain or sale in lieu thereof, and if said taking or sale renders the Site unusable for its intended purpose hereunder, then, at Town's or Licensee's option, this License may be terminated upon sixty (60) days prior written notice to the other party and there will be no further payment of access or additional fees except those which may have been due and payable at the time of said taking or sale. In connection with any taking subject to this Section, Licensee may prosecute its own claim, by separate proceedings against the condemning authority for damages legally due to it (such as the loss of fixtures which Licensee was entitled to remove and moving expenses) only so long as Licensee's award does not diminish or otherwise adversely affect Town's award.

**15. SALE OF SITE:**

Any sale by Town of all or part of the Site to a purchaser other than Licensee shall be under and subject to this License and Licensee's right hereunder. Town shall be released from its obligations under this License in the event of a sale and the assignee assumes Town's obligations hereunder (including the recognition of Licensee's rights hereunder).

**16. INTERPRETATION:**

The Franchise and this License plus the Exhibits hereto contain the entire agreement between the Parties relating to the use of the Site and may not be amended, altered or otherwise changed except as expressly provided for herein, or by a subsequent writing signed by the Parties to this License. The invalidation of any one of the terms or provisions of this License or of the Franchise by judgment or court order shall in no way affect any of the other terms of this License which shall remain in full force and effect. Time is of the essence with respect to each provision of this License. The headings contained in this License are to facilitate reference only, do not form a part of this License, and shall not in any way affect the construction or interpretation of this License. Terms such as "hereby," "herein," "hereof," "hereinafter," "hereunder," and "hereto" refer to this License as a whole and not to the particular sentence or paragraph where they appear,

unless the context otherwise requires. The term “may” is permissive; the terms “shall” and “will” are mandatory, not merely directive. All references to any gender shall be deemed to include all others, as the context may require. Terms used in the plural include the singular, and vice versa, unless the context otherwise requires. Nothing in this License is intended to interfere with any tariffs, contracts or other arrangements between the Licensee and a third party or between the Town and a third party, or to create any third-party beneficiary rights. To the extent either party is required hereunder to obtain the consent or approval of the other under this License, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

**17. BINDING EFFECT:**

This License shall bind and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

**18. HOLDING OVER:**

If Licensee remains in possession of the Site after the end of this License, Licensee will occupy the Site as a licensee from month to month, subject to all conditions, provisions, and obligations of this License in effect on the last day of the term. Such holding over shall not be deemed a renewal or extension of the License.

**19. NO WAIVER:**

No waiver of any condition or agreement in this License by either Town or Licensee will imply or constitute a further waiver by such Party of the same or any other condition or agreement. No act or thing done by Town during the term of this License will be deemed an acceptance of surrender of the Site, and no agreement to accept the surrender will be valid unless in writing signed by Town. No payment by Licensee, or receipt from Town, of a lesser amount than the charges stipulated in this License will be deemed to be anything other than a payment on account of the earliest stipulated charges. No endorsement or statement on any check or any letter accompanying any check or payment will be deemed an accord and satisfaction. Town will accept the check for payment without prejudice to Town’s right to recover the balance of the charges or to pursue any other remedy available to Town.

**20. AUTHORITY:**

Each of the persons executing this License on behalf of Licensee warrants to Town that Licensee is, and will remain, a duly organized and existing limited liability company under Delaware law, that Licensee is authorized to do business in the Commonwealth of Virginia, that Licensee has full right and authority to enter into this License, and that each and every person signing on behalf of Licensee is authorized to do so. Upon Town’s request, Licensee will provide evidence satisfactory to Town confirming these representations.

Town and the person executing and delivering this License on Town's behalf each represents and warrants to Licensee that such person is duly authorized to so act and has the power and authority to enter into this License; and that all action required to authorize Town and such person to enter into this License has been duly taken.

**21. LIMITED LIABILITY:**

In no event shall either Party be liable to the other for consequential or punitive damages, economic losses or losses derived from future expected revenues. The provisions of this Section 21 are not intended to limit Licensee's right to seek injunctive relief or specific performance.

**IN WITNESS WHEREOF**, the Parties hereto executed this License in two parts on the dates indicated.

TOWN:

**TOWN OF OCCOQUAN**

By: \_\_\_\_\_

Name: Earnest W. Porta, Jr.

Its: Mayor

Date: \_\_\_\_\_

LICENSEE:

New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 1**  
**Description of Site**

DRAFT



*New Cingular Wireless PCS, LLC 7-24-19*

SITE LICENSE

SITE: Cell Site #: 248453  
Cell Site Name: CRAN\_RWSH\_PWILL\_008B  
Fixed Asset #: 14858725

THIS SITE LICENSE (this "**License**"), made and entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between TOWN OF OCCOQUAN, a Municipal Corporation of the Commonwealth of Virginia, with an address of 314 Mill Street, Occoquan, Virginia 22125, herein referred to as "**Town**" and New Cingular Wireless PCS, LLC, a Delaware limited liability company, with an address of 1025 Lenox Park Boulevard NE, Third Floor, Atlanta, GA 30319, herein referred to as "**Licensee**," (individually referred to as a "**Party**", and jointly referred to as the "**Parties**") recites and provides as follows:

**RECITALS**

1. On \_\_\_\_\_, the Town has granted Licensee a franchise for the use of Town-owned streets, avenues, parks, bridges, and other public places ("**the Franchise**"), under the terms of which the Licensee may apply for site licenses for specific sites on which to locate telecommunication equipment as more particularly described below in this License. Permission to use a specific site is granted under this License.
2. Town is the owner of an area of public right-of-way in Occoquan, Virginia as described in **Exhibit 1** attached hereto and incorporated herein by reference (the "**Site**"). The Town retains the right to use the Site except as provided in the Franchise and this License.
3. Licensee is a limited liability company duly organized and validly existing under the laws of Delaware and in good standing under the laws of the Commonwealth of Virginia, and is duly authorized to do business in the Town of Occoquan, Virginia; and has all requisite power and authority to accept, execute, deliver and perform this License and all agreements entered into or delivered in connection with or as contemplated hereby.
4. Licensee intends to co-locate on an existing pole or replace an existing pole as shown in Exhibit 1 (the "**Pole**") on the Site in conformity with the requirements of this License and all applicable laws, and to connect to the locally available electrical grid to serve the facilities on the Pole. Licensee intends to use space on the Pole to operate its telecommunications that it owns or is owned by other wireless communications providers in compliance with the terms of this License. Licensee does not intend to sublet or assign this License except as provided in the Franchise or this License.
5. The Parties now desire to set forth the terms pursuant to which Town shall license use of the Site to Licensee for the purposes just described.

NOW, THEREFORE, in reliance upon the Recitals set forth above, and for and in consideration of the mutual agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

**1. LICENSE OF SITE:**

a. Subject to and in accordance with the provisions of this License, Town hereby licenses to Licensee the Site, shown in Exhibit 1, Sheet Number SP-1 attached hereto, for the purposes of replacing the Pole and/or the installation, maintenance, replacement and removal of various attachments to the Pole, consisting of power cables, conduit, power distribution panel, radio head, GPS antennas, UE relay, omnidirectional antenna, and other associated equipment (“**Licensee Facilities**”), all as shown on Sheet Number EV-1 of Exhibit 1.

b. The Site shall be licensed to Licensee on a non-exclusive basis. Town and its invitees, permittees, franchisees, agents and contractors expressly reserve the right to have, and shall have, free and full use of the Site, provided that the exercise of such right will not adversely interfere with Licensee’s use of the Site. Licensee shall erect no signs on the Site except as shown on Exhibit 1. This License grants Licensee no right to use structures, facilities or equipment belonging to Town except as expressly stated herein.

c. Town and Licensee acknowledge that the exact location of the Site is, as of the date of the execution of this License, the Parties’ current intent with respect thereto, but the final location of the Site may be subject to modification (by written agreement of the Town Manager or designee and an authorized agent of Licensee) based upon Site conditions. Licensee and Town therefore each covenant and agree, subject to each Party’s approval as required in the immediately preceding sentence, to execute an As-Built Location Addendum hereto at such time as the final location of the Site is determined in the event that such location differs from that as set forth on Exhibit 1. **Licensee has inspected the Site and accepts the same “AS IS” and in its present condition without any representation or warranty of Town except any that may be expressly set forth in this License.**

d. Licensee acknowledges and agrees that it is solely responsible for performing all necessary due diligence regarding the Site, including confirming by way of a title report and examination that Town holds legal title to the Site and that no matters affecting title to the Site prohibit, impair or require third party consent to the licensing of the Site to Licensee, the construction of the improvements contemplated hereunder or any other matter relating or pertaining to this License (the “**Due Diligence Matters**”). In no event shall Town have any responsibility for or liability with respect to the Due Diligence Matters. Licensee agrees to strictly comply, at its sole cost and expense, with all recorded documents, instruments and agreements affecting title to the Site.

e. Prior to and as a condition of the approval of this License, Licensee shall pay Town a permit application fee of \$250.

## **2. MUTUAL ACCESS:**

a. Licensee SHALL HAVE nonexclusive access through adjoining and adjacent portions of the Site, as shown on Exhibit 1 for **Grantee's Work** (as defined in Section 8 of the Franchise).

b. Following reasonable prior notice to Licensee, the Town shall have access to the Licensee Facilities for any governmental purpose, including safety inspections, in accordance with the terms and conditions of this License and the Franchise.

## **3. USE OF SITE:**

Licensee shall use the Site solely for installation, upgrade, repair, maintenance, removal, and operation of the Licensee Facilities on the Pole. Town makes no representation or warranty whether such use is permitted by any laws or regulations applicable to the Site, and Licensee is solely responsible for determining whether such use is permitted, and for securing all necessary licenses, permits and approvals therefor.

## **4. TERM:**

a. This License shall terminate upon expiration or termination of the Franchise, and commences on the date of the final execution and delivery of this License, unless sooner terminated or extended under the provisions of this License. Notwithstanding the foregoing, if the Licensee Facilities are not installed within twelve (12) months after the date Licensee obtains all required governmental approvals and permits, this License may be terminated by Town after giving thirty (30) days written notice to Licensee, unless Licensee installs the Licensee Facilities on the Pole during the thirty-day notice period. In addition, Licensee or Town may terminate this License with sixty (60) days prior notice if (i) Licensee is unable to obtain or maintain in force all necessary governmental approvals or (ii) interference by or to Licensee's operation cannot, despite good faith efforts by Licensee and Town, be resolved. In addition, Licensee may terminate this License with sixty (60) days prior notice to Town if (i) a material change in government regulations makes it impractical, unlawful, impossible or uneconomic for Licensee to continue to operate the Licensee Facilities under this License, (ii) the Pole to which Licensee Facilities are attached or Licensee Facilities are destroyed or damaged or taken in whole or in part (by condemnation or otherwise) to such an extent, in Licensee's reasonable judgment, as to adversely affect Licensee's use of Licensee Facilities or (iii) if, after the execution of this License, Licensee is unable to operate the Licensee Facilities due to the action of the Federal Communications Commission (the "**FCC**") or by reason of any law, physical calamity, governmental prohibition or other reasons beyond Licensee's control, subject to Licensee's restoration obligations under Section 4b of this License. Licensee may terminate this License for convenience at any time by providing notice to Town.

b. At the end of the term of this License, whether by the passage of time or the exercise by any party of any right of termination, Licensee shall surrender the Site to Town in the condition specified in this Section 4b. Unless otherwise agreed to in writing by the Parties, within ninety (90) days after the end of the term of this License, Licensee shall remove the Licensee Facilities from the Site and restore any disturbance it has made to the Site through installation or removal of Licensee Facilities. If Licensee fails to do so, the Licensee Facilities shall be deemed abandoned

and Town may, but is not required to, remove the Licensee Facilities and dispose of them in any fashion it deems fit. Licensee shall reimburse Town for the cost of disposal and removal of the Licensee Facilities.

c. The Licensee Facilities shall during the term of this License be deemed the personal property of Licensee.

## **5. UTILITIES, TAXES, MAINTENANCE:**

a. Licensee shall be solely responsible for all costs and expenses relating to the connection, disconnection, consumption and use of any utilities and/or services in connection with Licensee Facilities including, without limitation, any electric consumption by its equipment, and Licensee agrees to pay all costs for service and installation of an electric meter directly to the local utility company.

b. Licensee shall be responsible for the declaration and payment of any applicable taxes or assessments against the Licensee Facilities or other equipment owned or used by Licensee or allocable (on a pro rata basis) to the Site, including but not limited to any sales and property taxes. During the term, Licensee shall be responsible for the timely payment of all taxes levied upon the improvements on the Site.

c. Licensee shall at all times during the term of this License, at its own expense, maintain the Licensee Facilities in proper operating condition and maintain same in reasonably good condition, and will repair any damage except that caused by Town, its agents or servants, provided that Licensee shall have no duty to repair if Licensee terminates the License due to damage pursuant to Section 4a(ii) above. Licensee agrees that it will inspect the Site no less frequently than once every year. Licensee shall not damage the Site.

d. Licensee shall maintain the Licensee Facilities at all times in compliance with Town's rules and regulations and all governmental rules, regulations and statutes including, without limitation, requirements of the FCC, the Federal Aviation Administration (the "**FAA**"), and other federal, state or local government authorities having jurisdiction over the Pole.

e. Licensee shall be solely responsible, at its sole cost and expense, for keeping the Licensee Facilities at all times in reasonably good order, condition and repair, and in compliance with all applicable laws, ordinances and rules. Licensee shall cause the Licensee Facilities to be regularly inspected and preventative maintenance to be performed in accordance with the standards of the industry, but in no event less frequently than once every three (3) years. In no event shall Town be required to maintain or repair the Licensee Facilities, or pay or reimburse Licensee for any costs associated therewith unless such repairs are required due to the negligent acts or willful misconduct of Town.

## **6. CONSTRUCTION BY LICENSEE:**

a. Licensee shall use good faith and commercially reasonable efforts to obtain all necessary permits and approvals, including, without limitation, those required by the FAA and the

FCC, for construction and operation of the Licensee Facilities. After obtaining the necessary permits and approvals therefor, Licensee, at its sole cost and expense, shall perform or cause to be performed all of the following work:

i. Subject to Town's approval as provided in Section 6d of this License, performing or causing to be performed all other improvements and work associated with the work described above that may lawfully be required by the Town of Occoquan or any other governmental body or official having jurisdiction, as part of or in connection with the work described above.

b. Licensee's agreement to perform or cause to be performed at its expense all of the work described in this License, all at Licensee's cost and expense, shall be construed broadly to provide for all costs and liabilities of such work, whether or not such costs are anticipated and without regard to Licensee's present estimates for the cost of same, so that all of such work is fully and properly performed and paid for by Licensee, and upon completion of same the Site, as altered by such work, is as fully functional and suitable for continued use by Town as it was prior to the start of Licensee's work. Accordingly, the term "**Work**" shall include, without limitation, all of the following work, and Licensee's promise to pay for such Work shall include, without limitation, all of the costs and liabilities associated with the following: Grantee's Work (as defined in Section 8 of the Franchise), all labor and materials; design work; legal and professional fees of Licensee's consultants; permit drawings and materials; construction costs; construction equipment and materials; utilities extension or relocation; provision of protective fencing and other safety measures; maintenance; removal of construction related debris from the Site; liability, property and workers' compensation insurance premiums; bond fees; development and construction permits; inspections and approvals; replacement or relocation of landscaping; re-paving or re-striping of any damaged or disturbed paved areas whether for traffic control, parking or otherwise; relocation, replacement or provision of new safety and traffic/directional signage; connection of new sidewalks, drives, parking areas and other facilities to Town's existing facilities; and the repair and restoration of any item, place or thing required as a result of any damage to the Site caused in the prosecution of the Work contemplated by this License.

c. Licensee shall cause construction of the Licensee Facilities to be commenced as soon as practicable after receipt of all necessary permits and approvals and to be completed within a reasonable time thereafter, not to exceed twelve (12) months from the date Licensee obtains all required governmental approvals, certificates and permits, excepting periods of delay caused by *force majeure*. Once its work on the Licensee Facilities is initiated, Licensee shall diligently and continuously prosecute such work to final completion (including obtaining all required inspections and approvals) in a timely manner in accordance with a schedule to be agreed upon in advance by Town and Licensee (the "**Initial Construction Schedule**"). Such schedule shall limit construction activities to such days and times as Town may require to avoid any material and adverse impacts on the use and operation of the Site. Licensee shall keep Town fully apprised of any events that might impact the Initial Construction Schedule.

d. The Licensee Facilities, and each component thereof constructed by Licensee, shall be constructed by Licensee in a good and workmanlike manner and in accordance with the plans, drawings and specifications prepared and provided by Licensee for Town's prior review and written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

Construction and installation of the Licensee Facilities by Licensee shall be in compliance with all applicable rules and regulations including, without limitation, the customary specifications and requirements of Town and those of the Occupational Safety and Health Administration (“**OSHA**”), the FCC, the FAA, and regulations of any governmental agency (town, county, state or federal) including, but not limited to the applicable requirements of the local planning and zoning and building, electrical, communications and safety codes of the Town. Licensee shall use commercially reasonable efforts to cause all work and facilities to be installed free, and remain free, of mechanics’, materialmen’s and other liens, and claims of any person or entity. Licensee agrees to defend, with counsel approved by Town, and to indemnify and save Town harmless, from all loss, cost, damage or expense including, without limitation, reasonable attorneys’ fees, to the extent caused by the Work contemplated by this License, and shall bond off or discharge any such liens or other claims within thirty (30) days after written notice from Town.

e. Prior to commencing any activities on the Site pursuant to this License, Licensee shall provide Town with evidence reasonably satisfactory to Town that Licensee and/or its contractors and agents who will be working on the Site are covered by insurance as required by the Franchise.

f. Licensee shall restore all of Town’s facilities physically altered by Grantee’s Work to the reasonable satisfaction of the Town.

## **7. PERMITS AND SITE SPECIFICATIONS:**

It is understood and agreed by the Parties that Licensee’s ability to use the Site is contingent upon its obtaining after execution of this License, all of the certificates, permits and other approvals that may be required by federal, state or local authorities for Licensee’s use of the Site as set forth in this License. Licensee shall use all reasonable efforts promptly to obtain such certificates, permits and approvals, at Licensee’s sole expense. Town will cooperate reasonably with Licensee at Licensee’s sole cost and expense, in its effort to obtain such approvals, provided that Town shall be reimbursed for all reasonable expenses incurred in providing such cooperation within thirty (30) days of the Town’s issuing an invoice to Licensee demanding payment for such expenses, and provided further that obtaining Licensee’s permits, certificates and approvals shall not result in the imposition of any material restrictions or limitations or adverse impacts on the Site or Town’s use, operation improvement or redevelopment thereof. In the event any such applications should be finally rejected or any certificate, permit, license or approval issued to Licensee is canceled, expires or lapses, or is otherwise withdrawn or terminated by governmental authority, or soil boring tests are found to be unsatisfactory so that Licensee will be unable to use the Site for the purposes set forth herein, both Licensee and Town shall have the right to terminate this License by giving the other party thirty (30) days’ prior notification of termination within sixty (60) days after receiving notice of the event which is the basis of termination. Upon such termination, the Parties shall have no further obligations for charges and liabilities which accrue after the effective date of termination, including the payment of monies, to each other except as otherwise provided herein, but Licensee shall be liable to restore the Site in accordance with Section 4b.

## **8. INTERFERENCE:**

Licensee agrees to install equipment of a type and frequency which will not cause frequency interference with other forms of legally authorized radio frequency communications existing on Town's property or in the vicinity as of the date of this License or as may be in existence in the future (so long as reasonably prevalent). All such equipment shall fully comply with all FCC, FAA, OSHA and other governmental (whether federal, state, or county) rules and regulations. In the event Licensee's equipment causes such interference, Licensee agrees it will take all steps necessary, or shall cause all such steps to be made, to correct and eliminate the interference consistent with all government rules and regulations upon receipt of written notification of the interference, provided that the notifying party is operating on spectrum that it is legally authorized to use for such purpose. Licensee shall be obligated to correct the problem of interference within forty-eight (48) hours of receipt of written notice from Town. If the interference is not corrected within such forty-eight (48) hour period, Licensee shall power down or turn such equipment off (other than for short tests to determine the nature of the interference, provided that Town reasonably approves of such tests in advance). Thereafter, Licensee may attempt to correct such interference, which may include reactivating the equipment or restoring power thereto for short periods of testing, provided that Town reasonably approves of such reactivation or restoration in advance, for a period of one hundred and twenty (120) days. If such interference cannot be cured within such one hundred and twenty (120) day period, Licensee shall immediately remove the interfering equipment from the Pole. Notwithstanding the forgoing, and to the extent any Town approved test requires the facilitation or cooperation of Town, Town agrees, subject to the other provisions of this License, to act reasonably with such facilitation or cooperation.

## **9. EVENT OF DEFAULT:**

a. Any of the following shall be an event of default by Licensee under this License:

i. If Licensee or its assigns shall fail or neglect to keep and perform any one of the terms of this License and such failure or neglect continues for more than thirty (30) days (or such longer period as may be reasonable, provided Licensee is attempting a cure with all due diligence, not to exceed one hundred twenty (120) days plus any period of where cure is prevented by *force majeure*) after Town gives written notice specifying the default; or

ii. If Licensee abandons the Site for a period of more than twelve (12) consecutive months.

b. In the case of any event of default, Town shall have the right to terminate this License upon thirty (30) days' notice and shall have any additional rights and remedies that may be available at law or in equity.

c. The following shall be an event of default by Town under this License: If Town or its assigns shall fail or neglect to keep and perform any one of the terms of this License and such failure or neglect continues for more than thirty (30) days (or such longer period as may be reasonable, provided Town is attempting a cure with all due diligence, not to exceed one hundred

twenty (120) days plus any period of where cure is prevented by *force majeure*) after Licensee gives written notice specifying the default. In the case of any event of default by Town, Licensee shall have the right to terminate this License upon thirty (30) days' notice and shall have any additional rights and remedies that may be available at law or in equity.

## 10. HAZARDOUS MATERIALS:

a. Licensee shall not cause or permit any hazardous or toxic wastes, substances or materials (collectively, "**Hazardous Materials**") to be used, generated, stored or disposed of on, under or about, or transported to or from, the Site (collectively "**Hazardous Materials Activities**"), except in compliance (which shall be at Licensee's sole cost and expense) with all applicable legal requirements and using all necessary and appropriate precautions. Licensee shall indemnify, defend with counsel acceptable to Town and hold Town harmless from and against any claims, damages, costs and liabilities, including court costs and legal fees, arising out of Licensee's Hazardous Materials Activities on, under or about the Site, regardless of whether or not Town has approved Licensee's Hazardous Materials Activities. For the purposes of this License, Hazardous Materials shall include but not be limited to oil, radioactive materials, PCBs, and substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601 *et seq.*; Hazardous Materials Transportation Act, 49 U.S.C. Sec. 5101 *et seq.*; and Resources Conservation and Recovery Act, 42 U.S.C. Sec. 6901 *et seq.*, and those substances defined as "hazardous wastes" in the regulations adopted and publications promulgated pursuant to said laws. If Licensee's activities violate or create a risk of violation of any legal requirements, Licensee shall cease such activities immediately upon receiving notice from Town. Town, Town's representatives and employees may enter the Site at any time during the term to inspect Licensee's compliance herewith, and may disclose any violation of legal requirements to any governmental agency with jurisdiction. The provisions of this Section 10 shall survive termination or expiration of the term of this License for a period of three years.

b. Town acknowledges that Licensee's equipment cabinets shall contain batteries for back-up power and that, provided Licensee's use of same is in compliance with this provision, the presence of such batteries does not violate this provision if such batteries comply with all laws, regulations and ordinances relating to Hazardous Materials.

c. Licensee will immediately notify Town and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of the Site or compliance with environmental laws. Licensee shall promptly cure and have dismissed with prejudice any of those actions and proceedings to the satisfaction of Town. Licensee will keep the Site free of any lien imposed pursuant to any environmental laws.

d. Town shall have the right at all reasonable times and from time to time to conduct environmental audits of the Site, and Licensee shall cooperate in the conduct of those audits. The audits may be conducted by Town or a consultant of Town's choosing, and if any Hazardous Materials generated, stored, transported or released by Licensee in violation of applicable laws are detected or if a violation of any of the representations or covenants in this Section 10 is discovered, the fees and expenses of such consultant will be borne by Licensee.



e. If Licensee fails to comply with any of the foregoing representations and covenants, Town may cause the removal (or other cleanup acceptable to Town) of any Hazardous Materials from the Site. The actual and reasonable costs of removing Hazardous Materials and any other cleanup (including transportation, disposal, and storage costs) shall be reimbursed by Licensee promptly after Town's demand. Licensee will give Town access to the Site to remove or otherwise clean up any Hazardous Materials. Town, however, has no affirmative obligation to remove or otherwise clean-up any Hazardous Materials, and this License will not be construed as creating any such obligation.

f. Notwithstanding the foregoing, Town represents and warrants that to the best of its knowledge and belief there are no Hazardous Materials on, in or under the Site. Town covenants not to bring onto the Site any Hazardous Materials.

**11. NO PARTNERSHIP:**

Nothing contained in this License shall be deemed or construed to create a partnership or joint venture of or between Town and Licensee, or to create any other relationship between the Parties hereto other than that of Town and Licensee.

**12. NOTICES:**

All notices, payments, demands and requests hereunder shall be in writing and shall be deemed to have been properly given three (3) days after the date when mailed by the United States Postal Service by First Class, Registered or Certified Mail, postage prepaid, or upon receipt when delivered by nationally recognized overnight courier, and addressed to the Town as follows:

TOWN: Town of Occoquan  
Attn: Town Manager  
Town Hall  
314 Mill Street  
P. O. Box 195  
Occoquan, Virginia 22125

with a copy, which will not constitute notice to:  
Vanderpool, Frostick & Nishanian  
9200 Church Street, Ste 400  
Manassas, VA 20110  
Attn: Martin Crim, Town Attorney

and to Licensee as follows:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: 248453,  
Cell Site Name:  
CRAN\_RWSH\_PWILL\_008B  
Fixed Asset No: 14858725  
1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor  
Atlanta, GA 30319

with a copy, which will not constitute notice to:

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department – Network  
Re: Cell Site #: 248453,  
Cell Site Name:  
CRAN\_RWSH\_PWILL\_008B  
Fixed Asset No: 14858725  
208 S. Akard Street  
Dallas, TX 75202-4206

or to such other addresses as either of the parties may designate from time to time by giving written notice as herein required.

**13. DAMAGE AND DESTRUCTION:**

If the Licensee Facilities cause damage to portions of the Site or other property of Town, Licensee will immediately notify Town after becoming aware of such damage. If Licensee Facilities fall across travel lanes or sidewalks, Licensee shall immediately clear such travel lanes or sidewalks of the Licensee Facilities at Licensee's expense. If Licensee fails to immediately clear travel lanes or sidewalks as set forth in this Section 13, Town may take such action as necessary to mitigate or remove hazards to the public, without notice to Licensee and without liability to Licensee for any incidental damage to Licensee's property, and bill the Licensee for Town's expenses in doing so. Licensee shall reimburse the Town within twenty (20) business days of receipt of an invoice showing Town's expenses as provided in this Section 13.

**14. CONDEMNATION:**

If all or any part of the Site is taken by eminent domain or sale in lieu thereof, and if said taking or sale renders the Site unusable for its intended purpose hereunder, then, at Town's or Licensee's option, this License may be terminated upon sixty (60) days prior written notice to the other party and there will be no further payment of access or additional fees except those which may have been due and payable at the time of said taking or sale. In connection with any taking subject to this Section, Licensee may prosecute its own claim, by separate proceedings against the condemning authority for damages legally due to it (such as the loss of fixtures which Licensee was entitled to remove and moving expenses) only so long as Licensee's award does not diminish or otherwise adversely affect Town's award.

**15. SALE OF SITE:**

Any sale by Town of all or part of the Site to a purchaser other than Licensee shall be under and subject to this License and Licensee's right hereunder. Town shall be released from its obligations under this License in the event of a sale and the assignee assumes Town's obligations hereunder (including the recognition of Licensee's rights hereunder).

**16. INTERPRETATION:**

The Franchise and this License plus the Exhibits hereto contain the entire agreement between the Parties relating to the use of the Site and may not be amended, altered or otherwise changed except as expressly provided for herein, or by a subsequent writing signed by the Parties to this License. The invalidation of any one of the terms or provisions of this License or of the Franchise by judgment or court order shall in no way affect any of the other terms of this License which shall remain in full force and effect. Time is of the essence with respect to each provision of this License. The headings contained in this License are to facilitate reference only, do not form a part of this License, and shall not in any way affect the construction or interpretation of this

License. Terms such as “hereby,” “herein,” “hereof,” “hereinafter,” “hereunder,” and “hereto” refer to this License as a whole and not to the particular sentence or paragraph where they appear, unless the context otherwise requires. The term “may” is permissive; the terms “shall” and “will” are mandatory, not merely directive. All references to any gender shall be deemed to include all others, as the context may require. Terms used in the plural include the singular, and vice versa, unless the context otherwise requires. Nothing in this License is intended to interfere with any tariffs, contracts or other arrangements between the Licensee and a third party or between the Town and a third party, or to create any third-party beneficiary rights. To the extent either party is required hereunder to obtain the consent or approval of the other under this License, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

**17. BINDING EFFECT:**

This License shall bind and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

**18. HOLDING OVER:**

If Licensee remains in possession of the Site after the end of this License, Licensee will occupy the Site as a licensee from month to month, subject to all conditions, provisions, and obligations of this License in effect on the last day of the term. Such holding over shall not be deemed a renewal or extension of the License.

**19. NO WAIVER:**

No waiver of any condition or agreement in this License by either Town or Licensee will imply or constitute a further waiver by such Party of the same or any other condition or agreement. No act or thing done by Town during the term of this License will be deemed an acceptance of surrender of the Site, and no agreement to accept the surrender will be valid unless in writing signed by Town. No payment by Licensee, or receipt from Town, of a lesser amount than the charges stipulated in this License will be deemed to be anything other than a payment on account of the earliest stipulated charges. No endorsement or statement on any check or any letter accompanying any check or payment will be deemed an accord and satisfaction. Town will accept the check for payment without prejudice to Town’s right to recover the balance of the charges or to pursue any other remedy available to Town.

**20. AUTHORITY:**

Each of the persons executing this License on behalf of Licensee warrants to Town that Licensee is, and will remain, a duly organized and existing limited liability company under Delaware law, that Licensee is authorized to do business in the Commonwealth of Virginia, that Licensee has full right and authority to enter into this License, and that each and every person signing on behalf of Licensee is authorized to do so. Upon Town’s request, Licensee will provide evidence satisfactory to Town confirming these representations.

Town and the person executing and delivering this License on Town's behalf each represents and warrants to Licensee that such person is duly authorized to so act and has the power and authority to enter into this License; and that all action required to authorize Town and such person to enter into this License has been duly taken.

**21. LIMITED LIABILITY:**

In no event shall either Party be liable to the other for consequential or punitive damages, economic losses or losses derived from future expected revenues. The provisions of this Section 21 are not intended to limit Licensee's right to seek injunctive relief or specific performance.

**IN WITNESS WHEREOF**, the Parties hereto executed this License in two parts on the dates indicated.

TOWN:

**TOWN OF OCCOQUAN**

By: \_\_\_\_\_

Name: Earnest W. Porta, Jr.

Its: Mayor

Date: \_\_\_\_\_

LICENSEE:

New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 1**  
**Description of Site**



**SMALL CELL PROJECT**  
**CANDIDATE NAME: CRAN\_RWSH\_PWILL\_088B**  
**FA #: 14858725**  
**POLE ID #: C0508-SL79**  
 NEAR 201 MILL STREET, OCCOQUAN, VIRGINIA 22125  
 TOWN OF OCCOQUAN

**NOTE TO GENERAL CONTRACTOR:**  
 NO WORK IS TO BE PERFORMED ON THIS SITE WITHOUT REVIEW OF THE APPROVED STRUCTURAL ANALYSIS. IF ANY DISCREPANCIES ARE FOUND THE GENERAL CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING.

| APPROVALS          |       |
|--------------------|-------|
| AT&T CONSTRUCTION: | _____ |
| AT&T COMPLIANCE:   | _____ |
| AT&T RF:           | _____ |
| AT&T REAL ESTATE:  | _____ |

APPLICANT

ENGINEER

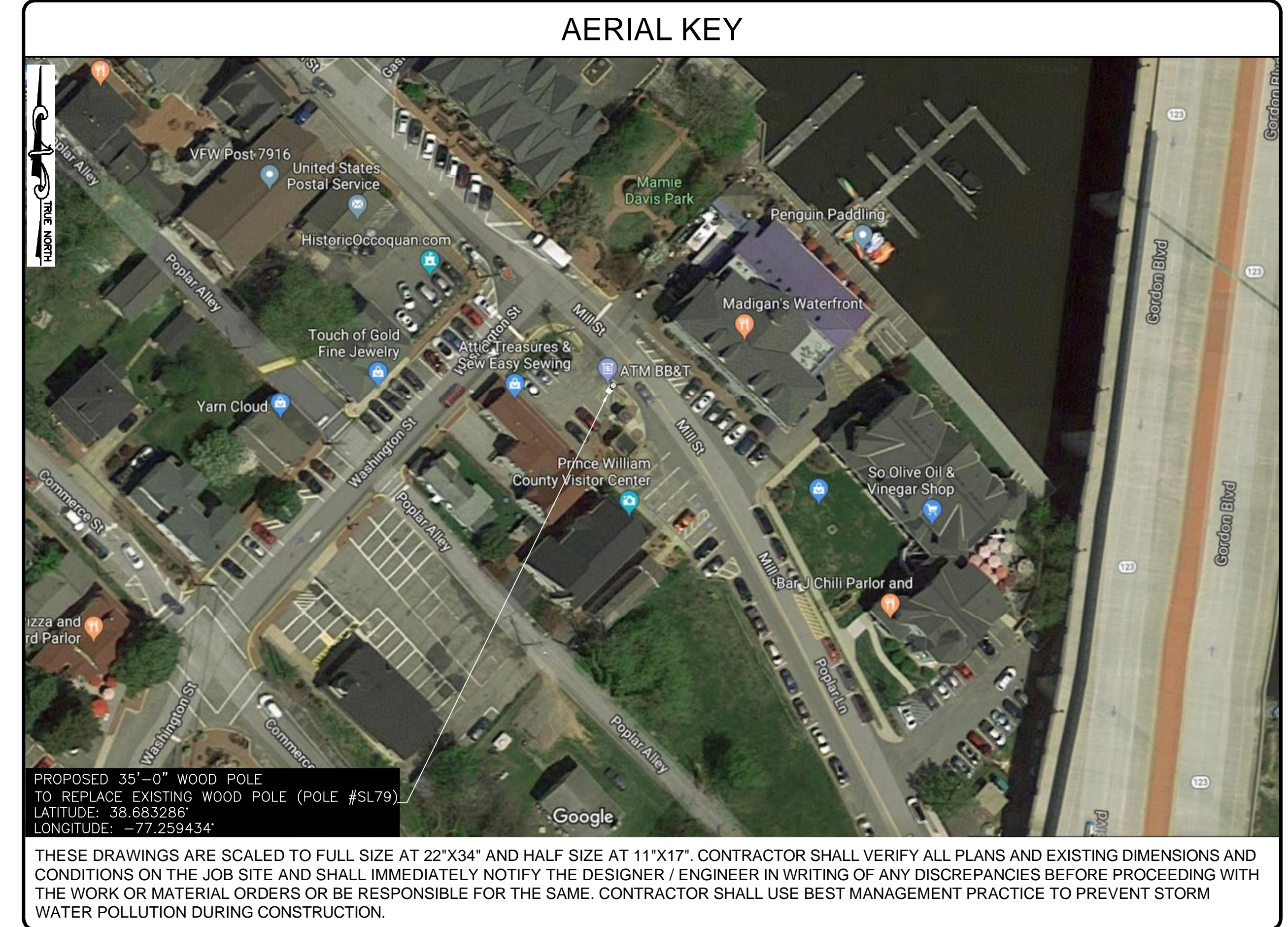
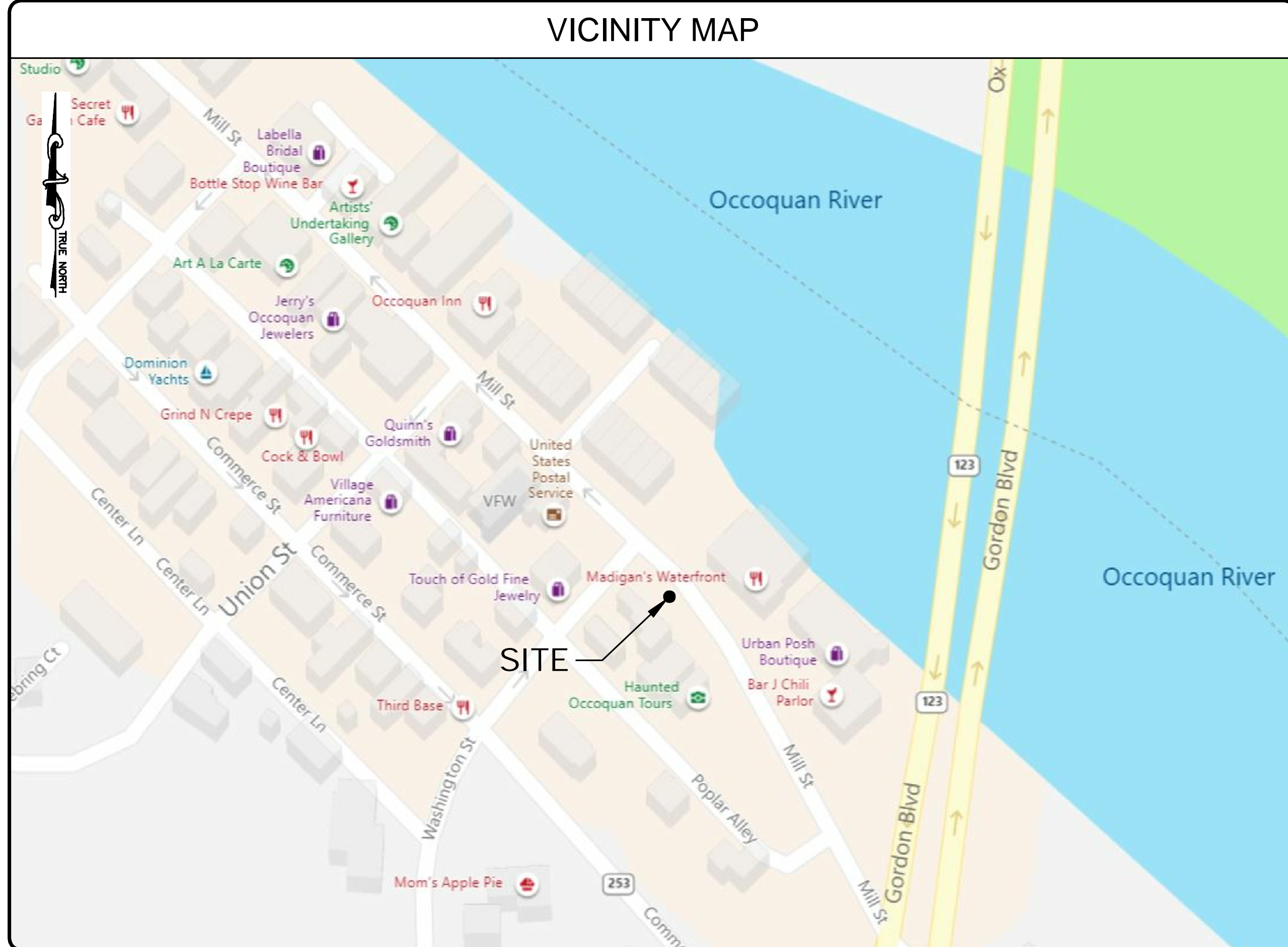
**TOTALLY COMMITTED.**

NB+C ENGINEERING SERVICES, LLC.  
 6095 MARSHALEE DRIVE, SUITE 300  
 ELK RIDGE, MD 21075  
 (410) 712-7082

SITE INFORMATION

NODE NAME:  
 CRAN\_RWSH\_PWILL\_088B  
 FA#: 14858725  
 HUB FA #: 14695498

NEAR 201 MILL STREET  
 OCCOQUAN, VA 22129  
 TOWN OF OCCOQUAN



DESIGN RECORD

| REV | DATE     | DESCRIPTION | BY  |
|-----|----------|-------------|-----|
| 0   | 04/29/19 | FINAL CDs   | DPB |

PROFESSIONAL STAMP

PROJECT INFORMATION

|   |  |
|---|--|
| SCOPE OF WORK:                            | INSTALLATION OF A WIRELESS COMMUNICATIONS ANTENNA AND ASSOCIATED SUPPORT EQUIPMENT ON A REPLACEMENT WOOD POLE. |
| SITE ADDRESS:                             | NEAR 201 MILL STREET<br>OCCOQUAN, VIRGINIA 22125   |
| LATITUDE (NAD 83):<br>LONGITUDE (NAD 83): | 38.683286°<br>-77.259434°  |
| JURISDICTION:                             | TOWN OF OCCOQUAN   |
| CONSTRUCTION TYPE:<br>USE GROUP:          | IIB<br>U   |
| TELCO PROVIDER:                           | TBD  |
| POWER PROVIDER:                           | DOMINION<br>1-757-857-2112   |
| GROUND ELEVATION:                         | 11.0' AMSL   |
| HUB FA #:                                 | 14695498   |
| DESIGN CONFIGURATION:                     | MICRO  |

