



TOWN OF OCCOQUAN

Circa 1734 | Chartered 1804 | Incorporated 1874

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Occoquan, VA 22125
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Occoquan Town Council Town Council Meeting September 19, 2023 | 7:00 p.m.

1. **Call to Order**
2. **Consent Agenda**
 - a. September 5, 2023 Meeting Minutes
 - b. Request to Adopt Revised Architectural Review Board (ARB) Exterior Elevations Design Guidelines
 - c. Request to Authorize Execution of Copier Contract with Commonwealth Digital Office Solutions
3. **Regular Business**
 - a. Request to Adopt Amendments to Title III of the Town Code
 - b. Request to Engage Prince William County Public Works for Stormwater Repairs
4. **Discussion Items**
 - a. Discussion on Riverwalk Access Extension
 - b. Discussion on Holiday Decorations
5. **Closed Session**
6. **Adjournment**

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.



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

2. Consent Agenda	Meeting Date: September 19, 2023
Request to Approve Consent Agenda	

Attachments: See below

Submitted by: Adam C. Linn
Town Manager

Explanation and Summary:

This is a request to approve the consent agenda:

- a. Request to Approve September 5, 2023, Town Council Meeting Minutes
- b. Request to Adopt Revised Architectural Review Board (ARB) Exterior Elevations Design Guidelines
- c. Request to Authorize Execution of Copier Contract with Commonwealth Digital Office Solutions

Staff Recommendation: Recommend approval as presented.

Proposed/Suggested Motion:

"I move to approve the consent agenda."

OR

Other action Council deems appropriate.



OCCOQUAN TOWN COUNCIL
Meeting Minutes - DRAFT
Town Hall - 314 Mill Street, Occoquan, VA 22125
Tuesday, September 5, 2023
7:00 p.m.

Present: Mayor Earnie Porta; Vice Mayor Loges, Councilmembers Nancy Freeborne Brinton, Theo Daubresse, Cindy Fithian, and Eliot Perkins

Absent: None

Staff: Adam Linn, Town Manager / Chief of Police; Matt Whitmoyer, Deputy Town Manager; Philip Auville, Town Clerk; Julie Little, Events Director; Liz Quist, Interim Town Treasurer (remote); Jason Forman, Deputy Chief of Police; Martin Crim, Town Attorney (remote); Bruce Reese, Town Engineer (remote)

1. CALL TO ORDER

Mayor Porta called the meeting to order at 7:00 p.m.

2. PLEDGE OF ALLEGIANCE

3. CITIZENS' TIME

Town business owner, David Ormsby of the Spot on Mill Street, spoke on having string lights from their building at 406 Mill Street to the buildings across the street where the Mill at Occoquan will be constructed. They reported that the developer has given them permission to attach the lights to the buildings.

Council directed staff to work with the owners of the Spot on Mill Street, for any VDOT or Town regulations that relate to the request to string lights across Mill Street.

Since there were no further citizen comments, Citizens' Time was closed.

Mayor Porta asked for unanimous consent to move up on the agenda Item 9B entitled the Request to Execute Artist Agreement for Rt. 123 Mural. There being no objection, the item was moved up on the agenda.

9B. Request to Execute Artist Agreement for Rt. 123 Mural

Vice Mayor Loges moved that the Town Manager, upon review and approval by the Town Attorney, enter into an agreement with Alethea Marie Robinson to install a mural, based off the design agreed to by Town Council, at the intersection of Rt. 123 and Commerce Street for an amount not-to-exceed \$5,000. Councilmember Perkins seconded. Motion passed unanimously by voice vote.

4. CONSENT AGENDA

a. July 18, 2023, Meeting Minutes

b. Request to Adopt Resolution Recognizing Vulcan Materials Company for Service to the Occoquan Community

c. Request to Execute Participation Agreement for IDSP

Councilmember Fithian moved to approve the Consent Agenda. Councilmember Freeborne Brinton seconded. Motion passed unanimously by voice vote.

5. MAYOR'S REPORT

Mayor Porta reported the following:

- On July 19th, he gave a familiarization tour of the Town to a group of tour operators from the County Tourism Office.
- On July 21st, he emceed Trivia Night in River Mill Park.
- On July 22nd, he attended the Patriot Diving ribbon cutting ceremony.
- On August 1st, he participated in the Community Partnership Breakfast, he attended the Golden Plum ribbon cutting ceremony, and he attended the National Night Out event.
- On August 13th, he ran the Duck Splash event.
- On August 18th, he emceed Trivia Night in River Mill Park.
- On August 24th, he attended the Marine Corps Professional Association Annual Dinner.
- On August 30th, he enjoyed the first pour at the opening of the Mill Street Draft Garden.

Mayor Porta noted that he would like to invite the Prince William County School Board Chair to a Council meeting to give a presentation on the school systems sustainability program.

Mayor Porta also expressed to staff to look at options for improving holiday lighting.

6. COUNCILMEMBER REPORTS

Councilmember Freeborne Brinton noted that she attended the Community Partnership Breakfast and National Night Out.

Councilmember Daubresse noted that he attended the Community Partnership Breakfast and he suggested having a social media professional come into a future Partnership Breakfast.

Vice Mayor Loges noted that she attended the Duck Splash and National Night Out.

Councilmember Fithian noted that she attended the September Concert in River Mill Park and the Community Partnership Breakfast.

Councilmember Perkins noted that he attended the opening of the Mill Street Draft Garden.

7. BOARDS AND COMMISSIONS

Councilmember Perkins reported that the Planning Commission met on August 22nd. He noted that the Planning Commission focused on the Strategic Planning Update. Councilmember Perkin made a presentation of the themes and goals for the Planning Commissions Strategic Planning Update. He also noted that Daniel Moore of the Virginia Department of Environmental Quality (DEQ) gave a presentation on the Chesapeake Bay Preservation Act.

Architectural Review Board (ARB) Chairperson Seefeldt reported that the ARB met on August 22nd, and the board reviewed and approved one exterior elevation application. She noted that the ARB discussed and have sent to Council an update to the Exterior Elevation Design Guidelines (EEDG).

Mayor Porta asked for unanimous consent to move up on the agenda Item 9C entitled Request to

adopt Revised Architectural review Board (ARB) Exterior Elevations Design Guidelines. There being no objection, the item was moved up on the agenda.

9C Request to Adopt Revised Architectural Review Board (ARB) Exterior Elevations Design Guidelines

The Council reviewed the proposed ARB guideline entitled “Chapter 13 Porches” and discussed the differences between the ARB suggested edits and the Town Attorney’s suggested edits.

After discussion by the Council, Mayor Porta directed staff to work with the Town Attorney and the ARB to create a compromise between the two suggested edits.

8. ADMINISTRATIVE REPORTS

a. Administrative Report

Mr. Linn provided a written report as part of the agenda packet.

Mr. Linn added to his written report by providing an introduction and report on Jean Humbrecht from Humbrecht Law, P.L.L.C., who was retained as the new Town Prosecutor.

Mr. Linn then provided answers to brief questions on the Administrative Report from Council.

Mayor Porta asked the Town Engineer Mr. Reese if delays in approval of the updated FEMA Flood Map will jeopardize people’s eligibility to apply for flood insurance.

Mr. Reese replied that it will not jeopardize people’s eligibility.

Mayor Porta noted that it would be good to have an open house for the community to ask questions and learn more about the Town Police.

Vice Mayor Loges asked if there were any updates for the Mill at Occoquan.

Mr. Linn replied that the Town is waiting on the developer to submit a demolition plan and engineering report prior to any demolition work.

Councilmember Daubresse asked for an update on the drainpipe on Mill Street.

Mr. Linn replied that once construction of the Mill at Occoquan begins, VDOT agreed to assist by constructing a stormwater pipe under Mill Street to mitigate the runoff water from Kiely Court.

b. Town Treasurer’s Report

The interim Town Treasurer, Mrs. Quist, provided a written report as part of the agenda packet.

Mayor Porta asked about the balance sheet fund balances.

Mrs. Quist replied that the SLFRF are being handled outside the balance sheets and has been changed in the official report.

Council asked if a chart could be added to see the effect of the meals tax increase by month and fiscal year.

Mr. Linn responded that staff would provide an update and include such a chart in the Administrative Report.

c. Town Attorney

Mr. Crim provided a written report as part of the agenda packet. There were no questions.

Mr. Crim introduced Tolley Gwinn as an associate attorney and his backup at Sands Anderson.

9. REGULAR BUSINESS

a. Request to Adopt Ordinance to Repeal Town Code Section 92.02 Through 92.10 and Adopt New Article 2 in Chapter 92, Generally Relating to Noise

Mr. Linn noted that staff along with Vice Mayor Loges and the Town Attorney met to discuss a new noise ordinance and to review noise levels around town using a decibel reader. Mr. Linn noted that the decibel limit of eighty-five (85) dB(A) for daytime levels related to restaurants is based off of OSHA standards to protect hearing safety and that enforcement of the ordinance will be complaint based.

After Council discussion, the eighty-five (85) dB(A) for daytime levels for restaurants was lowered to eighty (80) dB(A).

Vice Mayor Loges moved to adopt Ordinance O-2023-14 to repeal Town Code Sections 92.02 through 92.10 and replace them with new Article 2 in Chapter 92 generally relating to noise with modification to lower daytime sound level from eighty-five (85) dB(A) to eighty (80) dB(A). Councilmember Freeborne Brinton seconded. Motion passed unanimously by roll call vote.

Ayes: Vice Mayor Loges, Councilmember Fithian, Councilmember Daubresse, Councilmember Freeborne Brinton, Councilmember Perkins

Nays: None

d. Request to Allocate and Appropriate Funds for Purchase of Public Works Utility Vehicle

Vice Mayor Loges moved to allocate and appropriate the funds received from the sale of existing Town vehicles for the purpose of purchasing a utility vehicle in an amount not-to-exceed \$9,000. Councilmember Fithian seconded. Motion passed unanimously by voice vote.

10. DISCUSSION ITEMS

a. Discussion on Replaining the Town Seal

Mayor Porta discussed the need to adopt a new Town Seal that was more indicative of the Town and proposed that the Council consider a competition for the design of the new seal.

The Council directed staff to put together a competition for a new seal design, whereas the current Town Seal was adopted in 2008 and is based off an earlier design adopted in the 1980's.

b. Discussion on Timed Parking Enforcement

Mr. Linn included a staff report on parking enforcement in the Free Timed Parking District. Mr. Linn noted that as indicated in the staff report, there are three issues identified with timed parking enforcement: (1) the process of marking or "chalking" of vehicles, (2) lack of interest in parking enforcement officers, and (3) concerns for police officers engaging in timed parking due to safety

and time requirements.

Mr. Linn also noted that he had recently received two applications for part-time parking enforcement officers.

After discussion, Council advised that the proposed solutions did not appear practical and asked staff to see if it was possible to use a product like ParkMobile for free timed parking. Council agreed that the best option is to continue with the part-time parking enforcement officers.

c. Discussion on Riverwalk Vision Plan Report

Mr. Linn briefed the Council on the draft report received for the Riverwalk Vision Plan from the Berkley Group. He noted that he, Deputy Town Manager Whitmoyer, and Councilmember Perkins met with the Berkely Group to go over parts of the plan that didn't meet expectations, and that a revised draft will be provided before the next Planning Commission meeting.

d. Discussion on RMP Playground

Mr. Whitmoyer presented a presentation of three proposals from two vendors for a playground in River Mill Park using SLFRF funds and to seek guidance from the Council on the type of playground and the budget.

After discussion, Council noted that a playground isn't feasible for the budget it will require but to look into play sculptures as an alternative to a playground.

11. ADJOURNMENT

The meeting was adjourned at 9:57 p.m.

Philip Auville, Town Clerk



TOWN OF OCCOQUAN TOWN COUNCIL MEETING

Agenda Communication

2. Consent Agenda	Meeting Date: September 19, 2023
2B: Request to Adopt Revised Architectural Review Board (ARB) Exterior Elevations Design Guidelines	

Attachments: a. Draft Revised ARB Design Guidelines – Tracked Changes

Submitted by: Adam C. Linn
Town Manager

Explanation and Summary:

This is a request to review the revisions to the Design Guidelines updated by the ARB Chair and Town Attorney and approve the revised guidelines.

At the August 22, 2023 ARB meeting, the ARB voted to recommend to the Town Council revisions to the ARB Design Guidelines. The revisions include changes to Section 13 of the Guidelines, related to porches. The Town Attorney reviewed the proposed revisions and submitted his recommendations on bringing the revisions into proper legal form. At the September 5, 2023 Town Council meeting, the Town Council reviewed both versions and directed Town staff to work with the Town Attorney and the ARB Chair to create a mutually agreeable set of revisions.

Staff Recommendation: Staff defers to Town Council for determination as this recommendation is from an advisory board to the Town Council.

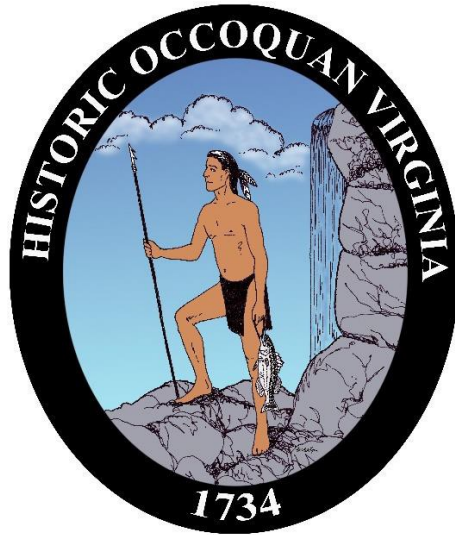
Town Attorney Recommendation: Approve the proposed revisions as submitted.

Proposed/Suggested Motion(s):

“I move to approve the revisions to Section 13 of the Design Guidelines as presented.”

OR

Other action the Town Council deems appropriate.



TOWN OF OCCOQUAN
ARCHITECTURAL REVIEW BOARD
DESIGN GUIDELINES MANUAL

Prepared by the Architectural Review Board
Adopted November 2005
Updated October 2022; August 202~~3~~³

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I. Introduction

In 1983 the Virginia Historic Landmarks Commission, after conducting a survey of structures within the Town of Occoquan, designated 13.25 acres as a historic area. Consequently, the United States Department of the Interior's National Park Service added the Town of Occoquan to the National Register of Historic Places. The Occoquan Town Council subsequently enacted ordinances that created an Architectural Review Board (ARB) to "preserve the unique cultural heritage represented by the original section of the town" and gave the ARB certain powers to regulate rehabilitation and new construction in the Historic District, as well as the right to approve or disapprove signs within the business district. The ARB works to uphold the intent of the ordinances and to further the aims set forth in the Comprehensive Plan.

The Code of Ordinances of the Town of Occoquan (Code), Section 157.179, "Matters to be Considered by the Board", states:

(A) "The board shall not consider interior arrangement, relative size of the building or structure, detailed design, or features not subject to any public view. The Board shall not make any requirements, except for the purpose of preventing developments obviously incongruous to the old and historic aspect of the surroundings.