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES.

|   |  |
|---|--|
| • 2015 INTERNATIONAL BUILDING CODE          | • ANSI/TIA-222-G                                       |
| • 2014 NATIONAL ELECTRICAL CODE             | • TIA 607  |
| • 2015 NFPA 101, LIFE SAFETY CODE           | • INSTITUTE FOR ELECTRICAL & ELECTRONICS ENGINEER 81   |
| • 2015 IFC                                  | • IEEE C2 NATIONAL ELECTRIC SAFETY CODE LATEST EDITION |
| • AMERICAN CONCRETE INSTITUTE               | • TELECORDIA GR-1275                                   |
| • AMERICAN INSTITUTE OF STEEL CONSTRUCTION  | • ANSI/T 311   |
| • MANUAL OF STEEL CONSTRUCTION 13TH EDITION |  |

DRAWING INDEX

|       |                                     |
|-------|-------------------------------------|
| T-1   | TITLE SHEET                         |
| GN-1  | GENERAL NOTES                       |
| C-1   | SITE PLAN                           |
| C-2   | EXISTING ELEVATIONS                 |
| C-3   | PROPOSED ELEVATIONS                 |
| D-1   | ANTENNA DETAILS                     |
| D-2   | PLUMBING DIAGRAM & ANTENNA SCHEDULE |
| D-3   | EQUIPMENT DETAILS                   |
| TCP-1 | TRAFFIC CONTROL PLAN                |
| E-1   | ELECTRICAL RISER & DETAILS          |
| G-1   | GROUNDING DETAILS                   |

ENGINEER

TRENT TRAVIS SNARR, P.E.  
 VIRGINIA PROFESSIONAL ENGINEER  
 LICENSE #049978

SHEET TITLE

TITLE SHEET

SHEET NUMBER

T-1

**GENERAL NOTES:**

- THE CONTRACTOR SHALL GIVE ALL NOTICE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY, MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES BEARING ON THE PERFORMANCE OF THE WORK. THE WORK PERFORMED ON THE PROJECT AND THE MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES.
- THE ARCHITECT/ENGINEER HAS MADE EVERY EFFORT TO SET FORTH IN THE CONSTRUCTION AND CONTRACT DOCUMENTS THE COMPLETE SCOPE OF WORK. THE CONTRACTOR BIDDING THE JOB IS NEVERTHELESS CAUTIONED THAT MINOR OMISSIONS OR ERRORS IN THE DRAWINGS AND SPECIFICATIONS SHALL NOT EXCUSE SAID CONTRACTOR FROM COMPLETING THE PROJECT AND IMPROVEMENTS IN ACCORDANCE WITH THE INTENT OF THESE DOCUMENTS.
- THE CONTRACTOR OR BIDDER SHALL BEAR THE RESPONSIBILITY OF NOTIFYING (IN WRITING) THE AT&T CONSTRUCTION MANAGER OF ANY CONFLICTS, ERRORS, OR OMISSIONS PRIOR TO THE SUBMISSION OF CONTRACTOR'S PROPOSAL OR PERFORMANCE OF WORK. IN THE EVENT OF DISCREPANCIES THE CONTRACTOR SHALL PRICE THE MORE COSTLY OR EXTENSIVE WORK, UNLESS DIRECTED IN WRITING OTHERWISE.
- THE SCOPE OF WORK SHALL INCLUDE FURNISHING ALL MATERIALS, EQUIPMENT, LABOR AND ALL OTHER MATERIALS AND LABOR DEEMED NECESSARY TO COMPLETE THE WORK/PROJECT AS DESCRIBED HEREIN, EXCEPT FOR FIBER OPTIC CABLE AND OTHER MATERIALS IDENTIFIED BY AT&T.
- THE CONTRACTOR SHALL VISIT THE JOB SITE PRIOR TO THE SUBMISSION OF BIDS OR PERFORMING WORK TO FAMILIARIZE HIMSELF WITH THE FIELD CONDITIONS AND TO VERIFY THAT THE PROJECT CAN BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- THE CONTRACTOR SHALL OBTAIN AUTHORIZATION TO PROCEED WITH CONSTRUCTION PRIOR TO STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED BY THE CONSTRUCTION DRAWING/CONTRACT DOCUMENTS.
- THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS ACCORDING TO THE MANUFACTURER'S/VENDOR'S SPECIFICATION UNLESS NOTED OTHERWISE OR WHERE LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.
- THE CONTRACTOR SHALL PROVIDE A FULL SET OF CONSTRUCTION DOCUMENTS AT THE SITE, UPDATED WITH THE LATEST REVISIONS AND ADDENDUMS OR CLARIFICATIONS AVAILABLE FOR THE USE BY ALL PERSONNEL INVOLVED WITH THE PROJECT.
- THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED HEREIN. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING, AND KEEPING A COPY ON SITE, ALL PERMITS AND INSPECTIONS WHICH MAY BE REQUIRED FOR THE ARCHITECT/ENGINEER, THE STATE, COUNTY OR LOCAL GOVERNMENT AUTHORITY.
- THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, EASEMENTS, PAVING, CURBING, ETC. DURING CONSTRUCTION. UPON COMPLETION OF WORK, THE CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY HAVE OCCURRED DUE TO CONSTRUCTION ON OR ABOUT THE PROPERTY TO ORIGINAL OR BETTER CONDITION.
- THE CONTRACTOR SHALL KEEP THE GENERAL WORK AREA CLEAN AND HAZARD FREE DURING CONSTRUCTION AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. PREMISES SHALL BE LEFT IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE.
- THE CONTRACTOR SHALL COMPLY WITH ALL OSHA REQUIREMENTS AS THEY APPLY TO THIS PROJECT.
- THE CONTRACTOR SHALL NOTIFY THE AT&T CONSTRUCTION MANAGER WHERE A CONFLICT OCCURS ON ANY OF THE CONTRACT DOCUMENTS. THE CONTRACTOR IS NOT TO ORDER MATERIAL OR CONSTRUCT ANY PORTION OF THE WORK THAT IS IN CONFLICT UNTIL IS RESOLVED BY THE AT&T CONSTRUCTION MANAGER.
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, PROPERTY LINES, ETC. ON THE PROJECT.
- OWNER/CONTRACTOR SHALL CONTACT ONE CALL MINIMUM 72 HOURS PRIOR TO THE START OF CONSTRUCTION FOR LOCATION OF EXISTING UNDERGROUND UTILITIES.
- SUBMITTAL OF BID INDICATES THAT THE CONTRACTOR IS COGNIZANT OF ALL JOB SITE CONDITIONS AND WORK TO BE PERFORMED UNDER THIS CONTRACT.
- THESE PLANS ARE DIAGRAMMATIC ONLY, FOLLOW AS CLOSELY AS POSSIBLE.
- CONTRACTOR SHALL COORDINATE ALL WORK BETWEEN TRADES AND ALL OTHER SCHEDULING AND PROVISIONARY CIRCUMSTANCES SURROUNDING THE PROJECT.
- CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, INSURANCE, EQUIPMENT, INSTALLATION CONSTRUCTION TOOLS, TRANSPORTATION, ETC., FOR COMPLETE AND FUNCTIONALLY OPERATING SYSTEMS ENERGIZED AND READY FOR USE THROUGHOUT AS INDICATED ON DRAWINGS, AS SPECIFIED HEREIN AND/OR AS OTHERWISE REQUIRED.
- CLEAN PREMISES OF ALL DEBRIS RESULTING FROM WORK AND LEAVE WORK IN A COMPLETE AND UNDAMAGED CONDITION. LEGALLY DISPOSE OF ALL REMOVED, UNUSED AND EXCESS MATERIAL GENERATED BY THE WORK OF THIS CONTRACT. DELIVER ITEMS INDICATED ON THE DRAWINGS TO THE OWNER IN GOOD CONDITION. OBTAIN SIGNED RECEIPT UPON DELIVERY.
- AFTER COMPLETION OF CONSTRUCTION, RED LINED AS-BUILT PLANS SHALL BE PROVIDED TO AT&T CONSTRUCTION MANAGER.

**GROUNDING GUIDELINES:**

- GROUNDING SHALL COMPLY WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE.
- ALL GROUNDING DEVICES SHALL BE U.L. APPROVED OR LISTED FOR THEIR INTENDED USE.
- ALL WIRES SHALL BE AWG THHN/THWN COPPER UNLESS NOTED OTHERWISE.
- GROUNDING CONNECTIONS TO GROUND RODS, GROUND RING WIRE, TOWER BASE AND FENCE POSTS SHALL BE EXOTHERMIC ("CADWELDS") UNLESS NOTED OTHERWISE. CLEAN SURFACES TO SHINY METAL. WHERE GROUND WIRES ARE CADWELDED TO GALVANIZED SURFACES, SPRAY CADWELD WITH GALVANIZING PAINT.
- GROUNDING CONNECTIONS TO GROUND BARS ARE TO BE TWO-HOLE BRASS MECHANICAL CONNECTORS WITH STAINLESS STEEL HARDWARE (INCLUDING SCREW SET) CLEAN GROUND BARS TO SHINY METAL. AFTER MECHANICAL CONNECTION, TREAT WITH PROTECTIVE ANTIOXIDANT COATING.
- ROUTE GROUNDING CONDUCTORS THE SHORTEST AND STRAIGHTEST PATH POSSIBLE. BEND GROUNDING LEADS WITH A MINIMUM 12" RADIUS.
- INSTALL #2 AWG GREEN-INSULATED STRANDED WIRE FOR ABOVE GRADE GROUNDING AND #2 TINNED SOLID COPPER WIRE FOR BELOW GRADE GROUNDING UNLESS OTHERWISE NOTED.
- REFER TO GROUNDING PLAN FOR GROUND BAR LOCATIONS. GROUNDING CONNECTIONS SHALL BE EXOTHERMIC TYPE ("CADWELDS") TO ANTENNA MOUNTS AND GROUND RING. REMAINING GROUNDING CONNECTIONS SHALL BE COMPRESSION FITTINGS. CONNECTIONS TO GROUND BARS SHALL BE MADE WITH TWO-HOLE LUGS.
- THE GROUND ELECTRODE SYSTEM SHALL CONSIST OF DRIVEN GROUND RODS POSITION ACCORDING TO GROUNDING PLAN. THE GROUND RODS SHALL BE 5/8"x10'-0" COPPER CLAD STEEL INTERCONNECTED WITH #2AWG BARE TINNED SOLID COPPER WIRE BURIED 36" BELOW GRADE. BURY GROUND RODS A MAXIMUM OF 15' APART, AND A MINIMUM OF 6' APART.

- IF ROCK IS ENCOUNTERED GROUND RODS SHALL BE PLACED AT AN OBLIQUE ANGLE NOT TO EXCEED 45°.
- EXOTHERMIC WELDS SHALL BE MADE IN ACCORDANCE WITH ERICO PRODUCTS BULLETIN A-AT OR EQUAL.
- CONSTRUCTION OF GROUND RING AND CONNECTIONS TO EXISTING GROUND RING SYSTEM SHALL BE DOCUMENTED WITH PHOTOGRAPHS PRIOR TO BACKFILLING SITE. PROVIDE PHOTOS TO THE AT&T CONSTRUCTION MANAGER.
- ALL GROUND LEADS EXCEPT THOSE TO THE EQUIPMENT ARE TO BE #2 TINNED SOLID COPPER WIRE. ALL EXTERIOR GROUND BARS TINNED COPPER.
- PRIOR TO INSTALLING LUGS ON GROUND WIRES, APPLY THOMAS & BETTS KOPR-SHIELD (TM OF JET LUBE INC.). PRIOR TO BOLTING GROUND WIRE LUGS TO GROUND BARS, APPLY KOPR-SHIELD OR EQUAL.
- ENGAGE AN INDEPENDENT ELECTRICAL TESTING FIRM TO TEST AND VERIFY THAT IMPEDANCE DOES NOT EXCEED FIVE OHMS TO GROUND BY MEANS OF "FALL OF POTENTIAL TEST". TEST SHALL BE WITNESSED BY A AT&T REPRESENTATIVE, AND RECORDED ON THE "GROUND RESISTANCE TEST" FORM.
- WHERE BARE COPPER GROUND WIRES ARE ROUTED FROM ANY CONNECTION ABOVE GRADE TO GROUND RING, INSTALL WIRE IN 3/4" PVC SLEEVE, FROM 1' BELOW GRADE AND SEAL TOP WITH SILICONE MATERIAL.
- PREPARE ALL BONDING SURFACES FOR GROUNDING CONNECTIONS BY REMOVING ALL PAINT AND CORROSION DOWN TO SHINY METAL. FOLLOWING CONNECTION, APPLY APPROPRIATE ANTI-OXIDIZATION PAINT.

**GROUNDING GUIDELINES:**

ALL EQUIPMENT THAT IS INSTALLED AND MAY CAUSE ANY KIND OF ELECTRICAL CHARGE OR BUILD UP MUST HAVE PROPER AND ADEQUATE GROUNDING IN PLACE TO PREVENT FROM EQUIPMENT DAMAGE AND SHOCK HAZARDS.

**RRH'S**

MUST BE GROUND TO A MAIN BUSS BAR OR HOME RUN GROUND FROM THE GROUND PIN OR STUD THAT IS ON THE CHASSIS. IF ANY EQUIPMENT HAS A GROUND POINT ON IT, IT SHOULD BE GROUND. THE GROUNDING CABLE SIZE SHOULD FOLLOW LOCAL GUIDELINES ON EQUIPMENT GROUNDING. NORMALLY THE STANDARD IS IN RATE. THE LATEST GROUNDING CABLE USED ON RIGS. THE LUG NEEDS TO FIT THE PROPER CABLE SIZE, AS WELL AS THE HOLE SIZE FOR THE STUD. IF IT'S A SINGLE STUD IT SHOULD BE A ONE HOLE LUG, IF IT HAS A PLACE FOR TWO HOLE LUG THEN THAT SHOULD BE USED. (I.E. COMMSCOPE ION M HAS A SINGLE STUD GROUND, TE PRISM HAS A GROUND FOR A 2 HOLE LUG.) DO NOT CUT THE LUGS TO FIT. THEY MAKE LUGS IN ALL SHAPES AND SIZES. ORDER THE CORRECT ONE AND ATTACH IT PROPERLY.

**SURGE ARRESTORS**

IF IT HAS A PLACE FOR A GROUND - GROUND IT.

**MAST PIPES**

ALL MAST PIPES SHOULD BE GROUND WITH BEAR METAL ON THE PLACE THE GROUND IS ATTACHED AND THEN COLD GALVANIZATION OVER THE BARE METAL TO PREVENT RUST. THE GROUND CAN BE ATTACHED MECHANICALLY OR AN EXOTHERMIC WELD (CAD WELD) MAY BE USED. IF THE MAST PIPE IS THE TALLEST POINT ON A BUILDING IT SHOULD ALSO HAVE A LIGHTNING ROD ATTACHED TO IT AS WELL.

**DIPLEXERS/DUPLEXERS/SPLITTERS/PASSIVE COMPONENTS**

IF IT HAS A PLACE FOR A GROUND TO BE INSTALLED - INSTALL IT.

ANY STRUCTURE OR FRAME SHOULD HAVE #2 GROUND WIRE, I.E. MAST PIPES, OUTDOOR ENCLOSURES, SHROUDS, BUSS BAR HOME RUN TO EARTH GROUND. ALL EQUIPMENT HAS #6 TO BUSS BARS.

ALL BUSS BARS NEED TO HAVE A LINK TO AN EARTH GROUND SYSTEM AND MUST BE ISOLATED IF MOUNTED ON ANYTHING THAT MAY RETAIN AN ELECTRIC CHARGE. NO EXCEPTIONS. ALL EQUIPMENT SHOULD RUN TO BUSS BARS. LUGS ON BUSS BARS SHOULD HAVE FRONT AND BACK FLAT WASHERS SANDWICHING THE LUG(S) TO THE BAR AND NOT OVERLAPPING CAUSING IT TO HOLD OR PIN DOWN OTHER LUGS ON THE BAR. THERE SHOULD ALWAYS BE A LOCK WASHER CLOSEST TO THE NUT ON THE BOLT FOR A LUG. NEVER IS IT OK TO STACK LUGS ON TOP OF EACH OTHER. IF THERE IS NOT ENOUGH SPACE, GET A BIGGER BUSS BAR. THEY SHOULD ALL HAVE A DIRECT CONTACT TO A BUSS BAR WITH NO-OX COATED BETWEEN THE LUG AND THE BUSS BAR. ALL GROUNDING SHOULD HAVE HEAT SHRINK OVER THE LUG (UNLESS IT'S NON-JACKETED WIRE). ALL LUGS NEED TO BE CRIMPED ON SECURELY WITH THE PROPER DYE AND TOOL (NOT CHANNEL LOCK CRIMPED). THERE SHOULD BE NO MORE THAN 1/16 INCH BARE CABLE SHOWING (SHINER) BETWEEN THE JACKET AND THE LUG. INSIDE LUGS SHOULD HAVE CLEAR HEAT SHRINK TO INSPECT THE CRIMPS AND SHINERS. INSIDE LUGS SHOULD HAVE INSPECTION WINDOWS TO SHOW THE GROUND WIRE IS INSERTED INTO THE LUG ALL THE WAY AND IS PROPERLY INSTALLED. OUTDOOR LUGS MAY HAVE BLACK OR GREEN HEAT SHRINK.

**WEATHER SEAL GUIDELINES:**

**BUTYL**

- PRE WRAP ALL CONNECTIONS WITH BLACK ELECTRICAL TAPE TO COVER ALL METAL SHOWING TO PREVENT DAMAGE TO CONNECTOR WHEN WEATHER SEAL IS TO BE REMOVED. 3/4 INCH OR 2 INCH TAPE CAN BE USED FOR THIS PROCESS.
- WRAP CONNECTIONS WITH BUTYL WEATHER SEALANT WITH TWO LAYERS TO FORM A CONE LIKE SHAPE, OVER LAPPING THE LAYERS BY AT LEAST 50%. MOLD SEALANT TO PROPER SHAPE. THIS STEP IS CRUCIAL OR THE BUTYL WILL LEAK OVER TIME.
- WRAP SEALANT WITH 2 LAYERS OF 2 INCH TAP. (YOU CAN CUT INTO STRIPS IN TIGHT AREAS). FIRST WRAP SHOULD BE PULLED SMOOTH TO MAKE FINAL WRAPS CLEAN AND CRISP. 2ND WRAP SHOULD BE PULLED TIGHTER THAN FIRST TO HOLD SEALANT INTO PROPER (CONE LIKE) SHAPE. OVER LAPPING TAPE SHOULD COVER AT LEAST 50% OF EACH LAYER OF TAPE PRIOR.
- UPON COMPLETION OF 2 LAYERS OF 2 INCH TAPE FINALIZE WITH AT LEAST 3 LAYERS OF 3/4 INCH TAPE. EACH WRAP OF TAPE SHOULD BE PULLED TIGHTER THAN WRAP BEFORE TO SQUEEZE SEALANT INTO A MOLD AND WILL PREVENT ANY SEALANT FROM LEAKING OUT THE SIDES OVER TIME. EACH LAYER SHOULD COVER PRIOR LAYERS AT LEAST 50%.
- OVERLAP THE TAPE 50% OF THE PREVIOUS LAYER.
- ALWAYS FINISH THE LAST WRAP OF TAPE GOING UP TO CREATE A SHINGLING OF THE TAPE SO IN THE WEATHER ANYTHING THAT RUNS DOWN THE CABLE WILL NOT LEAK INTO THE SEALANT. CUT THE END OF THE TAPE AND LAY IT ONTO THE FINISH. DO NOT STRETCH THE END OF THE TAPE. THIS WILL CAUSE THE TAPE TO PULL OFF OVER TIME AND CREATE A FLAGGING AFFECT.

**FUSION TAPE**

- CHECK TO MAKE SURE ALL CONNECTORS ARE TORQUED TO PROPER SPECIFICATIONS BEFORE YOU BEGIN.
- NOTE: THIS STEP DOES NOT NEED A CURTISY WRAP BECAUSE THE TAPE DOES NOT ACTUALLY ADHERE TO THE CONNECTOR ITSELF BUT BINDS TO ITSELF. ALSO KNOWN AS SELF-AMALGAMATING TAPE.
- WRAP CONNECTIONS FUSION TAPE SEALANT WITH TWO LAYERS TO FORM A CONE LIKE SHAPE. FUSION TAPE MUST OVER LAP AT LEAST 50% TO FORM A PROPER SEAL. COVER ALL OF THE BARE METAL SHOWING (AT LEAST 1-1/2 INCH PAST END OF CONNECTOR.)
- IF THIS TAPE IS NOT PULLED TIGHT WHILE WRAPPING YOU WILL NOT CREATE A PROPER SEAL, IT MUST BE STRETCHED TO CREATE BOND TO ITSELF.
- WRAP AT LEAST 2 LAYERS OF 3/4 INCH TAPE. EACH LAYER SHOULD COVER AT LEAST 50% OF PREVIOUS TAPE WRAP.
- ALWAYS FINISH THE LAST WRAP OF TAPE GOING UP TO CREATE A SHINGLING OF THE TAPE SO IN THE WEATHER ANYTHING THAT RUNS DOWN THE CABLE WILL NOT LEAK INTO THE SEALANT. CUT THE END OF THE TAPE AND LAY IT ONTO THE FINISH. DO NOT STRETCH THE END OF THE TAPE. THIS WILL CAUSE THE TAPE TO PULL OFF OVER TIME AND CREATE A FLAGGING AFFECT.

**HEAT SHRINK**

- PRE WRAP ALL CONNECTIONS WITH BLACK ELECTRICAL TAPE TO COVER ALL METAL SHOWING TO PREVENT DAMAGE TO CONNECTOR WHEN WEATHER SEAL IS TO BE REMOVED. 3/4 INCH OR 2 INCH TAPE CAN BE USED FOR THIS PROCESS.
- USE ONLY OUTDOOR RATED HEAT SHRINK THAT HAS THE SELF-ADHESIVE WHEN HEATED PROPERLY. THIS IS WHAT WILL CREATE THE SEAL TO THE CONNECTOR.
- MAKE SURE HEAT SHRINK COVERS ALL OF THE COUPLERS AND CONNECTIONS. HEAT THE HEAT SHRINK TO SHRINK TIGHTLY TO THE CONNECTIONS AND CABLE. MAKE SURE THE HEAT SHRINK IS SEALED TOP AND BOTTOM OF THE CONNECTIONS. ALSO CHECK TO MAKE SURE HEAT SHRINK WAS NOT OVER HEATED AND THERE ARE NO BREAKS IN SEAL THROUGH-OUT THE SHRINK TUBING.

**ANDREWS CLAM SHELL**

- PROPERLY TORQUE CONNECTOR TO SPECIFICATION.
- APPLY ONE LAYER OF 3/4 INCH BLACK TAPE AROUND ENTIRE CONNECTOR ENDING AT LEAST 1-1/2 INCHES PAST TOP AND BOTTOM OF CONNECTOR TO PREVENT ANY MOISTURE FROM STICKING TO THE CONNECTOR.
- INSPECT THE DEVICE TO MAKE SURE IT IS NOT CHIPPED, CRACKED OR ANY SIGNS OF NEGLECT THAT WILL TAKE AWAY FROM MAKING A FULL SEAL AROUND THE CONNECTOR.
- USE ONLY CORRECT SIZE PER CABLE AND CONNECTOR TYPE - I.E: 1/2 INCH FOR 1/2 INCH NOT 7/8TH FOR 1/2 INCH.
- FOLLOW DIRECTIONS THAT COME WITH PRODUCT - MOST CLAM SHELL TYPE SEALANT DEVICES WRAP AROUND OR CLAMP AROUND A CONNECTION POINT.
- BE CAREFUL WHEN SETTING LOCKING DEVICE INTO PLACE ON CLAM SHELL STYLE SEALANTS (THEY ARE PLASTIC AND TEND TO BREAK OR CRACK IN EXTREME WEATHER CONDITIONS WHEN LOCKING DEVICE CLOSED TO CREATE THE SEAL.) IF THE LOCKING MECHANISM CRACKS OR BREAKS, REPLACE IT. DO NOT TAPE THE CLAMP CLOSED OR TRY TO RE-ENGINEER IT.
- ONCE THE CLAMP IS ON AND LOCKED AROUND THE CONNECTOR THE PROCESS IS COMPLETE.

**PPC BOOT**

- PLACE BOOT OVER CABLE BEFORE CONNECTOR IS ATTACHED TO CABLE. THIS IS ONLY RATED FOR PPC TYPE CONNECTORS (NOTE: IF THIS STEP IS SKIPPED OR NOT COMPLETED BEFORE MAKING A CONNECTOR THE SUBCONNECTOR WILL NOT BE ABLE TO USE THE BOOT STYLE DEVICE TO SEAL THE CONNECTOR. IT IS NOT RECOMMENDED TO WASTE A CONNECTOR AND CUT IT OFF AND START AT STEP NO. 1 AGAIN. SINCE PPC CONNECTORS ARE NOT REUSABLE AND CAN GET QUITE EXPENSIVE. DO NOT TRY TO STRETCH THE BOOT TO SLIDE IT OVER THE CONNECTION.)
- PLACE THE BOOT OVER THE CABLE, AND THEN MAKE THE CONNECTOR.
- TORQUE THE CONNECTION TO PROPER SPECIFICATIONS.
- SLIDE BOOT UP TO COVER THE ENTIRE CONNECTOR, FOLLOWING THE PPC GUIDELINES.
- THIS PROCESS IS COMPLETE AT THIS TIME.



**DOMINION SPECIFICATIONS**

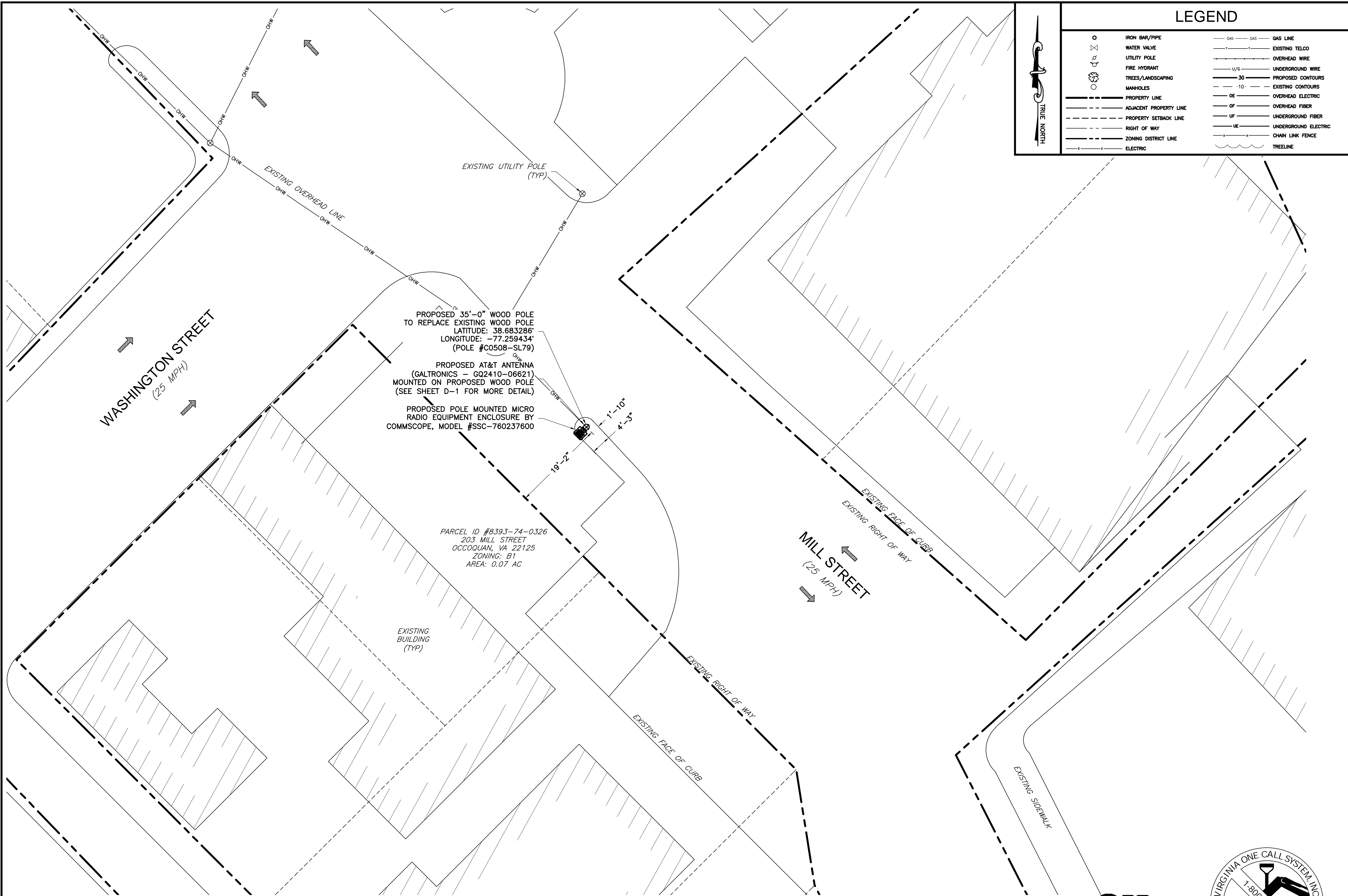
- A 9"x11" RF NOTICE SIGN MUST BE INSTALLED ON BOTH SIDES OF THE POLE A MINIMUM OF ONE FOOT ABOVE THE UPPERMOST ELECTRIC SUPPLY FACILITIES. THIS SIGN MARKS THE POINT WHERE RF EXPOSURE LEVELS MAY EXCEED FCC OET - APPENDIX A LIMITS FOR UNCONTROLLED GENERAL POPULATION EXPOSURE. WORKING ABOVE THIS POINT REQUIRES DE-ENERGIZING THE ANTENNA. THIS SIGN MUST INCLUDE THE STANDARD RF SYMBOL AND STATE "NON RF WORKERS MUST POWER DOWN DEVICE WHEN WORKING ABOVE THIS POINT." THE SIGN SHALL BE 60 MIL LEXAN WITH U.V. INHIBITORS AND SIGNS SHALL ADHERE TO IEEE C95.2 STANDARDS.
- A POWER DISCONNECT MUST BE INSTALLED. THIS DEVICE MUST PROVIDE DISCONNECTING MEANS FOR DE-ENERGIZING AC AND DC (BATTERY BACK UP) POWER TO THE ANTENNA. THE DISCONNECT SHALL BE A STANDARD NEMA TYPE HINGED ENCLOSURE AND IS SUBJECT TO COMPANY APPROVAL. THE DISCONNECT SHALL BE CLEARLY LABELED AS THE ANTENNA POWER DISCONNECT.
- AN ADDITIONAL RF LABEL ON THE EQUIPMENT MUST INCLUDE COMMUNICATION COMPANY NAME, AND A 24-HR CONTACT PHONE NUMBER. THE LABEL SHALL ADHERE TO IEEE C95.2 STANDARDS.
- THE ANTENNA SHALL BE MOUNTED THE GREATER VALUE OF NESC MINIMUM CLEARANCE OR THE MINIMUM CLEARANCE REQUIRED TO MEET OET UNCONTROLLED EXPOSURE GUIDELINES AT A POINT 1' ABOVE THE ELECTRIC FACILITIES. THE ANTENNA INCLUDING ATTACHING HARDWARE SHALL BE MOUNTED A MINIMUM OF 45" ABOVE PRIMARY INSTALLATIONS AND 40" ABOVE SECONDARY INSTALLATIONS. (NESC TABLE 238-1)
- ONLY ONE (1) ANTENNA ALLOWED PER POLE.
- ANTENNA EQUIPMENT IS PERMISSIBLE ON WOOD POLES ONLY.
- ONLY NON METALLIC ELECTRIC GRADE CONDUIT OR RISERS CAN BE USED FOR ROUTING THE COMMUNICATION CABLES THROUGH THE SUPPLY SPACE. THE CONDUIT INSTALLATION SHALL NOT OBSTRUCT THE CLIMBING SPACE OR WORKING SPACE ON THE POLE AND SHALL NOT OBSTRUCT SUPPLY EQUIPMENT. (NESC 239B, AND NESC 239H4)
- THE INSTALLATION MUST MEET ALL NESC REQUIREMENTS.
- A DOMINION DISTRIBUTION REPRESENTATIVE MUST APPROVE ALL ANTENNA ATTACHMENT POLES. ANTENNAS ARE NOT ALLOWED ON POLES FREQUENTLY VISITED BY OPERATIONS PERSONNEL. THESE INCLUDE EQUIPMENT POLES SUCH AS RECLUSURES, THREE PHASE TRANSFORMER BANKS, THREE PHASE TERMINALS, CAPACITORS, SWITCHES, ETC.
- INSTALLERS WORKING IN THE AREA OF THE POLE ABOVE THE NORMAL COMMUNICATIONS SPACE MUST MEET OSHA 1910.269 REQUIREMENTS.
- AN ANTENNA GROUND WIRE AND GROUNDING ELECTRODE IS REQUIRED. THIS GROUND SHALL BE BONDED TO THE COMPANY GROUND WIRE.
- AT&T TO LEAVE MINIMUM 3' LEADS COILED AND SECURED TO PREVENT ACCIDENTAL CONTACT WITH SECONDARY CONDUCTORS.
- SERVICE WILL BE CONNECTED BY AT&T IN COMPLIANCE WITH FILED RATE PLAN.
- LINE ARRESTER INSTALLATIONS ARE REQUIRED ON POLES WITH PRIMARY CONDUCTORS.
- AT&T'S GROUND MAY NOT BE USED TO SATISFY NEC REQUIREMENTS FOR THE EQUIPMENT BRACKET AC SERVICE GROUND. THE EQUIPMENT AND ITS AC SERVICE GROUND ARE REQUIRED TO BE BONDED TO THE COMPANY GROUND CONDUCTOR ON THE POLE AT LEAST 6" ABOVE THE GROUND LEVEL USING A NO. 6 CU CONDUCTOR. CONNECTION TO THE COMPANY'S GROUND ROD OR CONNECTOR IS NOT APPROVED.
- BONDS SHALL BE MADE BETWEEN THE GROUND WIRE AND THE EQUIPMENT CABINET (NOT NEUTRAL BUS) OF THE POWER SUPPLY/SWITCH. SHALL BE EXTERNAL AND VISIBLE FROM THE GROUND. WHEN A COMPANY DRIVEN GROUND EXISTS ON THE POLE, THE EQUIPMENT CASEBONDING WIRE NEED EXTEND ONLY FROM THE SWITCH TO THE COMPANY GROUND WIRE.
- THE METER BASE, EQUIPMENT BRACKET, AND DISCONNECT SHOULD BE MOUNTED PROVIDING EIGHT FEET MINIMUM GROUND CLEARANCE. THEY MAY BE MOUNTED AT OPERATIONAL HEIGHT THAT:
  - THE EQUIPMENT BRACKET DOES NOT OBSTRUCT A WALKWAY OR IS SUBJECT TO VEHICULAR TRAFFIC.
  - THE EQUIPMENT BRACKET CAN NOT BE USED ALONE OR IN CONJUNCTION WITH A FENCE, PEDESTAL, ETC. AS A CLIMBING AID.

- FOR SAFETY PURPOSES DEVICES WITH LEAD ACID BATTERIES SHALL NOT BE USED.
- DUE TO OPERATIONAL CONCERNS, SECONDARY POLES OR GUY STUB POLES ARE PREFERRED FOR ANTENNA ATTACHMENTS. PRIMARY POLES SHOULD ONLY BE CONSIDERED WHEN THERE IS NO OTHER SUITABLE POLE IN THE AREA.
- THE WEATHERHEAD WILL BE INSTALLED 4" ABOVE THE NEUTRAL.

**ELECTRICAL NOTES**

- SUBMITTAL OF BID INDICATES THAT THE CONTRACTOR IS COGNIZANT OF ALL JOB SITE CONDITIONS AND WORK TO BE PERFORMED UNDER THIS CONTRACT.
- CONTRACTOR SHALL PERFORM ALL VERIFICATIONS, OBSERVATION TESTS, AND EXAMINATION WORK PRIOR TO ORDERING OF ANY EQUIPMENT AND THE ACTUAL CONSTRUCTION. CONTRACTOR SHALL ISSUE A WRITTEN NOTICE OF ALL FINDINGS TO THE PROJECT MANAGER LISTING ALL MALFUNCTIONS, FAULTY EQUIPMENT AND DISCREPANCIES.
- VERIFY HEIGHTS WITH PROJECT MANAGER PRIOR TO INSTALLATION.
- THESE PLANS ARE DIAGRAMMATIC ONLY, FOLLOW AS CLOSELY AS POSSIBLE.
- CONTRACTOR SHALL COORDINATE ALL WORK BETWEEN TRADES AND ALL OTHER SCHEDULING AND PROVISIONARY CIRCUMSTANCES SURROUNDING THE PROJECT.
- CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, INSURANCE, EQUIPMENT, INSTALLATION CONSTRUCTION TOOLS, TRANSPORTATION, ETC., FOR COMPLETE AND FUNCTIONALLY OPERATING SYSTEMS ENERGIZED AND READY FOR USE THROUGHOUT AS INDICATED ON DRAWINGS, AS SPECIFIED HEREIN AND/OR AS OTHERWISE REQUIRED.
- ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND IN PERFECT CONDITION WHEN INSTALLED AND SHALL BE OF THE BEST GRADE AND OF THE SAME MANUFACTURER THROUGHOUT FOR EACH CLASS OR GROUP OF EQUIPMENT. ELECTRICAL MATERIALS SHALL BE LISTED AND APPROVED BY UNDERWRITER'S LABORATORIES AND SHALL BEAR THE INSPECTION LABEL "U" WHERE SUBJECT TO SUCH APPROVAL. MATERIALS SHALL MEET WITH APPROVAL OF ALL GOVERNING BODIES HAVING JURISDICTION OVER THE CONSTRUCTION. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH ALL CURRENT APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA AND NBFU. ALL MATERIALS AND EQUIPMENT SHALL BE APPROVED FOR THEIR INTENDED USE AND LOCATION.
- ALL WORK SHALL COMPLY WITH ALL APPLICABLE GOVERNING STATE, COUNTY AND CITY CODES AND OSHA, NFPA, NEC & ASHRAE REQUIREMENTS.
- ENTIRE JOB SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF JOB ACCEPTANCE. ALL WORK, MATERIAL AND EQUIPMENT FOUND TO BE FAULTY DURING THAT PERIOD SHALL BE CORRECTED AT ONCE, UPON WRITTEN NOTIFICATION, AT THE EXPENSE OF THE CONTRACTOR.
- PROPERLY SEAL ALL PENETRATIONS. PROVIDE UL LISTED FIRE-STOPS WHERE PENETRATIONS ARE MADE THROUGH FIRE-RATED ASSEMBLIES. WATER-TIGHT USING SILICONE SEALANT.
- LOCATE ALL PENETRATIONS SUCH THAT ALL REINFORCEMENT CONTAINED WITHIN THE EXISTING BUILDING CONSTRUCTION REMAINS INTACT AND UNDISTURBED. SUBMIT LOCATING METHOD TO THE PROJECT MANAGER FOR APPROVAL PRIOR TO EXECUTION.
- DELIVER ALL BROCHURES, OPERATING MANUALS, CATALOGS AND SHOP DRAWINGS TO THE PROJECT MANAGER AT JOB COMPLETION. PROVIDE MAINTENANCE MANUALS FOR MECHANICAL EQUIPMENT. AFFIX MAINTENANCE LABELS TO MECHANICAL EQUIPMENT.
- ALL CONDUCTORS SHALL BE COPPER. MINIMUM CONDUCTOR SIZE SHALL BE #12 AWG., UNLESS OTHERWISE NOTED. CONDUCTORS SHALL BE TYPE THHW, RATED IN ACCORDANCE WITH NEC 110-14(C).
- ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING RATING NOT LESS THE MAXIMUM INTERRUPTING CURRENT TO WHICH THEY MAY BE SUBJECTED.
- THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE; ARTICLES 250 & 810 AND THE UTILITY COMPANY STANDARDS.
- CONDUIT: ALL ABOVE GRADE CONDUITS SHALL BE RIGID & LFMC TO 6' AS STATED BELOW:
  - RIGID CONDUIT SHALL BE U.L. LABEL GALVANIZED ZINC COATED WITH ZINC INTERIOR AND SHALL BE USED WHEN INSTALLED IN OR UNDER CONCRETE SLABS, IN CONTACT WITH THE EARTH, UNDER PUBLIC ROADWAYS, IN MASONRY WALLS OR EXPOSED ON BUILDING EXTERIOR. RIGID CONDUIT IN CONTACT WITH EARTH SHALL BE 1/2 LAPPED WRAPPED WITH HUNTS WRAP PROCESS NO. 3.
  - ELECTRICAL METALLIC TUBING SHALL HAVE U.L. LABEL. FITTINGS SHALL BE GLAND RING COMPRESSION TYPE. EMT SHALL BE USED ONLY FOR INTERIOR RUNS.
  - LIQUID-TIGHT FLEXIBLE METAL CONDUIT SHALL BE U.L. LISTED AND SHALL BE USED FOR FINAL CONNECTIONS TO MECHANICAL EQUIPMENT, RECTIFIERS AND WHERE PERMITTED BY CODE. ALL CONDUIT IN EXCESS OF SIX FEET IN LENGTH SHALL CONTAIN A FULL-SIZE GROUND CONDUCTOR.
  - CONDUIT RUNS SHALL BE SURFACE MOUNTED ON CEILINGS OR WALLS UNLESS NOTED OTHERWISE. ALL CONDUIT SHALL RUN PARALLEL OR PERPENDICULAR TO WALLS, FLOOR, CEILING, OR BEAMS. VERIFY EXACT ROUTING OF ALL EXPOSED CONDUIT WITH THE PROJECT MANAGER PRIOR TO INSTALLING.
  - PVC CONDUIT MAY BE PROVIDED ONLY WHERE SHOWN, OR IN UNDERGROUND INSTALLATIONS. PROVIDE UV-RESISTANT CONDUIT WHERE EXPOSED TO THE ATMOSPHERE. PROVIDE GROUND CONDUCTOR IN ALL PVC RUNS; EXCEPT WHERE PERMITTED BY CODE TO OMIT.
- ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENT ENGRAVED PHENOLIC PLASTIC NAMEPLATES. METER, DISCONNECT, ETC. BACKGROUND SHALL BE BLACK WITH WHITE LETTERS; EXCEPT AS REQUIRED BY CODE TO FOLLOW A DIFFERENT SCHEME.
- UPON COMPLETION OF WORK, CONDUCT CONTINUITY, SHORT CIRCUIT, AND FALL OF POTENTIAL GROUNDING TESTS FOR APPROVAL. SUBMIT TEST REPORTS TO PROJECT MANAGER. GROUNDING SYSTEM RESISTANCE SHALL NOT EXCEED 5 OHMS. IF THE RESISTANCE VALUE IS EXCEEDED, NOTIFY THE PROJECT MANAGER FOR FURTHER INSTRUCTION ON METHODS FOR REDUCING THE RESISTANCE VALUE.
- CLEAN PREMISES OF ALL DEBRIS RESULTING FROM WORK AND LEAVE WORK IN A COMPLETE AND UNDAMAGED CONDITION. LEGALLY DISPOSE OF ALL REMOVED, UNUSED AND EXCESS MATERIAL GENERATED BY THE WORK OF THIS CONTRACT. DELIVER ITEMS INDICATED ON THE DRAWINGS TO THE OWNER IN GOOD CONDITION. OBTAIN SIGNED RECEIPT UPON DELIVERY.
- COORDINATE WITH UTILITY COMPANY FOR CONNECTION OF TEMPORARY AND PERMANENT POWER TO THE SITE. THE TEMPORARY POWER AND ALL HOOKUP COSTS SHALL BE PAID BY THE CONTRACTOR.
- VERIFY ALL EXISTING CIRCUITRY PRIOR TO REMOVAL AND NEW WORK. MAINTAIN POWER TO ALL OTHER AREAS & CIRCUITS NOT SCHEDULED FOR REMOVAL.
- RED LINED AS-BUILT PLANS SHALL BE PROVIDED TO THE CONSTRUCTION MANAGER UPON REQUEST.

| APPLICANT          |   |             |      |             |    |   |          |           |     |
|--------------------|--|-------------|------|-------------|----|---|----------|-----------|-----|
| ENGINEER           |  <p>NB+C ENGINEERING SERVICES, L.L.C.<br/>6095 MARSHALEE DRIVE, SUITE 300<br/>ELKRIEGER, MD 21075<br/>(410) 771-7022</p>  |             |      |             |    |   |          |           |     |
| SITE INFORMATION   | <p>NODE NAME:<br/>CRAN_RWSH_PWILL_088B<br/>FA#: 14858725<br/>HUB FA #: 14695498</p> <p>NEAR 201 MILL STREET<br/>OCCOQUAN, VA 22192<br/>TOWN OF OCCOQUAN</p>  |             |      |             |    |   |          |           |     |
| DESIGN RECORD      | <p><b>REVISIONS</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>04/29/19</td> <td>FINAL CDs</td> <td>DPB</td> </tr> </tbody> </table> | REV         | DATE | DESCRIPTION | BY | 0 | 04/29/19 | FINAL CDs | DPB |
| REV                | DATE   | DESCRIPTION | BY   |             |    |   |          |           |     |
| 0                  | 04/29/19   | FINAL CDs   | DPB  |             |    |   |          |           |     |
| PROFESSIONAL STAMP | <p>TRENT TRAVIS SNARR, P.E.<br/>VIRGINIA PROFESSIONAL ENGINEER<br/>LICENSE #049978</p>   |             |      |             |    |   |          |           |     |
| ENGINEER           | <p>TRENT TRAVIS SNARR, P.E.<br/>VIRGINIA PROFESSIONAL ENGINEER<br/>LICENSE #049978</p>   |             |      |             |    |   |          |           |     |
| SHEET TITLE        | <p><b>GENERAL NOTES</b></p>  |             |      |             |    |   |          |           |     |
| SHEET NUMBER       | <p><b>GN-1</b></p>   |             |      |             |    |   |          |           |     |



**LEGEND**

|  |                        |  |                      |
|--|------------------------|--|----------------------|
|  | IRON BAR/PIPE          |  | GAS LINE             |
|  | WATER VALVE            |  | EXISTING TELCO       |
|  | UTILITY POLE           |  | OVERHEAD WIRE        |
|  | FIRE HYDRANT           |  | UNDERGROUND WIRE     |
|  | TREES/LANDSCAPING      |  | PROPOSED CONTOURS    |
|  | MANHOLES               |  | EXISTING CONTOURS    |
|  | PROPERTY LINE          |  | OVERHEAD ELECTRIC    |
|  | ADJACENT PROPERTY LINE |  | OVERHEAD FIBER       |
|  | PROPERTY SETBACK LINE  |  | UNDERGROUND FIBER    |
|  | RIGHT OF WAY           |  | UNDERGROUND ELECTRIC |
|  | ZONING DISTRICT LINE   |  | CHAIN LINK FENCE     |
|  | ELECTRIC               |  | TREELINE             |

APPLICANT

ENGINEER

**TOTALLY COMMITTED.**

NB+C ENGINEERING SERVICES, LLC.  
6095 MARSHALEE DRIVE, SUITE 300  
ELK RIDGE, MD 21075  
(410) 712-7082

SITE INFORMATION

NODE NAME:  
CRAN\_RWSH\_PWILL\_088B  
FA#: 14858725  
HUB FA #: 14695498

NEAR 201 MILL STREET  
OCCOQUAN, VA 22192  
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PROFESSIONAL STAMP

ENGINEER

TRENT TRAVIS SNARR, P.E.  
VIRGINIA PROFESSIONAL ENGINEER  
LICENSE #049978

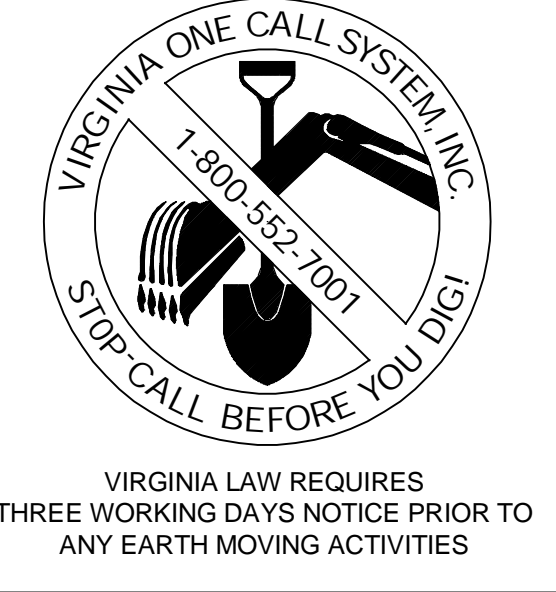
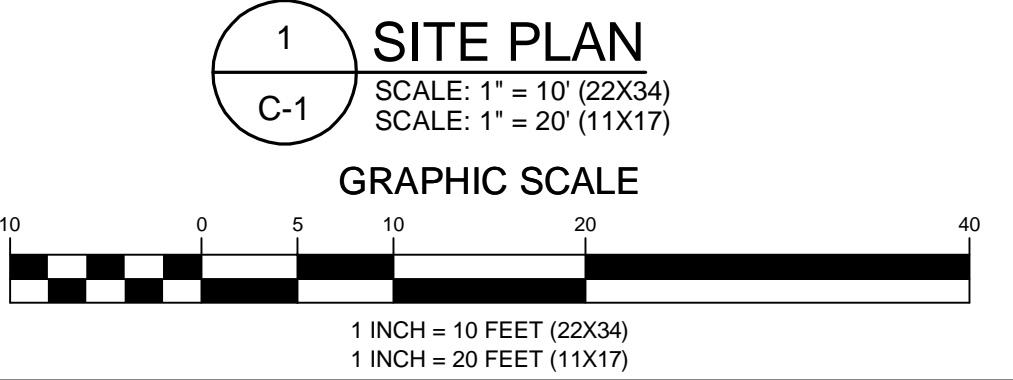
SHEET TITLE

SITE PLAN

SHEET NUMBER

C-1

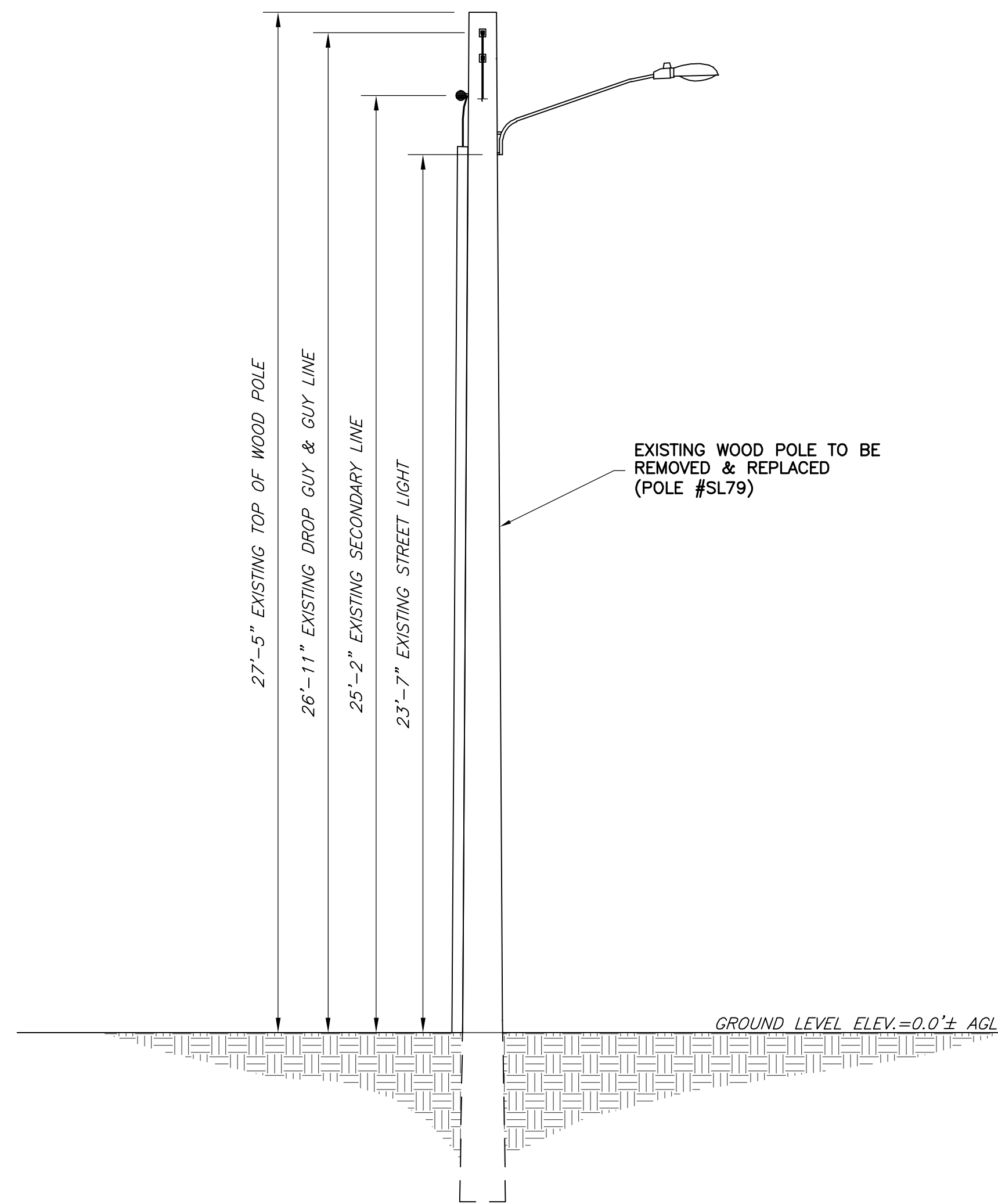
**NOTE:**  
RIGHT-OF-WAY, BOUNDARY, AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS PROVIDED BY PRINCE WILLIAM COUNTY GIS SERVICES AND SHOULD BE CONSIDERED APPROXIMATE. THIS SITE PLAN HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND NO TOPOGRAPHIC OR BOUNDARY SURVEY HAS BEEN PERFORMED.



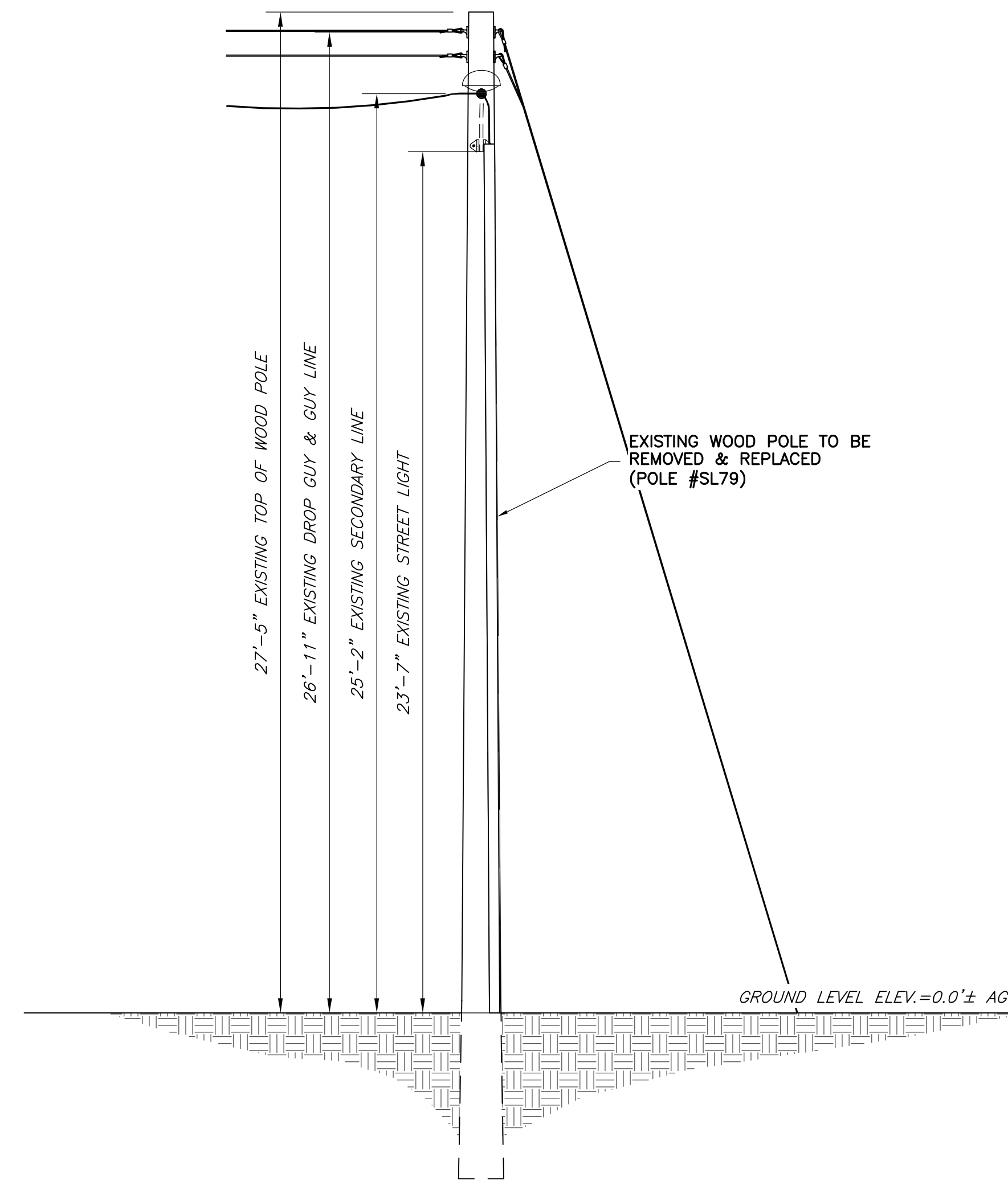
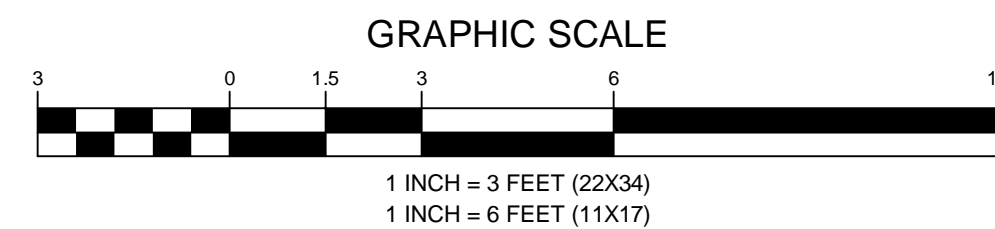




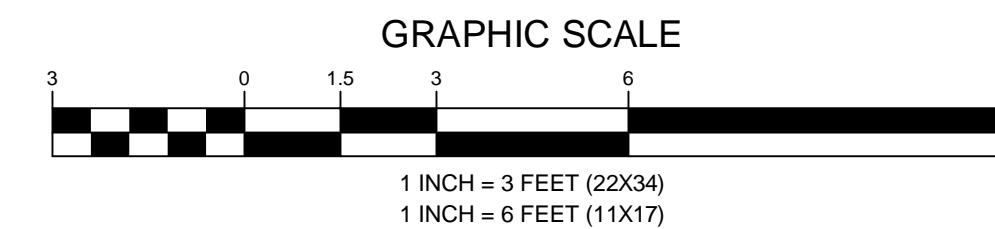
1 EXISTING CONDITIONS (LOOKING SOUTH -WEST)  
C-2 NOT TO SCALE



2 POLE ELEVATION (SIDE VIEW)  
C-2 SCALE: 1" = 3' (22X34)  
SCALE: 1" = 6' (11X17)



3 POLE ELEVATION (BACK VIEW)  
C-2 SCALE: 1" = 3' (22X34)  
SCALE: 1" = 6' (11X17)



APPLICANT



ENGINEER



NB+C ENGINEERING SERVICES, LLC.  
6095 MARSHALEE DRIVE, SUITE 300  
ELKRIDGE, MD 21075  
(410) 712-7082

SITE INFORMATION

NODE NAME:  
CRAN\_RWSH\_PWILL\_088B  
FA#: 14858725  
HUB FA #: 14695498  
  
NEAR 201 MILL STREET  
OCCOQUAN, VA 22192  
TOWN OF OCCOQUAN

DESIGN RECORD

REVISIONS

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VIRGINIA PROFESSIONAL ENGINEER  
LICENSE #049978

SHEET TITLE

EXISTING ELEVATIONS

SHEET NUMBER

C-2



NB+C ENGINEERING SERVICES, LLC.  
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CRAN\_RWSH\_PWILL\_088B  
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APPLICANT

ENGINEER

SITE INFORMATION

DESIGN RECORD

PROFESSIONAL STAMP

ENGINEER

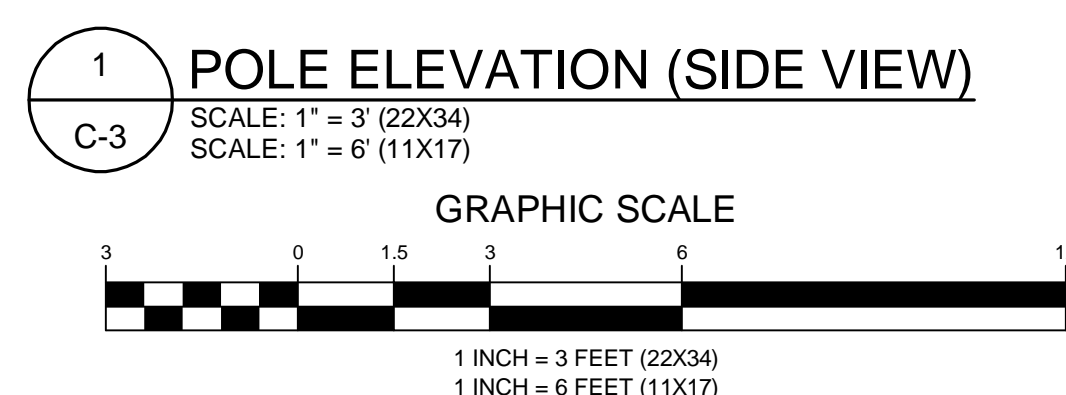
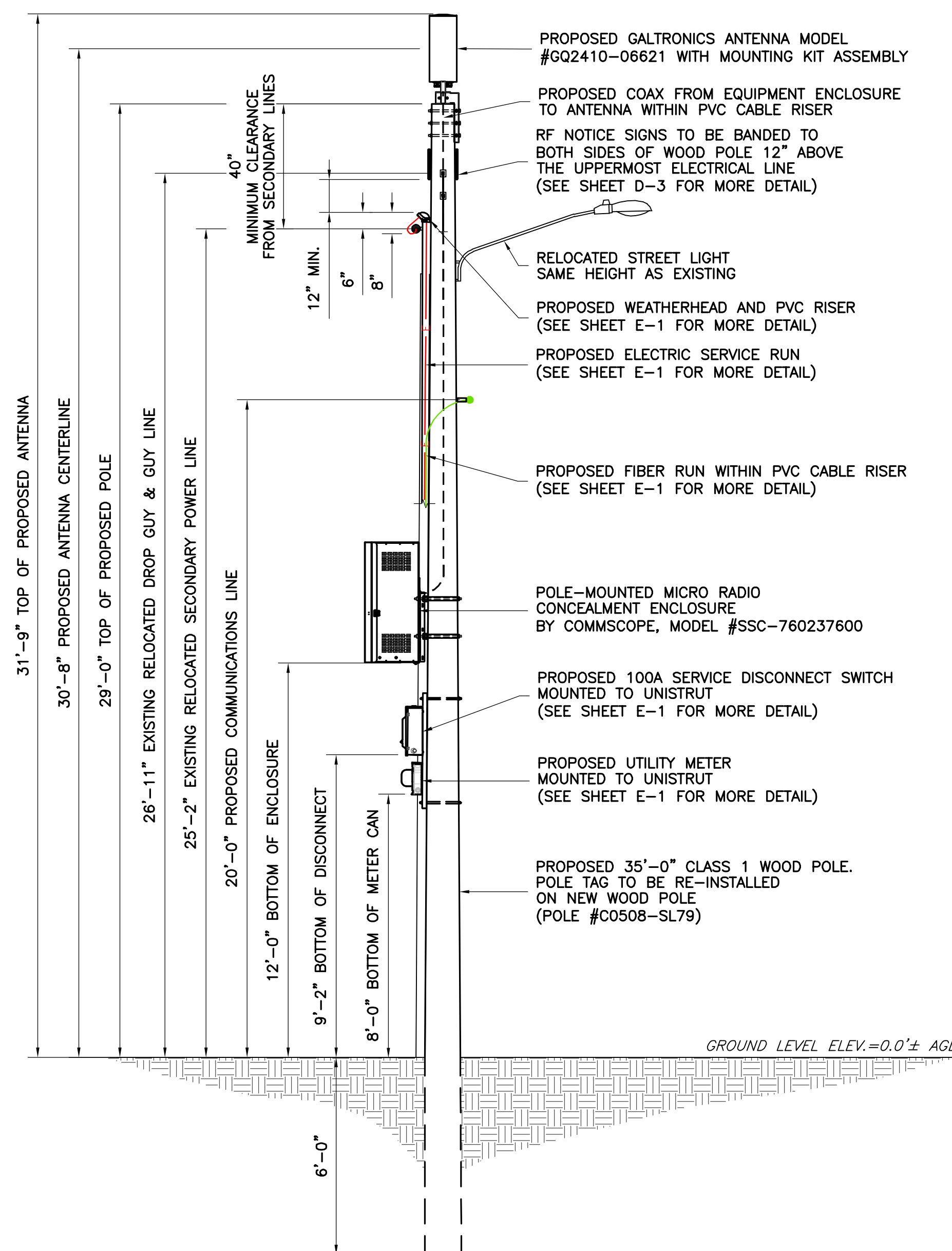
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SHEET NUMBER

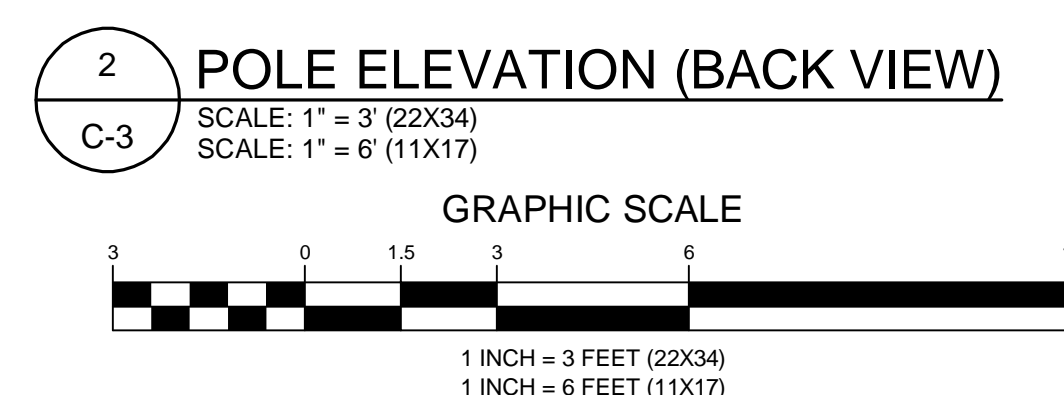
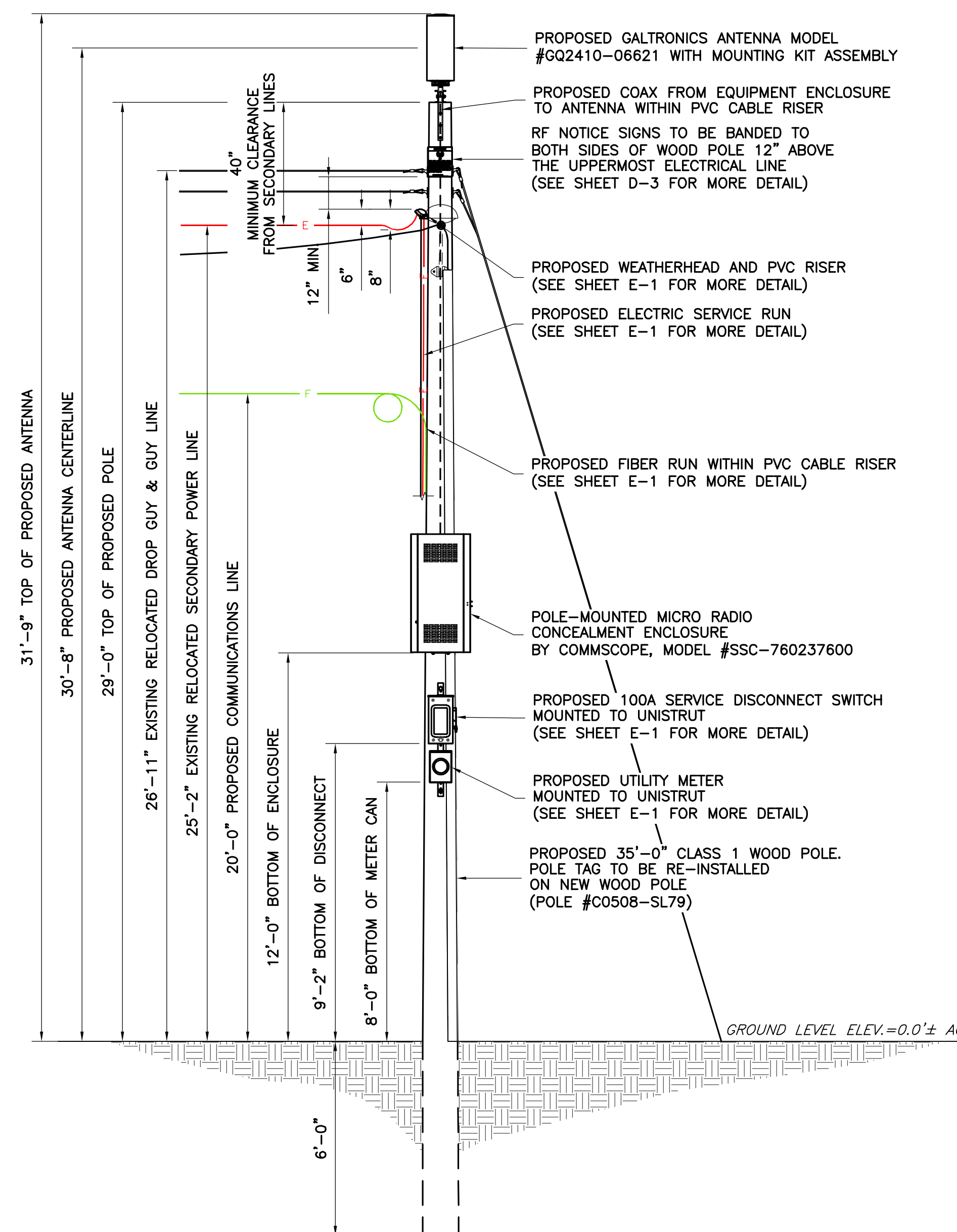
TRENT TRAVIS SNARR, P.E.  
VIRGINIA PROFESSIONAL ENGINEER  
LICENSE #049978

PROPOSED ELEVATIONS

C-3

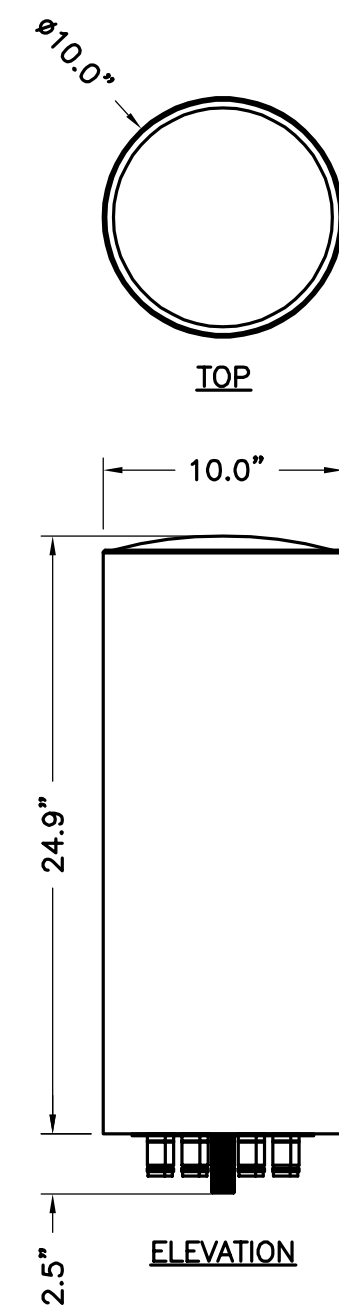


NOTE:  
THE PASSING STRUCTURAL ANALYSIS OF THE PROPOSED UTILITY POLE WITH THE PROPOSED LOADING PERFORMED BY NB+C ENGINEERING SERVICES, PROJECT #100434.



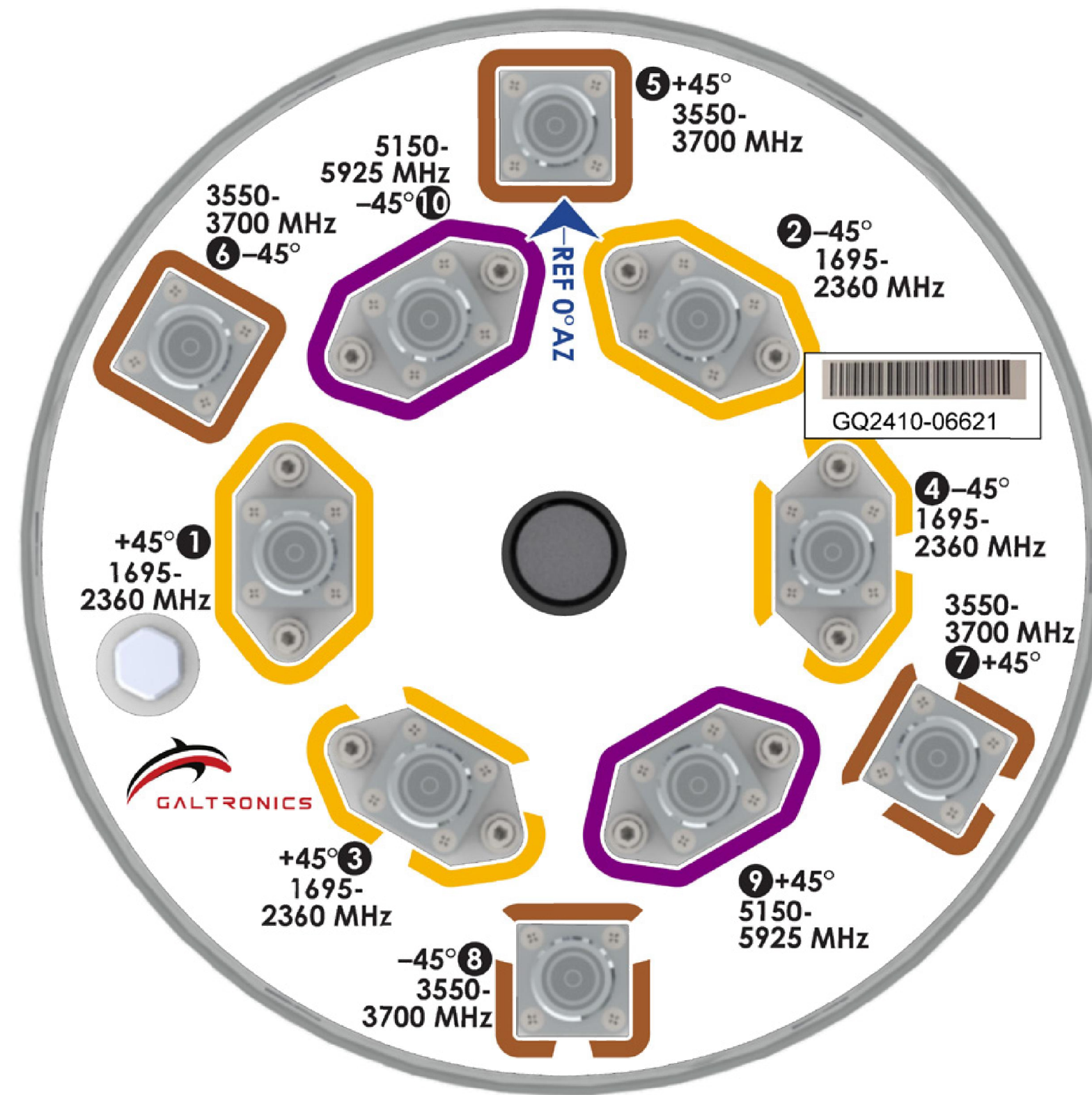
NOTE:  
ALL EQUIPMENT, CABLES AND ANTENNAS TO BE PAINTED OR ORDERED TO MATCH THE EXTERIOR COLOR OF THE STRUCTURE

MOUNTING NOTE:  
IF FIELD CONDITIONS DO NOT ALLOW FOR INSTALLATION AS DIRECTED, CONTRACTOR IS TO CONTACT ENGINEER FOR FURTHER INSTRUCTION.