(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, (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.*

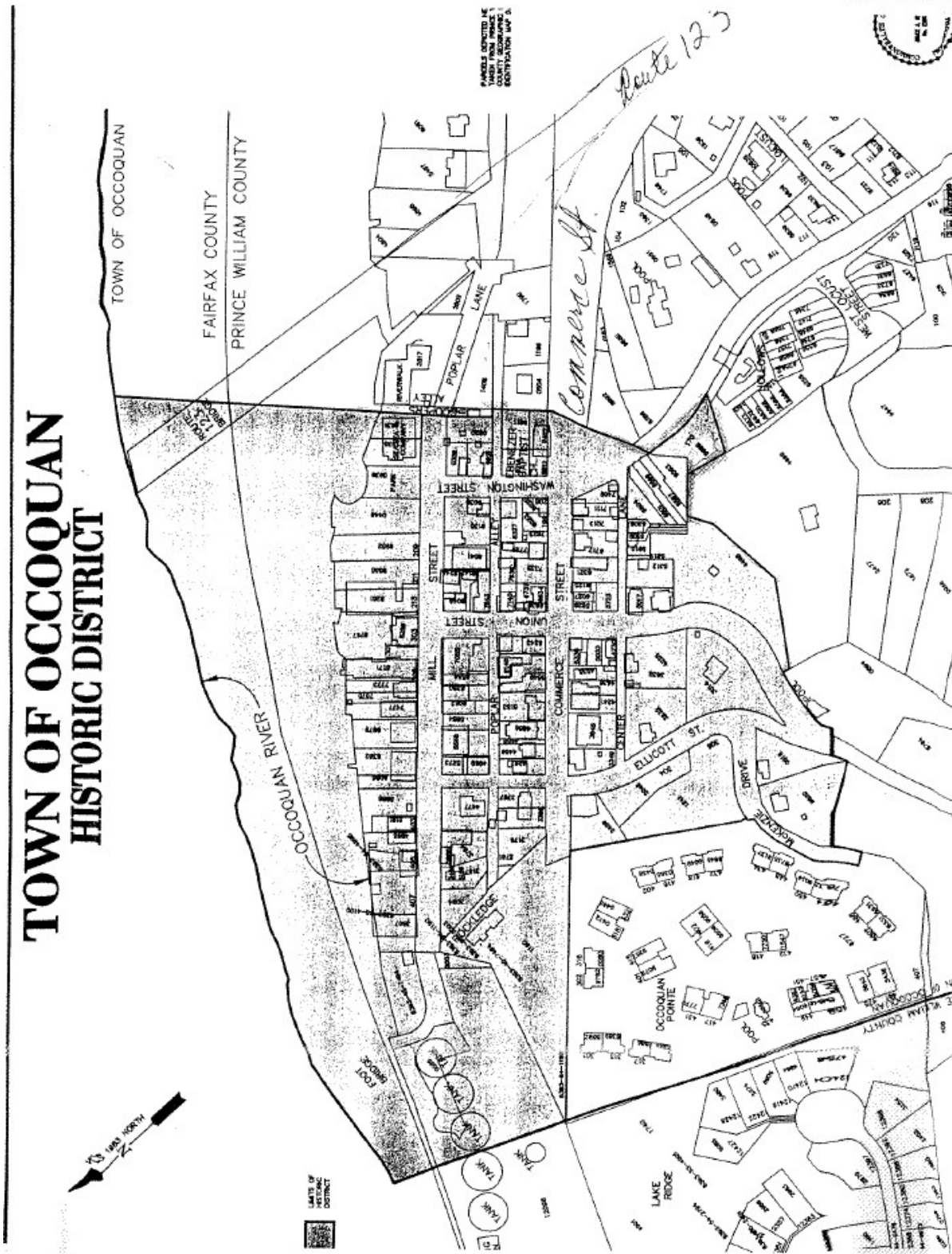
Note that the ARB considers the following things before issuing a certificate of appropriateness.

1. Exterior features that are subject to public view.
2. General design and arrangement.
3. Texture, material, and color.
4. Compatibility of factors 1, 2, and 3 with the surrounding buildings.
5. The harmony of the building or awning or bricks with the old and historic aspect of the surroundings.

The ARB must consider each and every one of these criteria in their decisions. Take note that interiors are exempt from ARB review as well as “detailed design or features not subject to any public view.”

This Design Guidelines Manual has been created to assist members of the ARB, builders, merchants, residents, and the public in protecting the historic character of Occoquan. It is the hope of the ARB that this document will assist in the ARB review application process by better informing and preparing applicants for presenting their plan to the ARB for review.

II. Map of the Historic District



III. A Brief History of Occoquan

Occoquan derived its name from the language of the Dogue Indians. It is believed that the Dogues had settled next to the Occoquan River due to the abundance of fish and ease of travel it afforded. It was the river and its location at the head of the tidewater that eventually made Occoquan a natural location for water-borne commerce. The “falls” of the fall line prevented ships from sailing farther upstream, and because the river is at its narrowest point, it became a natural spot for river crossings between what eventually became Fairfax and Prince William Counties. Early records indicate that agents of Robert “King” Carter hauled copper ore from the Frying Pan Copper mine near present day Dulles Airport. A tobacco warehouse was built as early as 1736, and an industrial complex began in 1750. In the 1790’s, Oliver Evans established and patented a milling process at the Merchant’s Mill; thus making it the first automated gristmill in the nation. The mill remained in operation for 175 years until it was ultimately destroyed by fire. The only remaining structure, the Miller’s office, is now a museum operated by the Occoquan Historical Society.

By 1828, Occoquan had a cotton mill , and by 1835, several mercantile stores and various mechanics had established themselves here. Farmers and traders came from as far as the Blue Ridge Mountains to patronize the town’s businesses, and those who traveled here often stayed overnight at the Alton, Occoquan, or Hammill hotels, the last of which still stands today.

Prior to the Civil War, shipbuilding began in Occoquan, specializing in schooners and longboats. In addition to products from the cotton and gristmills, there was a lucrative trade in cord wood, fish and river ice. Occoquan also built the first commercial ice storage house in this area. River ice, railroad ties and large logs were shipped upriver from Occoquan to Washington, D.C. and points north.

A mail stagecoach route was established through Occoquan in 1805. During the Civil War, both Washington D.C. and Alexandria were under blockade, and as a result, the Occoquan Post Office played a key role in passing letters and packages between North and South. During one winter, the Hammill Hotel served as temporary headquarters for Confederate General Wade Hampton.

The dawn of the 20th Century saw a town bustling with grocery stores, a lumber and hardware store, drugstore, millinery, churches, school, jail, blacksmith, barber, undertaker, doctor, and pharmacy. The Oddfellows Hall became a performance venue in

the area, and the Lyric Theater brought people to town by car, thus making Occoquan a social and commercial center. For Occoquan, the twentieth century also unfortunately brought one economic disaster followed by another. In 1916, a devastating fire destroyed many of the structures located in the historic center of town. The coming of the automobile and silting of the river heralded the end of shipping as the main commercial highway of the area.

With the opening of Route 1 in 1928, Occoquan no longer stood astride the major north-south travel route. The construction of Interstate 95 in later years caused an explosion of residential and commercial building in nearby Woodbridge, and as a result, the town's standing as the area's primary center of commerce declined. Then in 1972, the ravaging waters of Hurricane Agnes destroyed buildings, sidewalks, streets and the iron truss bridge that crossed the Occoquan River.

Any one of these events could have meant the demise of our small riverside town, but Occoquan is a town destined to survive. After every tragedy, townspeople and merchants alike repaired, rebuilt, and restored it creating a unique place that offers boating, fishing, shopping, and pleasant dining in an historic atmosphere. Antiques, collectibles, fine art, crafts, clothing, gourmet food, and unique gifts have replaced mills, ice houses, lumberyards, and shipyards. Through good times and bad Occoquan is a town that refuses to die. As history has shown time and time again and with each passing year, Occoquan shall remain as it has always been--unique, special, and unforgettable.

IV. District Character

Geographically, Occoquan is bounded to the north by the Occoquan River and to the south by wooded bluffs. The streets are laid out in a simple grid pattern that stretches up a light sloping hill to the south. Five major streets – Mill, Union, Commerce, Washington, and Ellicott – comprise the district.

The potential value of the site on a river that opens into the Potomac River was recognized as early as 1755 by John Ballendine, who hoped to establish forges, mills, stores, and dwellings on the site. As early as 1804, Occoquan achieved the status of an official town. A map which survives from that date illustrates a street pattern nearly identical to the present layout. Over thirty structures are noted on the map, including a mill and cooper shop. Few buildings constructed during the town's settlement years stand today. Most notable is Rockledge, constructed by Ballendine in 1758. The Georgian two-story stone house with elaborate work rises on a rock ledge overlooking Mill Street and the Occoquan River.

The most widely recognized structure in Occoquan was a flour mill owned by Nathaniel Ellicott. Illustrated in Oliver Evans' *The Young Mill-Wright and Miller's Guide*, the building was destroyed in 1924. However, the miller's office, now the Mill House Museum, still stands on Mill Street immediately southeast of the mill site. The small one-story stone and brick structure above a raised basement covered by a gable roof was erected in the late 18th century or early 19th century. The house is presently occupied by Occoquan Historical Society, which uses the building for exhibition space. A replica of the original mill is found in the museum.

Occoquan continued to flourish throughout the 19th century. Both commercial and residential structures remain from the mid-19th century. The circa 1830 Hammill Hotel, located in the center of the district at the intersection of Commerce and Union streets, is a square, three-story building constructed of five-course American bond brick beneath a hipped roof.

Evidence of Occoquan's continued prosperity during the late 19th century survives in a large number of residences that line Commerce and Union streets. Constructed primarily in the building vernacular of folk Victorian tradition, the two-story frame buildings frequently display German siding and decorative porches. Buildings in the 200 through 300 blocks of Commerce Street are examples of this type. Typical of these houses is 202 Commerce Street, a two-story frame, five-bay building with a gable roof, the façade

decorated by a porch consisting of stylized Doric columns and sawncut balustrade. Dating to the same period is 306 Commerce Street, a two-story frame, three-bay house with a shed roof fronted by a porch supported on chamfered posts with scroll brackets connected by a sawnwork balustrade. A variety of simple un-ornamented buildings also exist in the district, including 209 Commerce Street, a two-story frame house covered in German siding beneath a gable roof, and 304 Commerce Street, another two-story, three-bay building sheathed in weatherboards.

Fire swept down Mill Street in 1916 destroying many of the town's major commercial structures. However, a few residential structures which date to the late 19th century still stand at the west end of Mill Street and have now been converted to businesses. Among these is 406 Mill Street, a two-story, five-bay building with a porch consisting of turned posts and a decorative sawncut balustrade. The residence at 402 Mill Street, now a business, is a good example of early twentieth century craftsman or bungalow architecture. There are several of these in the Historic District. Most of the commercial buildings are simple commercial vernacular structures built after the fire.

The Historic District contains few public buildings. Two churches, both dating to the 20th century, are located within the boundaries. The Ebenezer Church, built in 1924, stands on Washington Street. The Methodist congregation constructed their church at 314 Mill Street in 1926 which now serves as Town Hall.

Toward the end of the last century improved economic conditions in town and an increase in the population of Northern Virginia combined to create an atmosphere favorable to new commercial and residential construction. Keeping true to the tradition of eclectic design in Occoquan, these buildings reflect Federal, vernacular, even Tudor influences. Several townhouse developments have dramatically changed the landscape of the town.

Each major period of Occoquan's history is represented in its buildings. Well-kept, shaded yards surround many of the residential structures on Washington, Commerce, and Ellicott Streets. Shops and commercial buildings on Mill Street are tightly knit and open directly onto the paved streets. The lawns and decorative details of the residential structures, in contrast with the density of the commercial core, create a unified, yet varied, combination of buildings and building types within the Historic District.

--Adapted from *District Character* by Virginia Historic Landmarks Commission

V. Rehabilitation and Construction

1. Additions

An exterior addition to a historic building is acceptable with three suggestions strongly recommended:

- a) Locating the addition so as not to be conspicuous.
- b) Limiting the size and scale of the addition in order not to compromise the integrity of the building or any structures surrounding it.
- c) Using materials compatible with the historic building and the other buildings nearby.

The Occoquan Code requires a building permit when constructing, enlarging, altering, repairing or demolishing a building or structure.

2. Awnings

The use of attractive awnings and canopies is encouraged in the Historic District. Fabric shall be limited to canvas or similar cloth. Vinyl, plastic, and aluminum are not compatible materials for use in the Historic District. The color should be in the palette of historic colors. See Colors.

Words on your awning are considered signs and must be preapproved by the ARB.

3. Bricks

18th and 19th century bricks were much larger than 20th century bricks and the use of the oversized bricks is encouraged. Brick color shall be in the terra cotta or reddish-orange tones. Colored bricks were unknown in the 18th and 19th centuries. All bricks were made from natural clays, and varied in shade depending on the region of the origin. Burned or black bricks were usually used only on the gable ends or chimneys.

Mortar shall be sand-colored. "C-73" is an example of a modern mortar which most closely resembles historic mortar. Blue Bond or gray mortar is prohibited. Mortar joints were "grapevine" or other patterns were used rather than the smooth joints used in modern times.

Bricks were laid to form patterns, such as Flemish bond, English bond, common bond, rather than modern-day running bond. A “water table” course was built about two feet about the foundation to deflect running off the roof.

4. Chimneys

Chimneys shall extend at least six (6) feet above the roof ridge, corbelled and be of a design appropriate to the architectural style. Suitable materials are brick or stone.

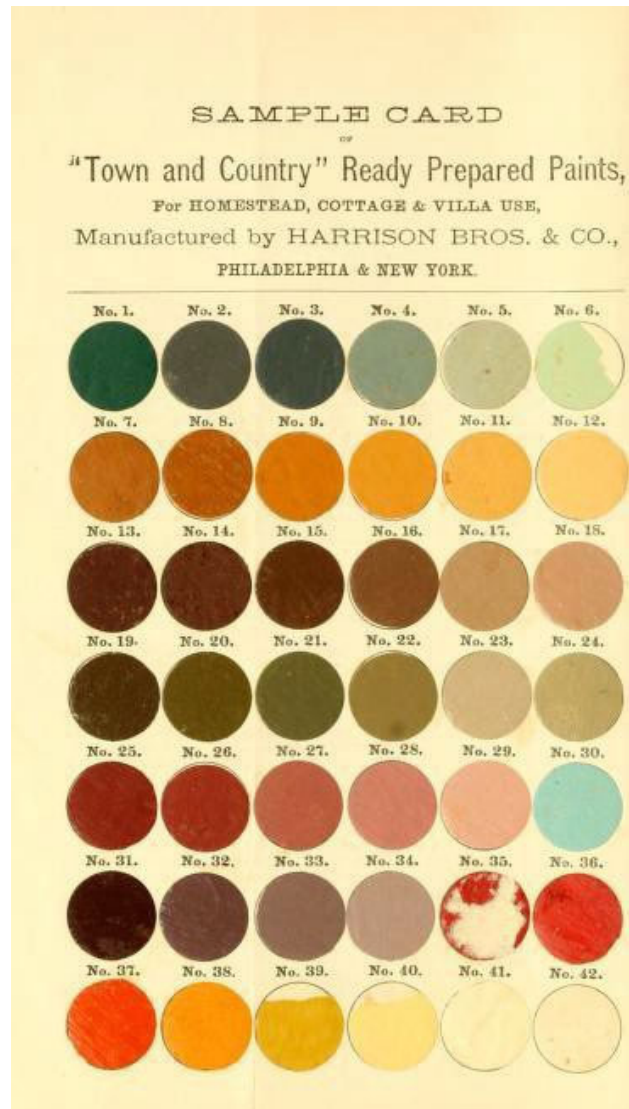
5. Colors

Exterior paint colors shall be appropriate for the architectural period of the building. Colors of a building shall take into consideration roof and foundation colors. It is encouraged that when rehabilitating Craftsman or Victorian style homes to use period-appropriate color pairings. In addition, for rehabilitation or replacement of windows, “earth tone” colors are appropriate.

The book *A Century of Color* is an excellent reference. Another resource is the following color chart which is taken from the website Archive.org and the document “Every Man His Own Painter!” which was originally written in 1872.

Note that none of these colors are modern paint chips. Use these colors as a guide as you pick out your exact paint colors. Most popular exterior paint brands now have historic palettes available.

Painting of brick or stone is not recommended. Existing paint may be removed if done in a manner which will not damage the surface of the structure. Methods such as sandblasting, chemical application and heat guns tend to damage the structure.



6. Doorways

The placement and proportions of windows and doors are of paramount importance in achieving an historic reproduction. Original doors should be repaired and rehabilitated if possible. Storm doors shall allow visibility of the original door. Sliding glass doors are not considered to be in keeping with the character and architectural detail of the Old and Historic District and are prohibited if visible from the street (waterfront is also considered a street).

Style of doors from:

18 th Century	Six-panel (cross and open Bible); small glass light above door Solid wood or stone header over top of door 1775-1800 had very elaborate doorways, with sidelights and fanlights above front door and columns beside door or entry porch
19 th Century	Wide variety of elaborate doorways Stained glass in doors Double doors Columns

On storefronts, doors may be constructed of painted wood or wood-look-alike, and may include large areas of glass. Paneled or glazed paneled doors are appropriate for residential buildings. Unfinished aluminum is not recommended. Security and fire-resistant updates to doors are welcomed.

7. 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, vinyl, and snow fencing are not considered appropriate. Composite fencing can be considered appropriate if it has historic features.