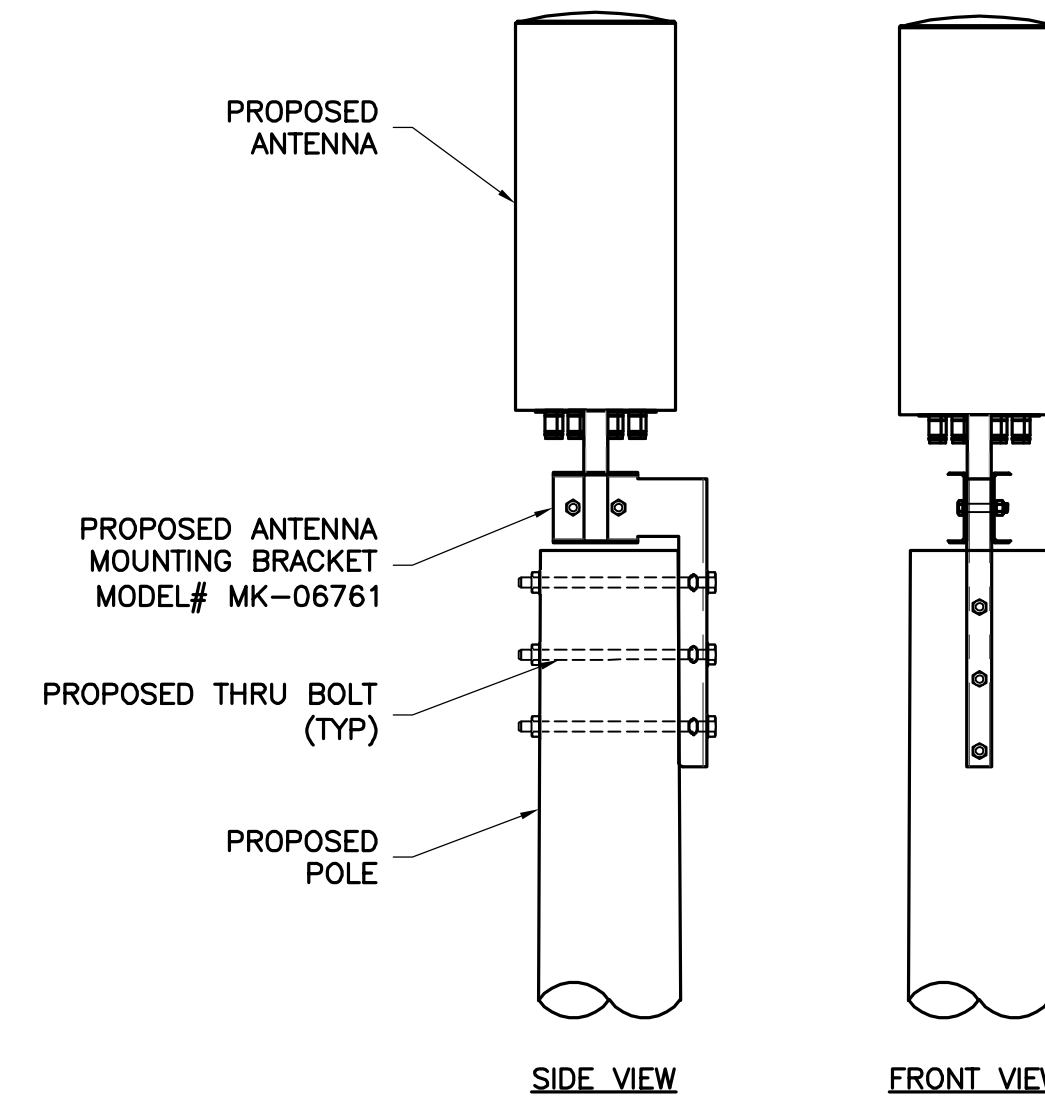


**MECHANICAL SPECIFICATIONS**  
 GALTRONICS PART# GQ2410-06621  
 HEIGHT: 24.90 IN  
 DIAMETER: 10.00 IN  
 WEIGHT: 16.30 LBS  
 ANTENNA VOLUME: 1.082 CUBIC FEET

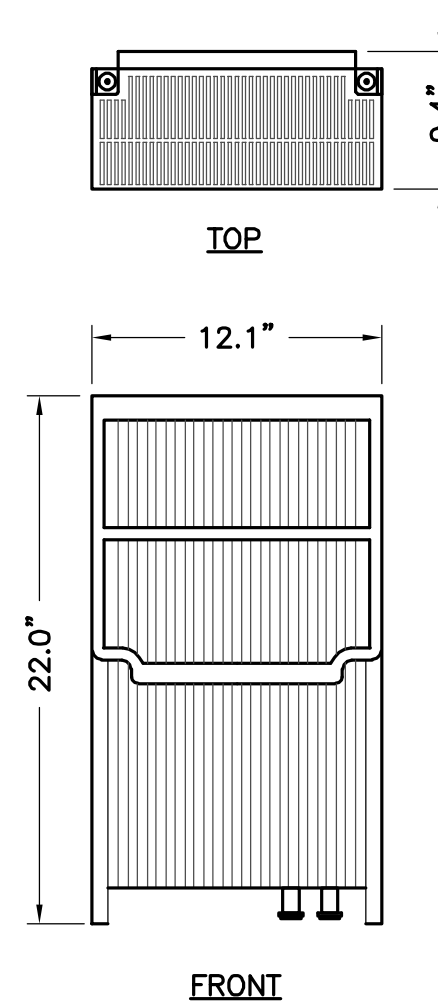
1 GALTRONICS ANTENNA DETAIL  
 D-1 NTS



2 PROPOSED ANTENNA (BOTTOM VIEW)  
 D-1 NTS

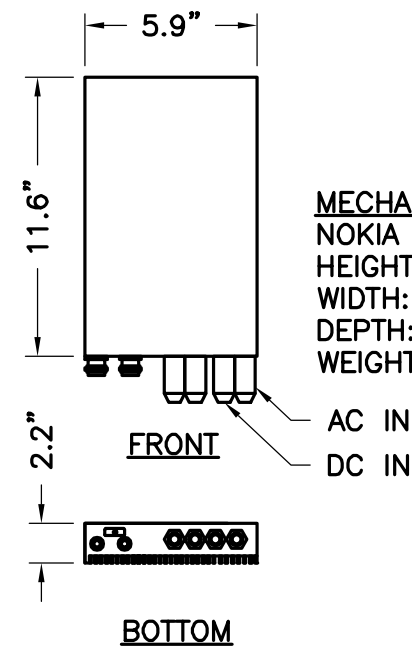


3 ANTENNA MOUNTING DETAIL  
 D-1 NTS



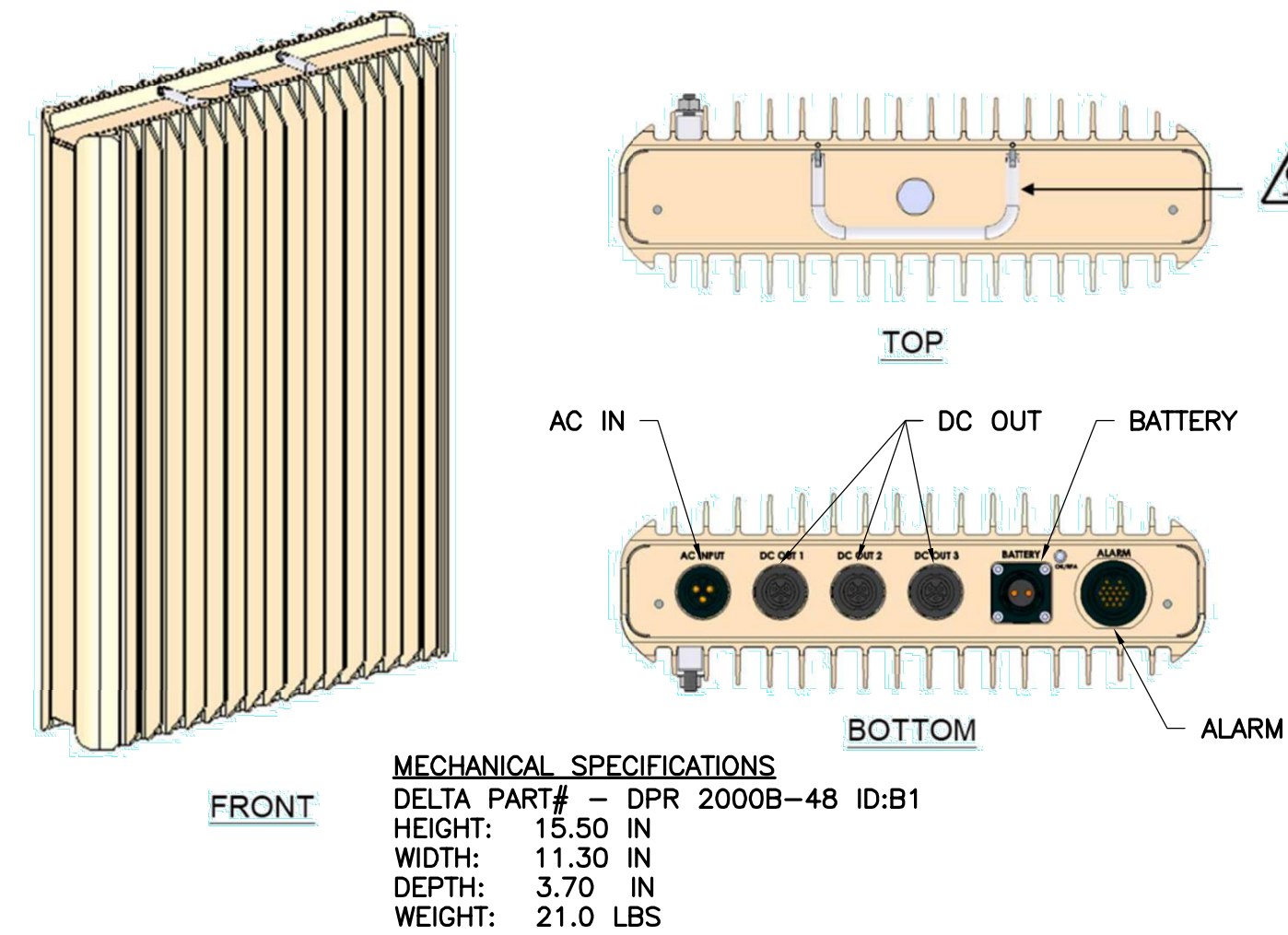
**MECHANICAL SPECIFICATIONS**  
 NOKIA MODEL: AIRSCALE DUAL RRH  
 4T4R B25/66 525W AHFIB  
 HEIGHT: 22.0 IN  
 WIDTH: 12.1 IN  
 DEPTH: 5.9 IN  
 WEIGHT: 66.1 LBS

4 NOKIA PCS/AWS DUAL BAND RRH DETAIL  
 D-1 NTS



**MECHANICAL SPECIFICATIONS**  
 NOKIA MODEL: AIRSCALE 2T2R RRH AZRA B46  
 HEIGHT: 11.4 IN  
 WIDTH: 9.6 IN  
 DEPTH: 1.77 IN  
 WEIGHT: 13.0 LBS

5 NOKIA LAA RRU DETAIL  
 D-1 NTS



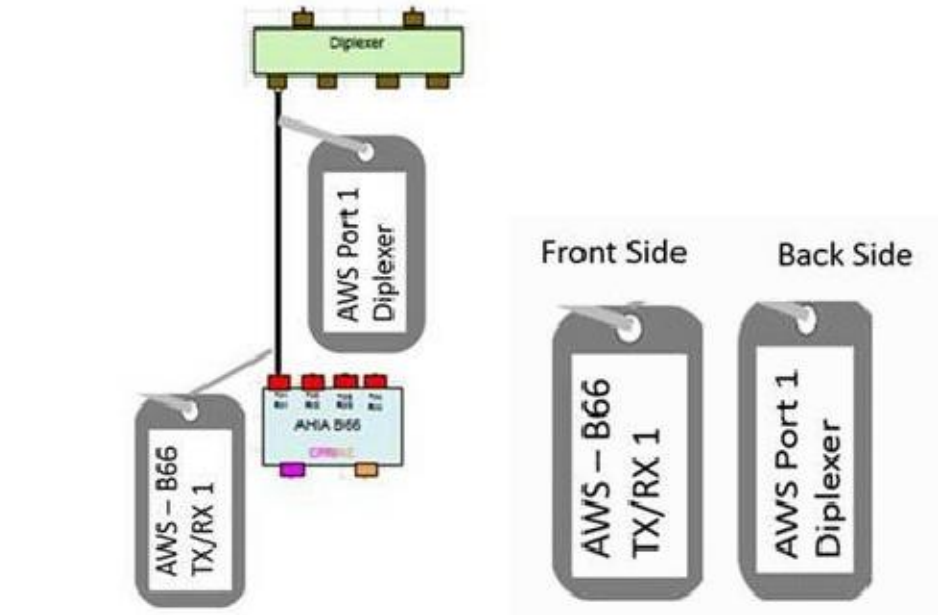
**MECHANICAL SPECIFICATIONS**  
 DELTA PART# - DPR 2000B-48 ID:B1  
 HEIGHT: 15.50 IN  
 WIDTH: 11.30 IN  
 DEPTH: 3.70 IN  
 WEIGHT: 21.0 LBS

6 DELTA 2.0kW PSU  
 D-1 NTS

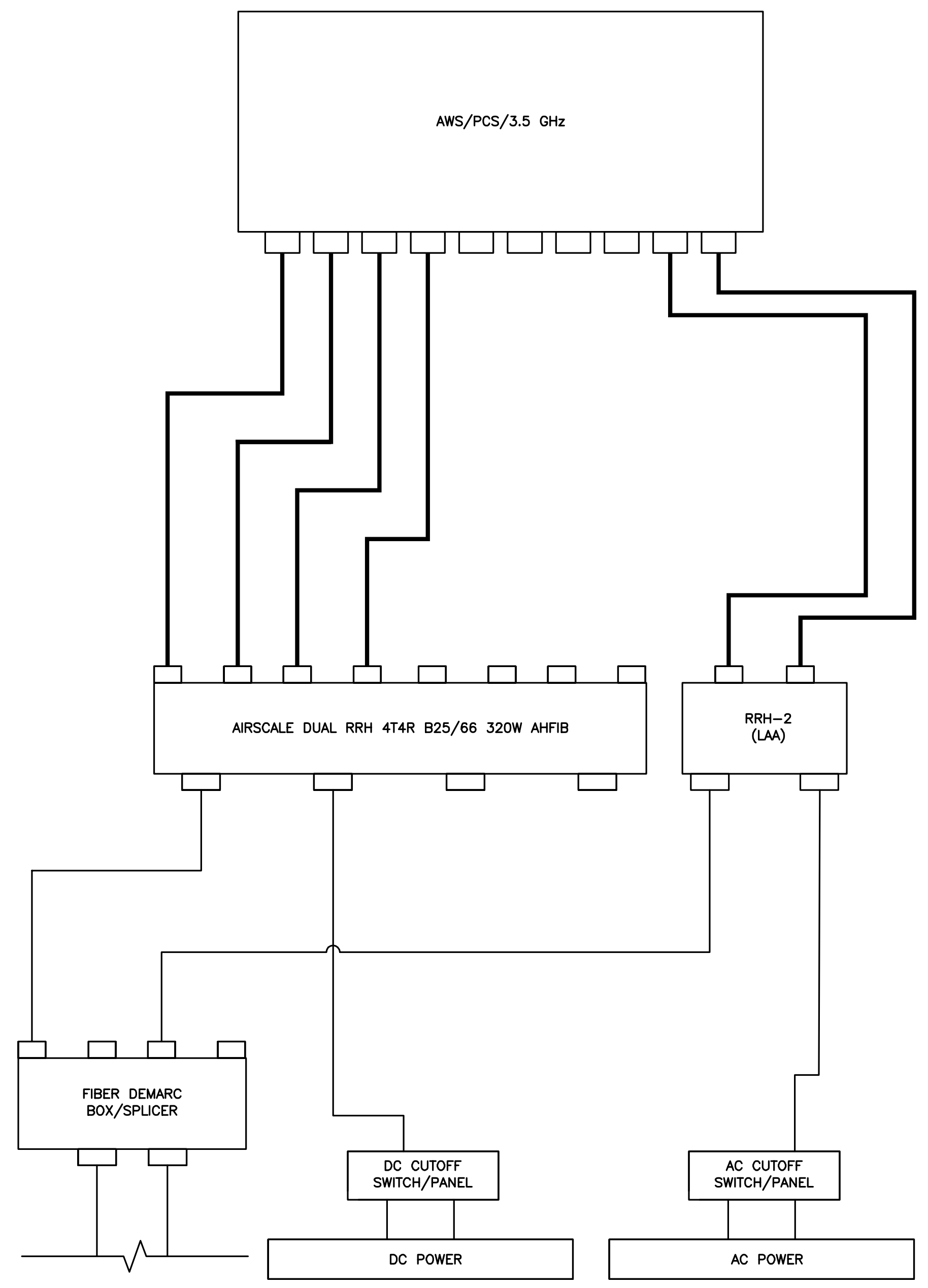
**NOTE:**  
 ALL EQUIPMENT, CABLES AND ANTENNAS TO BE PAINTED OR ORDERED TO MATCH THE EXTERIOR COLOR OF THE STRUCTURE

**MOUNTING NOTE:**  
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| APPLICANT          |  |             |     |  |  |     |      |             |    |   |          |           |     |
|--------------------|--|-------------|-----|--|--|-----|------|-------------|----|---|----------|-----------|-----|
| ENGINEER           | <br>NB+C ENGINEERING SERVICES, LLC.<br>6095 MARSHALLEE DRIVE, SUITE 300<br>ELK RIDGE, MD 21075<br>(410) 712-7082   |             |     |  |  |     |      |             |    |   |          |           |     |
| SITE INFORMATION   | NODE NAME:<br>CRAN_RWSH_PWILL_088B<br>FA#: 14858725<br>HUB FA #: 14695498<br><br>NEAR 201 MILL STREET<br>OCCOQUAN, VA 22192<br>TOWN OF OCCOQUAN  |             |     |  |  |     |      |             |    |   |          |           |     |
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| 0                  | 04/29/19   | FINAL CDs   | DPB |  |  |     |      |             |    |   |          |           |     |
| PROFESSIONAL STAMP |  |             |     |  |  |     |      |             |    |   |          |           |     |
| ENGINEER           | TRENT TRAVIS SNARR, P.E.<br>VIRGINIA PROFESSIONAL ENGINEER<br>LICENSE #049978  |             |     |  |  |     |      |             |    |   |          |           |     |
| SHEET TITLE        | ANTENNA & EQUIPMENT DETAILS  |             |     |  |  |     |      |             |    |   |          |           |     |
| SHEET NUMBER       | D-1  |             |     |  |  |     |      |             |    |   |          |           |     |



1 FIBER P\_TOUCH TAG DETAIL  
D-2 NTS



CONTRACTOR SHALL UTILIZE FIBER P\_TOUCH TAGS SECURED WITH WAX STRING ON EACH END OF CABLE. TAG SHALL IDENTIFY FREQUENCY AND PORT # IN WHICH CABLE IS CONNECTED TO. ON THE REVERSE SIDE OF THE TAG, LOCATION OF THE OPPOSITE CABLE END SHALL BE LABELED TO CREATE A "TO" AND "FROM" SCENARIO. (SEE DETAIL 1/D-2 FOR ADDITIONAL INFO)

2 PLUMBING DIAGRAM  
D-2 NTS

### MICRO CABLE LOSS CHART

| MIDBAND PICO JUMPER LOSSES (dB) | 1/4" FLEX LENGTH (FT) | 3/8" FLEX LENGTH (FT) | 1/2" LSF LENGTH (FT) | APPROVAL REQUIRED     | SERVICE IMPACT      | ADDED COST                | ADDED TIME                   |
|---------------------------------|-----------------------|-----------------------|----------------------|-----------------------|---------------------|---------------------------|------------------------------|
| <1.0                            | ≤10'                  | ≤16'                  | ≤18'                 | NA                    | NA                  | NA                        | NA                           |
| <2.5                            | 12-28'                | 18-40'                | 20-50'               | DESIGN ENGINEER       | LOSS OF SENSITIVITY | UP TO 2 NODES PER TRIGGER | DESIGN CHECK (10 - 45 DAYS)  |
| <2.5                            | ≥30'                  | ≥42'                  | ≥52'                 | RAN DIRECTOR APPROVAL | UNKNOWN             | RECOMMEND RELOCATION      | DESIGN REVIEW (20 - 45 DAYS) |

NOTES:  
CELL EDGE TRAFFIC ESSENTIAL TO THE EFFICIENCY OF THE NODE CANNOT BE SACRIFICED TO JUMPER LENGTH.



### LAA CABLE LOSS CHART

| LAA 5.8GHz JUMPER LOSSES (dB) | 1/4" FLEX LENGTH (FT) | 3/8" FLEX LENGTH (FT) | 1/2" LSF LENGTH (FT) | APPROVAL REQUIRED     | SERVICE IMPACT                     | ADDED COST              | ADDED TIME                   |
|-------------------------------|-----------------------|-----------------------|----------------------|-----------------------|------------------------------------|-------------------------|------------------------------|
| <0.5                          | ≤2'                   | ≤4'                   | ≤4'                  | N/A                   | N/A                                | N/A                     | N/A                          |
| <1.0                          | 4-6'                  | 6-8'                  | 6-10'                | DESIGN ENGINEER       | UP TO 40% DISPARITY WITH PICO      | RISK OF LOSING GIG-ZONE | DESIGN CHECK (10 - 45 DAYS)  |
| <1.0                          | 12-16'                | 18-24'                | 20-28'               | RAN DIRECTOR APPROVAL | INEFFICIENT USE OF RADIO RESOURCES | LOSS OF GIG-ZONE        | DESIGN REVIEW (20 - 45 DAYS) |

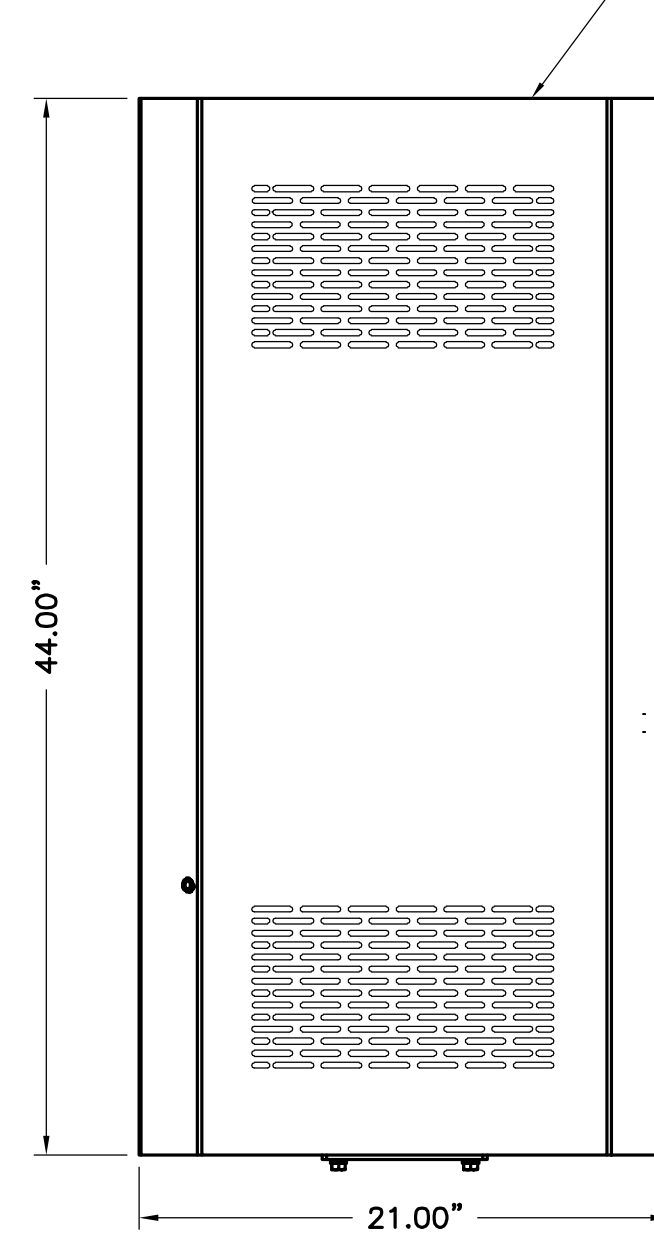
NOTES:  
CELL EDGE TRAFFIC ESSENTIAL TO THE EFFICIENCY OF THE NODE CANNOT BE SACRIFICED TO JUMPER LENGTH.

### ANTENNA SCHEDULE

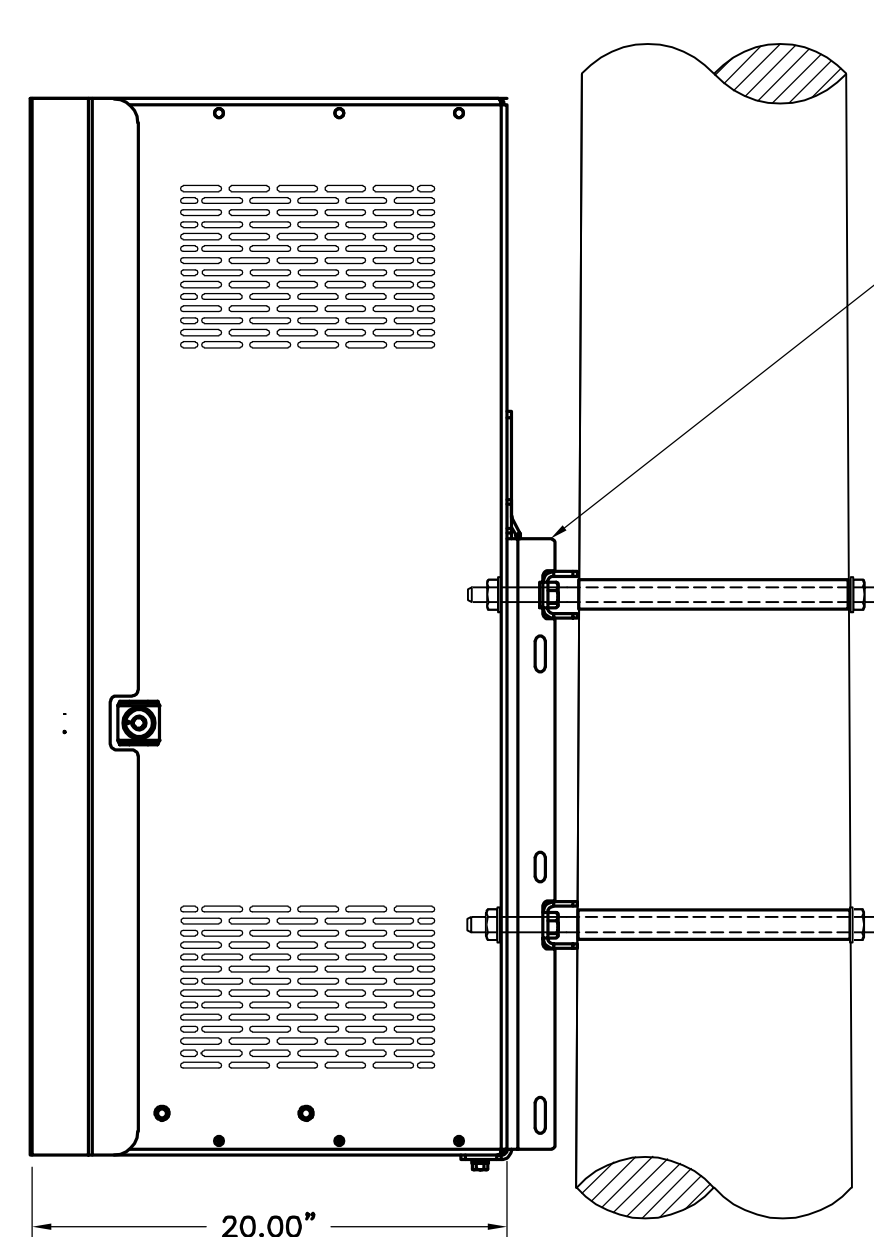
| SECTOR | STATUS   | ANTENNA MANUFACTURER | ANTENNA MODEL | ANTENNA DIMENSIONS | RAD CENTER | TIP HEIGHT | AZIMUTH   | CABLE LENGTH | CABLE SIZE | RRU MODEL   |
|--------|----------|----------------------|---------------|--------------------|------------|------------|-----------|--------------|------------|---|
| A1     | PROPOSED | GALTRONICS           | GQ2410-06621  | 24.9"x10.0"Ø       | 49'-2"     | 50'-3"     | 0° - 359° | 36'±         | 1/2"Ø      | (1) NOKIA PCS/AWS DUAL BAND RRH<br>(1) NOKIA LAA AIRSCALE MICRO RRH |

| APPLICANT          |   |             |     |  |  |     |      |             |    |   |          |           |     |
|--------------------|--|-------------|-----|--|--|-----|------|-------------|----|---|----------|-----------|-----|
| ENGINEER           | <br><small>NB+C ENGINEERING SERVICES, LLC.<br/>6095 MARSHALEE DRIVE, SUITE 300<br/>ELK RIDGE, MD 21075<br/>(410) 712-7092</small>   |             |     |  |  |     |      |             |    |   |          |           |     |
| SITE INFORMATION   | <p>NODE NAME:<br/>CRAN_RWSH_PWILL_088B<br/>FA#: 14858725<br/>HUB FA #: 14695498</p> <p>NEAR 201 MILL STREET<br/>OCCOQUAN, VA 22192<br/>TOWN OF OCCOQUAN</p>  |             |     |  |  |     |      |             |    |   |          |           |     |
| DESIGN RECORD      | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4" style="text-align: center;">REVISIONS</th> </tr> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>04/29/19</td> <td>FINAL CDs</td> <td>DPB</td> </tr> </tbody> </table> | REVISIONS   |     |  |  | REV | DATE | DESCRIPTION | BY | 0 | 04/29/19 | FINAL CDs | DPB |
| REVISIONS          |  |             |     |  |  |     |      |             |    |   |          |           |     |
| REV                | DATE   | DESCRIPTION | BY  |  |  |     |      |             |    |   |          |           |     |
| 0                  | 04/29/19   | FINAL CDs   | DPB |  |  |     |      |             |    |   |          |           |     |
| PROFESSIONAL STAMP | <div style="border: 1px solid black; height: 100px; width: 100%;"></div>   |             |     |  |  |     |      |             |    |   |          |           |     |
| ENGINEER           | <p>TRENT TRAVIS SNARR, P.E.<br/>VIRGINIA PROFESSIONAL ENGINEER<br/>LICENSE #049978</p>   |             |     |  |  |     |      |             |    |   |          |           |     |
| SHEET TITLE        | <p><b>PLUMBING DIAGRAM<br/>&amp; ANTENNA<br/>SCHEDULE</b></p>  |             |     |  |  |     |      |             |    |   |          |           |     |
| SHEET NUMBER       | <p><b>D-2</b></p>  |             |     |  |  |     |      |             |    |   |          |           |     |

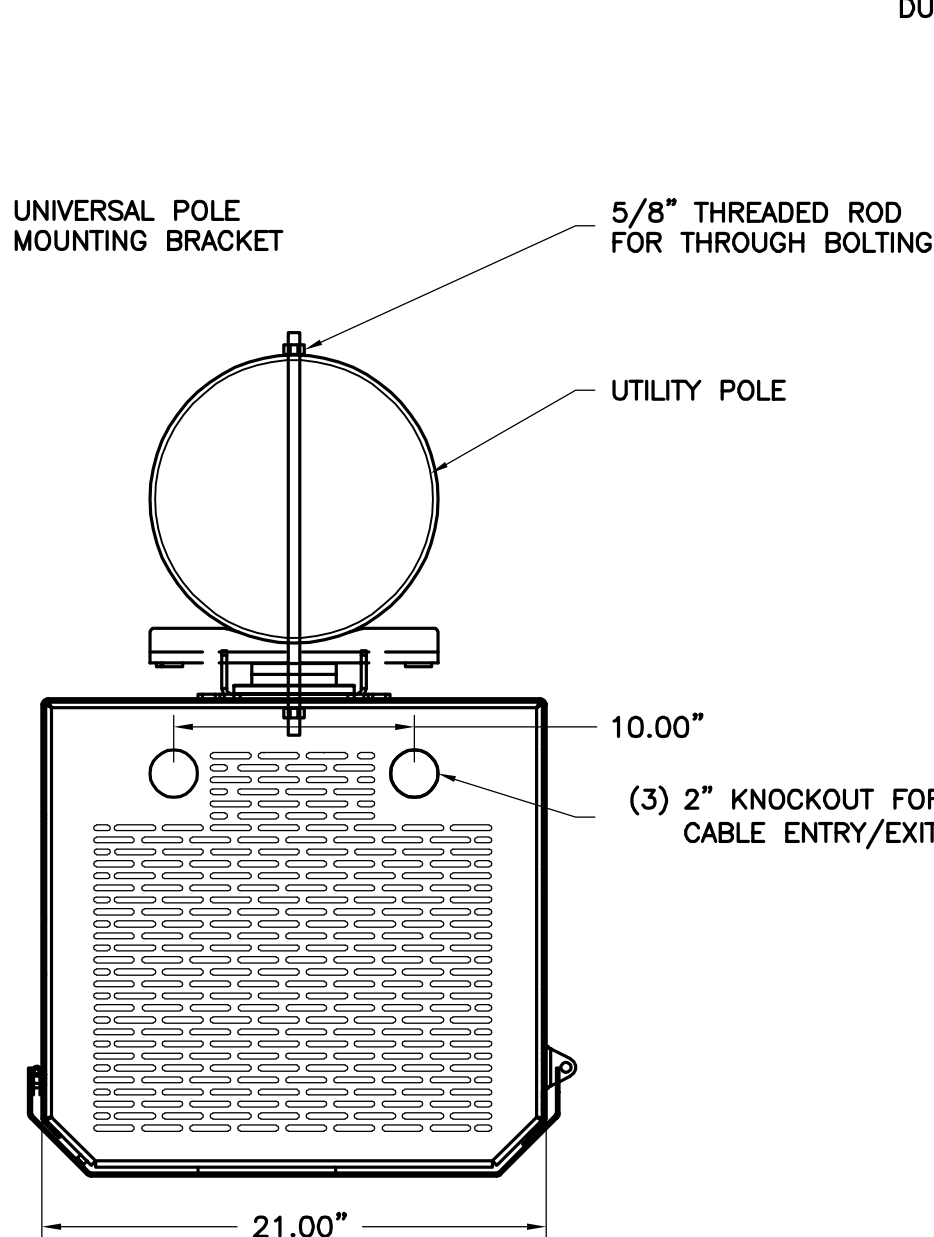
RADIO EQUIPMENT ENCLOSURE  
(COMMSCOPE PORT #SSC-760237600)



FRONT VIEW



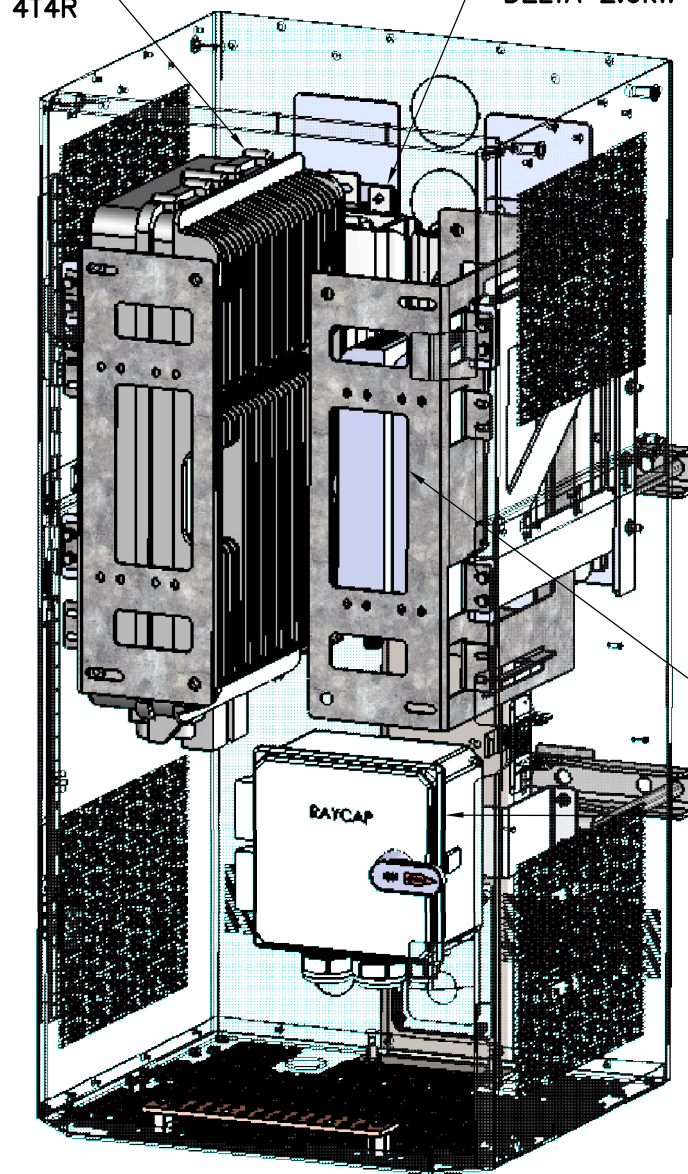
SIDE VIEW



PLAN VIEW

AIRSCALE  
DUAL RRH 4T4R

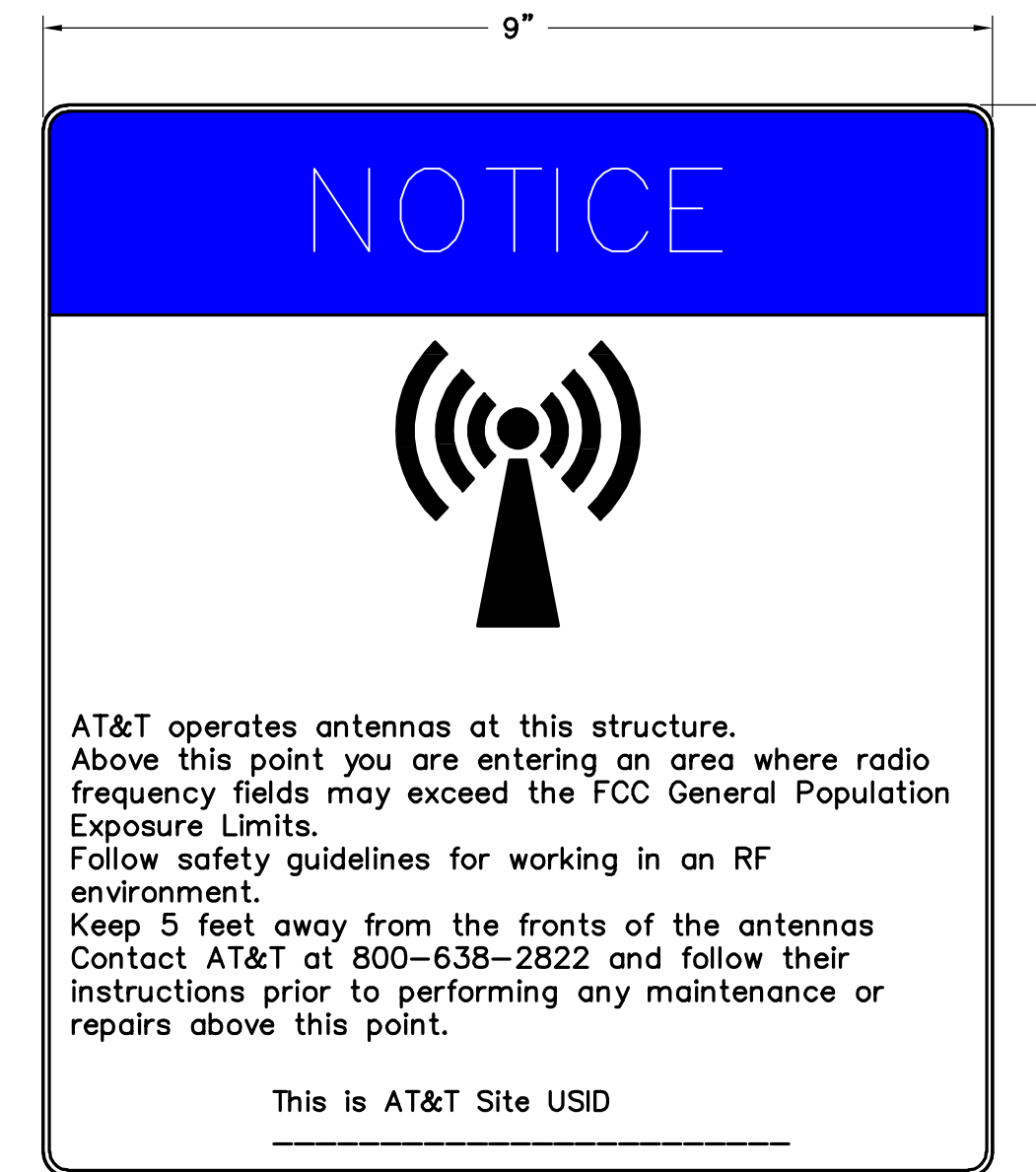
DELTA 2.0KW PSU



ISOMETRIC VIEW  
(DOOR REMOVED)

AIRSCALE  
LAA/CBRS RRH  
(SPOT OPEN FOR FUTURE)

RAYCAP TO BE  
INSTALLED

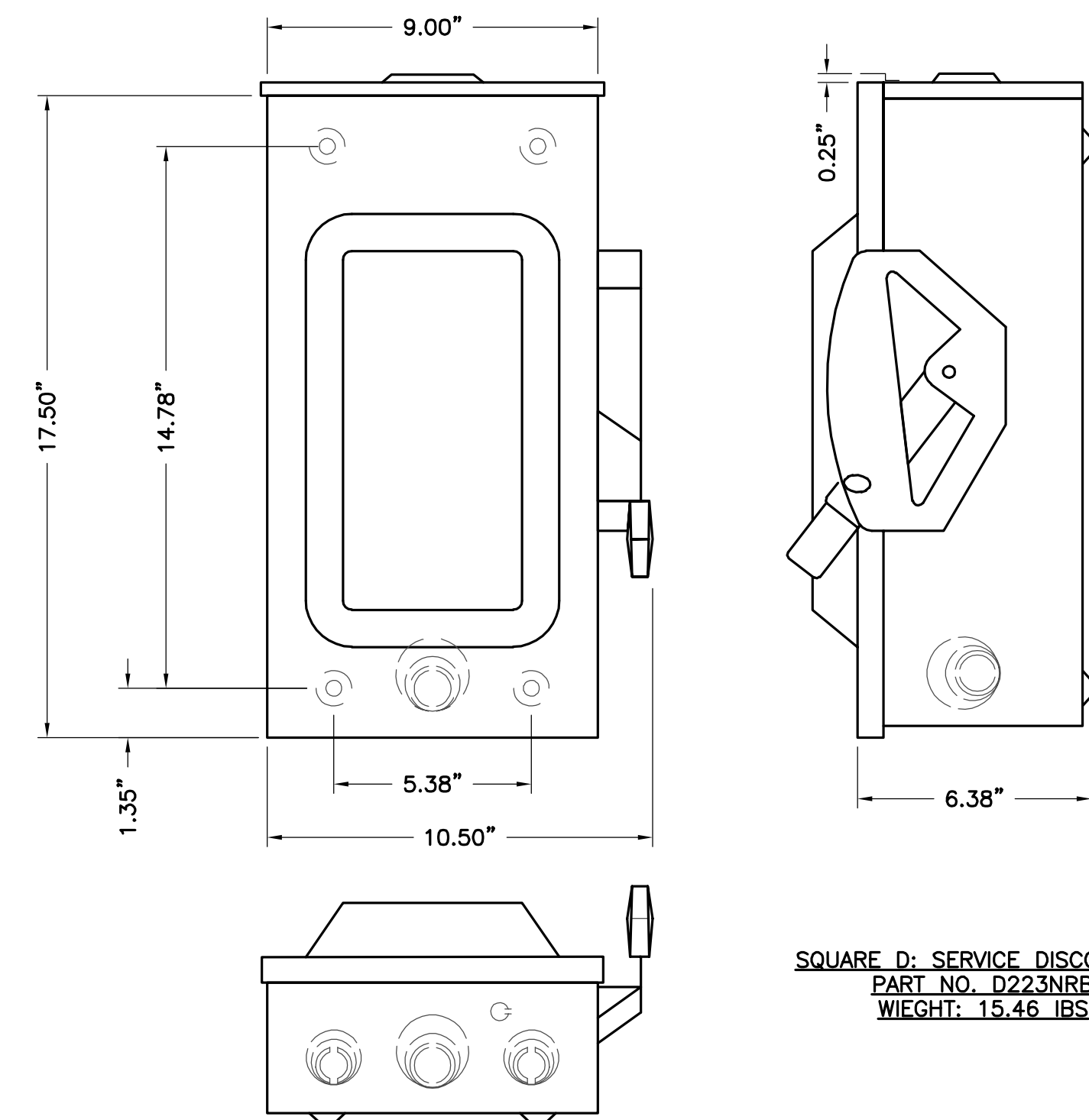


NOTE:  
PLACE TWO NOTICE SIGNS OPPOSITE EACH OTHER 12" ABOVE THE UPPERMOST ELECTRICAL LINE. RF CAUTION SIGN TO BE BANNED TO WOOD POLE. FINAL RF SIGNAGE REQUIREMENTS TO BE PROVIDED BY AT&T PRIOR TO CONSTRUCTION.

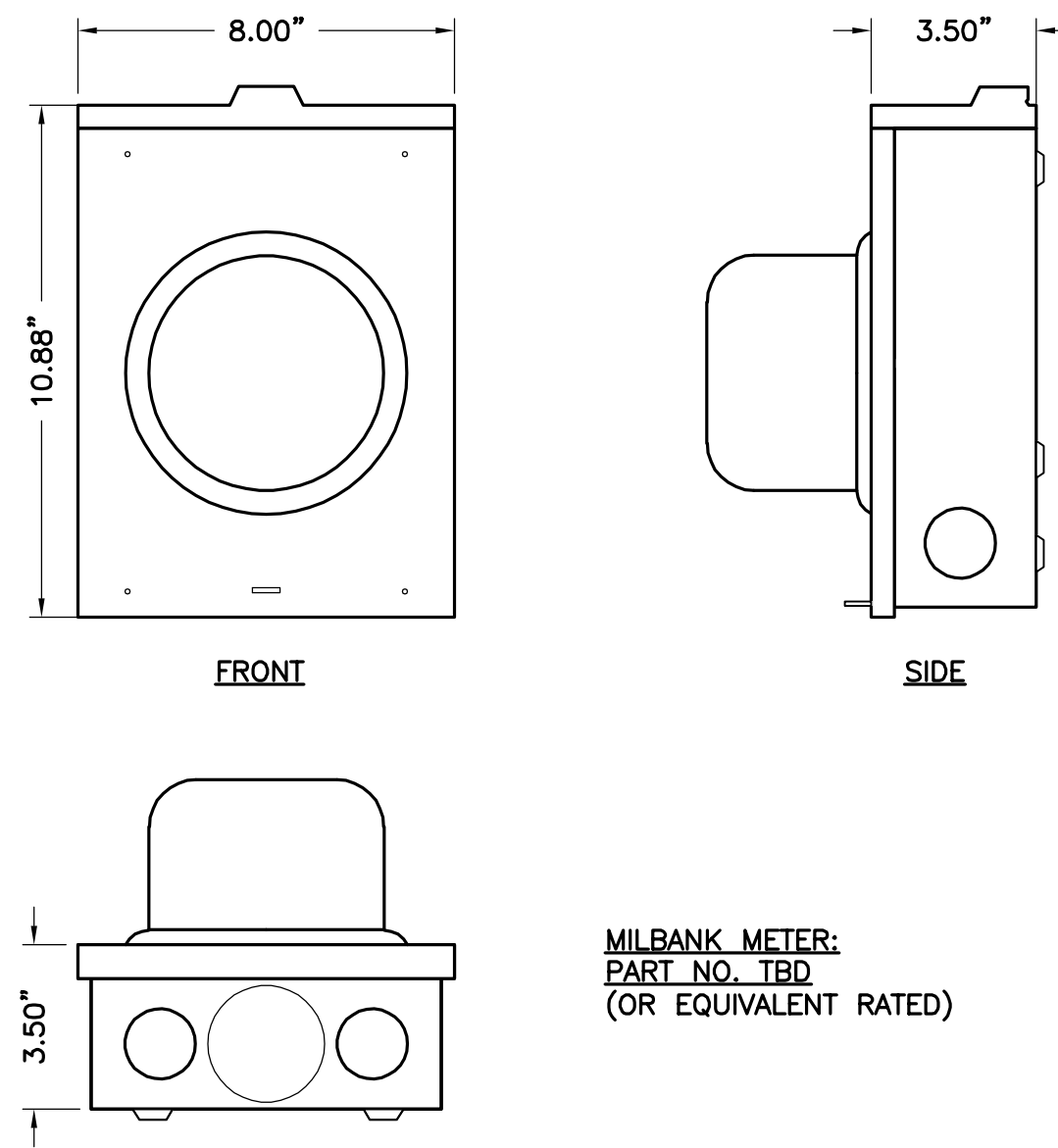
3 RF NOTICE SIGN  
D-3 NTS

1 COMMSCOPE EQUIPMENT DETAIL  
D-3 NTS

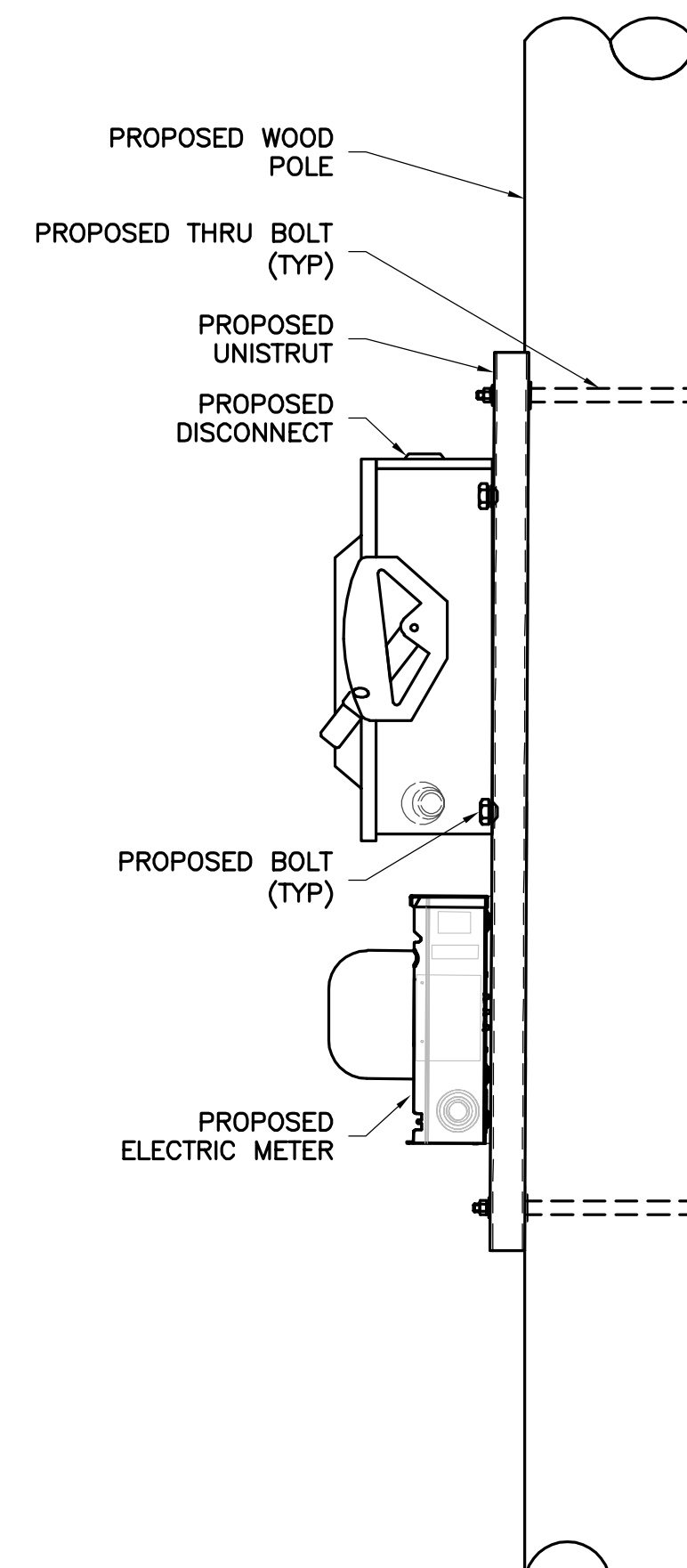
2 COMMSCOPE ISOMETRIC VIEW (INSIDE)  
D-3 NTS



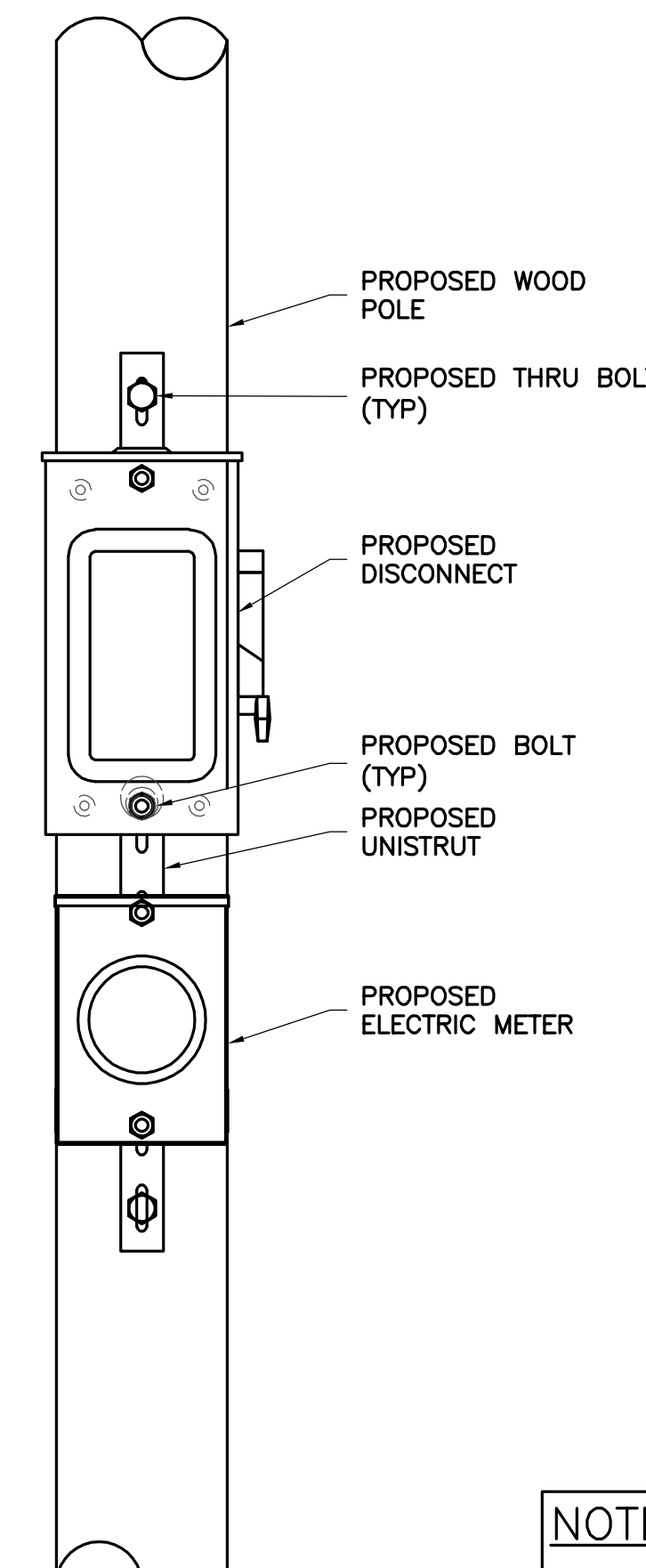
4 SERVICE DISCONNECT DETAIL  
D-3 NTS



5 METER DETAIL  
D-3 NTS



6 METER/DISCONNECT MOUNTING DETAIL  
D-3 NTS



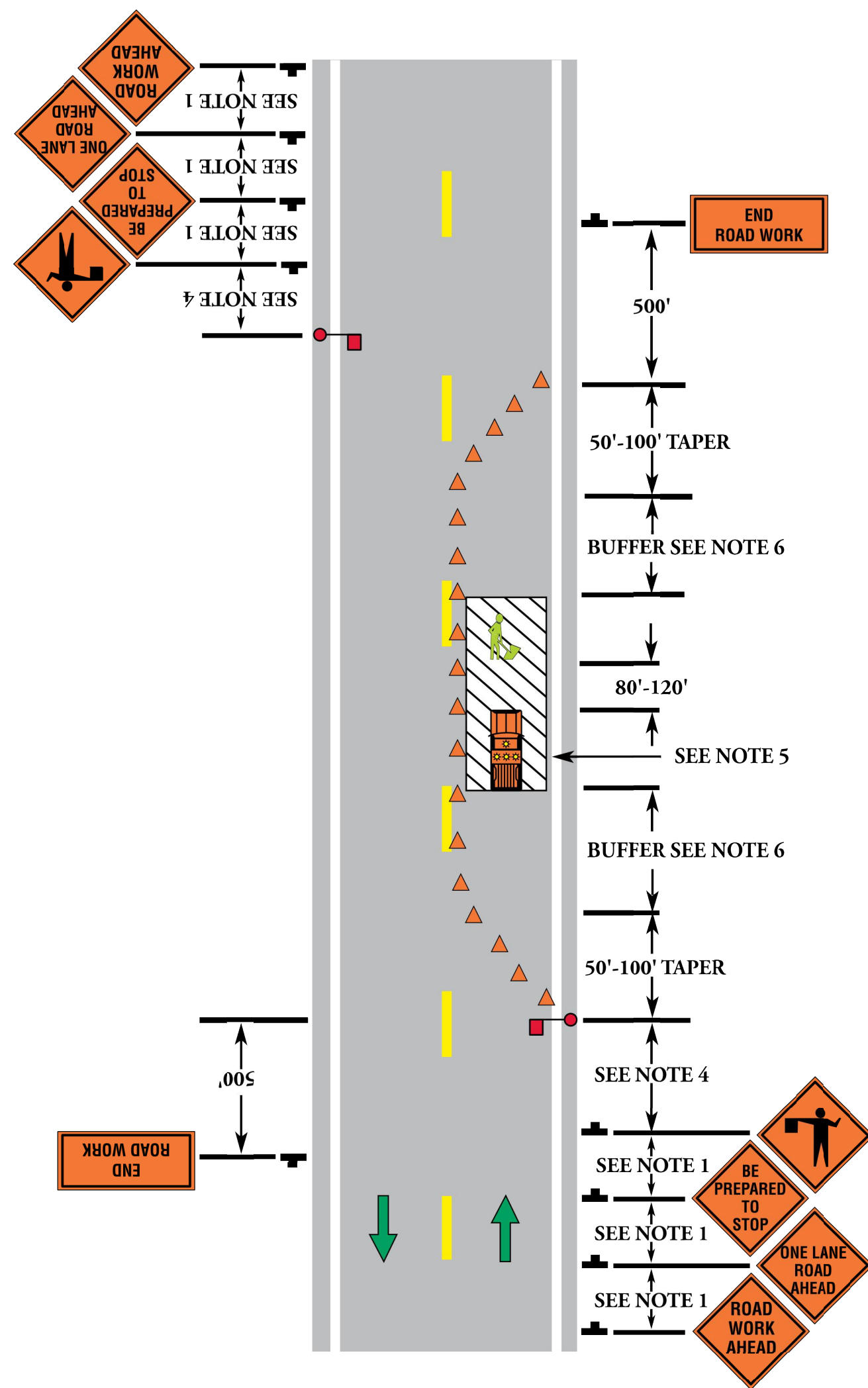
NOTE:  
ALL EQUIPMENT, CABLES AND ANTENNAS TO BE PAINTED OR ORDERED TO MATCH THE EXTERIOR COLOR OF THE STRUCTURE

MOUNTING NOTE:  
IF FIELD CONDITIONS DO NOT ALLOW FOR INSTALLATION AS DIRECTED, CONTRACTOR IS TO CONTACT ENGINEER FOR FURTHER INSTRUCTION.

| APPLICANT          |  |             |     |           |  |  |  |     |      |             |    |   |          |           |     |
|--------------------|--|-------------|-----|-----------|--|--|--|-----|------|-------------|----|---|----------|-----------|-----|
| ENGINEER           | <br>NB+C ENGINEERING SERVICES, LLC.<br>6095 MARSHALEE DRIVE, SUITE 300<br>ELK RIDGE, MD 21075<br>(410) 712-7082  |             |     |           |  |  |  |     |      |             |    |   |          |           |     |
| SITE INFORMATION   | NODE NAME:<br>CRAN_RWSH_PWILL_088B<br>FA#: 14858725<br>HUB FA #: 14695498<br><br>NEAR 201 MILL STREET<br>OCCOQUAN, VA 22192<br>TOWN OF OCCOQUAN  |             |     |           |  |  |  |     |      |             |    |   |          |           |     |
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| REV                | DATE   | DESCRIPTION | BY  |           |  |  |  |     |      |             |    |   |          |           |     |
| 0                  | 04/29/19   | FINAL CDs   | DPB |           |  |  |  |     |      |             |    |   |          |           |     |
| PROFESSIONAL STAMP | <div style="border: 1px solid black; height: 100px; width: 100%;"></div>   |             |     |           |  |  |  |     |      |             |    |   |          |           |     |
| ENGINEER           | TRENT TRAVIS SNARR, P.E.<br>VIRGINIA PROFESSIONAL ENGINEER<br>LICENSE #049978  |             |     |           |  |  |  |     |      |             |    |   |          |           |     |
| SHEET TITLE        | EQUIPMENT<br>DETAILS   |             |     |           |  |  |  |     |      |             |    |   |          |           |     |
| SHEET NUMBER       | D-3  |             |     |           |  |  |  |     |      |             |    |   |          |           |     |

## Two-lane Road - Stationary Closure

(Two Flagger Operation)



## Two-lane Road - Stationary Closure

### Notes:

1. Sign spacing: posted speed greater than 45 mph 500' – 800'; posted speed 45 mph or less 350' – 500'; see spacing of signs for urban use on page 6.
2. The cone transition length should be 50'- 100' in length.
3. **All flaggers shall be state certified and have their certification card in their possession when flagging.**
4. Flagging stations should be located with a desired clear site distance in advance of the flagger based on the maximum sign spacing listed in Note 1.
5. A shadow vehicle with at least one amber high intensity rotating, oscillating, strobe, or flashing light shall be parked 80'-120' in advance of the first work crew.
6. For length of the buffer, see Buffer Space Length Chart on page 14.

| Cone Spacing |          |         |
|--------------|----------|---------|
| Location     | 0-35 mph | 36+ mph |
| Transition   | 20'      | 40'     |
| Travelway    | 40'      | 80'     |

## Five Parts of a Temporary Traffic Control Zone

The temporary traffic control zone is the distance between the first advance warning sign and the point beyond the work area where the traffic is no longer affected. Above is a diagram showing the five parts of a temporary traffic control zone.

### Buffer Area

The length of a longitudinal buffer is determined by the posted speed limit and should be as shown in the chart below.

| Buffer Area Length Chart |                 |
|--------------------------|-----------------|
| Posted Speed (MPH)       | Distance (Feet) |
| 20                       | 115 - 125       |
| 25                       | 155 - 165       |
| 30                       | 200 - 210       |
| 35                       | 250 - 260       |
| 40                       | 305 - 325       |
| 45                       | 360 - 380       |
| 50                       | 425 - 445       |
| 55                       | 500 - 530       |
| 60                       | 570 - 600       |
| 65                       | 645 - 675       |
| 70                       | 730 - 760       |
| 75                       | 820 - 850       |

| APPLICANT          |  |             |     |  |  |     |      |             |    |   |          |           |     |
|--------------------|--|-------------|-----|--|--|-----|------|-------------|----|---|----------|-----------|-----|
| ENGINEER           | <br>NB+C ENGINEERING SERVICES, LLC.<br><small>6095 MARSHALEE DRIVE, SUITE 300<br/>ELK RIDGE, MD 21075<br/>(410) 712-7092</small>   |             |     |  |  |     |      |             |    |   |          |           |     |
| SITE INFORMATION   | NODE NAME:<br>CRAN_RWSH_PWILL_088B<br>FA#: 14858725<br>HUB FA #: 14695498<br><br>NEAR 201 MILL STREET<br>OCCOQUAN, VA 22192<br>TOWN OF OCCOQUAN  |             |     |  |  |     |      |             |    |   |          |           |     |
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| ENGINEER           | TRENT TRAVIS SNARR, P.E.<br>VIRGINIA PROFESSIONAL ENGINEER<br>LICENSE #049978  |             |     |  |  |     |      |             |    |   |          |           |     |
| SHEET TITLE        | TRAFFIC CONTROL PLAN   |             |     |  |  |     |      |             |    |   |          |           |     |
| SHEET NUMBER       | TCP-1  |             |     |  |  |     |      |             |    |   |          |           |     |

**ELECTRICAL LEGEND**

|  |                          |     |                            |
|--|--------------------------|-----|----------------------------|
|  | SAFETY DISCONNECT SWITCH | A   | AMPERE                     |
|  | PANEL BOARD              | C   | CONDUIT                    |
|  | KILOWATT HOUR METER      | EMT | ELECTRICAL METALLIC TUBING |
|  | TRANSFORMER              | G   | GROUND                     |
|  | CIRCUIT BREAKER          | GFI | GROUND FAULT INTERRUPTING  |
|  | ELECTRICAL WIRING        | KWH | KILOWATT HOUR              |
|  | TELCO WIRING             | MCB | MAIN CIRCUIT BREAKER       |
|  |                          | P   | POLE                       |
|  |                          | SW  | SWITCH                     |
|  |                          | V   | VOLT                       |
|  |                          | W   | WIRE                       |



NB+C ENGINEERING SERVICES, LLC.  
6095 MARSHALEE DRIVE, SUITE 300  
ELK RIDGE, MD 21075  
(410) 712-7082

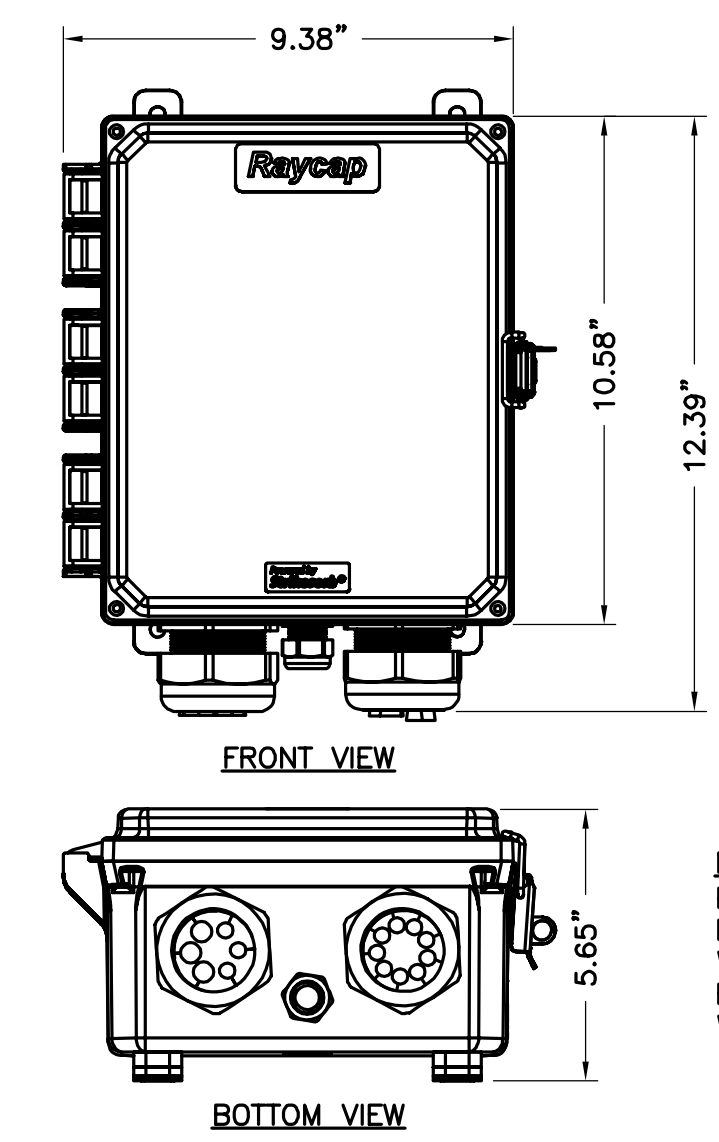
NODE NAME:  
CRAN\_RWSH\_PWILL\_088B  
FA#: 14858725  
HUB FA #: 14695498  
  
NEAR 201 MILL STREET  
OCCOQUAN, VA 22192  
TOWN OF OCCOQUAN

**REVISIONS**

| REV | DATE     | DESCRIPTION | BY  |
|-----|----------|-------------|-----|
| 0   | 04/29/19 | FINAL CDs   | DPB |

**ELECTRICAL RISER & DETAILS**

E-1



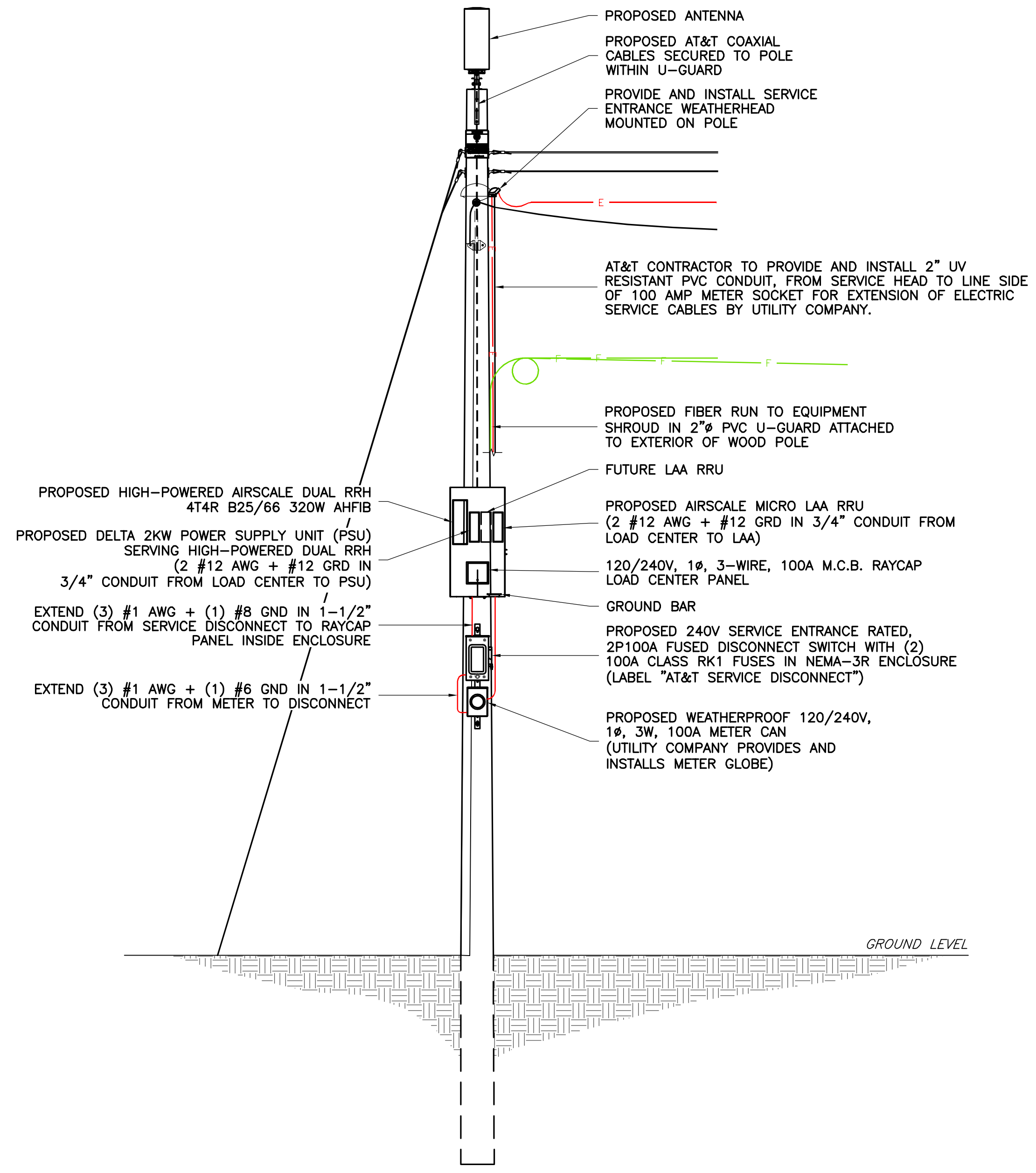
**MECHANICAL SPECIFICATIONS**  
PART#--RSCAC-9558-P-240-A  
LENGTH: 12.39 IN  
WIDTH: 9.38 IN  
HEIGHT: 5.65 IN  
WEIGHT: 8.00 LBS

2 RAYCAP LOAD CENTER PANEL DETAIL  
E-1 NTS

(PROPOSED) (NEMA 3R)

| RAYCAP PANEL                                  |   |   |           |     |                    |       |       |   |
|---|---|---|-----------|-----|--------------------|-------|-------|---|
| 120/240 VOLTS, 1Ø, 3 WIRE, 100 AMP MAIN M.C.B |   |   |           |     |                    |       |       |   |
|   | 1   | 2 | 3         | 4   | 5                  | 6     | 7     | 8 |
|   | 100   |   |           | 15  | 15                 | 15    | -     | - |
| DESCRIPTION                                   | MAIN  |   | DELTA PSU | LAA | SPARE (FUTURE RRH) | SPACE | SPACE |   |
| POWER LOAD:                                   | 1.50 KVA x 125% = 1.88 KVA<br>= 7.83 AMPS<br>@120/240V, 1Ø  |   |           |     |                    |       |       |   |
| 1.  | PANEL SHALL BE LOCKABLE.  |   |           |     |                    |       |       |   |
| 2.  | PANELBOARD SHALL BE EQUIPPED WITH A TYPEWRITTEN DIRECTORY, INDICATING PLAINLY WHAT EACH CIRCUIT OF THE PANEL CONTROLS. THIS SCHEDULE SHALL BE PLACED ON FRONT COVER OF PANEL. |   |           |     |                    |       |       |   |
| 3.  | CONTRACTOR SHALL PROVIDE AND INSTALL LABEL ON INSIDE COVER OF PANEL READING, "CONTACT AT&T AT 800-638-2822 PRIOR TO PERFORMING ANY MAINTENANCE OR REPAIRS ABOVE THIS POINT."  |   |           |     |                    |       |       |   |

3 RAYCAP LOAD CENTER PANEL SCHEDULE  
E-1 NTS



1 ELECTRICAL RISER DIAGRAM  
E-1 NTS



NB+C ENGINEERING SERVICES, LLC.  
6095 MARSHALEE DRIVE, SUITE 300  
ELKRIDGE, MD 21075  
(410) 712-7082

NODE NAME:  
CRAN\_RWSH\_PWILL\_088B  
FA#: 14858725  
HUB FA #: 14695498

NEAR 201 MILL STREET  
OCCOQUAN, VA 22192  
TOWN OF OCCOQUAN

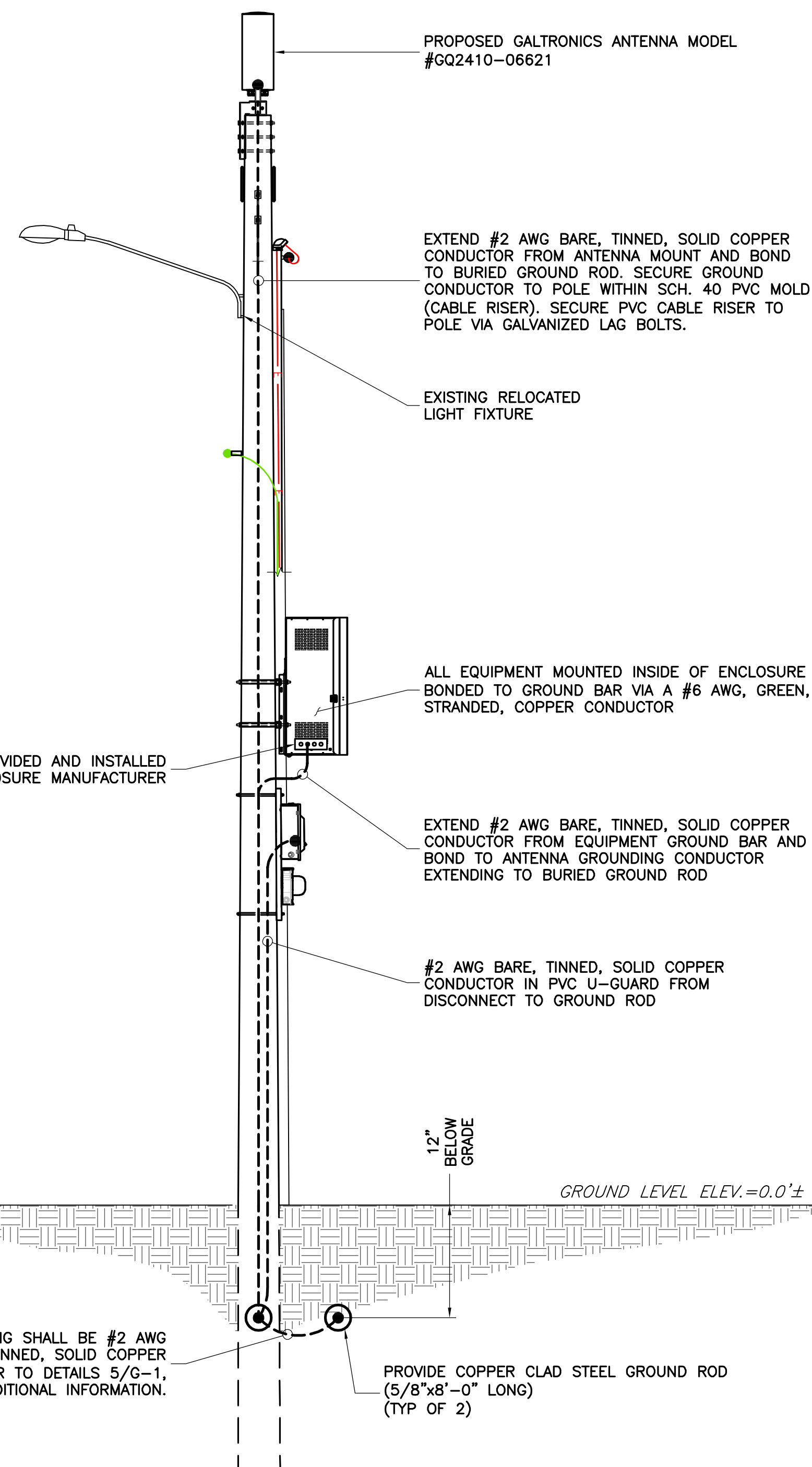
### REVISIONS

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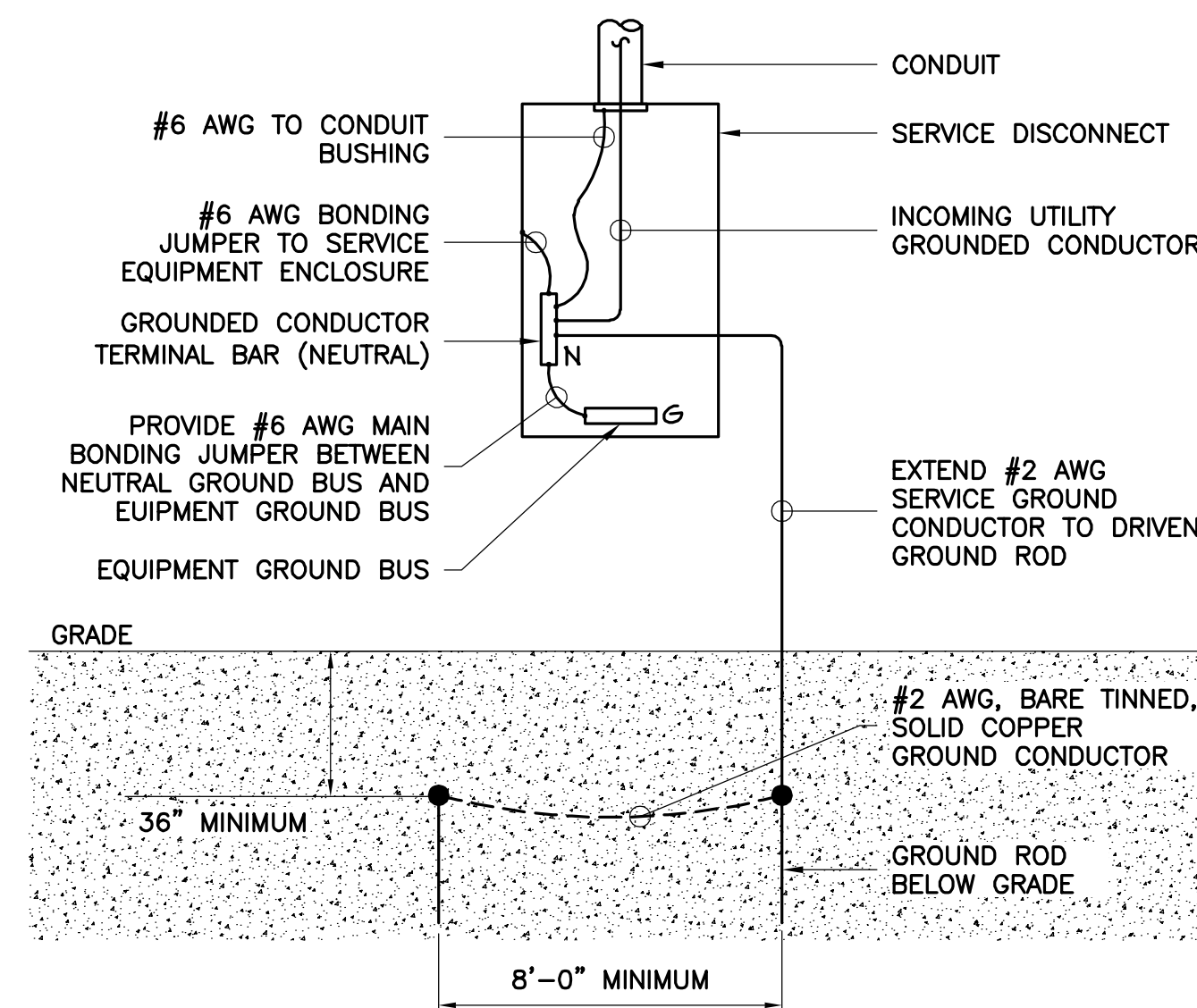
TRENT TRAVIS SNARR, P.E.  
VIRGINIA PROFESSIONAL ENGINEER  
LICENSE #049978