8. Foundations

Foundation walls shall be covered with brick, stucco, stone, aluminum, vinyl, or wood siding. Paneling and exposed cinder or concrete block or monolithic concrete walls are not considered appropriate.

9. Handicap Ramps

Handicapped ramps shall be ADA compatible and located at the rear or side of a building, if possible. The design shall be consistent with the design, textures, materials, and colors of the building.

10. Landscaping

Trees, shrubs, and flowering plants contribute greatly to the character of an area; therefore, existing vegetation, especially trees, should be preserved if at all possible. Adding shrubbery does not need ARB review. Taking out trees 4" in diameter or more needs permission from the Town Manager.

11. Lighting

Exterior lighting for structures in the Historic District shall reflect the style and era of the building. Freestanding lights shall not exceed 15 feet in height, and all light shall be directed downward into the site. A combination of freestanding and wall-mounted fixtures is recommended in order to yield varied levels of lighting. Appropriate decorative fixtures are desirable over utilitarian fixtures. Sodium vapor lighting or anything that looks like neon is inappropriate in the Historic District.

12. Materials

Siding – Original siding materials shall be repaired to retain the original character of the surface rather than removed or covered. Often this is not possible so a look-a-like and modern material will be sufficient as long as all efforts are made to maintain the same appearance.

Exterior trim – Dentil molding and crown molding were simple in the early part of the 18th Century, and elaborate in the later with columns added. 18th Century trim consisted of dentil and crown molding on the fascia boards, corner moldings, and lentils above windows. Lentils were of brick, stone, or a solid piece of wood. Brick lentils were laid to form an arch, either a “jack” arch or a “segmented” arch. The segmented arch was curved rather than straight.

In the 19th Century trim was elaborate. The mid- to later part of the 19th Century has often been called the “Gingerbread Age” with immigrant skilled laborers providing elaborate trim on fascia boards, soffits, rake boards, windows, doors, and porches at low costs. Brackets attached to the soffits were commonplace.

13. Porches

~~Porch posts shall be at least 4x4, round or square, so the correct scale between the building and the porch is achieved. In the 18th Century square posts were chamfered on the corners. Victorian porch posts were decoratively turned on a lathe or trimmed in a decorative manner. Victorian porches, often up to three per house or wrapped around three sides of the house in a continuous line, were widely used and elaborately trimmed with spandrels, brackets, and often flat lacy balusters. Porches in the latter part of the century were decorated with “gingerbread” on rake boards, and spandrels and brackets, as well as flat lacy spindles were often used.~~

Porches are the welcoming hand to any structure, sometimes covered, sometimes not. Porches have played an important role in many Historic Districts, including Occoquan, and consist of many styles over the years. Historically porches were made of wood and/or masonry. Wood is still preferred in the Historic District but a realistic woodgrain look is acceptable.

New or modified porches in the Historic District should reflect the styles and appearance of existing porches in the Historic District as to scale and aesthetics. When modifying a porch, the property owner must maintain or enlarge the existing dimensions of the porch and must match or retain the profiles of the porch’s elements (such as column bases, shafts and capitals, balusters, and ornamental millwork). Existing open-air front porches on primary elevations must not be enclosed. Any building with an existing primary-elevation porch should not have an additional porch created. For contributing structures, a ramp for ADA access should work with the existing porch rather than alter the features of the structure.

14. Roof Pitch and Material

Pitch - The pitch of a roof shall be a minimum of 8/12 except on a hip roof, mansard, or gambrel (barn). On a flat roof, a parapet with trim should be erected above the roofline (such as a store or Italianate Victorian).

Materials - Cedar shingles were widely used during the 18th Century (approximately 90 percent), and the remainder of the structures most often had oak shingle roofs. Shakes were used on outbuildings only. During the 19th Century, roofs were standing ridge (metal) or slate shingles. Modern composition shingles shall be chosen in colors to match the color of weathered historic roofing materials. Wherever pressed tin or standing seam style roofs exist an effort should be made to preserve and/or refurbish. The same roof style shall be extended on any addition to buildings with existing pressed tin roofs.

15. Skylights

An application for a skylight must either (i) be based on a historical example from the

period 1736 through 1928 or (ii) show installation in a location not visible from the adjacent right-of-way.

16. Rooftop Screening

If roof-mounted mechanical equipment is used on a flat roof, it shall be screened from public view on all sides by a parapet. If additional screening is necessary, the screening material and design shall be consistent with the design, textures, materials, and colors of the building. The screening shall appear as an integral part of the building. All effort should be made to locate equipment in a location that takes full advantage of the screening provided by the parapet from a street perspective.

17. Satellite Dishes

FCC rules allow for satellite dishes even though they are not historically accurate. If a satellite dish is installed it should be placed in an obscure location.

18. Solar Facilities (Photo Voltaic Systems)

Solar Facilities (Photo Voltaic Systems) are allowed in the Town of Occoquan even though they are not historically accurate. Solar facilities are permitted on contributing structures only if the panels are made of materials that closely match the color of the existing roof and panels are mounted flush with the roof. Solar facilities are permitted on non-contributing structures if mounted flush with the roof and gray, black, or silver in color, or if they match the existing roof color.

19. Screening

All outdoor utilities, transformers, meters, trash dumpsters, and mechanical units shall be screened from the public view by walls, fences, or landscaping as long as such uses are compatible with zoning regulations. Screening should appear to be an integral part of the overall site plan.

20. Streetscape

Town standards must be adhered to when sidewalks are placed on public right-of-way. Benches, trees, trash receptacles, and street lights may not be placed on public right-of-way.

21. Vending Machines

Vending machines are not allowed in the Historic District.

22. Windows

The placement and proportions of windows and doors are of paramount importance in achieving a historic reproduction. Most glass manufacturers 125 years ago did not have the capability to create large sheets of glass. That's why old window sashes are comprised of a collection of smaller pieces of glass separated and held in place by muntin bars.

Traditional windows have depth and a windowsill, as well as true divided lights or interior and exterior fixed muntin with internal spacers to reference traditional designs. No mirrored or tinted glass.

The architecture style of Craftsman homes and Victorian homes often used colors for muntin and sashes. That is encouraged using the earth tone colors.

In new construction simulated true divided light windows in the appropriate style and color (earth tones) shall be used.

Storm windows shall not be used unless the design allows the original window to show through.

18th Century Small panes; six over six window lights and up
1775-1800 arched at top, shutters
Proportions - one-half the width of the height
Placement - Lined up one above the other and over doorways
Headers - Wood, solid beam; stone; brick; jack arches or segmented
arches; lighter brick often used around windows

19th Century Windows in the early 19th Century were usually six over six. The
emergence of styles such as neo-Gothic, Italianate and Queen Anne led
the use of two over two, one over one, and in Queen Anne a multiplicity
of combinations. By the end of the 19th Century, two over two dominated
and this is the pattern most often seen in 19th Century houses in
Occoquan
Proportions - Usually, one-half width of height
Headers - Elaborate, eyebrow, segmented and jack arches

For information on the Architectural Review Board, visit www.occoquanva.gov.



TOWN OF OCCOQUAN

TOWN COUNCIL MEETING

Agenda Communication

2. Consent Agenda	Meeting Date: September 19, 2023
2C: Request to Authorize Execution of Copier Contract with Commonwealth Digital Office Solutions	

- Attachments:**
- a. Proposal
 - b. Draft Lease
 - b. Draft Maintenance Contract

Submitted by: Adam C. Linn
Town Manager

Explanation and Summary:

This is a request to authorize the Town Manager to execute a contract with Commonwealth Digital Office Solutions to procure a new copier lease and a new maintenance contract for Town copiers.

The Town currently has a 5-year lease and maintenance contract with Commonwealth Digital that ends in August 2024. The new contract will go into effect by 2024 and Commonwealth will buy out the current upstairs copier, giving the Town a new unit and replacing the old unit in the Town Hall basement with the current upstairs unit. This contract will reduce monthly payments by \$83 per month and lower the maintenance rates.

Staff Recommendation: Staff recommends the execution of the contract.

Cost and Financing: Approximately \$5,000 per year

Account Number: 61620 - Copier Supplies, Service and Lease

Proposed/Suggested Motion:

“I move to authorize the Town Manager, upon review and approval by the Town Attorney, to execute a contract with Commonwealth Digital Office Solutions for copier services.”

OR

Other action the Council deems appropriate.

Custom Solutions

for Your Business Challenges



**Presented to: Mr. Matt Whitmoyer
Town of Occoquan**

Presented by:

Al Walters
Sales Manager
Commonwealth Digital Office Solutions
21205 Ridgetop Circle
Sterling, VA 20166
alw@commonwealthdigital.com
703-450-7171 ext. 2238
August 16, 2023

*Multi-Functional Devices
Managed Print Services
Managed Network Services
Document Management*



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www.CommonwealthDigital.com

About Commonwealth

We provide value, all day, every day, 24 hours a day. Our pledge to you, our customer.

- **LOCAL, FAMILY-OWNED BUSINESS:** With 46 years in business, Commonwealth Digital Office Solutions also is recognized throughout the Washington-Baltimore Metropolitan area as an innovator and leader in helping businesses grow through Document Management Systems, Managed Network Services, Managed Print Services, Systems Integration, Hardware and Software.
- **FOCUSED ON SUPERIOR SERVICE:** Get peace of mind and spend time on better things by *never having to call for service, supplies, or take meter readings again.*
- **INVOLVED IN OUR COMMUNITY:** Commonwealth Digital Office Solutions supports a large variety of important local organizations.



ONE SOURCE – ONE INVOICE – ONE RESPONSIBILITY
COMMONWEALTH DIGITAL OFFICE SOLUTIONS

Grow your business with our total management solutions program

MULTI-FUNCTIONAL DEVICES

- Print
- Copy
- Scan
- Fax
- Email

MANAGED PRINT SERVICES

- Monitors every connected device on your network
- Automatically provides service, supplies and maintenance for each device

DOCUMENT MANAGEMENT

- Makes documents and information available to the right people, when they need it
- Uses the latest document management software

MANAGED NETWORK SERVICES

- Cloud computing
- Security
- Data backup and business continuity
- 24/7 monitoring and help desk
- On-site response
- Upgrades, migrations, moves



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COMMONWEALTH DIGITAL OFFICE SOLUTIONS

We Care Program: Never Call For Service or Supplies Again!



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COMMONWEALTH DIGITAL OFFICE SOLUTIONS

Our “We Care” program is fully automatic. Your equipment talks to us. We take care of the issue and follow-up with you to let you know what we’ve already done.

- Never make a service call
- Never call for supplies
- Never take a meter reading
- 24/7 monitoring on all network connected devices
- You get a 12-month money-back guarantee
- You get a 2-year new machine replacement guarantee
- 4 hour response time guarantee
- 98% up-time guarantee



Your equipment tells us when it's low on supplies and we automatically ship them to you before you run out.

ONE SOURCE – ONE INVOICE – ONE RESPONSIBILITY
COMMONWEALTH DIGITAL OFFICE SOLUTIONS

Multi-Functional Devices

Commonwealth Digital Office Solutions and Konica-Minolta

- Print
- Copy
- Scan
- Fax
- Email



For simple, on-screen control, seamless software integration and all the options you need in any business or professional application.

- Office Systems: Color/Black & White
- Production Print
- Printers
- Wide Format

ONE SOURCE – ONE INVOICE – ONE RESPONSIBILITY
COMMONWEALTH DIGITAL OFFICE SOLUTIONS

Managed Print Services

- Lower your costs
- Speed your workflow
- Increase your productivity



Commonwealth will put all your network connected devices under our “We Care” program.

- Automated Service Calls
- Automated Supply Ordering
- Automated Meter Reading

ONE SOURCE – ONE INVOICE – ONE RESPONSIBILITY

COMMONWEALTH DIGITAL OFFICE SOLUTIONS

Laboratory-Tested for Your Complete Satisfaction

Expert help and planning for:

- Changes to existing software/networks
 - Moves
 - Upgrades

Our inhouse lab actually duplicates your individual business environment so that we can simulate your network and software, prior to delivery. You get:

- A smooth, perfect installation
- Everything working exactly as you want
- Direct access to a local engineer for immediate solutions and answers to your questions
- Help desk staff on hand to diagnose and fix user problems
- A focus on you and your needs



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COMMONWEALTH DIGITAL OFFICE SOLUTIONS

Commonwealth's Donations

Your Support Helps Us Give Back

“Since 2005 Commonwealth has donated over \$1 Million to these and other local organizations.”

Loudoun County School

Backpack Program

Loudoun County Transitional Housing

Marine Toys for Tots Foundation

National Women's Health Network

Hopeworks of Howard County

ASPCA

Bread for the city

Calvary Women's Services

Central Union Mission

Creative Kids

For The Love of Children

Ronald McDonald House

Make a Wish Foundation

Doorways for Women & Children

Zero the end of Prostate Cancer

Shriners Hospital for Children

Special Olympics

St. Jude's Children's Hospital

Howard County Public Libraries

Humane Society of Fairfax County

Humane Society of Loudoun County

Humane Society of Prince William

Doctors Without Borders

Best Friends Animal Society

Helping Hands

The Foundation Schools



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COMMONWEALTH DIGITAL OFFICE SOLUTIONS

Awards and Distinctions

At Commonwealth, our most important recognition comes every single day from our valued clients and employees. We are also pleased to be acknowledged by the following organizations.



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COMMONWEALTH DIGITAL OFFICE SOLUTIONS

V.I.P. Advantage Service

OFF Lease Equipment

1. 36 MONTH REPLACEMENT GUARANTEE: If your Commonwealth equipment develops a problem that cannot be fixed, we will replace it within the first 36 months of installation.
2. 60-DAY SWITCH OPTION GUARANTEE: If you decide up to 60 days after you take delivery that your equipment is either too large or too small, we will give you a full refund toward any equipment we sell.
3. FREE OVERHAUL GUARANTEE: We will overhaul your machine FREE OF CHARGE for up to seven years if needed.
4. FREE LOANER GUARANTEE: We will provide a free loaner, until we get your machine up and running.
5. RETROFIT/ SOFTWARE UPGRADE GUARANTEE: You will not be charged for upgrades or retrofits from the manufacturer for up to seven years.
6. 24-HOUR SERVICE GUARANTEE: You will have our technicians on call 24 hours a day, 7 days a week, at no extra charge.
7. COMPREHENSIVE SERVICE GUARANTEE: We will provide ALL parts, ALL labor, and ALL supplies, except paper, throughput materials and staples under COMMONWEALTH's Comprehensive Service & Supply Plan at one low charge.
8. FACTORY CERTIFICATION GUARANTEE: All of Commonwealth's technicians are factory certified and trained to work on your equipment.

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COMMONWEALTH DIGITAL OFFICE SOLUTIONS

Bizhub C458

The bizhub C458 multifunction printer can boost your output speed and improve your productivity with 45 ppm print/copy speed in both color and B&W, standard single pass dual scanning at up to 240 originals per minute and an enhanced 10.1 inch control panel to ensure seamless operation between the MFP, PC tablet, smartphone and other devices.



- Key Features:**
- Color/B&W Speed: up to 45 ppm
 - 10.1" Control Panel
 - Dual Scanning Option: up to 240 opm
 - Standard Web Browser

Other Features:

- High-speed, high-volume 45 ppm print/copy output in both color and B&W
- Dual scanning at up to 240 opm brings information into your workflow fast
- Large 10.1" color panel with a new mobile connectivity area
- Standard IWS/web browser
- Standard 4 GB of memory
- Fast processing CPU to provide high performance for office usage as central MFP
- Downloadable apps from our bizhub MarketPlace to improve your productivity

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COMMONWEALTH DIGITAL OFFICE SOLUTIONS

bizhub C458

COLOR MID-VOLUME MULTIFUNCTION PRINTER

bizhub C458

If your workload is growing, the bizhub C458 is the MFP solution you've been searching for – with 45 ppm print/copy output in superior Simitri HD color or cost-effective B&W. The C458 also offers standard dual scanning at up to 240 opm, 6,650-sheet maximum paper capacity, enhanced touch-and-swipe operation on the large 10.1 inch control panel and full solution integration.