### GROUNDING DETAILS

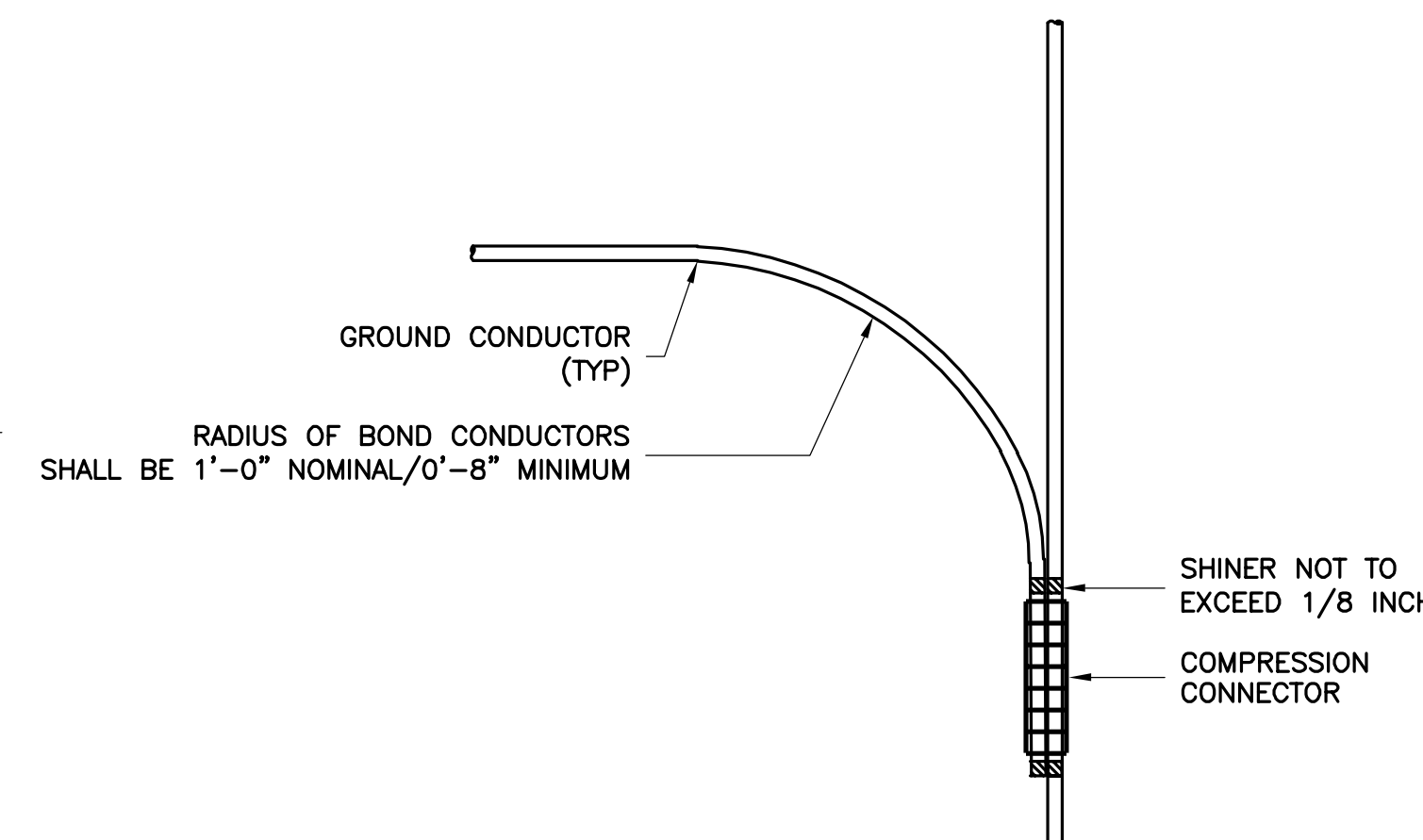
G-1



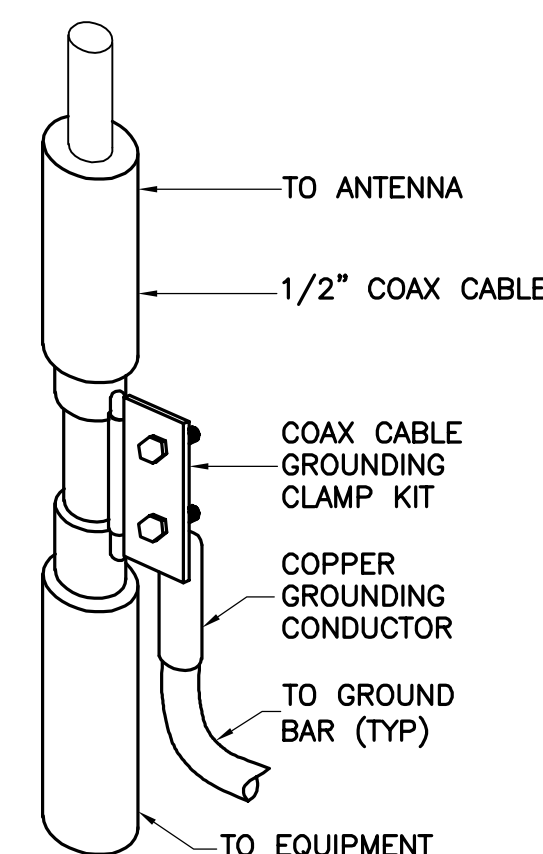
1 GROUNDING RISER DIAGRAM  
G-1 NOT TO SCALE



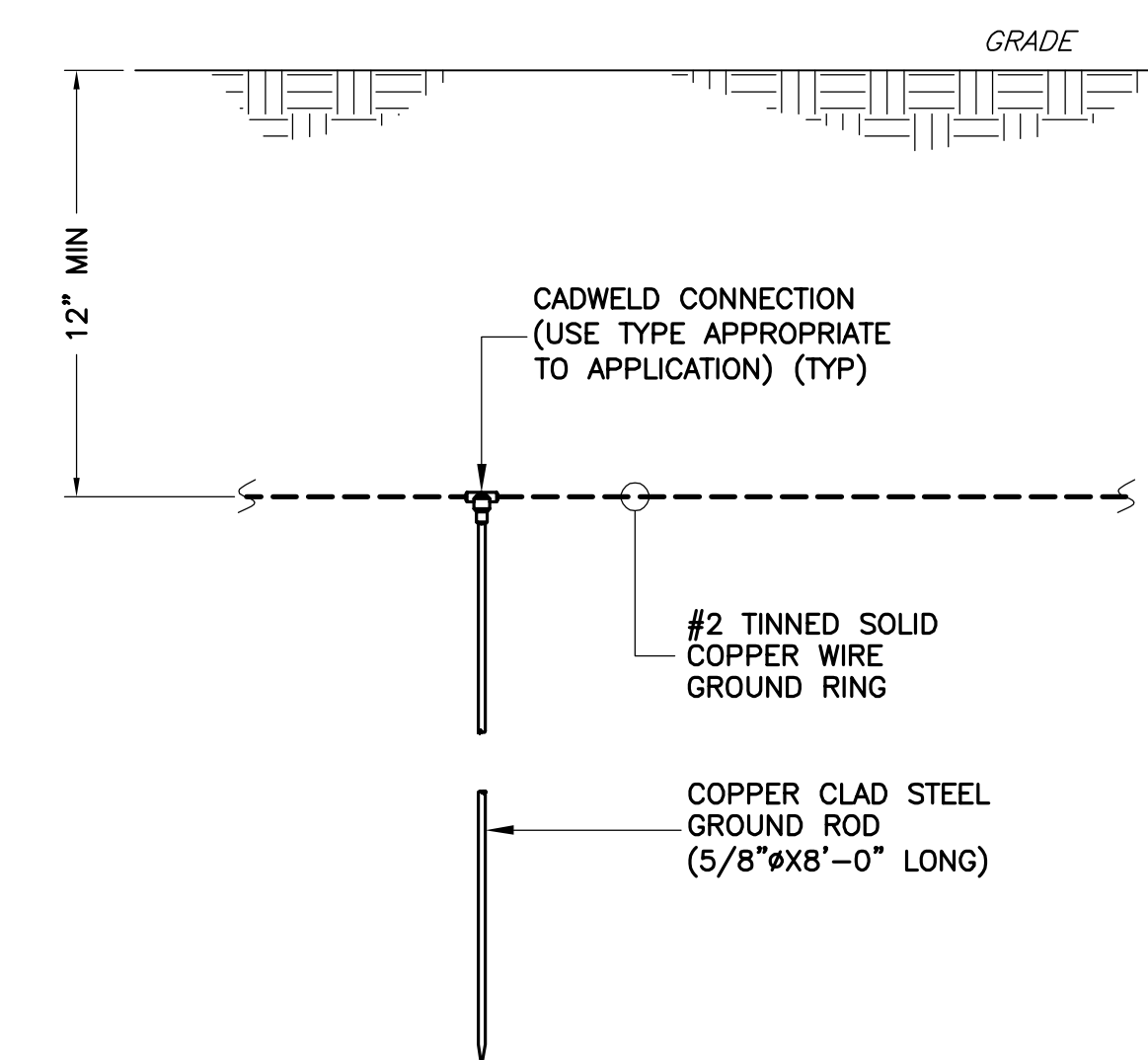
2 ELECTRIC SERVICE GROUNDING ELECTRODE  
G-1 NOT TO SCALE



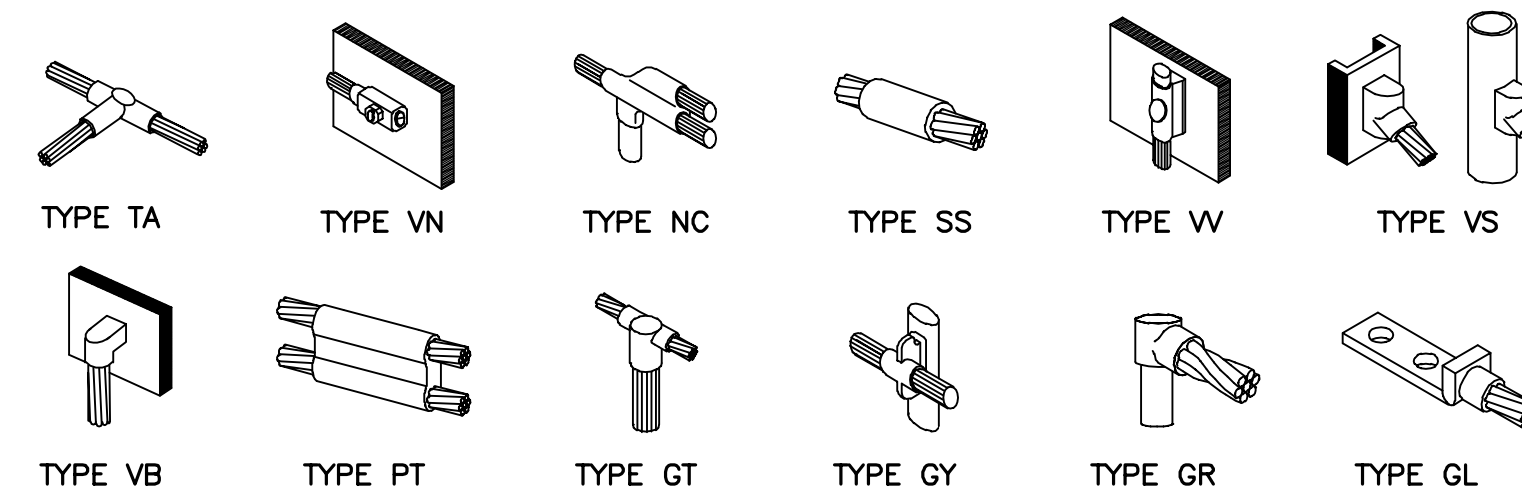
3 DIRECTIONAL SPLICE  
G-1 NOT TO SCALE



4 COAX CABLE GROUNDING  
G-1 NTS



5 TYPICAL GROUND ROD DETAIL  
G-1 NTS



6 CADWELD GROUNDING CONNECTION DETAILS  
G-1 NTS





# TOWN OF OCCOQUAN

Town Hall, 314 Mill Street, Occoquan, VA 22125  
www.occoquanva.gov | info@occoquanva.gov | (703) 491-1918

## ARCHITECTURAL REVIEW BOARD MEETING

**Tuesday, June 25, 2019  
7:30 PM**

### **TOWN HALL - 314 MILL STREET**

1. Citizen Comments
2. May 28, 2019 Meeting Minutes
3. Exterior Elevation Applications
  - a. ARB2019-001 - 201 Mill Street
  - b. ARB2019-002 - 303 Mill Street
4. Town Sign Inventory Presentation/Discussion
5. Town Code Discussion
6. Town Council Report
7. Planning Commission Report
8. Chair Report

Brenda Seefeldt  
Chair, Architectural Review Board



# TOWN OF OCCOQUAN ARCHITECTURAL REVIEW BOARD

## APPLICATION FOR EXTERIOR ELEVATIONS Commercial and Residential

Town of Occoquan  
Virginia  
MAY 06 2019  
RECEIVED

This application must be filed at Town Hall by **noon on the Wednesday** prior to the Architectural Review Board meeting, which is regularly scheduled on the fourth Tuesday of each month at 7:30 p.m. in Town Hall. The Board requires that actual paint color samples and product brochures (and a photograph of the structure if there is to be a change to the structure's exterior) accompany this form. Applicants are encouraged to refer to the Guidelines (Residential and Commercial) which are available for review at Town Hall and online at [www.occoquanva.gov](http://www.occoquanva.gov). The applicant or a representative must be present at the meeting, during which the ARB will review the application.

Name: AT&T C/O Harold Bernadzikowski

Mailing Address: 6095 Marshalee Dr Suite 300 Elkridge, MD 21075

Phone: ( 410 ) 712-7092 Date Submitted: \_\_\_\_\_

Project Address: Near 201 Mill St Occoquan, VA 22125

Work is scheduled to begin (date): 9/1/2019 (estimate)

### Roof and Roofing

Pitch: \_\_\_\_\_ Material: \_\_\_\_\_ Color: \_\_\_\_\_

### Dormers

Pitch: \_\_\_\_\_ Material: \_\_\_\_\_ Color: \_\_\_\_\_

### Windows

Dimensions: \_\_\_\_\_ Window Placement: \_\_\_\_\_

Grid Pattern/Color: \_\_\_\_\_ Grid Profile: \_\_\_\_\_

Shutter Color: \_\_\_\_\_ Trim Paint Color: \_\_\_\_\_

**Material(s)**

Brick, stucco, siding, etc.: \_\_\_\_\_

Color(s): \_\_\_\_\_ Pattern: \_\_\_\_\_

Mortar Color: \_\_\_\_\_ Joint Pattern: \_\_\_\_\_

**Doorway(s)**

Design/Pattern: \_\_\_\_\_

Column Size: \_\_\_\_\_ Porch Post(s) Size: \_\_\_\_\_

Spindle Design: \_\_\_\_\_ Color(s): \_\_\_\_\_

Light Fixtures (color/style/placement): \_\_\_\_\_

**Fences, walls, decks**

Material(s) (wood, brick, stucco, etc.): \_\_\_\_\_

Color(s): \_\_\_\_\_

Pattern: \_\_\_\_\_

Decorative Trim and/or Hardware: \_\_\_\_\_

Mortar Color: \_\_\_\_\_ Joint Pattern: \_\_\_\_\_

For new construction or alteration of structure, attach nine copies of scale drawings of the proposal. For new construction, attach a schematic showing building in relation to neighboring buildings.

~~Landscape~~ Design Plan Attached? Yes  No



\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Chair, Architectural Review Board

Date Submitted: 5/3/2019 \_\_\_\_\_

Date Approved: \_\_\_\_\_

**TOWN USE ONLY**

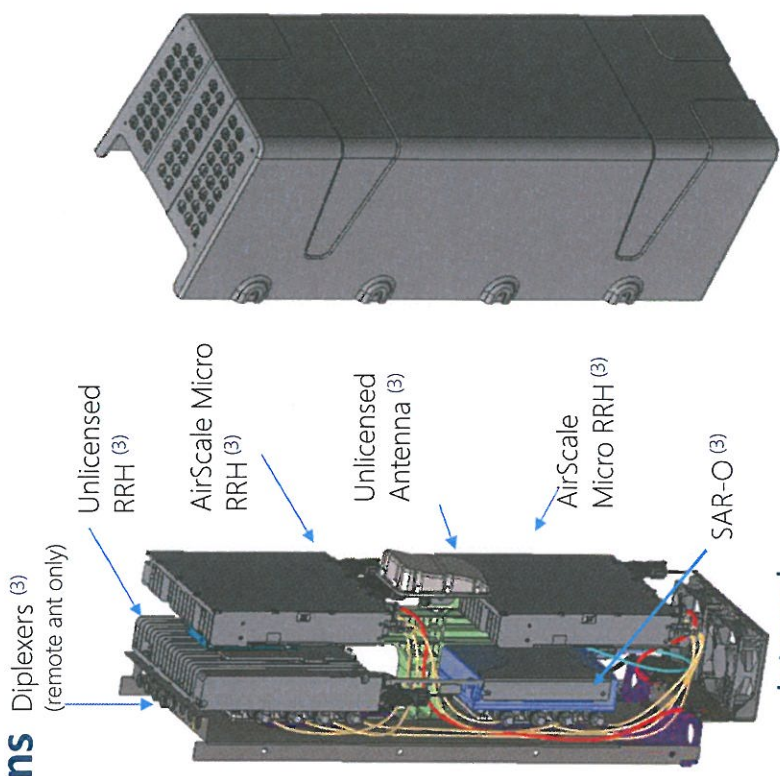
Check No.: <sup>019</sup> 38920

Cash Receipt No.: \_\_\_\_\_

Application Fee: \$10

# +1Gig AirScale Micro RRH Enclosure (FMWM) Specifications

| Specification                     | Details   |
|-----------------------------------|---|
| <b>FMWM</b>                       | <ul style="list-style-type: none"> <li>• Holds up to three AirScale Micro RRH Wall, and wood or metal pole mountable</li> <li>• Shroud made with Makrolon 6657 Polycarbonate (paintable)</li> <li>• AC and DC Power Options</li> <li>• External Antenna Option                             <ul style="list-style-type: none"> <li>• Diplexers enclosed within the unit</li> <li>• 8 External RF Ports</li> </ul> </li> <li>• Internal Antenna Option                             <ul style="list-style-type: none"> <li>• Direct mount antenna for licensed RRH</li> <li>• Dedicated antenna for unlicensed RRH</li> </ul> </li> <li>• Redundant Fans for cooling                             <ul style="list-style-type: none"> <li>• ~38dBA under normal operation</li> </ul> </li> </ul> |
| Overall Dimensions                | Height: 940 mm (37 in.)<br>Width: 313 mm (12.3 in.)<br>Depth: 305 mm (12.0 in.)<br>Actual Volume Displacement: 84.1L (2.97 ft³)   |
| Weight <sup>(1)</sup>             | Enclosure (FMWM BOM) Only: ~12.7 kg (28 lbs.)<br>w/ internal electronics (no remote ant.) ~38.9 kg (85.5 lbs.)  |
| Operating Temperature             | -40 to +55 C  |
| Housed Electronics <sup>(3)</sup> | 2x AirScale Micro RRH (licensed)<br>1x AirScale Micro RRH (LAA)**<br>1x Unlicensed (LAA) Antenna <sup>(2)</sup><br>1 x WDM 7705 SAR-O<br>2 x Diplexers (remote antenna configuration)   |



## External View

<sup>(1)</sup> Maximum weights listed w/ remote antenna configuration (e.g. incl. diplexers) and three RRH

<sup>(2)</sup> LAA RRH + antenna can be replaced by third licensed RRH when utilizing a remote antenna

<sup>(3)</sup> These items are separately ordered and not included in FMWM BOM



May 3<sup>rd</sup>, 2019

Town of Occoquan  
Architectural Review Board  
314 Mill St Occoquan, VA 22125

**Re: AT&T Hub FA: 14695498**  
**Near 201 Mill Street**  
**Town of Occoquan**

**To Whom It May Concern:**

AT&T is proposing to install telecommunications equipment on an existing wood utility pole within the town, near 201 Mill Street. The proposed installation will attach the following equipment to the pole along with ancillary cabling:

- (1) Galtronics GQ2410-06621 Painted Brown, mounted to top of wood pole with mounting bracket
- (1) Nokia PICO Equipment shroud on a standoff mount to conceal the following: Nokia Micro RRHB66 Airscale RRU, Nokia Micro LAA Airscale RRU, and Nokia Micro B25 AirScale RRU inside enclosure.

The proposed installation will have minimal visual impact upon the surrounding area. Provided with this letter are specifications for the proposed telecommunications equipment.

Thank you,



**Tessia Knight**

*Land Use Associate*

**NETWORK BUILDING + CONSULTING**

6095 Marshalee Dr. | Suite 300 | Elkridge MD | 21075  
P 410.712.7092 ex.1086 | M 240.481.8461

**2' Pseudo Omni 10-Port Canister Antenna [1695-2360, 3550-3700 and 5150-5925 MHz]**

**GQ2410-06621**

**Description:**

- Pseudo Omni Canister Antenna for Outdoor DAS and Small Cells.
- 4x ports for AWS/PCS/WCS Band 1695-2360 MHz
- 4x ports for CBRS Band 3550-3700 MHz
- 2x ports for U-NII Band 5150-5925 MHz\*



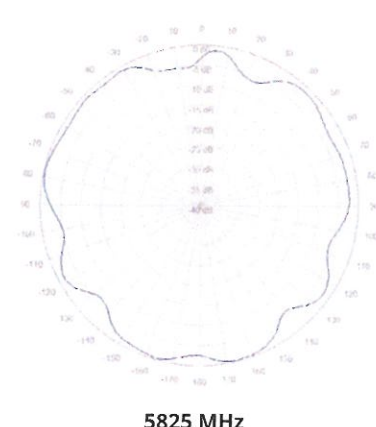
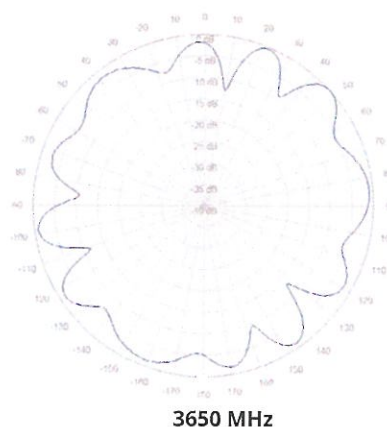
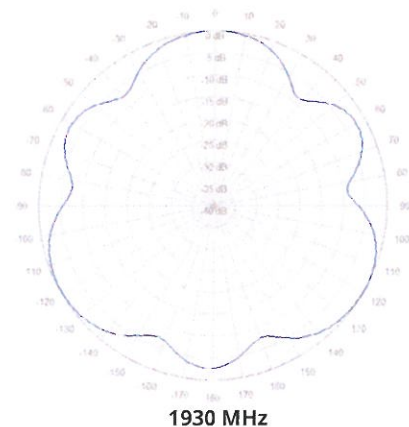
1695-2360, 3550-3700 and 5150-5925 MHz  
Pseudo Omni Canister Antenna

\*Compliant to 789033 D02 General U-NII Test Procedures New Rules v01r04: The antenna meets current U-NII-1 requirements for gain and upper side-lobe performance. Guidelines for Compliance Testing of Unlicensed National Information

**Electrical Specifications**

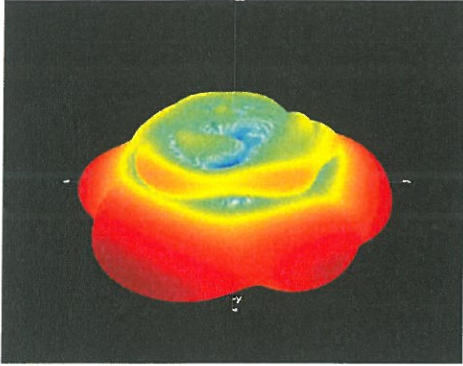
| Frequency Band [MHz]    | 1695-2180             | 2305-2360 | 3550-3700     | 5150-5925     |
|-------------------------|-----------------------|-----------|---------------|---------------|
| Input Connector Type    | 4x 4.3-10 (F)         |           | 4x 4.3-10 (F) | 2x 4.3-10 (F) |
| Isolation (Typ.)        | 20 dB                 |           |               |               |
| VSWR/Return Loss (Typ.) | 1.5:1 / 14.0 dB       |           |               |               |
| Impedance               | 50 Ω                  |           |               |               |
| Polarization            | Dual slant 45° (±45°) |           |               |               |
| Horizontal Beamwidth    | Omni (360°)           |           |               |               |
| Vertical Beamwidth      | 19°                   | 15.4°     | 18.7°         | 23.0°         |
| Max. Gain               | 8.9 dBi               | 8.3 dBi   | 8.0 dBi       | 5.5 dBi       |
| Avg. Gain               | 7.7 dBi               | 7.9 dBi   | 7.6 dBi       | 4.7 dBi       |
| Downtilt                | 0° Fixed              |           |               |               |
| Max Power / Port        | 100 Watts             |           | 50 Watts      | 1 Watt        |
| PIM @ 2x43 dBm          | <-153 dBc             |           | N/A           | N/A           |

**2D Antenna Patterns**

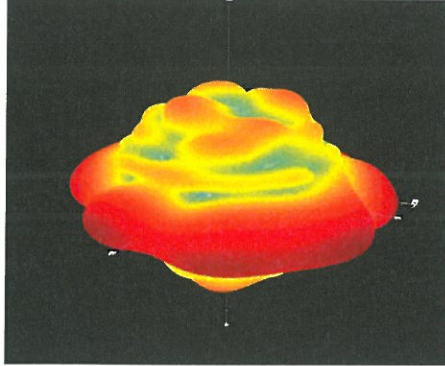


Release Date: May 15, 2018; Revision: 1.0 : RFD#06621

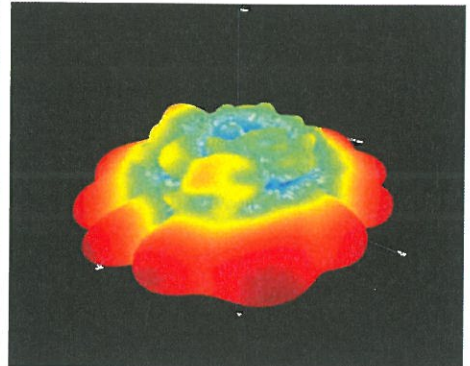
## 3D Antenna Patterns



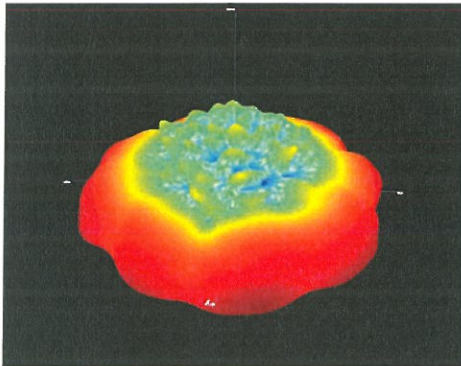
1950 MHz



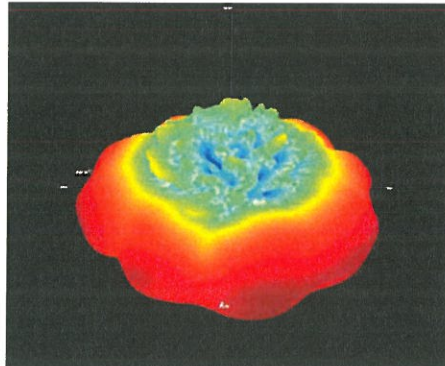
2315 MHz



3650 MHz



5250 MHz



5825 MHz

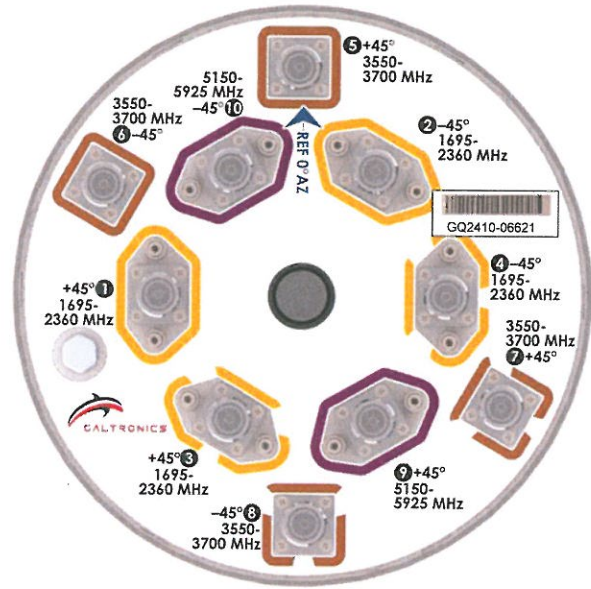
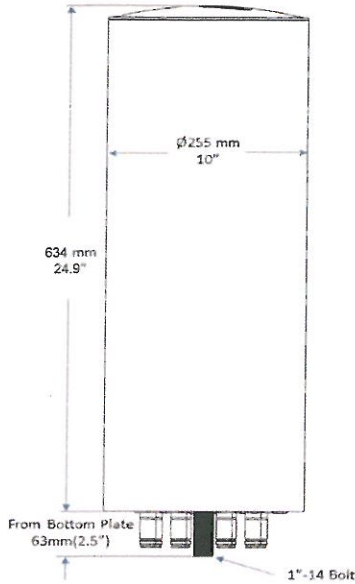


**GALTRONICS**

WE'RE MAKING WAVES™  
A BAYLIN TECHNOLOGIES COMPANY

**Additional Technical Information**

**Mechanical Dimensions**



**Mechanical Specifications**

|  |                                      |
|--|--------------------------------------|
| <b>Operating Temperature</b>                 | -40° to 158°F (-40° to +70°C)        |
| <b>Antenna Weight</b>                        | 16.3 lbs (7.4 kg)                    |
| <b>Antenna Dimension (Diameter x Height)</b> | 10.0" (255 mm) x 24.9" (634 mm)      |
| <b>Radome Material</b>                       | ASA                                  |
| <b>Radome Color</b>                          | Gray, Brown, Black, 3M™ Conceal Film |
| <b>Ingress Protection</b>                    | Outdoor (IP65)                       |
| <b>Wind Survival Rating</b>                  | 150 mph (241 km/h)                   |

**Part Numbers, Ordering Options**

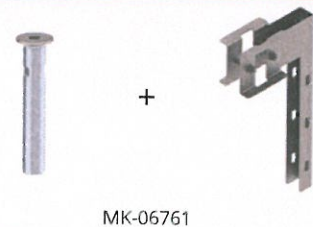
| Description:  | Part Number:     |
|---|------------------|
| Antenna with 10x 4.3-10(F) Connectors, Gray   | GQ2410-06621-111 |
| Antenna with 10x 4.3-10(F) Connectors, Brown  | GQ2410-06621-611 |
| Antenna with 10x 4.3-10(F) Connectors, Black  | GQ2410-06621-B11 |
| Antenna with 10x 4.3-10(F) Connectors, Chrome (3M™ Conceal Film)                        | GQ2410-06621-C11 |
| Antenna with 10x 4.3-10(F) Connectors, Gray (including MK-06761 mounting kit assembly)  | GQ2410-06621-112 |
| Antenna with 10x 4.3-10(F) Connectors, Brown (including MK-06761 mounting kit assembly) | GQ2410-06621-612 |
| Antenna with 10x 4.3-10(F) Connectors, Black (including MK-06761 mounting kit assembly) | GQ2410-06621-B12 |

**Mounting Bracket(s):**

**Mounting Kit Assembly, Canister, Pole Top (wind speed of 150 mph)**

The assembly kit includes a 1" Mount Rod Adapter (MK-06678: universal interface for pole top installation) and a Pole Top Mounting Bracket (MK-06679: a bracket base attached directly to wood, metal and cement poles).

**Note:** 1" Rod Adapter (MK-06678) and Pole Top Mounting Bracket (MK-06679) may be ordered separately.



MK-06761

**Mating Connector Torque:**

4.3-10: 3.7 ft-lb (5 Nm)

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Release Date: May 15, 2018; Revision: 1.0 : RFD#06621



## **ARB Meeting Notes - June 25, 2019**

Meeting called to order by Brenda Seefeldt at 7:31 pm.

In Attendance: Brenda Seefeldt, Laurie Holloway, Lori Domenech, Carol Bailey, Darryl Hawkins, Ryan Dillard, Doug Kastens; Jonathan Torres unexcused absent

Town Staff in attendance: Kathy Leidich, Chris Coon, Luke Seigfried (intern)

No citizen comments

Minutes from May 28, 2019 meeting: A motion was made by Laurie to approve; Darryl 2nd, Approved as written (note correction: Laurie Holloway was in attendance)

### **Exterior Elevation Applications:**

A. ARB2019-001 - 201 Mill St. - AT&T wireless communications antenna installation. Existing wooden pole which is owned by Dominion Power will be replaced by another of the same size/height. A 24.9" Canister would be affixed to the top of the pole. There would also be a meter attached to the pole approximately 8' from the ground. The canister is to be painted brown to match the pole and minimize impact.

ARB was reminded that our task is to approve materials and color, The Council is responsible for overall approval of other aspects. A motion was made by Lori D to approve; Doug 2nd; approved unanimously.

B. ARB2019-002 - 303 Mill Street - change of exterior paint colors. New paint colors proposed are: McCormick Paint - Kingston Clay (taupe) for the siding, Putty Hill (lighter taupe) for trim, and Potomac (dark gray/green) for shutters. A motion was made by Carol to approve; Laurie 2nd; approved unanimously.

### **Town Sign Inventory Presentation/Discussion:**

A slide show was prepared by town staff to show all signs in Occoquan, followed by staff recommendations for changes, repairs, removal, or replacement.

Chris C. suggested the ARB have input into font choices for any new signs in order to create consistency. It was suggested by the ARB that street name signs be changed to a more historic style, keeping the brown color currently being used. It was also suggested that new signs omit the town emblem or make it smaller, except for major entrance or information signs, and to use a uniform color blue for all town signs,

ARB also agreed with staff to change the information boards to blue with white trim rather than the raw wood.

### **Town Code Discussion:**

Brenda reviewed the areas for discussion of temporary seasonal displays, stringed lighting, yard signs, and illegal banners. Town Manager brought up some discrepancies in the code which makes enforcement difficult, particularly regarding stringed lights and the removal of illegal

banners. The ARB was informed that even though the code says the Town has authority to remove illegal signs, the attorney advises that Town does not have that authority.

It was recommended that ARB members read through the following sections of town code to consider how to clarify the temporary seasonal display issue: 157.121 (a) 21 and 157.304 (b) 4. Chris C. suggested specifying dates (e.g., Nov. 1-Jan. 15 or 30) for holiday lights/decorations, etc. Brenda would like for the ARB to write the start of the new ordinance for temporary seasonal displays at the next meeting.

Brenda asked that town council and staff look into ways to enforce codes including consequences (penalties, fines, etc.) for infractions. Staff said they would speak with the town attorney. She pointed out again that there are multiple violations currently in evidence.

Laurie thanked staff for pursuing banner removals requested at the May meeting. It was agreed that this discussion would continue at the next ARB meeting.

9:45 pm adjournment

**Town of Occoquan, Virginia**  
**Notice of Public Hearing and Invitation to Bid on a Non-Exclusive Franchise for**  
**Telecommunications Equipment**

**Notice** is hereby given pursuant to §§ 15.2-1800 and 15.2-2100 of the Code of Virginia, as amended, that the Council of the Town of Occoquan, Virginia, a Municipal Corporation of the Commonwealth of Virginia, proposes a non-exclusive franchise to permit use of public rights of way within the corporate limits of the Town of Occoquan, Virginia, for location and operation of telecommunications equipment on new or existing utility poles for a term of ten years with up to three renewal terms of five years each, and invites (i) public comment and (ii) bids thereon. Bids shall be in writing and delivered to Town Council, 314 Mill Street, Occoquan, Virginia 22125 no later than August 4, 2020 at 7:00 p.m., local time, in open session of Council to the presiding officer of Council. A copy of the full text of the ordinance is on file in the Office of the Town Clerk, 314 Mill Street, Occoquan, Virginia.

If multiple bids are submitted, the Town Council will refer them to the Town Manager for a recommendation based on the interests of the Town. Town Council may make other investigations of bidders as it sees fit. The Town reserves the right to reject any and all bids.

Run dates: July 23 and July 30



**TOWN OF OCCOQUAN**  
**TOWN COUNCIL MEETING**  
Agenda Communication

**10. Regular Business**

**Meeting Date:** August 4, 2020

**10 b: Vote on Appeal of Architectural Review Board Denial of Certificate of Appropriateness**

**Explanation and Summary:**

On May 17, 2020, the owners of 430 Mill Street submitted an application to the ARB for a Certificate of Appropriateness for a fence constructed on the property. The ARB considered the matter at its June 23, 2020 meeting, but did not render a decision. At a meeting on July 7, 2020, the ARB denied the issuance of a Certificate of Appropriateness by a vote of 1-4 with one member voting to issue the Certificate. In accordance with Town Code §157.181, the property owners have appealed the decision to the Town Council. The advertisements for the required public hearing ran July 23 and July 30. This action is for consideration of the appeal.

**Cost and Financing:** N/A

**Account Number:** N/A

**Proposed/Suggested Motion:**

“I move to approve the issuance of a Certificate of Appropriateness for the fence at 430 Mill Street as requested by the applicant.”

OR

“I move to deny a Certificate of Appropriateness to the applicant.”

OR

“I move to approve the issuance of a Certificate of Appropriateness for the fence at 430 Mill Street provided the applicant agrees to the following conditions:

\_\_\_\_\_.”

OR

Other action Council deems appropriate.

**Attachments:** Original application of the property owner  
Draft minutes of the June 23, 2020 ARB meeting  
Submission by the property owner to the ARB for its July 7 meeting  
Draft minutes of the ARB meeting of July 7  
Denial letter of the ARB  
Appeal of the property owner to the Town Council  
Notice of public hearing



Town of Occoquan  
Virginia  
MAY 19 2020  
RECEIVED

# TOWN OF OCCOQUAN ARCHITECTURAL REVIEW BOARD

## APPLICATION FOR EXTERIOR ELEVATIONS Commercial and Residential

This application must be filed at Town Hall by **noon on the Wednesday** prior to the Architectural Review Board meeting, which is regularly scheduled on the fourth Tuesday of each month at 7:30 p.m. in Town Hall. The Board requires that actual paint color samples and product brochures (and a photograph of the structure if there is to be a change to the structure's exterior) accompany this form. Applicants are encouraged to refer to the Guidelines (Residential and Commercial) which are available for review at Town Hall and online at [www.occoquanva.gov](http://www.occoquanva.gov). The applicant or a representative must be present at the meeting, during which the ARB will review the application.

Name: Christopher & Jillian Kiely

Mailing Address: 71 Stonewall Court, Yorktown Heights, NY 10598

Phone: (202 ) 290-4335 Date Submitted: May 17, 2020

Project Address: 430 Mill St, Occoquan, VA 22125

Work is scheduled to begin (date): \_\_\_\_\_

### Roof and Roofing

Pitch: \_\_\_\_\_ Material: \_\_\_\_\_ Color: \_\_\_\_\_

### Dormers

Pitch: \_\_\_\_\_ Material: \_\_\_\_\_ Color: \_\_\_\_\_

### Windows

Dimensions: \_\_\_\_\_ Window Placement: \_\_\_\_\_

Grid Pattern/Color: \_\_\_\_\_ Grid Profile: \_\_\_\_\_

Shutter Color: \_\_\_\_\_ Trim Paint Color: \_\_\_\_\_

**Material(s)**

Brick, stucco, siding, etc.: \_\_\_\_\_

Color(s): \_\_\_\_\_ Pattern: \_\_\_\_\_

Mortar Color: \_\_\_\_\_ Joint Pattern: \_\_\_\_\_

**Doorway(s)**

Design/Pattern: \_\_\_\_\_

Column Size: \_\_\_\_\_ Porch Post(s) Size: \_\_\_\_\_

Spindle Design: \_\_\_\_\_ Color(s): \_\_\_\_\_

Light Fixtures (color/style/placement): \_\_\_\_\_

**Fences, walls, decks**

Material(s) (wood, brick, stucco, etc.): natural wood fence

Color(s): natural wood - same color as Occoquan Park "LOVE" sign and planters

Pattern: simple vertical slats

Decorative Trim and/or Hardware: N/A

Mortar Color: N/A Joint Pattern: N/A

For new construction or alteration of structure, attach nine copies of scale drawings of the proposal. For new construction, attach a schematic showing building in relation to neighboring buildings.

Landscape Design Plan Attached? Yes  No

  
\_\_\_\_\_  
**Applicant's Signature**

\_\_\_\_\_  
**Chair, Architectural Review Board**

Date Submitted: May 17, 2020

Date Approved: \_\_\_\_\_

|                        |                         |
|------------------------|-------------------------|
| <b>TOWN USE ONLY</b>   |                         |
| Check No.: <u>1118</u> | Cash Receipt No.: _____ |
| Application Fee: \$10  |                         |



## ARB Meeting Notes – June 23, 2020

1. Meeting called to order by Brenda Seefeldt at 7:30 pm.

**In Attendance:** Brenda Seefeldt, Laurie Holloway, Lori Domenech, Carol Bailey, Darryl Hawkins, and Jonathan Torres. \*Doug Kastens attended remotely via Zoom

Excused absence: Ryan Dillard

\* As there was a quorum without Doug Kastens, it was decided that he would not vote.

Town Staff in attendance: Katy Nicholson

2. No citizen comments
3. **Approval of Minutes** from February 25, 2020 meeting: Laurie Holloway moved to approve; Lori Domenech 2nd; *Approved*
4. **Exterior Elevation Applications**
  - A) 305 Mill Street - Paint Application  
Lori Domenech moved to approve, Laurie Holloway 2<sup>nd</sup>; *Approved*
  - B) 430 Mill Street - Tabled as applicants were not present. Town Clerk will ask the applicant some questions such as erosion issues related to the fence which has already been installed without ARB approval.
5. **Town Council Report** – Laurie Holloway reported that the town budget was passed with no tax increase.
  - \$94,000 was received in grant money relief from Prince William County for Covid-19.
  - An account of \$30,000 was set up to help local businesses. The businesses can apply for funds in order to keep operating. Julie Little is heading up that program.
  - The Town passed a noise ordinance based on Prince William’s ordinance.
6. **Planning Commission Report** – Darryl Hawkins also discussed the noise ordinance which is being reviewed and revised to better suit needs of the town.
  - A significant change was made in the town maintenance policy. The Police Department will now oversee public works issues in cooperation with Bucky.
  - Beautification projects are still pending
7. **Chair Report** – New sign ordinances is still under review by Planning Commission, delayed due to pandemic.