System Overview

System memory	4 GB
System hard disk	250 GB Standard
Interface	10-BASE-T/100-BASE-TX/1,000-BASE-T Ethernet, USB 2.0
Network protocols	TCP/IP (IPv4/IPv6), SMB, LPD, IPP, SNMP, HTTP, HTTPS
Frame types	Ethernet 802.2, Ethernet 802.3, Ethernet II, Ethernet SNAP
Dual scan document feeder	Up to 300 originals / 5.5" x 8.5" to 11" x 17" / 35-210 gsm
Printable paper size	Scanning/Copying: up to 11" x 17" Printing: up to 11" x 17" full bleed on 12" x 18" paper Custom paper sizes Banner paper max.: 11.75" x 47.25"
Printable paper weight	52-300 gsm
Paper input capacity	Standard: 1,150 sheets Max.: 6,650 sheets
Tray 1	500 sheets / 5.5" x 8.5" to 11" x 17" / 52-256 gsm
Tray 2	500 sheets / 5.5" x 8.5" to 12" x 18" / 52-256 gsm
Tray 3 (optional)	500 sheets / 5.5" x 8.5" to 11" x 17" / 52-256 gsm
Tray 4 (optional)	2 x 500 sheets / 5.5" x 8.5" to 8.5" x 11" / 52-256 gsm
Large capacity tray LU-207 (optional)	2,500 sheets / 8.5" x 11" to 12" x 18" / 52-256 gsm
Large capacity tray LU-302 (optional)	3,000 sheets / 8.5" x 11" / 52-256 gsm
Large capacity tray PC-415 (optional)	2,500 sheets / 8.5" x 11" / 52-256 gsm
Manual bypass	150 sheets / 4" x 6" to 12" x 18" / custom paper sizes / 50-300 gsm
Automatic duplexing	5.5" x 8.5" to 12" x 18" / 52-256 gsm
Finishing modes	Offset, group, sort, staple, punch, half-fold, z-fold, tri-fold, post-insertion, booklet
Output capacity	Max. with finisher: 3,300 sheets Max. without finisher: 250 sheets
Stapling (optional)	Max.: 100 sheets or 94 sheets + 2 cover sheet (up to 209 gsm)
Stapling output capacity	Max.: 1,000 sheets
Tri-fold (optional)	Up to 3 sheets
Tri-fold capacity	Max.: 30 sheets (tray)
Booklet (optional)	Max.: 20 sheets or 19 sheets + 1 cover sheet (up to 209 gsm)
Booklet output capacity	Max.: 100 sheets (tray)
Copy/print volume	Max.: 150,000 pages/month
Toner lifetime	Black: 28,000 pages/CMY: 26,000 pages
Imaging unit lifetime	Black: 145,000 pages / 600,000 pages (Drum / Developer) CMY: 125,000 pages / 600,000 pages (Drum / Developer)
Power consumption	120 V / 60 Hz, less than 0.5 kW (system)
System dimensions	24.2" x 27" x 38" (W x D x H)
System weight	Approx. 242.5 lb

Copier Specifications

Copying process	Electrostatic laser copy, tandem, indirect
Toner system	Simitri® HD Polymerized Toner
Print speed (8.5" x 11")	B&W / Color: up to 45 ppm (Portrait)
Print speed (11" x 17")	B&W / Color: up to 22 ppm (Portrait)
Autoduplex speed (8.5" x 11")	B&W / Color: up to 45 ppm (Portrait)
1st copy out time	B&W: 4.0 sec. Color: 5.1 sec.
Warm-up time	Approx. 25 sec.
Copy resolution	600 x 600 dpi
Gradations	256 gradations
Multi-copy	1-9,999
Original format	Up to 11" x 17"
Magnification	25-400% in 0.1% steps, auto zooming
Copy functions	Electronic sorting, multi-job, adjustments (contrast, sharpness, image density), proof copy, interrupt mode, color mode, separate scan, sort/group, combination, original selection, ID card copy, 2-in-1, 4-in-1

Printer Specifications

Print resolution	1,800 x 600 dpi, 1,200 x 1,200 dpi
PDL	PCL6 (XL 3.0), PCL5e/c, PostScript 3 (ver. 3016), XPS
Operating systems	Windows (x32/x64): XP / Vista / 7 / 8 Windows Server (x32/x64): 2003 / 2008 / 2008 R2 Macintosh OS X 10.6 or later Linux / Citrix
Printer fonts	80 PCL Latin, 137 PostScript 3
Print functions	Direct Print of PCL, PS, TIFF, XPS, PDF, encrypted PDF files and OOXML (DOCX, XLSX, PPTX), mixmedia and mixplex, "Easy Set" job programming, overlay, watermark, copy protection, carbon copy print

Printer Specifications (Optional)

Print controller	Embedded Fiery IC-416 (VI-510 required)
Memory/HDD	2 GB / 160 GB
PDL	PostScript (ver. 3019) PCL 6/5c
Operating systems	Windows (x32/x64): XP / Vista / 7 / 8 Windows Server (x32/x64): 2003 / 2008 / 2008 R2 Macintosh OS X 10.8 or later

Scanner Specifications

Scan speed	B&W / Color: up to 240 ipm
Scan resolution	Max.: 600 x 600 dpi
Scan modes	Scan-to-Email, Scan-to-SMB, Scan-to-FTP, Scan-to-Box, Scan-to-USB, Scan-to-WebDAV, Scan-to-DPWS, Network TWAIN scan
File formats	JPEG, TIFF, PDF, PDF/A 1a and 1b (optional), compact PDF, encrypted PDF and searchable PDF (optional), XPS, compact XPS, PPTX and searchable PPTX (optional), searchable DOCX/XLSX (optional)
Scan destinations	2,100 (shared with fax), LDAP support
Scan functions	Annotation (text/time/date) for PDF, up to 400 job programs, realtime scan preview

Fax Specifications

Fax	Super G3 (optional)
Transmission	Analog, Internet fax, Color i-Fax, IP-Fax
Resolution	Max.: 600 x 600 dpi (ultra-fine)
Compression	MH, MR, MMR, JBIG
Modem	Up to 33.6 Kbps
Destinations	2,100 (single + group)
Functions	Polling, time shift, PC-fax, receipt to confidential box, receipt to Email/FTP/SMB, up to 400 job programs

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COMMONWEALTH DIGITAL OFFICE SOLUTIONS

Investment Review

EQUIPMENT PROPOSED

OFF LEASE Konica Minolta C458 B&W/COLOR Digital Printer/Copier/Scanner

System Includes:

- 45/45 prints/copies per minute
- Single Pass Dual Scan Automatic Document Feeder
- Automatic Duplex Capability
- Two 500 Sheet Paper Trays w/11x17 Capability/One 2,500 Sheet Paper Deck/150 Sheet Intelligent Bypass
- 250GB Hard Disk Drive
- FS-539 SD Booklet Finisher
- LK 116 Kit

Offers high speed network printing and scanning. Scans to E-Mail/FTP/PC/HDD as a TIFF/PDF/JPEG. Also offers color network scanning.

LEASE, (\$1.00 purchase option offered at end of lease term, -0- \$ Down)

Lease Term 60 MONTH

CURRENT LEASE BILLING \$189.00 PER MONTH

CURRENT CSSP BILLING 153.00 PER MONTH

TOTAL BILLING \$342.00 PER MONTH

PROPOSED BILLING \$159.00 PER MONTH LEASE

PROPOSED CSSP BILLED \$100.00 PER MONTH

TOTAL COSTS \$259.00 PER MONTH

SAVINGS OF \$83.00 PER MONTH!

SAVINGS OVER TERM \$4,980.00!

CUSTOMER TO OWN C454e REPLACING C452.

CDOS TO PICK UP C452 AT NO CHARGE.

COMPREHENSIVE SERVICE AND SUPPLY PROGRAM

Minimum Monthly Billing \$100.00 5,000 B&W prints included. B&W overage per print charge \$.0098.

632 color prints included. Color overage per print charge \$.079

(Includes all parts, all labor, and all supplies except throughput materials and staples.)

Commonwealth's We Care Service Program:

Never make a service call, Never call for supplies, Never take a meter reading

DELIVERY INSTALLATION INTEGRATION AND TRAINING - No Charge

Note: All digital equipment requires dedicated power outlet.

Guaranteed pricing until 8/31/2023

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bizHub Apps

bizHub Apps give you direct access to personal and professional information, stream-line workflow, improve productivity and enhance user experience...directly to your bizhub MFP control panel! We put a new world right at your fingertips.



bizhub Connector for Box

Access your business files in the cloud by connecting to your Box account directly at the MFP.



bizhub Connector for FilesAnywhere

Store, view, and access your business files in the cloud by connecting directly to FilesAnywhere at the MFP.



bizhub Connector for OneDrive

Scan, print, and perform basic file operations in Microsoft OneDrive.



bizhub Connector for Gmail

Browse, preview, and print your emails and attachments directly from Gmail – without ever leaving your MFP



bizhub Connector for Google Drive

Browse, preview, print and upload Google documents – without ever leaving your MFP.



Clean Planet

Going green just got easier! Order recycling boxes and shipping labels right from your MFP



Connect to Microsoft SharePoint

Access your Microsoft SharePoint account – browse, print, modify and upload docs and doc libraries – without ever leaving your MFP.



Connect to OnBase

Rapidly scan, index, and upload your documents directly into OnBase®, "Hyland® Software's enterprise content management solution."



Paper Templates

Access and print a library of forms, certificates, ruled paper and other documents you use the most, right at the MFP control panel.



Express Connect

Keep useful links bookmarked and available at the touch of a button



How2

Need help with something? Get answers straight from your bizhub MFP.



Kno2fax

Enables healthcare providers to send and receive patient information simply, securely and affordably.

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One Company for All Your Business Needs



• One Source

• One Invoice

• One Responsibility

Commonwealth Digital Office Solutions

21205 Ridgetop Circle, Sterling, VA 20166

(703) 450-7171 • (800) 624-2679

sales@commonwealthdigital.com

7850 Walker Dr Ste 140, Greenbelt, MD 20770

(301) 982-2679 • (800) 624-2679

Multi-Functional Devices

Managed Print Services

Managed Network Services

Document Management



De Lage Landen Financial Services, Inc.

Lease Agreement

Send Email Invoice To:

LESSEE	Full Legal Name OCOCOQUAN, TOWN OF		Tax ID No		Phone Number 703 491 1918
	Billing Address 314 MILL STREET		City OCOCOQUAN	State VA	Zip 22125
	Equipment Location (if not same as above): SAME		County		Purchase Order Requisition Number
EQUIPMENT	Make	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A If Necessary)
	KONICA	C458		1	COPIER PRINTER SCANNER
PAYMENT INFORMATION	Number of Lease Payments	Lease Payment	Plus Applicable Taxes		Term of Lease in Months
	60	159.00	Plus Applicable Taxes		60
	Lease Payment <input type="checkbox"/> includes / <input checked="" type="checkbox"/> does NOT include maintenance/service/supplies [check one]				Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other
Sales tax Exempt <input type="checkbox"/> Please provide valid certificate				End of Lease Option: <input type="checkbox"/> FMV <input checked="" type="checkbox"/> \$1 <input type="checkbox"/> Other	End of Lease Purchase Option shall be FMV unless another option is selected.
Security Deposit		(PLUS)	First Period Payment	(PLUS)	Other (EQUALS)
0		+ 0	+ 0	= 0	Total Payment Enclosed Plus Applicable Taxes

1. Lease: You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differs from the supplier's estimate. You agree to pay us a fee of \$75.00 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Lease. We may increase the Lease Payment on an annual basis, in an amount not to exceed ten percent (10%) of the Lease Payment in effect at the end of the prior annual period. Security deposits are non-interest bearing. If you are not in default, we will return the deposit to you when the Lease is terminated. If a payment is not made when due, you will pay us a late charge of 5% of the payment or \$10.00, whichever is greater. Such amount shall be payable in addition to any and all amounts or monies payable by you as a result of the exercise of any of the remedies herein provided. YOU AGREE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY LEASE TERM OR PROVISION.

2. Term: This Lease is effective on the earlier of the date we sign it or fund the Equipment supplier, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign or fund this Lease you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date as reasonably calculated by us based on the Lease payment, the number of days in that period, and a month of 30 days. Your obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim.

3. Title: Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file Uniform Commercial Code ("UCC") financing statements on the Equipment.

4. Equipment Use, Maintenance and Warranties: We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. The Lease Payments set forth above do not include the cost of maintenance, service, and/or supplies ("Service"), unless indicated in the above "Payment Information" box. Notwithstanding anything to the contrary, however, you agree that we are not responsible for providing such Service for the Equipment and you will make all claims related to Service to the Service provider ("Provider"). No Provider may alter the terms of this Lease or make any promises or arrangements that alter our rights or your obligations under this Lease. You agree that you are expressly assuming any risks arising from such Provider's inability to deliver such Service, under any circumstance, including, without limitation, such Provider's financial condition or its inability to repair or service the Equipment. You agree that any claims related to Service will not impact your obligation to pay all Lease payments when due.

5. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

6. Risk of Loss and Insurance: You are responsible for risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain insurance against theft and physical damage, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

7. Taxes: You agree to pay when due, either directly or as a reimbursement to us, all taxes (including, without limit, sales, use, and personal property) and charges in connection with ownership, lease and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss or unavailability of any tax benefits anticipated at

the Commencement Date arising out of your acts or omissions. This indemnity will continue even after the termination of this Lease.

8. Default and Remedies: You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount when due; b) you breach any other obligation under the Lease or any other Lease with us; or c) you, your owner(s) or any guarantor(s) are listed on a US or foreign government sanctions list or are subject to sanctions therefrom. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future lease payments and the Residual discounted to the date of default at 1% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; (iv) charge you a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned; and (v) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us. You agree that if notice of sale is required by law to be given, 10 days notice will constitute reasonable notice. You are also required to pay (i) all expenses incurred by us in connection with enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing, and selling the Equipment, and (ii) reasonable attorney's fees.

9. End of Lease, Return, Purchase Option, and Renewal: You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 60-day periods. If the Equipment is returned to us, you shall remove all confidential information from the Equipment prior to return. If any Software license ("License") included hereunder passes title to you, such title shall automatically vest and remain in us. If such vesting requires a written conveyance, you hereby convey to us any title you have or hereafter acquire in the Software and relinquish any subsequent title in the Software. If licensor's consent is required, you shall assist us in obtaining consent.

10. Miscellaneous: You agree that the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge that we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of these rights. You agree that we are authorized, without notice to you, to supply missing information or correct obvious errors in the Lease. **This Lease was made in Pennsylvania ("PA"); is deemed to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to the exclusive jurisdiction, personal or otherwise, in any state or federal court in PA, and waive trial by jury.** You agree (i) to waive any and all rights and remedies granted to you under UCC Section 2A-508 through 2A-522, (ii) that the Equipment will only be used for business purposes and not for personal, family, or household use, and will not be moved from the above location without our consent, and (iii) this Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Lease by you when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. We may inspect the Equipment during the Lease term. We shall not be liable to you for indirect, special, or consequential damages. No failure to act shall be deemed a waiver of any rights hereunder. This Lease contains the entire agreement of the parties. No amendment is binding unless mutually agreed to by both parties. You authorize us to contact you about your accounts in any way, including at any number or email address at which we believe we can reach you, even if you are charged for such contact by a provider. For information about our privacy practices, please review our privacy statement at dilgroup.com/us/privacy.

LESSEE SIGNATURE	You agree that this is a non-cancelable lease. The Equipment is: <input type="checkbox"/> NEW <input checked="" type="checkbox"/> USED / NOT NEW		
	Signature	DOB	Date
	Title	Print Name	
ACCEPTANCE	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.		
	Signature	Date	Title
GUARANTY	I unconditionally guaranty prompt payment of all the Lessee's obligations under the Lease. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guaranty is governed by and constituted in accordance with the laws of the Commonwealth of PA and I consent to exclusive jurisdiction of any state or federal court in PA and waive trial by jury. GUARANTOR'S ELECTRONIC SIGNATURE WILL CONSTITUTE SUCH GUARANTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. If more than one Guarantor signs this Guaranty, each shall be jointly and severally liable.		
	Signature	Name of Guarantor	Date

LESSOR	De Lage Landen Financial Services, Inc.	
	Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087	
	PHONE: (800) 735-3273 • FAX: (800) 776-2329	
	Commencement Date	Lease Number
Accepted By:		

080EDOC243V15



21205 Ridgetop Circle
Sterling, VA 20166-6501
 7850 Walker Dr. Suite #140
Greenbelt, MD 20770-3234

Ship To Company TOWN OF OCCOQUAN

Bill To Company SAME

Address 314 MILL STREET

Address _____

City OCCOQUAN State VA Zip _____

City _____ State _____ Zip _____

Phone 703 491 1918 Fax _____

Accounts Payable Contact _____

Contact MATT WHITMOYER Title DEPUTY TOWN MGR

A/P Email _____

Email MWHITMOYER@OCCOQUANVA.GOV

A/P Phone _____ A/P Fax _____

Key Operator _____

K/O Email _____

K/O Phone _____ K/O Fax _____

EQUIPMENT DESCRIPTION	QTY	PRICE	TOTAL
RECON KONICA C458	1		
RECON KONICA FINISHER W/STAPLER AND BOOKLET MAKER	1		
RECON KONICA 2/3 HOLE PUNCH	1		
RECON KONICA FAX KIT	1		
RECON KONICA 2,500 SHEET PAPER TRAY	1		
EXISTING LEASE CANDELLED AND CUSTOMER TO OWN C454E AS BACK UP			

WARRANTY COVERAGE _____ CSSP AGREEMENT _____	TRADE-IN	SUBTOTAL	
	MODEL <u>C452</u>	LESS TRADE-IN	
	SERIAL NUMBER _____	EQUIPMENT COST	
		LEASED	

SUPPLIES (all yields based on 8 1/2" x 11" copies)	QTY	PRICE	TOTAL

SPECIAL INSTRUCTIONS:

TERMS: The above equipment and accessories are purchased under Commonwealth Copy Products, Inc. dba Commonwealth Digital Office Solutions (hereinafter called "CCP") standard terms, which are: 1) Net payment of equipment due in full upon installation of equipment, 2) Payment due within 15 days of purchase date on all non-equipment items. CCP retains a Security Interest in the above equipment until balance is satisfied. THIS IS NOT A SALE ON AN APPROVAL BASIS. Purchaser understands and hereby ACKNOWLEDGES THAT CCP HAS NOT MADE AND IS NOT BOUND BY ANY ORAL OR WRITTEN REPRESENTATIONS MADE BY ITS SALESPERSON WHICH DO NOT APPEAR ON THE FACE OF THIS ORDER. This order is effective and binding only when received and accepted by CCP, Sterling, VA. 20166-6501 3) If applicable, upon receipt of payment or funding and the trade-in shipping instructions, CCP will pay buy-out for traded-in leased equipment and return said equipment on your behalf.

Total Amount of Order	0
Tax	
Installation	0
Sub Total	
Less Deposit	
Balance	0

Authorized Signature _____

Print Name _____

Title _____ Date 09 14 2023

Email _____

Salesperson AL WALTERS Number FTS 116

REFERRALS: Any referral for a copier, facsimile which leads to a sale will result in a credit for your company as follows: \$100.00 for Copier; \$25.00 for Facsimile referral.

Company _____

Company _____

Address _____

Address _____

City _____ State _____ ZIP _____

City _____ State _____ ZIP _____

Phone _____ Fax _____

Phone _____ Fax _____

Contact _____

Contact _____

COMPREHENSIVE SERVICE & SUPPLY PROGRAM (CSSP)

Ship to Company TOWN OF OCCOQUAN

Bill To Company SAME

314 MILL STREET

OCCOQUAN

VA

Phone 703 491 1918

Phone _____

Fax _____

Fax _____

Contact MATT WHITMOYER

Accounts Payable _____

Email MWHITMOYER@OCCOQUANVA.GOV

A/P Email _____

Key Operator _____

Key Operator Phone _____

Key Op Email _____

Key Operator Fax _____

Billing Cycle Period Monthly Quarterly Annual BSP

Model	Serial #	EQ ID #	Black Min Usage	Black Min Adv Billing \$	Black Per Copy Chg.	Color Min Usage	Color Min Adv Billing \$	Color Per Copy Chg.
C458			5,000	50.00	.0098	632	50.00	.079
C454E			INCLUDED	0	.0098	INCLUDED	INCLUDED	.079

TERMS and CONDITIONS

In order to assist its customers in maintaining their equipment in efficient operating condition, Commonwealth Copy Products, Inc. T/A Commonwealth Digital Office Solutions (hereinafter called "CCP") offers this twelve month price protected contract and agrees to:

- Maintenance Service for the equipment shall be billed at the rates specified. Per meter charge is defined as a single sided 8 1/2 x 11 page copy.
- All service calls will be made during regular business hours at no extra charge (8:30 am to 5:00 pm, Monday through Friday, excluding holidays). All service calls made during non-regular business hours shall be charged at CCP's then prevailing rates. No service will be performed outside of the Baltimore-Washington Metropolitan Area.
- CCP will replace, without charge, parts which have been broken through normal use and are necessary for machine servicing and maintenance adjustments. Excluded from this agreement are installation charges for added accessories or options and Integration Services needed after the initial install date. Additionally excluded from this agreement are Print Controller devices, NIC Cards, Densitometer Adjustments and all other devices and corresponding hardware and software related to Printing, Network Scanning, and Network Faxing. All items related to Printing, Network scanning, and Network Faxing can be covered under the separate Integration Services and Maintenance Agreement.

(Continued on Page 2)

**COMPREHENSIVE SERVICE & SUPPLY PROGRAM
(CSSP)**

4. CCP will supply, based on average monthly usage, without charge to the customer all supply items to include toner, developer, drums/imaging unit/masters, heater/fuser/web rollers, maintenance kits and where appropriate, fuser oil, unless excluded here:

5. CCP will perform the routine maintenance replacement of the above supplies. CCP shall have no obligation to make ordinary changes of toner or to perform key operator functions.
6. Excluded from this agreement are shipping charges; paper; throughput materials such as transparencies, repro-film; labels, equipment moves, staples and installation of staples.
7. This agreement shall not apply to repairs made necessary by accident, misuse, abuse, neglect, theft, vandalism, electrical power failure, fire, water, other casualty, damage to the equipment caused by repairs by someone other than an authorized CCP representative or as a result of utilizing supplies obtained from someone other than CCP. This agreement shall also exclude improper operation or maintenance of equipment or defects or damage resulting from in-transit handling, by other than a CCP approved vendor. Customers wishing to have equipment moved by an other than CCP approved vendor will be required to have an authorized CCP representative do a Pre and Post Move Inspection of the equipment, at the then prevailing rate, in order to maintain this CSSP agreement. This agreement also does not include any consequential damage to persons or property due to loss or interruption of service or from use of any CCP products.
8. The customer shall provide electrical service of 120 volts (+5%-10%), at 60 Hertz A/C and sole/dedicated use of a 15/20 Ampere (+5%-10%) circuit. For Production Print Copiers the customer shall provide 220 volts (+5%-10%), at 60 Hertz A/C and sole/dedicated use of 20/30 Ampere (+5%-10%) circuit. Electrical specifications are model specific in accordance with manufacturer's current recommended criteria and subject to change, as manufacturer's require.
9. The equipment shall be operated in an environment free of dust, humidity, hazardous chemicals, or erratic temperature changes and shall be operated within the manufacturer's recommended space requirements.
10. The customer will notify CCP promptly when service or preventive maintenance for the equipment is required. In addition, the customer will replenish required supplies as indicated by the manufacturer. The customer is responsible to provide meter readings promptly to CCP when requested. It is understood that copies run by service personnel are necessary for the proper maintenance of the equipment and are included in this agreement.
11. CCP shall not be responsible for the delay or inability to provide service calls due to strikes, accidents, embargoes, acts of God, or any other event beyond its control.
12. This agreement cannot be assigned without the knowledge and consent of CCP and is automatically terminated with respect to the particular machine, should the equipment it covers be sold or otherwise transferred to a third party. Should CCP, not be notified of such transfer or assignment, customer accepts responsibility for all charges generated for the machine covered until such notice is given. Subsequent to the initial twelve month term, said rates are subject to change by CCP.
13. The amount of this agreement shall be increased by an amount equal to any applicable tax now or hereafter assessed, levied or imposed by any federal, state, or local authority.
14. Commencing with the date of installation, this agreement is effective only when received and accepted by an authorized CCP representative and shall continue thereafter until either party terminates it as provided herein. Payment will be made in accordance with the terms Net Due Upon Receipt from date of invoice. Customer fully understand and accepts CCP's credit terms. If nonpayment occurs, CCP has the option to immediately stop all support for the customer and reserves the right to cancel the agreement. In addition to the payment then owing, a sum equalling 1.5% of the payment due for each month that the payment is delinquent shall also be due. Customer shall be responsible for any costs and for reasonable attorneys fees incurred by CCP to collect delinquent payment from the customer.
15. Subsequent to the initial twelve month term, this agreement can be cancelled by either party by one party giving the other party at least 30 days prior written notice. Upon cancellation CCP reserves the right to charge the customer for supplies shipped/installed by CCP during the contract period on a prorated basis. Prorated charges will be calculated from the order/install date to the cancellation date based on manufacturer's recommended yields for each supply item. This includes but is not limited to the following supplies: developer, drums/imaging units, fuser oil, cleaning/web/heater rollers (upper and / or lower), maintenance kits and toner. Customer may return unopened prorated supplies previously shipped by CCP, for credit consideration pursuant to a CCP issued return authorization. Advance Base Rates will not be refunded.
16. This constitutes the entire agreement between the parties and this agreement may not be amended or waived hereafter except in writing signed by the parties. Customer understands and hereby acknowledges that CCP has not made and is not bound by any oral or written representations made by its sales personnel which do not appear on this agreement. The courts of the Commonwealth of Virginia shall have exclusive jurisdiction and venue regarding any controversy or claim between the parties.

09 14 2023

Authorized Signature	Title	Date
Authorized Name	BY: Authorized CCP Representative	Date

Ship to Name: TOWN OF OCCOQUAN

Bill to Name: SAME

314 MILL STREET

OCCOQUAN VA

Phone 703 491 1918

Phone _____

Fax _____

FAX _____

Contact MATT WHITMOYER

Contact _____

Email Address MWHITMOYER@OCCOQUANVA.GOV

Email Address _____

List Model(s) & ID(s): _____

Period Covered: First year or 10 hours, which ever comes first, included at no charge from initial equipment install date, if integration is performed by CCP, Inc. Option renewal for \$595.00 plus tax per year, per location for machines listed on this agreement.

TERMS and CONDITIONS: In order to assist its customers in maintaining their equipment in an efficient operating condition, Commonwealth Copy Products, Inc. dba Commonwealth Digital Office Solutions (hereinafter called "CCP") offers this twelve month contract and agrees to furnish maintenance and support service for the equipment described and at the rates specified above upon the following terms and conditions. Subsequent to the initial optional renewal, said rates are subject to change.

1. Integration Services Support and Maintenance Agreement charges are payable in advance at the rate shown. The agreement becomes effective on the date specified above, provided CCP has received payment of the charges. Integration Services Support and Maintenance Agreement charges for subsequent periods will be billed at CCP's then prevailing rates for the product or products covered. Annual remittance for contractual service covers total of 10 hours support, time to include lab time and on-site visits (1 hour minimum, then 15 minute intervals) and phone support (15 minute minimum, 15 minute intervals), in any combination through dates specified above. If the contract is not renewed or expires by time (10 hours) or expiration date, any service performed, parts or componets installed will be charged to the customer at CCP 's then prevailing rates.
2. An integration will consist of the Integrator instructing the customer's IT representative how to install the print drivers onto the customer's service and the installation of drivers and any software and utilities used by the network copier/scanner/printer on one of each operating system the customer has available at install. The initial integration performed by a CCP integrator not scheduled at the initial sale or initial equipment installation, or services required for items not listed on the initial connectivity questionnaire may be billed at CCP's prevailing rates.
3. All service calls will be made during regular business hours at no extra charge (8:30am to 5:00pm, Monday through Friday, excluding holidays).
4. CCP will replace without charge parts, boards, and/or associated components which have been broken through normal use and are necessary for servicing, adjusting, upgrading, or for any required modification. Excluded from this agreement are equipment upgrades necessitated for any reason, application specific software and or upgrades to products not provided by CCP unless listed here:

Also excluded from this agreement is support made necessary by a customer change to their network configuration or software, customer requested or customer installed modifications, equipment, re-integration of equipment made necessary by causes other than covered equipment failures or updates, firmware or installation of any other accessories or options added after the initial installation date.

5. This agreement shall not apply to repairs made necessary by accident, misuse, abuse, neglect, theft, vandalism, electrical power failure, fire, water, other casualty, or damage to the equipment caused by repairs by someone other than an authorized CCP representative. This agreement shall also exclude defects or damage resulting from in-transit handling by other than CCP personnel or authorized representatives, or improper operation or maintenance of equipment. Nor does it include any consequential damage to persons or property due to loss or interruption of service or use of any CCP provided products.
6. Nor will this agreement apply to the replacement or repair of electronic circuit boards in units unprotected from power surges by a CCP approved surge protector.
7. The customer shall provide electrical service of 120 volts (+5%-10%), at 60 Hertz A/C and sole/dedicated use of a 15/20 Ampere (+5%-10%) circuit. Some Print Production copiers require electrical service of 220 volt (+5%-10%), at 60 Hertz A/C and sole/dedicated use of a 20/30 Ampere (+5%-10%) circuit. Electrical specifications are model specific in accordance with manufacturer's current recommended criteria and subject to change, as manufacturer require.
8. The equipment shall be operated in an environment free of excess dust, humidity, hazardous chemicals, or erratic temperature changes and shall be operated within the manufacturer's recommended space requirements, if any.
9. It shall be the customer's responsibility to perform routine backups of their networks, application software, and data. CCP shall not be responsible for any loss of data associated with or related to any inoperable or malfunctioning Print Control Device and/or related component. Service and maintenance support provided under this agreement does not include repairs, replacement parts and labor caused by, arising from, related to, or made necessary by operating system changes to application software, firmware or other programmed code internal or external to covered equipment.
10. CCP shall not be responsible for the delay or inability to provide service due to strikes, accidents, embargoes, acts of God, or any other events beyond its control.
11. This agreement is not assignable and is automatically terminated, with respect to the particular device, should the equipment it covers be sold or otherwise transferred to a third party or the cancellation of the Comprehensive Service and Supply Agreement (CSSP) for the copier.
12. The amount of this agreement shall be increased by an amount equal to any applicable tax now or hereafter assessed, levied or imposed by any federal, state, or local authority.
13. This agreement will be renewed automatically for similar twelve month periods upon payment of invoice rendered at the end of the specified period. Either party may terminate this agreement with 30 days written notice prior to the end of the agreement period. This agreement is non refundable subsequent to it's effective date.
14. This constitutes the entire agreement between the parties and this agreement may not be amended or waived hereafter except in writing signed by the parties. Customer understands and hereby acknowledges that CCP has not made and is not bound by any oral or written representations made by its sales personnel which do not appear on this agreement. The courts of the Commonwealth of Virginia shall have exclusive jurisdiction and venue regarding any controversy or claim between the parties.

Customer Signature _____ Name _____ Date 09 14 2023
Please Print

Authorized CCP Signature _____ Date _____



V.I.P ADVANTAGE SERVICE

1. **12 MONTH MONEY BACK GUARANTEE:** If the equipment develops a problem, that cannot be fixed and you are dissatisfied with your equipment, you will receive a full refund within 12 months of delivery.
2. **RESPONSE TIME GUARANTEE:** If we fail to service your equipment (50 pages per minute or faster) within a 4-hour period, from the time of your call you will receive one months free service including supplies based on your monthly minimum CSSP allowance.
3. **UPTIME GUARANTEE:** If your equipment does not operate for a minimum of 98% of normal business hours in any year, we will credit your account for two months of CSSP minimum charges.
4. **FREE OVERHAUL GUARANTEE:** We will overhaul your machine FREE OF CHARGE for up to seven years if needed.
5. **GUARANTEED MAINTENANCE PERIOD:** We will provide service, parts, labor and supplies for your machine for a minimum of seven years.
6. **RETROFIT / SOFTWARE UPGRADE GUARANTEE:** You will not be charged for upgrades or retrofits from the manufacturer.
7. **24-HOUR SERVICE GUARANTEE:** You will have our technicians on call 24 hours a day, 7 days a week, at no extra charge.
8. **COMPREHENSIVE SERVICE GUARANTEE:** We will provide ALL parts, ALL labor, and ALL supplies, except paper, throughput materials and staples under COMMONWEALTH's Comprehensive Service & Supply Plan at one low charge, billed monthly in arrears, cancellable upon 30 days written notice.
9. **MANUFACTURER CERTIFICATION GUARANTEE:** All of Commonwealth's technicians are manufacturer certified and trained to work on your equipment.
10. **INTEGRATION GUARANTEE:** All of your applications are pre-tested in our lab by our certified systems engineers guarantying your total satisfaction upon installation. You will have direct lab access to our engineering team for the term of your contract.