Adjourned - 8:00 pm

Meeting Notes prepared by Lori Domenech



ARB Ask to be read aloud as neither my wife nor I have time to attend.

“Of all tyrannies, a tyranny sincerely exercised for the good of its victims may be the most oppressive. It would be better to live under robber barons than under omnipotent moral busybodies. The robber baron's cruelty may sometimes sleep, his cupidity may at some point be satiated; but those who torment us for our own good will torment us without end for they do so with the approval of their own conscience.”

— **C. S. Lewis**

"Which is better - to be ruled by one tyrant three thousand miles away or by three thousand tyrants one mile away?"

**-Mather Byles**

The Occoquan of history is not the Occoquan of your imagination. Occoquan was crossroads and industrial town. Occoquan would have smelled of horse manure, of rotting fish, of heavy coal. It would have been dirty, muddy, and unattractive. The fences were cheap, sparse and utilitarian. The real Occoquan of the past was not Pinterest worthy. The ARB has, and continues to turn Occoquan into a fake Disneyfied version of itself. If you have questions about the real Occoquan, I would consult Mayor Porta who has delved as deep as any into the topic.

The 4th of July just having past, I ask that the members of the ARB reflect on their position and duties. While you may think that your job is to protect or preserve history in Occoquan, in most cases it is the exact opposite.

The ARB is a history *prevention* organization. Had the Dogue natives had a board to oversee and preserve the history of Occoquan, Rockledge would never have been built as it was not in keeping with the architectural style. Your position is to *prevent* any new, interesting or unusual architecture from being built in Occoquan. The ratchet of government control over every aspect of our lives rotates in one direction. It has gotten to the point that anything that is not mandated is forbidden.

In recent weeks, petty busybodies have finally been recognized for what they are, and the effect they have on their fellow citizens. When you send armed men to police the selling of loose cigarettes or other such minor transgressions, on occasion a citizen ends up paying the ultimate price. The first, last and only recourse for achieving your objectives should not be a law.

If architecture meets with your preconceived notions of what an idealized fictional past Occouquan might have been, it will be approved. If it does not meet with your vision, it will be denied. Think of what this means. A fellow American Citizen wants to build something on her own land, and you tell her she is not permitted. These are not actions of fellow citizens. Fellow citizens talk, encourage, dissuade, ask. Tyrants force. Make no mistake, your actions are force - backed up by men with guns.

Every 4th of July I ask friends and family to name something in the 'Land of the Free' that isn't taxed or regulated. To date, I haven't found anything. I am embarrassed and ashamed that we have fallen so far from our ideals as Americans that one citizen would use the law to browbeat another and to impose their will by force instead of persuasion. None of you have come to talk to me. None of you have invited me to talk about architecture over a beer or coffee. These would be the actions of neighbors instead of tyrants.

We post pictures of service members associated with Occouquan throughout the town as a remembrance of what they have done to win and preserve liberty- do you think this is what they fought for? I ask that you maintain some dignity and respect for yourselves as citizens instead of tyrants. Take a stand for freedom. Make a statement. I ask that you resign your posts and recommend to the Town Council abolish the ARB in favor of freedom. Ask yourselves this: did you ever think as a kid that you would be the kind of person who would get self satisfaction from bossing people around? Instead of criticizing others architectural choices, build something yourself. Make your own statement about what Occouquan should be, and let that statement be a town who unapologetically supports freedom. Freedom is messy. It is sometimes ugly, loud, and uncomfortable, but only by granting our fellow neighbors freedom can we have it in turn.

As for this meeting, I believe it to violate the open meetings act. I do not have time to prepare or attend, nor is this letter a validation of this meeting. Suffice it to say that the exposed structural nature of the fence already has ARB approval and is not your concern. Nor is how, why, how tall, for what purpose or how much “grace” is in the application. Further the style has been used by the Town Council, and is found in historical pictures of Occoquan.

Chris Kiely

## DRAFT Minutes ARB Special Meeting – July 7, 2020

1. Called to order at 6:31

In attendance: Brenda Seefeldt, Laurie Holloway, Lori Domenech, Darryl Hawkins, Carol Bailey  
Excused Absence: Doug Kastens, Ryan Dillard, Johnathan Torres

2. Exterior Elevation Application
  - A. ARB2020-005 - 430 Mill Street - Fence Application

The applicant submitted a written statement which was given to each ARB member to read, though it was not read aloud.

ARB members were asked to consider the following Town Codes in order to make a decision on the application:

1. Town Code section 33.49 (I) “vote and announce its decision on any matter properly before if not later than 14 days after the conclusion of the hearing on the matter unless time is extended by mutual agreement between the Board and the applicant”
2. Town Code section 157.175 (7) The extent to which the building or structure will promote the general welfare by:
  - a) Preserving and protecting historic places and areas;
  - b) Maintaining and increasing real estate value;
  - c) Generating business;
  - d) Creating new positions;
  - e) Attracting tourists, students, writers, historians, artists and artisans, and new residents;
  - f) Encouraging study of and interest in American history;
  - g) Stimulating interest in and study of architecture and design;
  - h) Educating citizens in American culture and heritage; and
  - i) Making the town a more attractive and desirable place in which to live.

The Town Attorney read the section of the Design Guidelines pertaining to fences.

### Fences and Walls

If fences and walls are to be used as screens or accent elements, the design, colors, and choice of materials shall be consistent with the design and materials of the building. Landscaping can be used in conjunction with these structures to strengthen their screening properties. Chain link, stockade, bamboo, and snow fencing are not considered appropriate.

Discussion was had on stockade, snow and chain-link fences not being allowed. Design, color and choice is governed by ARB.

There was discussion regarding the question of whether the fence complements the building it is paired with and if it is consistent with the design or materials used in the buildings. Also discussed was whether the fence was erected for privacy, safety or screening. There was some question as to whether the fence that was installed should be considered stockade in style.

The original site plan indicated that there would be a stairway going from the new construction to the Rockledge property indicating an opening through which Rockledge could be viewed. The fence as built blocks that view.

Laurie Holloway asked the town Attorney if it mattered that the fence was already installed. It does not.

ARB members were instructed that if approval was denied, reasons for denial would need to be stated. Those reasons would have to be consistent with existing regulations.

Questions to be considered in deciding whether to approve:

- a) Is the fence "stockade"? It has vertical slats but not pointed tops on slats.
- b) Does the fence obstruct the view of Rockledge?
- c) Are materials consistent with the rest of the project?

The applicant was not in attendance to answer questions. Town code does not specifically require attendance. The applicant asked the ARB to make a decision on his application in his absence although his signed application indicated that he must be present.

A Motion was made by Brenda Seefeldt; do we approve this application despite the unanswered questions (see above). Carol Bailey 2nd.

Votes:

Lori Domenech - No

Laurie Holloway - Aye

Darryl Hawkins -No

Carol Bailey - No

Brenda Seefeldt - No

Meeting adjourned 7:02 pm

Date: July 8, 2020

To: Kathy Leidich, Town Manager  
Earnie Porta, Mayor  
Town Council

From: Brenda Seefeldt, ARB Chair

Subject: Denial of ARB2020-005

On July 7, 2020, a quorum of the Architectural Review Board denied the application.

The ARB met on this application June 23, 2020 and then again on July 7, 2020. The ARB has many questions about this application and no answers have ever been presented by the applicant.

The reasons for denial are threefold:

1. According to the Design Guidelines:

#### Fences and Walls

If fences and walls are to be used as screens or accent elements, the design, colors, and choice of materials shall be consistent with the design and materials of the building. Landscaping can be used in conjunction with these structures to strengthen their screening properties. Chain link, stockade, bamboo, and snow fencing are not considered appropriate.

Doing a simple search on HomeDepot.com, this fence (which has already been installed) looks like a stockade fence. According to the architect member of the ARB, this is also a stockade fence.

2. There were questions whether the choice of materials of the already installed fence were consistent with the design and materials of the building. The buildings have many high-end features while the fence is generic.
3. The installed fence blocks the view of Rockledge Mansion, one of the historical points of Occoquan and one of the most photographed and painted views of all of Occoquan. The original plans included a view of Rockledge Mansion between the two homes complete with stairs and landscaping. This fence blocks all views. I include the part of the Town Code that asks the ARB to consider these things. What is bolded is what I consider pertinent to this application.

157.179 MATTERS TO BE CONSIDERED BY THE BOARD.

(B) The Board shall consider the following in passing upon the appropriateness of architectural features:

(1) Exterior architectural features, including all signs that are subject to public view from a public street, way, or place;

(2) **General design and arrangement;**

(3) Texture, material, and color;

(4) The relation of the factors in division (B) (1) through (B) (3) above, to similar features of the buildings and structures in the immediate surroundings;

(5) **The extent to which the building or structure would be in harmony with the old and historic aspect of the surroundings;**

(6) In the case of a building to be razed, a primary consideration will be the extent to which its continued existence would tend to protect irreplaceable historic places and preserve the general historic atmosphere of the town; and

(7) The extent to which the building or structure will promote the general welfare by:

(a) **Preserving and protecting historic places and areas;**

(b) Maintaining and increasing real estate value;

(c) Generating business;

(d) Creating new positions;

(e) **Attracting tourists, students, writers, historians, artists and artisans,** and new residents;

(f) **Encouraging study of and interest in American history;**

(g) **Stimulating interest in and study of architecture and design;**

(h) **Educating citizens in American culture and heritage;**

and

(i) Making the town a more attractive and desirable place in which to live.

Brenda Seefeldt  
Chair, Architectural Review Board

ARB de-fence Appeal  
Chris Kiely  
430 Mill st

While appealing the decision of the ARB, I retain the right to bring the issue before the Circuit Court. The Town believes that the fence has been denied their Orwellian "Certificate of Appropriateness". As the timeline for each process are in parallel, one must appeal by both venues to preserve each right.

Appeal:

The ARB is woefully ignorant both in their assigned duties, responsibilities, as well as limitations under the town code, they are also ignorant of history and frankly, reality. They imagine a Pinterest past and determined to create a Disney fantasy future.

Occoquan was an industrial town, and would have smelled of manure, rotting fish, and heavy coal. Buildings and fences were cheap, utilitarian and not designed for aesthetics. This is the real Occoquan. The attached pictures of the town's banner across the street are just a few examples showing the same type of fence as constructed on my property, which are also installed throughout town.

I believe the ARB should be disbanded as they are history preventers rather than history preservers. Failing that, the ARB needs to be reined in - back to reality. There should be term limits for ARB members, a palate of pre-approved colors and styles and types of structures (fences, buildings, lighting and the like) that do not require prior restraint. ARB members should be picked periodically at random from the town citizens - and asked to participate. The current system self-selects the worst busybodies by its nature.

As for the ARB members, one member is operating under an alias, at least one is friends with the owner of Rockledge and one promoted a professional business at Rockledge. These issues were not disclosed before the vote, nor adjudicated by the other board members as required by law. Further, the members of the board have features of their individual properties that violate the Code and the ARB guidelines. If the members have any honor, they will remove these violations. An example is a cactus at the chairman's house which is a non-native species. I have no problem whatsoever with any citizen of Occoquan keeping cactus plants (or doing any other thing they please with their own property) but it is grossly hypocritical to point the finger at others while flaunting the law at the same time. These are not my rules, and I don't force anyone against their will with them, these are your rules.

Rules that pit neighbor against neighbor.

Lastly, the ARB chairman blatantly lied on multiple occasions during the discussion to influence the votes of the other members.

The "denial" letter that was sent bears very little resemblance to the recording of the events. I invite the members of the board to listen to what was said, and then read the letter that was sent. For example:

"What is bolded is what / consider pertinent to this application"



Note the “I” in this sentence. This letter is a personal statement by one member of the board and is not representative of the board’s meeting. The chairman purports the chairman’s point of view as the most important, indeed the only view that matters.

As for the “questions” the ARB brought up:

1) Stockade fence: The town attorney read the definition of a stockade fence, and a member brought up a second definition of a stockade fence, neither of which fit my fence. Stockade fences have pointed pickets (for example the Jamestown fortification).

2) Fence Materials inconsistent with building materials:

The buildings are made from stone, brick and copper. Building a structure of these materials would be called a “wall” not a fence. A fence is required by the code. Further, guests at Rockledge have use my property as a dump, throwing cigarette butts, liquor bottles, whole flats of cupcakes and innumerable other objects over the property line. Also, any car that pulls up can look through our bedroom windows.

3) “Blocks the view of Rockledge”

This is a stunningly ignorant and incompetent statement by the chairman.

Firstly, the chairman approved the original application which includes a tree in the spot between the buildings which will block any view that the fence did not. One could be excused as lazy for not preparing for the meeting by looking up the pertinent facts, but for the chairman who approved of the tree not to know is incompetence on top of laziness.

Second, the entirety of historic Rockledge can be seen from Mill st.

Further, the ARB is specifically prohibited from addressing the blocking of the view of Rockledge under section § 157.179 “Matters to be Considered by the Board” “The Board shall not consider the..... *relative size* of the building or structure”

Lastly, in defense of my.....fence.... the materials, structure and color of the fence are the same as the Town used in the park “LOVE” display. See also below historical examples of the use of the type of the fence in the town, shown in the town’s own banner display.





**Town of Occoquan, Virginia**  
**Notice of Public Hearing on an Appeal of Architectural Review Board**  
**Denial of a Certificate of Appropriateness**

**Notice** is hereby given pursuant to Town Code § 157.181 that the Council of the Town of Occoquan, Virginia, a Municipal Corporation of the Commonwealth of Virginia, will hold a hearing on an appeal from the Town of Occoquan Architectural Review Board (ARB) regarding denial of a Certificate of Appropriateness (COA) on an Exterior Elevation Application (ARB2020-005) for 430 Mill Street in the Town of Occoquan, specifically for a fence along the Rockledge property boundary. The hearing before the Town Council will take place on Tuesday, August 4, 2020, at 7:00 p.m. at the Occoquan Town Hall, 413 Mill Street, Occoquan, VA, during the regularly scheduled council meeting. Copies of the application and ARB denial may be examined at that location.

Run dates: July 23 and July 30



**TOWN OF OCCOQUAN**  
**TOWN COUNCIL MEETING**  
Agenda Communication

|  |                                     |
|--|-------------------------------------|
| <b>10. Regular Business</b>                  | <b>Meeting Date:</b> August 4, 2020 |
| <b>10 c: Vistas at Occoquan Bond Release</b> |                                     |

**Explanation and Summary:**

D.R. Horton executed an agreement for maintenance and posted a 1 year maintenance bond to cover the costs of potential failed landscaping for the Vistas at Occoquan. The maintenance bond was posted in 2017 in the amount of \$4,974.50. On April 15, 2020, the Town Zoning Administrator filed a report indicating that the terms of the agreement had been met and recommending release of the landscape maintenance bond. This action would release the cash bond and return the amount of \$4,974.50 to the applicant.

**Cost and Financing:** N/A

**Account Number:** N/A

**Proposed/Suggested Motion:**

“I move to release the cash bond for the Vistas at Occoquan related to potential failed landscaping and return the sum of \$4,974.50 to the applicant.”

OR

Other action Council deems appropriate.



# TOWN OF OCCOQUAN

*Circa 1734 • Chartered 1804 • Incorporated 1874*  
314 Mill Street • PO Box 195 • Occoquan, Virginia 22125  
(703) 491-1918 • Fax (571) 398-5016 • info@occoquanva.gov  
www.occoquanva.gov

**TOWN COUNCIL**  
Earnest W. Porta, Jr., Mayor  
Patrick A. Sivigny, Vice Mayor  
J. Matthew Dawson  
Cindy Fithian  
Laurie Holloway  
Eliot Perkins

**TOWN MANAGER**  
Kathleen R. Leidich, AICP

## STAFF REPORT TOWN OF OCCOQUAN VISTAS AT OCCOQUAN

Applicant: DR Horton

Prepared by: Ned A. Marshall

Date: April 15, 2020

### PART I

#### A. EXECUTIVE SUMMARY

1. The applicant executed an Agreement for maintenance and posted a 1 year maintenance bond to cover the costs of potential failed landscaping. The maintenance bond was posted in the amount of \$4,974.50.

#### B. DESCRIPTION OF PETITION

The Applicant requests the release of the currently posted landscape maintenance bond.

#### C. APPLICABLE REGULATIONS

1. § 156.068 Improvements (J) (2) Maintenance Bond

### PART II

#### A. ANALYSIS OF EXISTING CONDITIONS

1. Lot Area - ±0.97 acres
2. Location - East side of Ellicott Street, north of Union Street
3. Buildings/Structures - 8 Townhouse units, Zoned R-3
4. Access - Ellicott Street
5. As-Built Status – Approved by Town Council May 5, 2017
6. Surety Status – Site is in conformance with approved plans.
7. Landscaping – The landscaping was confirmed to be in conformance with the approved plans.

PART III

**STAFF CONCLUSIONS**

Landscaping has been placed in general accordance with the approved site plan. (with a generally accepted plant substitution).

I recommend the release of the landscape maintenance bond.

**PREPARED BY:** Ned A. Marshall, Zoning Administrator  
**DATE PREPARED:** April 15, 2020

cc: File  
Kathleen Leidich, Town Manager, Town of Occoquan

TOWN OF OCCOQUAN  
 314 MILL STREET  
 DRH Inc. Controlled Disb Acct.

Check Number 0415406  
 Date 05/11/17

Stub 1 of 1

1445727

| PO Numb | Invoice Number         | Subdv Lot# | Lot Address                  | Cost Cde | Legal Desc | Gross    | Deductions | Amount Paid |
|---------|------------------------|------------|------------------------------|----------|------------|----------|------------|-------------|
|         | VISTASATOCOCOQUA 44096 |            | Vistas @ Occoquan-TH-PW Coun |          |            | 4,974.50 |            | 4,974.50    |
|         |                        |            |                              |          |            | 4,974.50 |            | 4,974.50    |

THIS CHECK IS PRINTED IN RED AND BLUE INK ON THE FACE ON CHEMICAL AND BLEACH REACTIVE PAPER WITH INVISIBLE FLUORESCENT FIBERS AND BASKETWEAVE ON BACK MP



DRH Inc. Controlled Disb Acct.  
 301 Commerce Street, Suite 500  
 Fort Worth, TX 76102

Controlled Disbursement  
 Wells Fargo Bank, N.A.  
 Van Wert, OH

Check Number 415406

56-1553  
 412  
 1445727

| Date     | Amount          |
|----------|-----------------|
| 05/11/17 | \$*****4,974.50 |

Void after 6 months from date of issue

Pay FOUR THOUSAND NINE HUNDRED SEVENTY FOUR AND 50/100 \*\*\*\*\*

To to the  
 Order Of: TOWN OF OCCOQUAN  
 314 MILL STREET  
 P O BOX 195  
 OCCOQUAN VA 22125

*D. L. Horton*

⑈00415406⑈ ⑆041203824⑆ 9639481879⑈



**TOWN OF OCCOQUAN**  
 314 Mill Street, P. O. Box 195, Occoquan, Virginia 22125  
 703-491-1918 • 703-491-4962 (Fax)



**CASH BOND**  
 (for follow-on Maintenance Agreement)

|  |   |             |           |       |
|--|---|-------------|-----------|-------|
| <b>OBLIGOR</b><br>Legal name(s)                                    | D.R. Horton, Inc.<br>(hereinafter called "Obligor")                 |             |           |       |
| <b>OBLIGEE</b>   | <u>Town of Occoquan</u><br>(hereinafter called "Obligee" or "Town") |             |           |       |
| <b>APPROVED PLAN NAME</b>  | Vistas at Occoquan<br>(hereinafter called "Approved Plan")          |             |           |       |
| <b>PLAN NUMBER</b>   | 8393-64-3014-R00-S04  |             |           |       |
| <b>AGREEMENT DATE</b><br>(Maintenance Agreement Date)              | _____   |             |           |       |
| <b>PERFORMANCE DATE</b><br>(Maintenance Agreement Expiration Date) | _____   |             |           |       |
| <b>AMOUNT OF CASH BOND</b>   | (In U.S. Dollars)   |             |           |       |
|  | Million(s)  | Thousand(s) | Dollar(s) | Cents |
|  |   | 4           | 974       | 50    |

WHEREAS, Obligor previously executed a Performance Agreement with the Town (check **ONLY ONE** per form) for:

- SITE/SUBDIVISION IMPROVEMENTS
- EROSION AND SEDIMENT CONTROL
- LANDSCAPING
- STORM WATER MANAGEMENT
- LAND-DISTURBING ACTIVITY EXCEEDING AN AREA OF 2,500 SF AND LESS THAN 1 ACRE (INCLUDING SINGLE-FAMILY RESIDENCES)

requiring installation of all facilities and improvements shown on the Approved Plan and;

WHEREAS, Obligor desires to post a bond, in cash, to secure performance of the terms and conditions of a follow-on Maintenance Agreement; and

WHEREAS, the Performance Bond is being released contemporaneously with execution of this Cash Bond and the follow-on Maintenance Agreement of even date with this Cash Bond;

NOW, THEREFORE, Obligor and the Town as Obligee, hereby agree as follows:

1. The Town acknowledges receipt of the cash bond amount of Four-Thousand, Nine Hundred-Seventy Four Dollars & 50/100 (\$ 4,974.50), to be invested, held and applied in accordance with the terms of this Cash Bond.

2. Obligor is held and firmly bound to the Town in the sum written above in lawful money of the United States of America, and deposits said cash as security for Obligor's performance of the Maintenance Agreement identified above. Whereof Obligor binds itself, heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by this Cash Bond.

3. Town shall deposit said sum in an interest-bearing account in an institution insured by FDIC or FSLIC for the term of the Maintenance Agreement and any approved extensions thereof, provided that the principal sum may be reduced and refunded to Obligor in accordance with state law.

4. If the Obligor defaults in the performance of all or any part of the obligations of the Maintenance Agreement, the Town's designated agent for performance agreement compliance ("Designated Agent") shall give written notice of same to Obligor, specifying the items of breach. Notice expressly given under this paragraph shall terminate whatever rights Obligor may have to perform further work under the Maintenance Agreement.

5. In the event of default by the Obligor as defined in paragraph 1 of the Maintenance Agreement of even date with this Cash Bond, the Town shall apply the Cash Bond and any accrued interest to completion of work required by the Maintenance Agreement. Any funds remaining after completion shall be returned to Obligor in accordance with state law. If the Cash Bond funds are not sufficient to complete the work, the Town may recover the deficiency from the Obligor.

6. Any notice required hereunder shall be deemed effective if given by registered mail, return receipt requested, to Obligor in the name and at the address given below. Any notice to the Town shall be so given to **Town of Occoquan, Attn: Town Clerk, 314 Mill Street, P. O. Box 195, Occoquan, Virginia 22125**, or subsequent address, notice of which is given as provided herein.

**NO FURTHER TEXT ON THIS PAGE  
SIGNATURE PAGES FOLLOW**

IN WITNESS of which the parties have signed and sealed this Cash Bond.

This Cash Bond shall be signed by an authorized individual(s) with legal authority to bind the organization signed for, such as Partners of a Partnership or Joint Venture, President or Vice President of a Corporation and Member or Manager of a Limited Liability Company. For any person signing in a representative capacity (e.g., an attorney-in-fact), notarized evidence of authority must be furnished.

**OBLIGOR**

**Type of Organization:**  
(e.g., Corporation, Partnership, Limited Liability Company, etc.) Corporation

**State of Incorporation:** Delaware

**Legal Name:** DR Horton, Inc.

**Address:** 1356 Beverly Road, Suite 300 McLean, Virginia 22101

**By:** \_\_\_\_\_ **Its:** Vice President  
*Signature* *Title*

**Print Name:** Patrick J. Williams **Telephone No.:** 1 (571) 723-0838

**Obligor's E-Mail:** LEWorthington@drhorton.com

**ACKNOWLEDGMENT OF OBLIGOR**

STATE OF Virginia

COUNTY OF Fairfax: to wit:

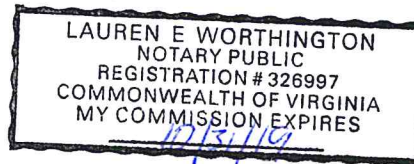
The foregoing instrument was acknowledged before me this 10th day of May

20 17, by Patrick J. Williams  
(Name of Person Signing Above)

Lauren E. Worthington  
Notary Public

My Commission expires: 10/31/19

Notary I.D. Number: 326997



Maintenance Bond No.: \_\_\_\_\_  
Page 4 of 4

**OBLIGEE**

Town of Occoquan

By: \_\_\_\_\_ Its: \_\_\_\_\_  
*Signature* *Title*

**ACKNOWLEDGMENT OF OBLIGEE**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_: to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by

\_\_\_\_\_  
*(Name of Person Signing Above)*

\_\_\_\_\_  
Notary Public My Commission expires: \_\_\_\_\_

Notary I.D. Number: \_\_\_\_\_

APPROVED AS TO FORM  
TOWN ATTORNEY  
\_\_\_\_\_



**TOWN OF OCCOQUAN  
MAINTENANCE AGREEMENT**  
[Use With Applicable Maintenance Bond Form]

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between D.R. Horton, Inc. \_\_\_\_\_, a Delaware corporation \_\_\_\_\_ hereinafter called DEVELOPER, and the Town of Occoquan, hereinafter called TOWN.

**WITNESSETH:**

WHEREAS, in consideration of the Town’s approval of Developer’s subdivision plat, site plan or construction plan for a project known as Vistas At Occoquan, having Plan Number 8393-64-3014-R00-S04 (the “**Approved Plan**”), Developer, pursuant to the following Performance Agreement, agreed to install and maintain certain improvements as required by Policies and Ordinances of the Town:

\_\_\_\_\_ [Performance Agreement Name]  
Landscape Agreement  
\_\_\_\_\_ [Performance Agreement Bond No.]  
259266

WHEREAS, pursuant to the aforesaid Performance Agreement, Developer further agreed to provide a subsequent maintenance bond (if required by the Town), upon release of the bond securing such Performance Agreement; and

WHEREAS, the Town has determined that a subsequent maintenance bond is required to ensure the continued maintenance of the improvements installed pursuant to the Performance Agreement identified above; and

WHEREAS, the Town has determined the cost of said maintenance to be \$ 4,974.50;

NOW, THEREFORE, for and in consideration of the foregoing premises and the following terms and conditions, and in further consideration of the release of the bond securing the Performance Agreement identified hereinabove, such performance bond to be released contemporaneously with the execution of this Maintenance Agreement and a Maintenance Bond in the form of [check **ONE** (must be Cash Bond if this Maintenance Agreement is a follow-on to a Landscaping Performance Agreement)]:

- Cash Bond
- Surety Bond
- Letter of Credit

Developer, its heirs, personal representatives, assigns or other successors in interest, agrees to maintain all the improvements and facilities shown on the Approved Plan for a period of 12 months from the date hereof and the parties further agree as follows:

1. Developer shall properly maintain the improvements provided for on the Approved Plan, or any revision thereof. Default shall be deemed to have occurred on the part of Developer if Developer fails to maintain the improvements, or if the Town determines that such improvements are not installed, have been removed, or are otherwise in need of maintenance, repair or re-installation; or if required landscaping has died or is in distress; or if, in the judgment of the Town, the Developer has (a) abandoned the performance of its obligations under the Maintenance Agreement; or (b) renounced or repudiated its obligations under the Maintenance Agreement; or (c) clearly demonstrated through insolvency, or otherwise, that its obligations under the Maintenance Agreement cannot be fulfilled. If Developer defaults, the Town shall give written notice of same to Developer, specifying

the items of breach. Notice so given shall terminate whatever rights Developer may have to perform further work under this Maintenance Agreement and the Town shall have the right to enter upon the property and install, repair or maintain such improvements or do such other work as may be necessary.

2. If the Town performs work of any nature, including administrative costs, labor, use of equipment, and materials, under the provisions of paragraph 1 above, the Town can draw from the Maintenance Bond such sum or sums as may be supported by invoice attached to such demand. If the bond funds are not sufficient to cover such costs, the Town may recover the deficiency from the Developer.
3. If the Town must undertake collection efforts under this Maintenance Agreement, Developer shall be liable for all costs of collection, including a reasonable attorney's fee, administrative costs, and expert witness fees.
4. It is expressly agreed by all parties hereto that it is the purpose and intent of this Maintenance Agreement to ensure the good condition and proper maintenance of improvements provided for on the Approved Plan or revisions thereof.
5. In any action or proceeding initiated in connection with this Maintenance Agreement or any bond securing it, venue shall be the County of Prince William, Commonwealth of Virginia.
6. If any provision of this Maintenance Agreement is determined to be void or unenforceable by a court of competent jurisdiction, all other provisions herein shall remain effective.

**NO FURTHER TEXT ON THIS PAGE  
SIGNATURE PAGES FOLLOW**

IN WITNESS of which the parties have signed and sealed this Agreement.

**DEVELOPER**

This document shall be signed by an authorized person(s). Individuals who have the authority to bind an organization are Partners of a Partnership or Joint Venture, President or Vice President of a Corporation and Member or Manager of a Limited Liability Company. For any person signing in a representative capacity (e.g., an attorney-in-fact), notarized evidence of authority must be furnished.

Type of Organization: \_\_\_\_\_ Corporation (SEAL)  
(e.g., Corporation, Partnership, Limited Liability Company, etc.)

Legal Name: D.R. Horton, Inc.

Address: 1356 Beverly Road, Suite 300

BY  its Vice President  
Signature Title

Print Name: Patrick J. Williams Telephone No.: (571) 723-0838

Principal's Email Address: LEWorthington@drhorton.com

**ACKNOWLEDGEMENT OF DEVELOPER**


STATE OF Virginia:

COUNTY OF Fairfax: to wit:

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of May,

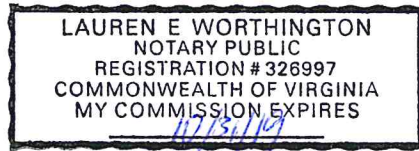
20 17, by Patrick J. Williams.

(Name of Person Signing Above)

  
Notary Public

My Commission Expires: 10/31/19

Notary I.D. Number: 326997



Maintenance Bond No.: \_\_\_\_\_

**TOWN OF OCCOQUAN, VIRGINIA**

By:

\_\_\_\_\_ Its: \_\_\_\_\_  
*(Signature)* *(Title)*

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ to wit: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_  
*(Name of person signing above.)*

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_ Notary I.D. Number: \_\_\_\_\_

APPROVED AS TO FORM  
TOWN ATTORNEY  
\_\_\_\_\_





**TOWN OF OCCOQUAN**  
**TOWN COUNCIL MEETING**  
Agenda Communication

|  |                                     |
|--|-------------------------------------|
| <b>10. Regular Business</b>                    | <b>Meeting Date:</b> August 4, 2020 |
| <b>10 d: Zoning Administrator Appointments</b> |                                     |

**Explanation and Summary:**

The Town's current Zoning Administrator, Ned Marshall, is retiring in September and has provided notice that he will be resigning as Zoning Administrator August 31, 2020. Legacy Engineering, which currently serves as the Town's Engineer, has offered to provide this service as their existing rate of \$180 per hour, which is a reduction from the rate the Town currently pays for these services. This action would appoint Sara R. Fila of Legacy Engineering as Zoning Administrator and reappoint Bruce Reese of Legacy Engineering as Deputy Zoning Administrator.

**Cost and Financing:** N/A

**Account Number:** N/A

**Proposed/Suggested Motion:**

"I move to appoint Sara R. Fila as Zoning Administrator."

AND

"I move to reappoint Bruce Reese as Deputy Zoning Administrator."

OR

Other action Council deems appropriate.

July 21, 2020

Earnest W. Porta, Jr., Mayor  
Town of Occoquan  
314 Mill Street  
PO Box 195  
Occoquan, Virginia 22125

Dear Mayor Porta:

Effective August 31, 2020, I am resigning my position as Zoning Administrator.

It has been a pleasure to serve the Town of Occoquan.

Sincerely,



Ned A. Marshall



July 23, 2020

Via email: [EPorta@occoquanva.gov](mailto:EPorta@occoquanva.gov)

Mayor Earnie W. Porta, Jr.  
Town of Occoquan  
314 Mill Street  
P.O. Box 195  
Occoquan, VA 22125

Re: Zoning Administrator

Dear Mayor Porta;

In light of Mr. Ned Marshall's impending retirement, eliminating the Town's Zoning Administrator, I would like to suggest that until a more permanent solution is introduced and vetted, Sara R. Fila, PE be named the Zoning Administrator. I would continue as a Deputy Zoning Administrator in cases where Sara was not immediately available, and as a general back-up.

This option would fill the position while alternatives could be considered. Sara has over 15 years of land development and zoning experience and would be well suited as the interim Zoning Administrator. This option also allows for a smooth transition following Ned's departure, permitting me to assist Sara as needed with historic perspective.

I am happy to answer any question or discuss further.

Sincerely,

LEGACY ENGINEERING, PC

Bruce A. Reese, PE, LS  
Executive Vice President



**TOWN OF OCCOQUAN**  
**TOWN COUNCIL MEETING**  
Agenda Communication

**10. Regular Business**

**Meeting Date:** August 4, 2020

**10 e: Retention of Quist & Associates, LLC for Accounting Consulting Services**

**Explanation and Summary:**

The Town wishes to again contract with Quist & Associates, LLC to provide accounting consulting services to the Town Treasurer as outlined in the attached engagement letter and draft contract. The rate for such services is \$90 per hour and the contract will run through June 30, 2021. Funds are budgeted in FY 2021 for this purpose. The contract has been reviewed by the Town attorney.

**Cost and Financing:** N/A

**Account Number:** N/A

**Proposed/Suggested Motion:**

“I move to authorize the Mayor to sign the engagement letter and contract to retain Quist & Associates, LLC, for accounting consulting services.”

OR

Other action Council deems appropriate.

**QUIST & ASSOCIATES, LLC**  
**P.O. BOX 372**  
**OCOCOQUAN, VA 22125**

---

July 28, 2020

Town of Occoquan  
Attn: Mayor Earnie Porta, JD, PhD  
314 Mill Street  
PO Box 195  
Occoquan, VA 22125

Dear Mayor Porta,

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide to the Town of Occoquan.

We will provide the following services through June 30, 2021:

1. Assist Treasurer with monthly/quarterly closing
2. Suggest adjusting journal entries
3. Assist in preparation of audit fieldwork schedules
4. Assist Treasurer and Town Manager in development of standard operating procedures
5. Assist in creation of a professional development program (suggested training/coursework, etc.)
6. Other consulting services, as needed

Our engagement is limited to the period and the services indicated above. We will not audit or review your financial statements, or any other accounting documents and information you provide, in accordance with generally accepted auditing standards. Accordingly, we ask that you not in any manner refer to this as an audit or review. Nor will we otherwise verify the data you submit for accuracy or completeness. Rather, we will rely on the accuracy and completeness of the documents and information you provide to us. Accordingly, our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. However, it may be necessary to ask you for clarification of some of the information you provide, and we will inform you of any errors, fraud or other illegal acts that come to our attention, unless they are clearly inconsequential. In addition, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal controls as part of this engagement, and our engagement cannot, therefore, be relied upon to make disclosure of such matters.

You are responsible for adopting sound accounting policies, for maintaining an adequate and efficient accounting system, for safeguarding assets, for authorizing transactions, for retaining supporting documentation for those transactions, and for devising a system of internal controls that will, among other

things, help assure the preparation of proper financial statements. Furthermore, you are responsible for management decisions and functions, for designating a competent employee to oversee any of the services we provide, and for evaluating the adequacy and results of those services.

For purposes of entry of the financial information from your basic transaction documents, classification according to the agreed-upon chart of accounts will be performed by you or your employees. As business conditions change, we may mutually agree to change/modify this arrangement.

For the period of the engagement, our fees will be billed at the rate of \$90.00 per hour. Invoices will be generated on or around the 5<sup>th</sup> of each month.

If we elect to terminate our services for nonpayment, or for any other reason provided, our engagement will be deemed to have been completed upon written notification of termination. You will be obligated to compensate us through the date of termination.

It is our policy to retain engagement documentation for a period of seven years, after which time we will commence the process of destroying the contents of the engagement files. To the extent we accumulate any of your original records during the engagement, those documents will be returned to you promptly upon completion of the engagement. The balance of the engagement file is our property, and we will provide copies of such documents at our discretion and if compensated for any time and costs associated with the effort.

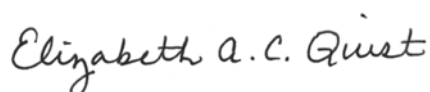
Except as permitted in the immediately following paragraph, we agree not to disclose your confidential and/or proprietary information to any individual or entity unless you provide us with your express prior written consent. We also agree to comply at all times with applicable statutory and professional standards for physical, electronic and procedural safeguards for confidential and/or proprietary information.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our standard hourly rates then existing for the time we expend in connection with such response, and to reimburse us for all out-of-pocket costs incurred in that regard.

This engagement letter is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties.

We appreciate the opportunity to serve you. Please contact me with any questions that you may have.

Very truly yours,



Elizabeth A. C. Quist

**ACCEPTED AND AGREED:**

Town of Occoquan

\_\_\_\_\_  
By:

\_\_\_\_\_  
Date

Its:

TOWN OF OCCOQUAN  
STANDARD CONTRACT FOR GOODS, SERVICES, CONSTRUCTION AND INSURANCE

This Contract is entered into on and as of its Effective Date by and between the **TOWN OF OCCOQUAN**, a body politic and corporate of the Commonwealth of Virginia (hereinafter, “Town”), and **QUIST & ASSOCIATES, LLC** (hereinafter “Contractor”), for Goods, Services, Construction and/or Insurance identified herein, on the following terms and conditions:

SOLICITATION TITLE: **On-Call Financial Assistance**

SOLICITATION NUMBER: N/A

**I. DEFINITIONS**

A. Capitalized terms that are defined in the VPPA, Town Policy, or the Town’s standard Solicitation for Goods, Services, Construction or Insurance have the same meanings in this Contract as are given in that law, policy, or Solicitation. Capitalized terms not defined in those sources but used in this Contract have the following meanings, unless the context clearly requires otherwise. Undefined terms have their common meanings appropriate to their context.

1. “Contract Administrator” means the person designated by the Town Council to administer the Contract for the Town. The initial Contract Administrator is **Kathleen Leidich**, but the Town Council may designate a new Contract Administrator by notice to the Contractor.
2. “Contractor's Representative” means the person who is responsible for the performance obligation of the Contractor under this Contract. The initial Contractor’s Representative is **Elizabeth A. C. Quist**, but the Contractor may designate a new Contractor’s Representative by notice to the Town.
3. “Drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
4. “Notice of Default” means a notice sent to the other party’s designee (Contract Administrator for the Town, Contractor’s Representative for the Contractor) setting forth the facts showing that party to be in default under the Contract.
5. “Notice of Termination” means a notice sent to the other party’s designee (Contract Administrator for the Town, Contractor’s Representative for the Contractor) informing that party of the termination of the Contract as of a particular date.
6. “Town” means the Town of Occoquan, Virginia, the Town Council, or the Council’s designee assigned responsibility for this Contract, as permitted by the context.



7. "Using Department" for purposes of this Contract shall mean Administration.

## **II. FORMATION**

### **A. Conditions Precedent to Formation:**

Before any Contract between the Town and the Contractor is effective, the following conditions precedent must be satisfied. Satisfaction of these conditions is the responsibility of the Contractor. If, after performance under the Contract, the Town learns that a condition precedent was not met, the Town may, if permitted by law, ratify the Contract by affirmative recorded vote or may disclaim it, in its sole discretion.

1. Insurance: If the Solicitation requires certain insurance, the Contractor must provide proof of insurance in the amounts required by the Solicitation with an insurance company licensed to do business in the Commonwealth of Virginia.
2. Bonds: If the Solicitation requires payment or performance bonds, then bonds with surety satisfactory to the Town attorney shall be submitted to the Contract Administrator for approval.
3. Permits and licenses: If the procurement of the Goods, Services, Insurance or Construction that is the subject of this Contract requires possession of any licenses or receipt of any permits other than construction permits, then Contractor shall obtain those licenses and permits.
4. Payment of Debts: Contractor must pay all amounts shown as due to the Town on the Town's accounts, even if a dispute exists as to the debt's validity or enforceability.