This guarantee applies to equipment that was originally purchased by you from Commonwealth and continually maintained by Commonwealth under our CSSP. This guarantee does not convey nor may it be assigned. Your account must continually be current, including lease or rental payments. All buyouts paid by Commonwealth will be deducted from refund. Commonwealth must be notified by registered letter within 12 months of installation date. Free Service and Supply guarantee and uptime guarantee relates to calls placed pursuant to a copier totally incapable of making a copy. All trade-ins are Commonwealth's property. This guarantee is not applicable to equipment damaged or destroyed due to an act of God.

Original Unit (Make & Model) C458

Serial Number _____ Date of Order _____

Corporate Name TOWN OF OCCOQUAN

Customer Signature _____ Date 09 14 2023

Commonwealth Signature _____ Date _____

Data Collection Agent (DCA) Installation Agreement Form

Introduction

Please note that we do not state minimum values for processor speed or RAM. However, when evaluating the usability of servers, speed and memory should be as close to the following recommended levels as possible.

Technical Requirements

Hardware, Software and Network Requirements for the Data Collection Agent (DCA)

- *Windows XP and Windows Server 2003, Windows Vista, Windows Server 2008, Windows 7*
- *Windows Server 2000 (but not MSDE) and 2005*
 - *Windows 2003 Application Server Pentium 4 3.2 GHz or better*
 - *4 GB available RAM*
 - *200 MB free hard disk space*

As part of the discovery process, the DCA first attempts to find a device and then tests to see if that device is a printer. Security software in the network may register these actions as suspicious. To avoid these false positives, the security software should be configured to ignore requests issued from the IP address where the DCA monitoring software runs.

Details of the DCA network discovery activities:

1. DCA performs broadcasts to find devices and routers.
2. DCA performs ping sweep to find network devices.
3. DCA scans the following ports to find printers:
 - *161 SNMP to see if SNMP is available. SNMP is used to collect data.*
 - *80 HTTP to see if there is an embedded web server. HTTP is used to collect data.*
 - *9100 Print protocol for printers, used to collect data.*
 - *1650 Same as 9100.*
 - *631 IPP print protocol, used to collect data.*

*Additional Network Security details are provided in **Addendum "A"** of this document.*

Please review these to ensure your understanding.

We Care!

Please list the Commonwealth equipment that will be monitored under the We Care program (Model or ID number):

Please list any other equipment that you wish to be monitored for meters only (Manufacture & Model or ALL on network):

:End-Customer Acknowledgement:

On behalf of my organization, I have reviewed the Data Collection Agent software installation form information as well as the Security Policy Explanation and will permit Commonwealth Digital Office Solutions consultants to install the Data Collection Agent software on the TOWN OF OCCOQUAN (Company Name) network.

Commonwealth Representative

Customer's Representative

<i>Organization:</i> Commonwealth Digital Office Solutions	<i>Organization:</i> TOWN OF OCCOQUAN
<i>Address:</i> 21205 Ridgetop Circle	<i>Address:</i> 314 MILL STREET
<i>City/State:</i> Sterling, VA	<i>City/State</i> OCCOQUAN VA
<i>Name:</i>	<i>Name:</i> MATT WHITMOYER
<i>Title:</i>	<i>Title:</i>
<i>email Address:</i>	<i>email Address:</i> MWHITMOYER@OCCOQUANVA.GOV
<i>Date:</i>	<i>Date:</i> 09 14 2023
<i>Signature:</i>	<i>Signature:</i>

Exhibit A

Security Information Related to the Automated Data Collection (DCA) Tool

Overview

DCA (Data Collection Agent) is a secure downloadable software program that in and of itself cannot harm a computer system or network, or endanger any private information.

System Requirements:

- *Hardware-the DCA resides on a non-dedicated server, powered on 24 hours a day, 7 days a week. If a server is not available, the DCA can be installed on a desktop computer system powered on 24/7, but there is a risk of transmission difficulties.*
- *Operating System-Windows 2000, XP, Server 2003, Vista, Server 2008, Windows 7*
- *Network card-100mbit or higher, must only have one active network card*
- *RAM-256 MB or higher*
- *Microsoft .NET Framework 2.0 installed*
- *Internet connected browser*

The DCA should not be installed on a laptop. If installed on a device employing VPN there is a risk of data loss due to the extended transmission times.

Communication Types

- *The transmission interval default is 60 minutes, but can be adjusted so that scans occur every 30 minutes, or other intervals as desired. Make sure there is enough time for the DCA to collect and transmit data, prior to the next collection.*
- *Options under the Help Menu connect to the Internet allowing product updates and online help.*

Collected information is confidential

The DCA's transmission of data is to a secure server and access to the data is limited to agents of the company involved with the account. The collected information is completely confidential unless shared by the client with other parties.

Discovery Process

The DCA sends a request over the network and applicable printing devices send the requested information back. The amount of bandwidth that the scan takes is comparable to that used when viewing a single web page.

The DCA saves the information in a queue file until it is sent to the server, at which time the information is stored on the local hard drive in an archive file. The information that is captured and transmitted is Device Name, Supplies, Status, Count, Serial Number, IP Address, Location (if entered), and Last Active time for the device.



TOWN OF OCCOQUAN

TOWN COUNCIL MEETING

Agenda Communication

3. Regular Business	Meeting Date: September 19, 2023
3A: Request to Adopt Amendments to Title III of the Town Code	

Attachments: a. Draft Ordinance of Title III Amendments

Submitted by: Adam C. Linn
Town Manager

Explanation and Summary:

This is a request to adopt amendments to Title III of the Town Code.

Title III of the Town Code outlines Town Council, Boards and Commissions, and Town Administration (including the police department and fire marshal) organizational structures, powers, duties, and other related rules. The Title also governs the levying and enforcement of most taxes, such as the real estate, meals, and transient taxes.

The principal amendments include:

1. Changes to procurement measures in the Town Code.
 - a. Allows the Town Manager to procure and execute contracts and other agreements that are under twenty-five thousand dollars (\$25,000) without Town Council approval, provided the procurement has been budgeted and appropriated in the annual budget.
 - b. To clarify that Town staff can expend up to \$1,500 without specific Town Council approval.
2. Additions codifying the auxiliary police force in the Occoquan Police Department.
3. Changes updating rules pertaining to Town boards and commissions and making rules on terms and elections of officers more consistent across them.
4. Changes to taxation chapter to make tax rate codes, dates, and other stipulations consistent with the Town Charter and similar codes.

Background

As part of a months-long review process, Town staff is reviewing each title of the Town Code, excluding Land Usage, to ensure consistency with the new Town Charter and make any other revisions that improve Town processes and services. Town staff will bring amended titles to Town Council for adoption on an approximately quarterly basis.

Staff Recommendation: Staff recommend adoption of the amendments as presented.

Proposed/Suggested Motion(s):

"I move to adopt the amendments to Title III of the Town Code as presented."

OR

Other action the Town Council deems appropriate.

ORDINANCE # 0-2023-15

AN ORDINANCE TO AMEND TITLE III OF THE TOWN CODE

BE IT ORDAINED by the Council for the Town of Occoquan, Virginia meeting in regular session this 19th day of September, 2023:

1. That the Occoquan Town Council hereby amends Title III of the Occoquan Town Code as follows:

TITLE III: ADMINISTRATION

Chapter

30. GENERAL PROVISIONS

31. TOWN COUNCIL

32. TOWN OFFICERS

33. TOWN BOARDS AND COMMISSIONS

34. TOWN FIRE DEPARTMENT

35. TAXATION

Charter reference:

Powers generally, see § 1

Statutory reference:

Counties, cities, and towns, see VA Code Title 15.2

State and Local Government Conflict of Interests Act, see VA Code §§ 2.1-639.1 et seq.

State Public Procurement Act, see VA Code §§ 11-35 et seq.

State Public Records Act, see VA Code §§ 42.1-76 et seq.

The State Freedom of Information Act, see VA Code §§ 2.2-3100 through 2.2-3131

CHAPTER 30: GENERAL PROVISIONS

Section

- 30.01 Fiscal year
- 30.02 Form of budget

§ 30.01 FISCAL YEAR.

The fiscal year of the town shall begin on July 1 and end on June 30 of the following year.
(1998 Code, § 2-1)

§ 30.02 FORM OF BUDGET.

The form of the budget for the town shall be the standard municipal budget form recommended by the Auditor of Public Accounts of the state and the State Municipal League.
(1998 Code, § 2-2)

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CHAPTER 31: TOWN COUNCIL

Section

Article 31.00 – General Provisions

- 31.001 Powers, duties, and functions
- 31.002 Use of *Robert's Rules of Order*
- 31.003 Records of proceedings

Article 31.01 – Meetings Generally

- 31.015 Date and time of regular meetings
- 31.016 Special meetings
- 31.017 Quorum
- 31.018 Mayor to preside; voting and veto powers of Mayor
- 31.019 President Pro Tempore
- 31.020 Introduction of ordinances and resolutions
- 31.021 Recognition of members
- 31.022 Question of order
- 31.023 Limitation on debate
- 31.024 Citizen time
- 31.025 Excusing members from meetings
- 31.026 Adjourned sessions
- 31.027 Executive or closed meetings
- 31.028 Remote participation

Article 31.04 – Privileges of the Floor

- 31.040 Members of Council
- 31.041 Members of town staff
- 31.042 Members of the public

Article 31.05 – Attendance of Officers and Employees

- 31.055 Town Manager
- 31.056 Town Clerk
- 31.057 Town Attorney
- 31.058 Town Treasurer
- 31.059 Town Chief of Police

Article 31.07 – Order of Business and Agenda Items

- 31.070 Order of business
- 31.071 Procedure for adding items
- 31.072 Preparation; delivery to members
- 31.073 Items to be included

Charter reference:

Mayor and Town Council, see Ch 3.

§ 31.001 POWERS, DUTIES, AND FUNCTIONS.

The powers, duties, and functions of the Town Council shall be as set out in the Charter, town ordinances, and state law.

(1998 Code, § 2-36) (Ord. O-2022-06, passed 12-6-2022)

§ 31.002 USE OF ROBERT'S RULES OF ORDER.

The meetings of the Town Council, except as its own rules of procedure may otherwise provide, shall be conducted according to *Robert's Rules of Order, Newly Revised*.

(1998 Code, § 2-37) (Ord. O-2022-06, passed 12-6-2022)

§ 31.003 RECORDS OF PROCEEDINGS.

The Town Council shall keep an accurate record of its proceedings, which record shall be open to inspection by members of the public during the regular office hours of the Town Clerk.

(1998 Code, § 2-38) (Ord. O-2022-06, passed 12-6-2022)

ARTICLE 31.01 – MEETINGS GENERALLY

§ 31.015 DATE AND TIME OF REGULAR MEETINGS.

The Town Council shall meet in regular session on the first Tuesday of each month at 7:00 p.m., or at such other times as may be fixed by resolution; ~~provided that at least one regular meeting per month shall be held as required by § 16 of the Charter.~~ When the first Tuesday of a month falls on a legal holiday, or the town election day, the Town Council shall advance the regular meeting to the next day following, and notice of such advancement shall be published at the Town Hall in an area accessible to the public and by such means as the Town Council may select. When a regular or special meeting cannot be held at the scheduled time ~~due to inclement weather~~, the Mayor shall fix a date and time for the meeting to occur or cancel the meeting, giving due notice to all members in either case. Matters advertised for a meeting rescheduled due to inclement weather need not be re-advertised if the advertisement stated that the meeting may be rescheduled in the event of inclement weather.

(1998 Code, § 2-61) (Ord. O-2004-12, passed 4-13-2004; Ord. O-2007-07, passed - -; Ord. O-2011-04, passed 6-14-2011; Ord. O-2022-06, passed 12-6-2022)

§ 31.016 SPECIAL MEETINGS.

Special meetings of the Town Council may be called at any time provided that all members are duly notified in writing a reasonable time prior to such meeting as to the time and place for the meeting and the business to be considered during such meeting.

(1998 Code, § 2-62) (Ord. O-2022-06, passed 12-6-2022)

§ 31.017 QUORUM.

In accordance with § 3.6 of the Charter, a quorum for the transaction of business shall consist of three members of the Town Council and the Mayor, or in the absence of the Mayor, three members of the Town Council. If a quorum cannot be obtained, there shall be no meeting.

(1998 Code, § 2-63) (Ord. O-2022-06, passed 12-6-2022)

§ 31.018 MAYOR TO PRESIDE; VOTING AND VETO POWERS OF MAYOR.

In accordance with § 3.4 of the Charter, the Mayor shall preside at all meetings and sessions of the Town Council. The Mayor shall have no right to vote; except in every case of a tie vote, the Mayor shall be entitled to vote and speak as other members of the Town Council, but shall not have power of veto. (1998 Code, § 2-64) (Ord. O-2022-06, passed 12-6-2022)

§ 31.019 PRESIDENT PRO TEMPORE.

(A) If the Mayor is absent, or if his or her office is vacant, during any meeting of the Town Council, the Vice-Mayor shall serve as presiding officer.

(B) In the absence of the Vice-Mayor, the Town Council shall elect one of its members to serve as President Pro Tempore to preside at such meeting.

(C) Such member shall continue to have the right to vote in the Council. (1998 Code, § 2-65) (Ord. O-2022-06, passed 12-6-2022)

§ 31.020 INTRODUCTION OF ORDINANCES AND RESOLUTIONS.

Ordinances and resolutions and their amendments shall be introduced in writing. (1998 Code, § 2-66) (Ord. O-2022-06, passed 12-6-2022)

§ 31.021 RECOGNITION OF MEMBERS.

Recognition of members of the Town Council shall be requested by addressing the Chair. When recognized by the Chair, a member shall confine remarks to the question under debate, avoid personalities, and refrain from impugning the motives of any other member's argument or vote. No member shall address the Chair or demand the floor while any vote is being taken. (1998 Code, § 2-67) (Ord. O-2022-06, passed 12-6-2022)

§ 31.022 QUESTION OF ORDER.

Any member may interrupt Town Council proceedings to raise a point of order. The pending business shall be suspended thereupon, and the Chair shall rule on the point of order after affording both sides an opportunity to be heard. Such ruling shall be subject to being overruled by majority vote upon a duly made and seconded motion. A tie vote sustains the ruling of the Chair. (1998 Code, § 2-68) (Ord. O-2022-06, passed 12-6-2022)

§ 31.023 LIMITATION ON DEBATE.

No member shall be allowed to speak more than once upon any one subject until every other member choosing to speak on the subject shall have spoken. The total time during which any business shall be considered may be limited by a majority vote of members present and voting. A motion to so limit debate is in order at any time. (1998 Code, § 2-69) (Ord. O-2022-06, passed 12-6-2022)

§ 31.024 CITIZEN TIME.

Members of the public may present Citizens' Petitions or appear and be heard briefly, not to exceed five minutes,

under the agenda item entitled “Citizen Time”, for the purpose of directing attention to or requesting action on matters not included on the prepared agenda. Such appearances shall be limited to a short resume of the situation or problem involved and the action desired. At the conclusion of such appearances, all matters discussed shall be duly recorded and made a part of the official record by the Town Clerk and referred to appropriate town officials for investigation and report. Citizens may address issues when they come up on the agenda if advance notice is given during “Citizen Time”.

(1998 Code, § 2-70) (Ord. O-2022-06, passed 12-6-2022)

§ 31.025 EXCUSING MEMBERS FROM MEETINGS.

No member shall be excused from attendance at a Town Council meeting after the meeting has been called to order unless he or she has been excused by the presiding officer.

(1998 Code, § 2-71) (Ord. O-2022-06, passed 12-6-2022)

§ 31.026 ADJOURNED SESSIONS.

Any meeting of the Town Council may, by majority vote, be continued or adjourned to any future time certain which occurs prior to the beginning of the next succeeding regular meeting.

(1998 Code, § 2-72) (Ord. O-2022-06, passed 12-6-2022)

§ 31.027 EXECUTIVE OR CLOSED MEETINGS.

An executive or closed meeting of the Town Council may be held in accordance with the State Freedom of Information Act, VA Code §§ 2.2-3700 through 2.2-3714.

(1998 Code, § 2-73) (Ord. O-2022-06, passed 12-6-2022)

§ 31.028 REMOTE PARTICIPTION.

In satisfaction of the requirements of VA Code § 2.2-3708.3, the “Amended Policy for Participation by Electronic Communication” dated June 6, 2023, is hereby adopted and made applicable to the Town Council and all boards and commissions appointed by the Town Council.

(Ord. O-2021-04, passed 7-6-2021) (Ord. O-2022-06, passed 12-6-2022; Ord. O-2023-09, passed 6-6-2023)

ARTICLE 31.04 – PRIVILEGES OF THE FLOOR

§ 31.040 MEMBERS OF COUNCIL.

During Town Council meetings, Council members shall observe order and shall not delay or interrupt the proceedings nor refuse to obey the orders of the presiding officer or the rules of the Council. Every Council member desiring to speak shall address the Chair and, upon recognition by the presiding officer, shall limit remarks to the question under debate and shall avoid indecorous language. Every Council member desiring to direct questions to the administrative staff shall first seek recognition from the Mayor.

(1998 Code, § 2-96) (Ord. O-2022-06, passed 12-6-2022)

§ 31.041 MEMBERS OF TOWN STAFF.

Members of the town staff shall observe the same rules of procedure and decorum applicable to members of the Town Council. The presiding officer shall have the authority to preserve decorum in meetings as far as staff members and town employees are concerned. Any staff member desiring to address the Town Council may be recognized by the presiding officer. When recognized, remarks shall be limited to the matter under discussion. No staff member, other than the staff member having the floor, shall enter into any discussion without permission of the presiding officer.

(1998 Code, § 2-97) (Ord. O-2022-06, passed 12-6-2022)

§ 31.042 MEMBERS OF THE PUBLIC.

(A) Any member of the public desiring to address the Town Council may be recognized by the presiding officer. Name and address shall be stated in an audible tone for the record, and remarks shall be limited to the question under discussion. Once a motion is made, the floor shall be closed to further citizen discussion.

(B) Citizens attending Town Council meetings shall observe the same rules of propriety, decorum, and good conduct applicable to members of the Town Council. Any person making personal, impertinent, and slanderous remarks or who becomes boisterous while addressing the Town Council or while attending the Council meeting may be removed from the room by the Police Department upon request of the presiding officer. Aggravated cases may be prosecuted on appropriate complaint signed by the presiding officer. If the presiding officer shall fail to act, any member of the Council may move to require the presiding officer to act to enforce the rules.

(1998 Code, § 2-98) (Ord. O-2022-06, passed 12-6-2022)

ARTICLE 31.05 – ATTENDANCE OF OFFICERS AND EMPLOYEES

§ 31.055 TOWN MANAGER.

(A) The Town Manager shall attend all meetings, hearings, and sessions of the Town Council.

(B) The Town Manager shall advise and make recommendations to the Council on all agenda items as requested by the presiding officer and shall be afforded floor privileges in the same manner as Council members.

(1998 Code, § 2-121) (Ord. O-2022-06, passed 12-6-2022)

§ 31.056 TOWN CLERK.

The Town Clerk shall be the Clerk of the Council and shall perform the duties in connection with such office. The Town Clerk or ~~his or her~~their designee shall attend all meetings, hearings, and sessions of the Council as requested.

(1998 Code, § 2-122) (Ord. O-2022-06, passed 12-6-2022)

§ 31.057 TOWN ATTORNEY.

(A) The Town Attorney shall attend meetings, hearings, and sessions of the Council as requested, either in person, ~~or~~ by a deputy, or by remote participation.

(B) Any member of the Council may call upon the Town Attorney, through the Mayor, for an oral or written opinion on any question of law, but not on any question of parliamentary procedure.

(C) The Town Attorney shall be afforded the privilege of the floor to explain any matter of legal significance to the pending business.

(1998 Code, § 2-123) (Ord. O-2022-06, passed 12-6-2022)

§ 31.058 TOWN TREASURER.

The Town Treasurer shall attend meetings of the Council when requested by the ~~Mayor or~~ Town Manager or the Council and provide monthly reports of the receipts and disbursements in the town's accounts. (1998 Code, § 2-124) (Ord. O-2014-02, passed 8-5-2014; Ord. O-2022-06, passed 12-6-2022)

§ 31.059 TOWN CHIEF OF POLICE.

The Chief of Police or ~~his or her~~ their designee shall attend regular meetings of the Council and other meetings as requested. (1998 Code, § 2-125) (Ord. O-2022-06, passed 12-6-2022)

ARTICLE 31.07 – ORDER OF BUSINESS AND AGENDA ITEMS

§ 31.070 ORDER OF BUSINESS.

The business of all regular meetings of the Town Council shall be transacted in the following order, except that the Town Council by a majority vote of members present and voting may change the order:

- (A) Citizen time;
- (B) Approval of minutes;
- (C) Staff, Mayor, and Council reports;
- (D) Reports of boards, commissions, and committees;
- (E) Agenda items; and
- (F) Adjournment.

(1998 Code, § 2-146) (Ord. O-2011-04, passed 6-14-2011, Ord. O-2022-06, passed 12-6-2022)

§ 31.071 PROCEDURE FOR ADDING ITEMS.

No item that does not appear on the agenda for a regular Council meeting may be proposed for consideration unless a member of the Town Council determines that it is a matter of such nature that its consideration cannot be postponed to the next regular Town Council meeting.

(1998 Code, § 2-147) (Ord. O-2022-06, passed 12-6-2022)

§ 31.072 PREPARATION; DELIVERY TO MEMBERS.

The Town ~~Clerk-Manager~~ and the Mayor shall prepare a written agenda for each meeting of the Town Council. All items to be considered shall appear on the written agenda, which shall be available to each member of the Council not later than the Friday prior to the regular meeting.

(1998 Code, § 2-148) (Ord. O-2022-06, passed 12-6-2022)

§ 31.073 ITEMS TO BE INCLUDED.

(A) The Town Clerk shall place on the agenda for each Town Council meeting all items which, after consultation with the Mayor, are determined to be required or are appropriate for Council consideration.

(B) The Mayor and each member of the Council shall have the right to have included on any prepared agenda such items as they deem appropriate for Council consideration. The Mayor and members of the Town Council desiring to submit items for inclusion on the prepared agenda shall notify the Town Clerk of the nature of the matter they wish considered in sufficient detail as to enable the item to be properly researched. Such notification shall be ~~written and shall be~~ delivered to the Town Clerk's office by Wednesday prior to the regular Town Council meeting. All materials pertinent to items in the agenda shall be distributed to members with the prepared agenda.

(C) The Mayor has the right to defer agenda items with the concurrence of the Council member presenting the item.
(1998 Code, § 2-149) (Ord. O-2022-06, passed 12-6-2022)

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CHAPTER 32: TOWN OFFICERS

Section

- 32.01 Duties, powers, and functions of Mayor
- 32.02 Duties, powers, and functions of Vice-Mayor
- 32.03 Duties, powers, and functions of Town Manager
- 32.04 Duties of Town Clerk
- 32.05 Duties of Town Treasurer
- 32.06 Duties of Town Sergeant/Deputy Town Sergeant/police officers
- 32.07 Duties, powers, and functions of Town Engineer
- 32.08 Duties, powers, and functions of Zoning Administrator
- 32.09 Duties, powers, and functions of Building/Code Official

Charter reference:

Town officers, see §§ 3 and 4

§ 32.01 DUTIES, POWERS, AND FUNCTIONS OF MAYOR.

(A) The Mayor shall have such duties, powers, and functions as set out in the Charter, the town ordinances, and in state law.

(B) In cases of litigation in which the town is interested, the Mayor, with the concurrence of the Council, shall execute, in association with such other persons as may be procured, appeal bonds, injunction bonds, suretyship for costs, and all other legal obligations that may be necessary for the due protection of the interests of the town in such cases before the courts; and the faith of the town is pledged for the due indemnification of the parties who make such engagements or obligations on its behalf.

(C) ~~All~~ Subject to section § 32.03 of this title, all deeds, leases, contracts, conveyances, and agreements of any description, in order to be true and binding instruments of the town, must be authorized by the Council, approved and signed by the Mayor and attested by the Clerk of the Council.

(D) Whenever the seal of the town is required for any writing, the Clerk of the Council shall have authority to affix the seal to such writing.

(E) Any duly authorized writing executed as provided by this section shall be the true and binding act and instrument of the town.

(1998 Code, § 2-181) (Ord. O-2022-06, passed 12-6-2022)

Charter reference:

Mayor, see § 3

§ 32.02 DUTIES, POWERS, AND FUNCTIONS OF VICE-MAYOR.

At its first meeting following the regular municipal election for Council members, the Council shall elect one of its members as Vice-Mayor, who shall preside at meetings in the absence of the Mayor and may discharge any other duty of the Mayor during the Mayor's absence or disability.

(1998 Code, § 2-182) (Ord. O-2022-06, passed 12-6-2022)

Charter reference:

Vice-Mayor, see §3.4

§ 32.03 DUTIES, POWERS, AND FUNCTIONS OF TOWN MANAGER.

(A) The Town Council may appoint a Town Manager, fix a salary, and delegate such administrative duties, powers, and responsibilities as it believes to be in the best interest of the town.

(B) The Town Manager shall serve an indefinite term and shall be removable from office by the Town Council. The Town Manager shall be chosen by the Council without regard to political beliefs and solely on the basis of executive and administrative qualifications.

(C) No member of the Council shall, during the term for which elected, be chosen as Town Manager.

(D) In meetings of the Town Council, the Town Manager shall:

(1) Have the responsibility to counsel and advise but with no voting rights;

(2) Have the right to attend and participate in the proceedings of but not to vote in the meetings of all boards, commissions, and committees;

(3) Recommend to the Council such measures as deemed necessary or desirable; and

(4) Keep the Council advised as to present and future needs and policies of the town and as to operation of its government.

(E) The Town Manager shall be authorized to procure and execute all contracts, purchase orders, conveyances, and/or agreements of any description for amounts not greater than twenty-five thousand dollars (\$25,000.00), without approval of the Town Council, provided the procurement has been budgeted and appropriated.

(F) The Town Manager may appoint a Deputy or an Assistant Town Manager whose qualifications and duties shall be set by the Town Manager.

(G) The Town Manager may appoint additional town staff, in accordance with the budget adopted and appropriated by Town Council, whose qualifications and duties shall be set by the Town Manager
(1998 Code, § 2-183) (Ord. O-2022-06, passed 12-6-2022)

§ 32.04 DUTIES OF TOWN CLERK.

The Town Clerk, who shall be appointed by the Town Manager and hold office at the pleasure of the Town Manager, shall keep the record of the Council and all duties as set forth by law. The Town Clerk shall have charge of the records of the town, faithfully preserve such records, and perform such other services and functions as may be directed by the Town ~~Council~~ Manager.

(1998 Code, § 2-184) (Ord. O-2022-06, passed 12-6-2022)

§ 32.05 DUTIES OF TOWN TREASURER.

(A) The Town Treasurer, who shall be appointed by the Town Manager and hold office at the pleasure of the Town Manager, shall receive all taxes and other money and revenues belonging to the town, and deposit them in such bank as the Town Manager may direct. The Treasurer shall keep the bank books and checkbooks so that they will accurately reflect the state of accounts. Each check shall be drawn payable to the order of the person for whose benefit it is drawn and shall contain a notation on its face that will indicate the purpose for which it is drawn. All checks and vouchers shall be carefully preserved.

(B) The Treasurer shall also so keep the books that all receipts and disbursements and their source and character may appear, and so that a true and accurate understanding of the financial affairs and conditions of the town may be readily ascertained. All of the Treasurer's books and records shall be open to the inspection of the Mayor and any member of the Town Council, or such persons as the Town Council may direct.

(C) ~~No funds shall be -disbursed and by the Town Treasurer unless~~ upon a warrant of the Town Clerk, countersigned by the Mayor or Town Manager. ~~No funds in excess of \$1,500 shall be disbursed without order of the Council, taken in open session, duly and fully recorded. No funds in excess of \$1,500 shall be disbursed by the Town Treasurer except by order of the Council.~~ Each disbursement shall be itemized by date, amount, and payee and appear in the Treasurer's monthly financial report to the Council. For purposes of this division (C), the term ORDER shall include the award of a contract by the Council for services performed on a one-time or reoccurring basis (during the life of the contract) and all funds budgeted and appropriated by the Town Council.

(D) An audit of the books of the Town Treasurer shall be made annually, as soon as practical after the close of the fiscal year, but not later than six months after, by such persons as the Town Council may designate for the purpose, assisted by the Treasurer, and a report of such audit made to the Town Council. This report shall also indicate the amount of uncollected assets of the town in the hands of the Treasurer for collection.
(1998 Code, § 2-185) (Ord. O-2022-06, passed 12-6-2022)

§ 32.06 DUTIES OF TOWN POLICE.

(A) The Town Police Department shall be responsible for the preservation of the public peace, prevention of crime, apprehension of criminals, protection of the rights of persons and property, and enforcement of the laws of the commonwealth, the ordinances of the Town of Occoquan and all rules and regulations made in accordance therewith. The Chief of Police and the other members of the Police Department shall have all the powers and duties of police officers as provided by the general laws of the commonwealth.

(B) The Chief of Police is the head of the Police Department and shall be appointed by the Town Manager and shall have such additional duties, powers, and responsibilities as the Town Council believes to be in the best interest of the town. The Chief of Police shall appoint all members of the Department and assign all members of the Department to their respective posts, shifts, details and duties. The Chief of Police shall be responsible for the efficiency, discipline, and good conduct of the Department. Disobedience to the lawful commands of the Chief of Police or violation of the rules and regulations made by the Chief of Police shall be grounds for removal or other disciplinary action as provided in such rules and regulations.

(C) The Chief of Police and police officers shall have the power to arrest without warrant and carry before the proper authority to be dealt with as the law provides, any and all persons who shall violate any provision of the code of the commonwealth, this code or other ordinances of the town.

(D) The Town shall have an auxiliary police force organized and operated under the Chief of Police. The Chief of Police shall appoint as auxiliary police officers as many persons of good character as deemed necessary, not to exceed 15, and their appointment shall be revocable at any time by the Chief of Police or the Town Manager. During the term of service, such auxiliary police shall possess all the powers, authority, and immunities of full-time law enforcement officers in accordance with Code of Virginia § 15.2-1731. Auxiliary police shall not receive compensation from the town for services rendered as auxiliary police.

(E) All officers of police force shall read, sign, and agree to abide by Police Department general orders.

(1998 Code, § 2-186) (Ord. O-2022-06, passed 12-6-2022)

§ 32.07 DUTIES, POWERS, AND FUNCTIONS OF TOWN ENGINEER.

(A) The Town Engineer shall be appointed by and serve at the pleasure of the Town Manager.

(B) The Town Engineer shall be registered as a professional engineer by the state and shall have five years' experience in municipal or land development engineering or related field.

(C) The Town Engineer shall:

(1) Review final site plans for compliance with requirements for grading, paving, stormwater drainage and retention, traffic circulation, utilities, and floodproofing and coordinate reviews of other agencies and recommend final approval or disapproval to the Town Manager;

(2) Inspect ongoing construction work for compliance with the approved site plan permits and applicable town regulations;

(3) Provide oversight of contractors engaged in construction projects for the town, including review of payment requests;

(4) Serve as subdivision agent for the review of subdivision plats;

(5) Administer Chapter 152 of this code;

(6) Provide information, reports, approvals, or other information to the Town Clerk as necessary for issuance of various construction-related permits;

(7) Provide the Zoning Administrator with technical support on the Chesapeake Bay Preservation Act (VA Code §§ 10.1-2100 et seq.);

(8) Investigate such matters of an engineering nature as may be assigned by the Mayor and/or Council and report findings and recommendations;

(9) Assist the Town Manager in obtaining required professional services or bids from contractors;

(10) Coordinate with other town officials and outside agencies as appropriate to ensure that town regulations are not circumvented or overlooked; and

(11) Perform such other engineering tasks as may be assigned by the Town Manager.
(1998 Code, § 2-187) (Ord. O-2022-06, passed 12-6-2022)

§ 32.08 DUTIES, POWERS, AND FUNCTIONS OF ZONING ADMINISTRATOR.