### **B. Parties**

1. The sole parties to this Contract are the Town of Occoquan and the Contractor.
2. Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the Town in advance. No assignment without such permission will relieve the Contractor of any responsibility under this Contract.
3. There are no intended third party beneficiaries of this Contract, unless it is made available by rider for other governmental entities to use. Making the Contract available to them by rider is the sole extent of the intended third party benefit.
4. If this Contract is made available by rider for other governmental entities to use, any contracts formed between the Contractor and such other governmental entities shall be solely between those parties. The Town shall not be a party to any of these Contracts.
5. Contractor may not subcontract any of the work under this Contract without the prior, written approval of the Town, which will not be unreasonably withheld. The

Contractor will, prior to award of the contract, provide the Town with a written list of each proposed subcontractor and the work to be done by that subcontractor. The Town shall, after reasonable investigation, promptly inform the Contractor if it objects to a particular subcontractor. If the Town objects, the Contractor will not use that subcontractor for any part of the work and will promptly submit in writing for the Town's approval the name of another subcontractor (or propose to use the Contractor's own personnel) to perform those portions of the work. The Contractor will not change a subcontractor without giving the Town written notice of the proposed new Subcontractor and receiving the Town's approval after reasonable investigation. If the Town objects, the Contractor will either retain the existing subcontractor or propose a different subcontractor to the Town for approval. It is the Contractor's responsibility to obtain subcontractors whom the Town approves, and no delay due to the Town's objection to a subcontractor will authorize any change in the time required to perform the work.

**C. Authority to Execute**

By executing this Contract on behalf of Contractor, the Contractor's Representative warrants that he or she has full authority to do so.

**D. Incorporation of Documents**

The Contract consists of the following documents, which are hereby incorporated by reference and fully made a part of the Contract. This Contract and the incorporated documents describe the subject of the Procurement, the particulars of its performance, the process and time for payment, and the rights and remedies of the parties (collectively, "the terms"). In case of any conflict between those documents' terms, the documents shall be given precedence in the following order, from highest to lowest:

1. The Specifications of the Solicitation (if any) with solicitation title and matching identification number to this Contract,
2. This Contract,
3. The General Provisions of the Solicitation (if any) with solicitation title and matching identification number to this Contract,
4. The Bid Submission Form or Proposal of the Vendor (if any) with solicitation title and matching identification number to this Contract.

If there was no formal Solicitation, the specifications must be attached to this Contract and separately signed or initialed for them to be valid.

**E. Effective Date**

The Effective Date of this Contract shall be the last to occur of (1) the date on which the Contractor's Representative signs the Contract, (2) the date on which the Mayor signs the Contract, and (3) the date that all conditions precedent to formation are satisfied.

### **III. PERFORMANCE**

#### **A. Scope of Work**

1. The Contractor will provide on-call financial assistance on an as-needed basis to the Town. On-call assistance includes both remote and occasional on-site services.
2. Assistance will include, but is not limited to, serving as a resource for various government finance related activities and questions for the Town Treasurer, and other governmental finance and budgeting needs.
3. See attached proposal dated July 28, 2020 for additional scope of work detail and cost.

#### **B. Notice to Proceed**

After execution of the Contract and receipt of any documents required by the Contract Administrator before the Effective Date of this Contract, the Contract Administrator shall send the Contractor notice to proceed with the Contract as of a date mutually agreeable to the Town and Contractor.

#### **C. Contacts**

In addition to the Contract Administrator and the Contractor's Representative, the parties may designate additional contacts for exchange of information.

#### **D. Acceptance of Work**

Performance of the work and delivery of all Goods shall be conducted and completed in accordance with recognized and customarily accepted industry practices and shall be considered complete when the services are approved as acceptable by the Contract

Administrator. In the event of rejection of any deliverable, the Contractor shall be notified and shall have fourteen (14) calendar days from date of issuance of notification to correct the deficiencies and resubmit the deliverable.

#### **E. Warranty**

The Contractor warrants that all Services it performs and all Goods, Insurance, and Construction it delivers to the Town will be of good quality and meet the specifications of this Contract and of all literature supplied by the Contractor as part of the selection process which led to the award of this Contract. "Literature" as used in this provision means any and all brochures, fliers, catalogs, Proposals, web sites, email, or other information, in whatever written form, relating to the quality, utility, economic advantages, or composition of the Goods or Services. This warranty is in addition to and does not substitute for the Contractor's warranties of title, against infringement, of merchantability, and of fitness for particular purpose under Virginia Code §§ 8.2-312, 8.2-314, and 8.2-315, which the parties expressly agree apply to this Contract.

**F. Invoices**

1. Unless otherwise provided in the Solicitation, Vendor will submit all its invoices for payment in the fiscal year in which the Goods, Services, Insurance or Construction were provided or within thirty days thereafter. Late invoices are subject to rejection if no appropriated funds are available for their payment.
2. The invoice must be in the name of the Contractor unless an assignment has been received and approved by the Town.

**G. Payment**

1. In return for the goods, services, construction and/or insurance that are the subject of this Contract, and subject to section IV.D) of this Contract relating to “Non-appropriation of Funds,” the Town shall compensate the Contractor within thirty (30) days after receipt of proper invoice for the amount of payment due or thirty (30) days after receipt of the goods or services, whichever is later provided that an unconditional lien release is provided from the Contractor and all subcontractors who provided any goods and/or services for which the Town is being charged.
2. With Construction contracts, the Town shall retain 10% of the amount earned for work done and materials delivered as retainage, to be paid in the final payment to the Contractor.
3. Within seven days after receipt of amounts paid to the Contractor by the Town for satisfactorily completed performance, the Contractor agrees to:
  - a. Pay each subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by each subcontractor under that contract; or
  - b. Notify the Town and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment.

If the Contractor after having received payment from the Town fails to pay each subcontractor its proportionate share of the total payment, the Contractor shall be obligated to pay interest to each subcontractor on all amounts that remain unpaid after the seven days following receipt by the Contractor of payment from the Town. Under no circumstances will the Town pay or reimburse this interest payment.

4. Unless otherwise provided under the terms of this Contract or by statute, interest shall accrue at a rate of one percent per month or twelve percent per annum against the Contractor on any unpaid amounts owed to each subcontractor.
5. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

6. A Contractor that is an individual must provide his or her social security number and a Contractor that is any form of business entity must provide its federal employer identification number to the Contract Administrator before payment can be made. This requirement permits the Town to comply with federal reporting requirements for income tax.
7. The Town may offset any payment due to Contractor by any debt shown on the Town's accounts, even if a dispute exists as to the debt's validity or enforceability.

#### **IV. TERM AND TERMINATION**

##### **A. Base Term and Extensions**

1. The base term for this Contract shall be for the period identified in the Solicitation or the approved schedule provided by the Town.
2. This Contract may be extended as provided in the Solicitation or by change order or amendment. No extension in time may increase the price without a recorded affirmative vote of the Town Council. The Town may extend the term of this Contract for services to allow completion of work undertaken but not completed under its original term.

##### **B. Termination for Default**

1. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.
2. Except in an emergency endangering life, safety, or the operation of the public, the party claiming default shall provide notice and an opportunity to cure the default to the other party before terminating the Contract for default.
  - a. Notice of Default shall be given at least ten business days before the date set for termination and shall set forth the grounds for claiming default of the other party and the steps demanded to cure the default.
  - b. If the party receiving the Notice of Default cures the default before the end of the cure period set out in the Notice, then the party sending the Notice of Default shall not terminate the Contract for default.
3. If the period for cure passes without curing of the default, then the party sending the Notice of Default may send a Notice of Termination for default to the defaulting party.
4. Default of one party shall not excuse the default of the other party. If either party is in default, either or both may send a Notice of Default and, if warranted, a Notice of Termination.

**C. Termination for Convenience**

1. The Town may terminate this Contract or any work or delivery required hereunder from time-to-time either in whole or in part, whenever the Contract Administrator, with the concurrence of the Town Council, determines that such termination is in the best interest of the Town.
2. Termination may occur in whole or as to any discrete part of the Contract. A partial termination shall set forth the portions of the Contract which are terminated.
3. The effective date of the termination shall be three days after issuance of a Notice of Termination signed by the Contract Administrator and Mayor and its mailing or delivery to the Contractor, or any later date specifically set forth in the Notice of Termination.
4. The Contractor may terminate this contract upon 30 days written notice to the Town.

**D. Termination for Non-Appropriation**

1. If funds are not appropriated for purposes of this Contract for any succeeding fiscal year subsequent to the one in which this Contract is entered into, then the Town may terminate this Contract upon thirty (30) days written notice to the Contractor. The notice shall set forth the grounds for termination and its effective date.
2. If the Town terminates for non-appropriation, the Town shall be liable only for payments due through the effective date of termination.
3. Until the effective date of the termination, the Contractor shall continue to perform its duties under the Contract and is not excused from any portion of the Contract.

**E. Claims Upon Termination**

1. Upon receipt of a Notice of Termination, the Contractor shall:
  - a. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
  - b. Place no further orders with any subcontractors except as may be necessary to perform any portion of the Contract not subject to the Notice (in the case of partial termination only);
  - c. Terminate all subcontractors except to the extent necessary to complete work which was not subject to the Notice (in the case of partial termination only);
  - d. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Contract Administrator; and

- e. Use its best efforts to mitigate any damages which may be sustained by the Contractor or any of its subcontractors as a consequence of termination under this clause.
2. After complying with the foregoing provisions, the Contractor shall submit a termination claim within thirty days unless an extension is granted by the Contract Administrator. This termination claim shall document all amounts due under this provision.
    - a. Upon receipt of the Contractor's termination claim, the Contract Administrator, with the approval of the Town Council, shall pay from the Town's budget the reasonable costs of termination, including a reasonable amount for profit on services delivered or completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the goods or services not delivered, or those goods or services not provided. The calculation of the amount to be paid the Contractor shall be documented and made a part of the Contract file.
    - b. If the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Contract Administrator shall pay the Contractor from the Town's budget the amounts determined as follows, without duplicating any amount which may have already been paid under the preceding paragraph a of this clause 2:
      - i. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
        - Cost of the goods delivered or work performed; and
        - The cost of settling and paying any reasonable claims as provided above; and
        - A sum as profit on work performed determined by the Contract Administrator to be fair and reasonable.
      - ii. The total sum to be paid shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of goods or services not terminated.
    - c. If the Contractor is not satisfied with any payments which the Contract Administrator determines to be due under this provision, the Contractor may appeal any claim to the Town in accordance with section VI.C)(1), Submission of Disputes.
  3. The Contractor shall include similar provisions for termination in any subcontractors and shall require subcontractors to make reasonable efforts to mitigate damages if the Contract is terminated. Failure to include such provisions shall bar the Contractor

from any recovery from the Town whatsoever for loss or damage sustained by a subcontractor as a consequence of termination.

#### **F. Survival of Certain Provisions After Termination**

Notwithstanding the termination of this Contract, the following provisions remain in effect until they are waived in writing, expire by their own terms, or become unenforceable by operation of law: sections 0, VI, VII.A), VII.B), and VII.D).

### **V. STATUTORY REQUIREMENTS**

#### **A. Employment Discrimination**

In all contracts, regardless of contract amount, the Contractor will abide by the provisions of the Americans with Disabilities Act, and will require each sub-contractor to do so. If this Contract is for a consideration in excess of Ten Thousand Dollars (\$10,000.00), then during the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this paragraph.
4. The Contractor will include the provisions of this Contract paragraph in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### **B. Ethics**

The provisions contained in Chapter 43, Article 6, Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act, as set forth in the 1950 Code of Virginia, as amended, apply to this contract. The provisions of Article 6 of Chapter 43 supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.



### **C. Drug-Free Workplace**

During the performance of this contract the contractor agrees to:

1. Provide a drug-free workplace for the Contractor's employees.
2. Post in conspicuous places, available to employees and applicants for employment a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. State in all solicitations or advertisement for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace.
4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, or so that the provisions will be binding upon each subcontractor or vendor.

### **D. Faith-Based Organizations**

The Town of Occoquan in procuring goods and services, or in making disbursements pursuant to this section, shall not discriminate against a faith-based organization on the basis of the organization's religious character or impose conditions that restrict the religious character of the faith-based organization, except funds provided for expenditure pursuant to contracts with public bodies shall not be spent on religious worship, instruction, or proselytizing, or impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursement.

### **E. Employment of Illegal Aliens**

The contractor agrees that it does not, and shall not during the performance of this contract for goods and services, knowingly employ any unauthorized alien or aliens as defined in the federal Immigration Reform and Control Act of 1986.

### **F. Foreign And Domestic Business Authorized to Transact Business in the Commonwealth**

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.
2. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability

partnership shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of this contract. The Town may void any contract with a business entity if the business entity fails to remain in compliance with this provision.

## **VI. DISPUTES**

### **A. Governing Law**

This Contract is governed by the law of the Commonwealth of Virginia, including but not limited to the applicable portions of the Virginia Public Procurement Act (VPPA), Sections 2.2-4300 et seq. of the Code of Virginia (1950), as amended. As a town of less than 3,500 population, the Town is exempt from all portions of the VPPA except as provided in Virginia Code § 2.2-4343 A(9). The Town reserves the right to adopt generally applicable policies on procurement, which will apply to this Contract except to the extent anything in such policies is inconsistent with the express terms of this Contract.

### **B. Hold Harmless**

1. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and its officers, agents, employees, community representatives, volunteers or others working on behalf of the Town from any and all claims, judgments, suits, losses, damages, payments, costs, fines and/or fees levied against the Owner and expenses of every nature and description, including attorney's fees, arising out of, connected or associated with or resulting from the lack of performance or the negligent performance of work as described in this Contract, Contract Documents or any agreement that results from this Contract. Further, if the Contractor subcontracts for work, it will require in its subcontracts that each subcontractor indemnify, defend, and hold harmless the Town and its officers, agents, employees and community representatives, from any and all claims and losses accruing or resulting from the negligent performance of work as described in any agreement that results from this Contract.
2. To the fullest extent permitted by law, the Contractor shall also indemnify, defend, and hold harmless the Town and its officers, agents, employees, community representatives, volunteers or others working on behalf of the Town against all costs, including reasonable attorney's fees, arising from liens encumbering the Town's Property filed by subcontractors, sub-subcontractors, material suppliers, and all other persons and entities acting for and under the Contractor, and the Contractor shall immediately discharge or bond such liens off.
3. Virginia is a Dillon Rule state. Unless specifically permitted by statute, indemnification or any attempt to have the Town hold others harmless is invalid and unenforceable as an impermissible waiver of the Town's sovereign immunity which

may create potential future debt in violation of Virginia Constitutional and statutory requirements. The Town cannot waive its sovereign immunity.

4. The services to be performed by personnel provided by Quist and Associates will be performed under the direction, supervision and control of the Town of Occoquan.

### **C. Conditions Precedent to Pursuit of Legal Remedies**

Before the Contractor may exercise any legal remedy it may have in relation to rights arising out of this Contract, it must comply fully and strictly with each of the applicable conditions below. Failure to comply fully and strictly with an applicable condition precedent bars the Contractor from exercising any legal remedies it may otherwise have in relation to this Contract until it complies with the condition precedent or the Town knowingly and intentionally waives the condition precedent.

1. Submission of Disputes: A Contractor must submit any dispute arising out of this Contract to the Town for adjustment. In doing so, it shall provide all relevant evidence that bears on the Town's liability for the amount claimed or responsibility to grant any non-monetary relief requested.
2. Disputes by the Contractor with respect to this Contract shall be decided within fifteen (15) days from submission by the Town Council's designee, who shall reduce his/her decision to writing, and mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and binding unless within five (5) days from the date of such decision the Contractor mails or otherwise furnishes the Mayor a written appeal addressed to the Town Council. The Town Council shall consider the appeal and render its written decision within forty (40) days. The decision of the Town Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or as not supported by any evidence. Pending a final determination of a properly appealed decision of the Town Council's designee, the Contractor shall proceed diligently with the performance of the Contract in accordance with that decision.

### **D. Venue**

Any action brought under this Contract must be brought in the state courts for the County of Prince William and may not be removed to the Federal Court system.

### **E. Limitations on Actions**

Any action brought under this Contract, except an action for breach of warranty, shall be brought within the shorter of the statutory limitations period and the period of three years from the date of final payment without any tolling of this statutory limitations period for any reason whatsoever.

### **F. Waiver of Jury Trial**

In any action brought under this Contract, the parties expressly waive their right to trial by jury and agree to submit all questions of fact to the judge as trier of fact.

**VII. MISCELLANEOUS**

**A. Time of the Essence**

Time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary.

1. If the Contractor at any time finds that the schedule will not be met for any reason, the Contractor shall so notify the Town in writing.
2. Where Contractor is prevented from completing any part of the Work within the Contract Period due to abnormal weather conditions the Contract Period will be extended in an amount calculated as stated in Subsection VI(B)(5) below if a Claim is made therefor in writing and provided to the Town within the time frame and in the manner prescribed and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension of the Contract Period under the Contract Documents.
3. Contractor acknowledges and agrees that adjustments in the Contract Period will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by Contractor; (ii) could not be limited or avoided by the Contractor's timely notice to the Town of the delay or reasonable likelihood that a delay will occur; and (iii) is of a duration not less than one day. Such an adjustment of time shall be Contractor's sole and exclusive remedy for the delays described in this Section.
4. Actual adverse weather delay days must prevent work on critical activities outdoors for fifty percent (50%) or more of Contractor's scheduled workday in order to be counted. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. Where Contractor is prevented from completing any part of the Work within the Contract Period due to abnormal weather conditions, the Contract Period will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided herein. Abnormal weather conditions occur only if the total number of actual adverse weather days exceeds the standard for that month as shown in the following table:

| Jan | Feb | Mar | Apr | May | June | July | Aug | Sep | Oct | Nov | Dec |
|-----|-----|-----|-----|-----|------|------|-----|-----|-----|-----|-----|
| 7   | 7   | 8   | 7   | 8   | 7    | 8    | 8   | 6   | 6   | 6   | 6   |

5. Upon commencement of on-site activities and continuing throughout construction, Contractor shall record daily the occurrence of adverse weather and resultant impact

to normally scheduled work and within 30 days of the last day of any month (hereinafter referred to as the "Reporting Month"), Contractor shall submit a written adverse weather report, including copies of Contractor's daily weather reports and applicable climatological data from the National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location, unless the Town allows, in writing, an additional period of time for the submission of said report. Notwithstanding any other provisions, failure to submit the required written report within the time specified above shall be deemed to be and shall constitute a waiver by Contractor of any and all claims for delay due to adverse weather conditions occurring during said Reporting Month.

6. The Town shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
7. Contractor shall not be entitled to an adjustment in Contract Price or Contract Period for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

#### **B. Liquidated Damages**

1. Alternatively, if performance is so delayed, the Town may terminate this Contract in whole or in part under the Default clause in this Contract and in that event, the Contractor shall be liable for fixed, agreed and liquidated damages accruing until the time the Town may reasonably obtain performance of similar services. The liquidated damages shall be in addition to any increased costs incurred by the Town in completing the work and shall be paid to the Town upon demand.
2. The Contractor shall not be charged with liquidated damages when the delay in performance arises out of causes beyond the control and without the fault or negligence of the Contractor. Notwithstanding any other provisions of this Contract, it is mutually understood that any time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of this Contract. The change order granting the time extension may provide that the completion date will be extended only for those specific elements so delayed and that the remaining completion dates for all other portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages under the new completion schedule.

#### **C. Integration Clause; Modifications to the Contract**

1. This Contract, including its incorporated documents, contains the whole agreement between the parties as to its subject, and no prior or contemporaneous communications, representations, or agreements, written or verbal, may alter, add to,

or contradict any provision in it. There are no promises, terms, conditions, or obligations related to the subject of this Contract other than those contained herein.

2. All modifications and changes to the Contract shall be in writing and signed by the party to be charged, or its authorized representative. Any attempted modification or change without the Town's written approval shall be void and shall be grounds for declaring a default.
3. The Contract Administrator, with the concurrence of the Town Council, shall have the authority to order changes in this Contract, which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order."
  - a. Such orders shall be limited to reasonable changes in the supplies, services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.
  - b. Contractor need not perform any work described in any Change Order unless it has received a written certification from the Town that there are funds budgeted and appropriated sufficient to cover the cost of such changes.
  - c. The Contractor shall make a demand for payment for completed changed work within 30 days of completion of Change Order, unless such time period is extended in writing, or unless the Contract Administrator requires submission of a cost proposal prior to the initiation of any changed work or services.
  - d. No claim for changes made by Change Order shall be considered if made after final payment in accordance with the Contract.

#### **D. Examination of Records**

1. The Contractor agrees that the Town or any duly authorized representative of the Town may have access to and the right to examine and copy directly pertinent books, documents, papers, and records of the Contractor related to this Contract. This right shall expire on the third anniversary of the issuance of final payment under this Contract.
2. The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the Town or any duly authorized representative may have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of such subcontractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. This right expires on the third anniversary of the issuance of final payment to the subcontractor.

**E. Assignment of Rights**

- 1. Antitrust: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Town all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town under said contract.
- 2. Warranty: By entering into a Contract, the Contractor conveys, sells, assigns and transfers to the Town all warranties related to goods provided to the Town under this Contract.

**F. Incorporation of Town Fleet Vehicle Anti-Idling Policy**

This Contract incorporates by reference the Town Fleet Vehicle Anti-Idling Policy, which applies to the Contractor.

IN TESTIMONY WHEREOF, the Town of Occoquan has caused its name to be hereunto subscribed by Earnest W. Porta, Jr., its Mayor, with its corporate seal hereunto duly affixed and attested by its Clerk, pursuant to authority heretofore duly granted by the Town of Occoquan; and

Contractor has caused its name to be hereunto subscribed by Contractor’s Representative, and (if a Corporation) has caused its corporate seal to be duly affixed and attested by the person authorized to do so, signifying that it intends to be bound by this Contract.

THE TOWN OF OCCOQUAN

CONTRACTOR

By:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Contractor’s Representative

Elizabeth A.C. Quist, Owner  
Print Name and Title

ATTEST:

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Its:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**TOWN OF OCCOQUAN**  
**TOWN COUNCIL MEETING**  
Agenda Communication

|   |                                     |
|---|-------------------------------------|
| <b>10. Regular Business</b>   | <b>Meeting Date:</b> August 4, 2020 |
| <b>10 f: Request to Accept Public Safety Grant from Transurban for AEDs</b> |                                     |

**Explanation and Summary:**

This is a request to have the Town Council accept a public safety grant of \$3,000 from Transurban to purchase two Automated External Defibrillators (AEDs).

An AED, or automated external defibrillator, is used to help those experiencing sudden cardiac arrest. The Town Police are trained in the use of AEDs; however, currently do not have an AED for possible medical conditions. As a result, the Town Police submitted a grant request in response to Transurban's Express Lanes Community Grant Program to purchase two AEDs.

The grant does not require any match from the Town. The Town needs to accept the grant and then the funds will be transmitted to the Town to purchase the AEDs. Upon receipt of the grant funds, the Town Police are requesting authorization to purchase the two AEDs.

**Town Attorney's Recommendation:** N/A

**Town Manager's Recommendation:** N/A

**Cost and Financing:** \$3,000.00 (\$3,000.00 to be reimbursed)

**Account Number:** (Public Safety Equipment)

**Proposed/Suggested Motion:**

"I move to accept the grant funds from Transurban Express Lanes Community Grant Program to purchase two Automated External Defibrillators and approve the purchase of two AEDs with the grant funds."

OR

Other action Council deems appropriate





**TOWN OF OCCOQUAN**  
**TOWN COUNCIL MEETING**  
Agenda Communication

|  |                                     |
|--|-------------------------------------|
| <b>10. Regular Business</b>                        | <b>Meeting Date:</b> August 4, 2020 |
| <b>10 h:</b> Proclamation for Women's Suffrage Day |                                     |

**Explanation and Summary:**

This is a request to proclaim August 18, 2020, as Women's Suffrage Day in the Town of Occoquan.

**Cost and Financing:** N/A

**Account Number:** N/A

**Proposed/Suggested Motion:**

"I move to approve the 2020 Women's Suffrage Day proclamation."

OR

Other action Council deems appropriate.

**Attachments: (1)** Proclamation



# Proclamation

**WHEREAS**, August 18, 2020, is the 100<sup>th</sup> anniversary of the ratification of the 19<sup>th</sup> Amendment and August 26, 2020 is the 100<sup>th</sup> anniversary of the amendment becoming part of the United States Constitution, enshrining the right to vote for women in the United States; and

**WHEREAS**, the month of August has been designated as National Women's Suffrage Month by the U.S. House of Representatives and U.S. Senate; and

**WHEREAS**, tens of millions of women vote in American elections each year, supporting the very foundation of our democracy; and

**WHEREAS**, in 1917 suffragists organized protests outside the White House in support women's suffrage, and in November of 1917 thirty-three (33) of those suffragists, known as "Silent Sentinels," were imprisoned, beaten, tortured, force-fed and otherwise mistreated at the nearby Occoquan Workhouse, which was located on what is now the site of the Workhouse Arts Center and Fairfax Water; and

**WHEREAS**, this incident stoked worldwide outrage and played a critical role in the eventual passage of the 19<sup>th</sup> Amendment; and

**WHEREAS**, the struggle for the right to vote in the United States continued for generations for African-American women and men and continues to this day for many around the world; and

**WHEREAS**, recognition of the sacrifices of those in the cause of suffrage continues to inspire those still involved in the struggle today;

**NOW, THEREFORE**, I, Earnest W. Porta Jr., Mayor of the Town of Occoquan and on behalf of the Occoquan Town Council, hereby proclaim August 18, 2020, as

## **WOMEN'S SUFFRAGE DAY**

in the Town of Occoquan and urge all individuals, groups, and businesses to join the Town in honoring the work of suffragists in enshrining the Constitutional right to vote for all women who are American citizens.

Adopted this 4th day of August 2020.

\_\_\_\_\_  
Earnest W. Porta, Jr., MAYOR  
On behalf of the Town Council of  
Occoquan, Virginia

ATTEST:

\_\_\_\_\_  
Katy Nicholson, Town Clerk



**TOWN OF OCCOQUAN**  
**TOWN COUNCIL MEETING**  
Agenda Communication

**10. Regular Business**

**Meeting Date:** August 4, 2020

**10 i: Planning Commission Appointments**

**Explanation and Summary:**

The Town Council appoints members to the Town's Planning Commission. There are three members of the Planning Commission whose terms have recently expired. This action would reappoint them.

**Cost and Financing:** N/A

**Account Number:** N/A

**Proposed/Suggested Motion:**

"I move to appoint Eliot Perkins to the Planning Commission for an appointment expiring June 30, 2022."

AND

"I move to appoint Ann Kisling to the Planning Commission for an appointment expiring May 2, 2024."

AND

"I move to appoint Ryan Somma to the Planning Commission for an appointment expiring February 2, 2023."

OR

Other action Council deems appropriate.



**TOWN OF OCCOQUAN**  
**TOWN COUNCIL MEETING**  
Agenda Communication

|   |                                     |
|---|-------------------------------------|
| <b>10. Regular Business</b>   | <b>Meeting Date:</b> August 4, 2020 |
| <b>10 j: Letter of Permission for Prince William County -- Pedestrian Improvement Project</b> |                                     |

**Explanation and Summary:**

The Prince William County Department of Transportation has finalized the design plans for a pedestrian improvement project in the Town of Occoquan. In order to obtain VDOT approval, the Americans with Disabilities Act (ADA) ramp at the corner of Mill Street and Ellicott Street, nearest Town Hall, must be designed to meet a certain standard. This action is to authorize the Mayor to sign a letter on behalf of the Town of Occoquan granting permission to Prince William County to install a limited portion of curb on Town property as described herein. The Town will be responsible for the maintenance of this curb, consistent with its responsibility to maintain the brick sidewalks in the Town's Historic District.

**Cost and Financing:** N/A

**Account Number:** N/A

**Proposed/Suggested Motion:**

"I move to authorize the Mayor to sign the attached letter granting Prince William County permission to install a limited portion of curb on Town property as described in the letter and its attachments."

OR

Other action Council deems appropriate.



# TOWN OF OCCOQUAN

*Circa 1734 • Chartered 1804 • Incorporated 1874*  
314 Mill Street • PO Box 195 • Occoquan, Virginia 22125  
(703) 491-1918 • Fax (703) 491-4962 • [info@occoquanva.gov](mailto:info@occoquanva.gov)  
[www.occoquanva.gov](http://www.occoquanva.gov)

**TOWN COUNCIL**  
Earnest W. Porta, Jr., Mayor  
Jenn Loges, Vice Mayor  
Cindy Fithian  
Laurie Holloway  
Eliot Perkins  
Krystyna Bienia

**TOWN MANAGER**  
Kathleen R. Leidich, AICP

August 5, 2020

Mr. Khattab Shammout  
Assistant Director of Transportation for Design and Construction  
Prince William County Department of Transportation

Dear Mr. Shammout,

The Town of Occoquan grants permission to Prince William County to install a limited portion of curb on Town property as described herein. The Town will be responsible for the maintenance of this curb, consistent with its responsibility to maintain the brick sidewalks in the Town's Historic District.

The Prince William County Department of Transportation has finalized the design plans for a pedestrian improvement project in the Town of Occoquan. In order to obtain VDOT approval, the Americans with Disabilities Act (ADA) ramp at the corner of Mill Street and Ellicott Street, nearest Town Hall, must be designed to meet a certain standard. The grade of the sidewalk between the ADA ramp and a tie-in point approximately 15 ft. south to Ellicott Street will also need to meet certain standards, and will require the installation of a 'header curb' as shown in the attached VDOT CG12-B detail.

The proposed curb will be located at the back of the sidewalk (non-street) side and is approximately six (6) inches wide, and extends on to Town property by approximately two (2) inches, for a total length not to exceed 15 feet, as generally shown as "Area of Encroachment" in the attached drawing titled "Mill Street Crosswalks and ADA Compliant Ramps Project - Installation of Curb on Town Property," prepared by Legacy Engineering, P.C., dated July 24, 2020. This is the most practical design that will improve pedestrian access and safety while maintaining an adequate width and grade of the sidewalk. Granting permission by the Town to the County for the installation of a small portion of concrete curb on Town property is the most direct approach to obtaining final plan approval.

If you have any questions or concerns please contact me at (703) 491-1918 or at [eporta@occoquanva.gov](mailto:eporta@occoquanva.gov).

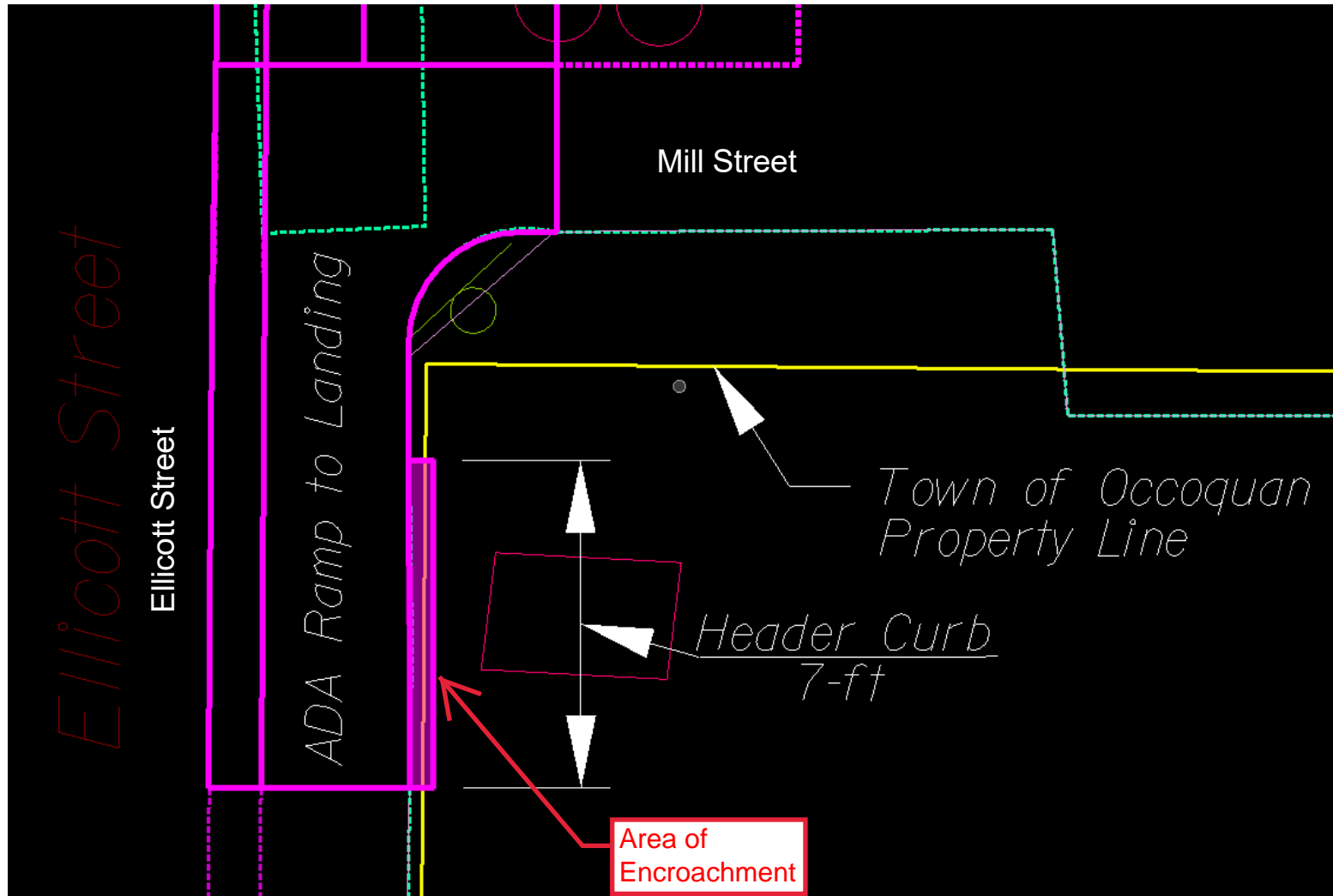
Sincerely,

Earnest W. Porta, Jr., JD, PhD  
Mayor, Town of Occoquan

**Attachments:** As stated

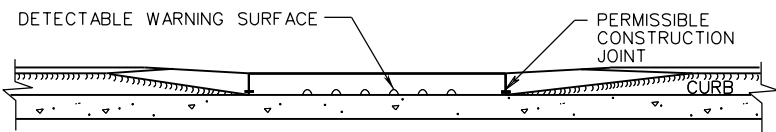
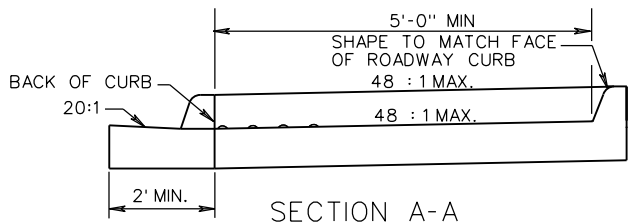
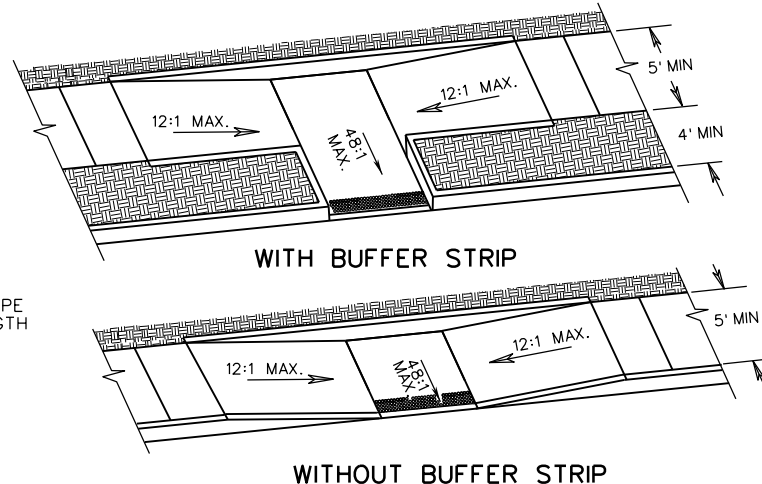
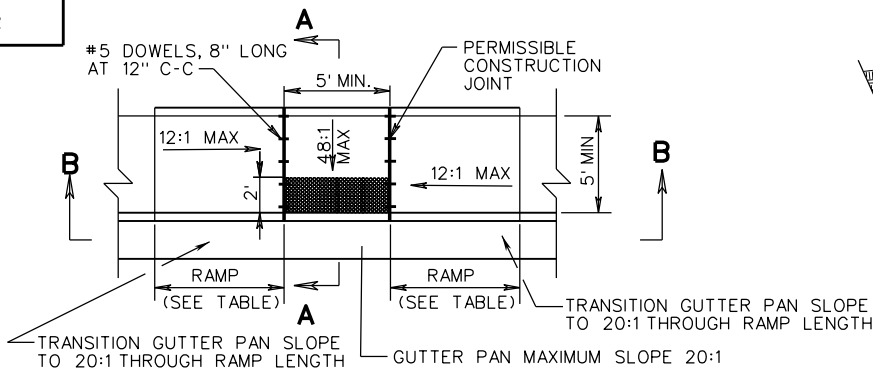
Member of the Virginia Municipal League

Mill Street Crosswalks and ADA Compliant Ramps Project  
Installation of Curb on Town Property

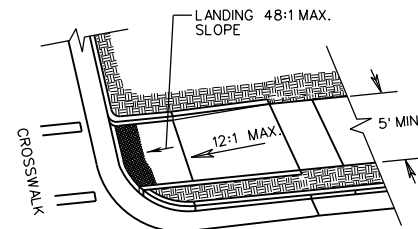
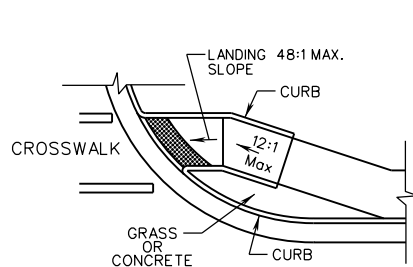


Legacy Engineering, P.C.  
July 24, 2020  
Not to Scale

CG-12

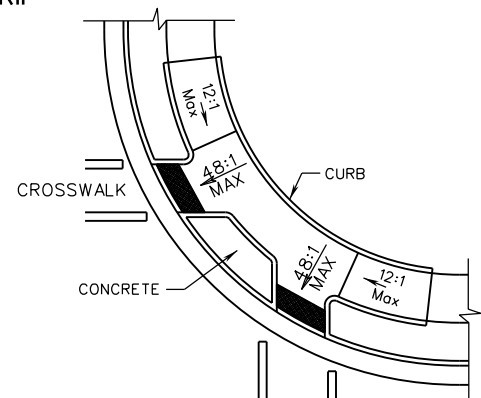
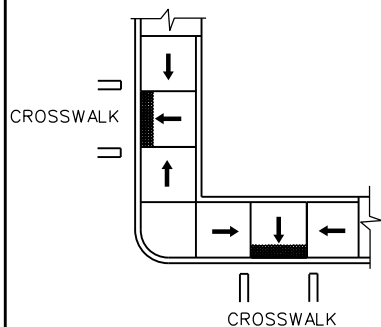


EXAMPLE INSTALLATION METHODS - SEE PLANS FOR LAYOUT



ONE DIRECTION WITHOUT BUFFER STRIP

ONE DIRECTION WITH BUFFER STRIP



TWO DIRECTIONS SMALLER RADII WITHOUT BUFFER STRIP

TWO DIRECTIONS LARGER RADII WITH BUFFER STRIP

NOTES:

1. FOR GENERAL NOTES ON THE DETECTABLE WARNING SURFACE, SEE SHEET 1 OF 5.
2. THE REQUIRED LENGTH OF A PARALLEL RAMP IS LIMITED TO 15 FEET, REGARDLESS OF THE SLOPE.
3. GUTTER PAN SHALL BE A MAXIMUM SLOPE OF 20:1 AT THE RAMP OPENING.
4. DIAGONAL PLACEMENT IS NOT PERMITTED.

TYPE B PARALLEL APPLICATION

| ROADWAY GRADE IN PERCENT | MINIMUM RAMP LENGTH IN FEET |         |
|--------------------------|-----------------------------|---------|
|                          | 4" CURB                     | 6" CURB |
| 0                        | 4                           | 6       |
| 1                        | 5                           | 7       |
| 2                        | 5                           | 8       |
| 3                        | 6                           | 9       |
| 4                        | 8                           | 12      |
| 5                        | 10                          | 15      |
| 6                        | 14                          | 15      |

A COPY OF THE ORIGINAL SEALED AND SIGNED DRAWING IS ON FILE IN THE CENTRAL OFFICE.

CG-12 DETECTABLE WARNING SURFACE  
TYPE B (PARALLEL) APPLICATION

VIRGINIA DEPARTMENT OF TRANSPORTATION

SPECIFICATION REFERENCE

- 105
- 502
- 504



ROAD AND BRIDGE STANDARDS

SHEET 3 OF 5

REVISION DATE

204.03

04/19