(A) The Zoning Administrator shall be appointed by and serve at the pleasure of the Town Manager.

(B) The Zoning Administrator shall have experience in writing, enforcing, and/or interpreting zoning regulations, either as an employee of a local government or as a consultant to a local government.

(C) The Zoning Administrator shall:

(1) Enforce the provisions of Chapter 157 of this code;

(2) Interpret Chapter 157 of this code and the zoning map;

(3) Review site plans and subdivision plans for compliance with Chapter 157 of this code and the Chesapeake Bay Preservation Act (VA Code §§ 10.1-2100 et seq.);

(4) Serve as administrator for the local program under the Chesapeake Bay Preservation Act;

(5) Consult with the Town Engineer concerning any technical matters subject to the Zoning Administrator's evaluation under the Chesapeake Bay Preservation Act;

(6) Maintain the Zoning Map in the Town Clerk's office, including recording such changes in zoning districts as may be approved by the Town Council within 30 days of Council action and notifying the county;

(7) Provide advice and assistance to the Town Manager regarding applications for zoning changes or special use permits;

(8) Provide records and staff reports to the Board of Zoning Appeals as requested or required;

(9) Coordinate with other town officials or outside agencies as appropriate to ensure that town regulations are not circumvented or overlooked; and

(10) Investigate alleged violations of Chapter 157 of this code and take such steps as are authorized under the state code to prevent or abate violations that are found to exist.

(D) The Town Manager may appoint a Deputy Zoning Administrator whose qualifications and duties shall be set by the Town Manager.
(1998 Code, § 2-188) (Ord. O-2004-11, passed 4-13-2004; Ord. O-2022-06, passed 12-6-2022)

§ 32.09 DUTIES, POWERS, AND FUNCTIONS OF BUILDING/CODE OFFICIAL.

(A) The Town Building Official shall be appointed by and serve at the pleasure of the Town Manager. The Town Building Official shall be a certified building official in accordance with the State Department of Housing and Community Development (DHCD).

(B) The Town Building Official shall:

(1) Review building plans for compliance with appropriate building codes;

(2) Perform inspections of building construction within town;

(3) Issue appropriate occupancy permits for both commercial and residential structures;

(4) Consult with Town Engineer, Town Zoning Administrator, Town Attorney, and Town Manager on building code matters;

(5) Coordinate with other town officials and outside agencies as appropriate to ensure that town regulations are not circumvented or overlooked; and

(6) Perform such other building official tasks as may be assigned by the Town Manager.

(C) The Town Manager may appoint a Deputy Building Official whose qualifications and duties shall be set by the Town Manager.
(1998 Code, § 2-189) (Ord. passed 5-13-1997; Ord O-2015-03, passed 6-2-2015; Ord. O-2022-06, passed 12-6-2022)

CHAPTER 33: TOWN BOARDS AND COMMISSIONS

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ARTICLE 33.00 – PLANNING COMMISSION

§ 33.01 ESTABLISHMENT.

The Planning Commission for the Town of Occoquan (the "Commission") is created pursuant to authority contained in the Code of Virginia, and is governed by the Code of Virginia and Occoquan Town Code. (1998 Code, § 2-242) (Ord. O-2018-01, passed 5-2-2018)

§ 33.02 PURPOSE.

The general purpose of the Commission shall be to guide and promote the efficient, coordinated development of the town in a manner which will best promote the health, safety, and general welfare of its people; preserve and protect the town and its natural resources; to address the goals and recommendations of the Comprehensive Plan; and to serve in an advisory capacity to the Town Council. (Ord. O-2018-01, passed 5-2-2018)

§ 33.03 QUALIFICATIONS, APPOINTMENT, REMOVAL, TERMS, TRAINING, COMPENSATION OF MEMBERS.

(A) *Membership requirements.* Qualifications for membership shall be set by state law, membership of the Commission shall consist of not less than five nor more than 15 members appointed by Town Council. Members of the Commission shall be residents of the town, qualified by knowledge and experience to make decisions on questions of community growth and development; provided, that at least half the members so appointed shall be owners of real property. One member of the Commission may be a member of the Town Council and one member may be a member of the administrative branch of government of the town, the term of each of these two members shall be coextensive with the term of office to which they have been elected or appointed unless the Council, at the first regular meeting each year, appoints others to serve as their representatives.

(B) *Terms.* Terms for members are set by state law. Each member shall be appointed to hold office for a four year term running concurrent to the term of office of the Town Council–Vacancies shall be filled by the Town Council for the remainder of the unexpired term within 60 days.

(C) *Certified Planning Commissioners' training.* The Planning Commission recognizes that all members should understand their roles and responsibilities as defined by the Code of Virginia. All newly appointed members to the Planning Commission are expected to ~~complete a Certified Planning Commissioners Program and become certified~~undergo training, as deemed adequate by the Town Manager, within 24 months of appointment. ~~The Town Council may waive this training requirement.~~

(D) *Absences.* In accordance with the Code of Virginia, more than four consecutive or absences at 25% of all meetings in any one fiscal year shall be considered nonperformance of duty and cause of removal from the Commission.

(E) *Removal.* Members of the Commission may be removed by the Town Council for nonperformance of duty, misconduct in office, ~~or~~ upon failure to declare a conflict of interest, or matters of moral turpitude upon vote by the majority, after written charges have been prepared and a hearing conducted.

(F) *Resignation.* A member may resign from the Commission by sending a written notice of resignation to the Town Council or Commission chairperson.

(G) *Compensation.* The Council may provide compensation to Commission members for:

(1) Reimbursement of ~~Travel Expenses~~ incurred by members of the Commission;

(2) Compensation to such members, or any of them, for their services; or

(3) Both.

(1998 Code, § 2-243) (Ord. passed 5-13-1997; Ord. O-2002-2, passed 2-12-2002; Ord. O-2018-01, passed 5-2-2018)

§ 33.04 MEETINGS.

(A) *Regular meetings.* Regular meetings of the Commission shall be held monthly in the Town Hall on the fourth Tuesday of each month. The dates and times shall be posted at the Town Hall and a notice should be published in accordance with the Code of Virginia. Any changes in the date or time of the regular meetings shall be posted and noticed in the same manner as originally established. When a regular meeting date falls on or near a legal holiday, the Commission shall select suitable alternate dates in the same month, in accordance with the Code of Virginia.

(B) *Meeting notices.* All meetings shall be posted at the Town Hall according to the Code of Virginia. The notice shall include the date, time and place of the meeting.

(C) *Special meetings.* Special meetings of the Commission may be called by the chairperson or by two members upon written request to the chairperson. The business which the Commission may perform shall be conducted at a public meeting of the Commission held in compliance with the Code of Virginia. Public notice of the time, date, and place of the special meeting shall be given in a manner as required by the Code of Virginia. In accordance with the VA Code § 15.2-2214, the staff liaison shall notify all Commissioners, in writing, at least five days in advance of a special meeting, of the time and place of the meeting and the purpose thereof. Written notice of a special meeting is not required if the time of the special meeting has been fixed at a regular meeting, or if all members are present at the special meeting or file a written waiver of notice.

(D) *Open meetings.* In accordance with the Virginia Freedom of Information Act, all meetings of the Commission shall be open to the public and held in a place accessible to the general public. All deliberations and decisions of the Commission shall be made at a meeting open to the public. A person shall be permitted to address a hearing of the Commission in accordance with the meeting's written agenda. A person shall not be excluded from a meeting of the Commission except in accordance with the law.

(E) *Public record.* All meetings, minutes, records, documents, correspondence, and other materials of the Commission shall be open to public inspection in accordance with the Freedom of Information Act, except as may otherwise be provided by law.

(F) *Quorum.* In order for the Commission to conduct business or take any official action, a quorum consisting of the majority of the voting members of the Commission shall be present. When a quorum is not present, members of the Commission may discuss matters of interest, but can take no action until a quorum of the Commission is established. All public hearings without a quorum shall be rescheduled for the next regular or special meeting, and notice thereof shall be provided in accordance with the Code of Virginia. The Commission, by resolution adopted at a regular meeting, may also fix the day or days to which any meeting shall be continued if the Chairperson, or Vice Chairperson if the Chairperson is unable to act, finds and declares that weather or other conditions are such that it is hazardous for member to attend the meeting. Such finding shall be communicated to the members and the press as promptly as possible. All hearings and other matters previously advertised for such meeting shall be conducted at the continued meeting and no further advertisement is required. The Commission shall cause a copy of such resolution to be inserted in a newspaper having general circulation in the locality at least seven days prior to the first meeting held pursuant to the adopted schedule.

(G) *Voting.* By law, no action of the local Planning Commission shall be valid unless authorized by a majority vote of those present and voting in the presence of a quorum. Voting shall ordinarily be voice vote; provided, however, that a roll call vote shall be required if requested by any Commission member or directed by the chairperson. Any member abstaining from a vote shall not participate in the discussion of that item.

(H) *Agenda.*

- (1) A written agenda for all regular meetings shall be prepared as follows:
 - (a) Call to order.
 - (b) Roll call.
 - (c) Approval of agenda.
 - (d) Approval of minutes.
 - (e) Public comments and communications concerning items not on the agenda.
 - (f) Scheduled public hearings.
 - (g) Unfinished business.
 - (h) New business.
 - (i) Administrative items.
 - (j) Adjournment.

(2) Any Commissioner may request that an item be placed on the regular meeting agenda for discussion provided such request is made not less than one week prior to the next regular meeting and provided that such request is approved by the chairperson. The Commission may, by majority vote or unanimous consent, amend or adjust the order of any agenda at any point during the meeting.

(I) *Rules of order.* Except as otherwise provided by law or these bylaws, meetings of the Commission will be governed by the current edition of "Robert's Rules of Order, Newly Revised."

(J) *Public hearings.* Hearings shall be scheduled and due notice given in accordance with the Code of Virginia. Public hearings conducted by the commission shall be run in an orderly and timely fashion. This shall be accomplished by the establishing hearing procedures.

- (1) Open public hearing.
- (2) Read chairman's statement.
- (3) Applicant presentation and staff presentation (order shall be determined by the Commission at the meeting).
- (4) Public testimony/comments.
- (5) Applicant rebuttal.
- (6) Planning Commission questions.
- (7) Close public hearing.
- (8) Planning Commission discussion.
- (9) Planning Commission action.
- (10) Advise public of next steps in the process.

(K) *Notice of decision.* A written notice containing the decision of the Commission will be sent. (1998 Code, § 2-244) (Ord. O-2004-12, passed 4-13-2004; Ord. O-2018-01, passed 5-2-2018)

§ 33.05 FACILITIES FOR HOLDING OF MEETINGS AND PRESERVATION OF DOCUMENTS.

The Town Council shall provide the Commission with facilities for the holding of meetings and the preservation of plans, maps, documents and accounts. (1998 Code, § 2-246) (Ord. O-2018-01, passed 5-2-2018)

§ 33.06 ROLES AND RESPONSIBILITIES.

(A) *Members.* All members of the Commission shall:

- (1) Regularly attend all scheduled meetings as well as special or called meetings.
- (2) Prepare for each meeting by familiarizing themselves with the meeting agenda beforehand.
- (3) Follow the rules of procedures and contribute to meetings in a constructive manner.
- (4) Uphold the prestige of the office by conducting themselves in a respectful and ethical manner.
- (5) Always seek to ascertain the public interest and how to further the interests of the community as a whole.

(B) *Officers.* The officers of the Commission are appointed members of the Commission and shall consist of a chairperson, vice-chairperson, and secretary.

(C) *Duties of the chairperson.* The chairperson shall preside at all meetings, appoint committees, and perform such duties as may be delegated by the Commission or Town Council. The Commission chairperson shall have the right to appoint new committee members at any time to fill a vacancy, subject to confirmation by the Town Council.

(D) *Duties of the vice-chairperson.* The vice-chairperson shall act in the capacity of the chairperson in his or her absence. In the absence of both the chairperson and the vice-chairperson, the Commission shall elect one of its members as president pro tem to preside at the meeting.

(E) *Duties of the secretary.* The secretary shall serve as the liaison between the Commission and the Town Clerk who is responsible for the execution of documents in the name of the Commission, performing the duties hereinafter listed below, and performing such other duties as the Commission may determine.

(1) *Minutes.* Commission minutes shall be prepared by the secretary of the Commission. The minutes shall contain a brief synopsis of the meeting, complete statement of the conditions or recommendations made on may action; and recording of attendance. All communications, actions, and resolutions shall be attached to the minutes. The official records shall be deposited with the Town Clerk. The Town Clerk shall be responsible for a permanent record of the minutes of each meeting and shall have them preserved in suitable permanent records.

(2) *Correspondence.* The Town Clerk shall be responsible for the issuance of formal written correspondence with other groups or persons, as directed by the Commission. All communications, petitions, reports, or other written materials received by the Town Clerk shall be brought to the attention of the Commission.

(3) *Attendance.* The Secretary shall be responsible for maintaining an attendance record for each Commission member and report those records annually to the Commission for inclusion in the Annual Report to the Town Council.

(4) *Notices/agendas.* The Town Clerk shall issue such notices and prepare the agendas for all meetings, as may be required by the Commission.

(F) *Duties of the Town Council representative.* The Town Council representative to the Commission shall report the actions of the Town Council to the Commission and update the Commission on actions by the Town Council that relate to the functions and duties of the Commission.

(G) *Duties of the Architectural Review Board representative.* The Architectural Review Board (ARB) representative to the Commission shall report the actions of the ARB to the Commission and update the Commission on actions by the ARB that relate to the functions and duties of the Commission.

(H) *Elections.*

(1) At the January meeting, the Commission shall select from its membership a chairperson, vice-chairperson, and secretary who shall serve for a 12-month period and who shall be eligible for re-election.

(2) A candidate receiving a majority vote shall be declared elected.

(3) Newly elected officers will assume their office immediately after the election.

(I) *Terms.* All officers shall serve a term of one year, or until their successors are selected and assume office. Officers may be re-elected.

(J) *Vacancies.* Vacancies in offices shall be filled immediately by regular election procedure with the term expiring in accordance with division (H)(1) above.
(Ord. O-2018-01, passed 5-2-2018)

§ 33.07 DUTIES.

The Commission shall perform the following duties:

(A) Draft, conduct hearings, and recommend a Zoning Ordinance, and subsequent amendments thereto, to the Town Council.

(B) Assist the Town Council in the adoption of a Comprehensive Plan as provided in VA Code Title 15.2, which, with accompanying maps, plats, charts and descriptive matter, shall show the Commission's recommendations for the development of the territory covered by the Plan. In the preparation of such Plan, the Commission shall make careful and comprehensive surveys and studies of existing conditions and trends of growth, and of the probable future requirements of its territory and inhabitants. The Plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the town and its environs that will, in accordance with present and probable future needs and resources, best promote the health, safety, morals, order, convenience, comfort, prosperity and general welfare of the inhabitants, as well as efficiency and economy in the process of development. The Plan shall be reviewed regularly, and necessary updates made as required.

(C) Promote public interest in and an understanding of the Comprehensive Plan, and to that end may publish and distribute copies of the plan or of any report and may employ such other means of publicity as it may determine, within its budget.

(D) Make recommendations and prepare an Annual Report to the Town Council ~~in November~~ concerning the operation of the Commission and the status of planning within its jurisdiction. A draft version of the document will be prepared for the ~~October-December Town Council~~ meeting, with a ~~possible work session following that same month to finalize the document in time for final report due before the Town Council budget work sessions at a joint meeting with the Town Council in November to discuss and inform the Council's November work session meeting later that month to be set by the Town Council.~~

(E) Review and take action or recommend appropriate actions to the Town Council on site plans, and special land use permits.

(F) Review and take action on subdivisions proposals.

(G) Review and comment to the Town Council on all proposed zoning changes.

(H) Prepare, publish, and distribute special studies and plans, as deemed necessary by the Commission or Town Council and for which appropriations of funds have been approved by the Town Council, as needed.

(I) Attend training sessions, conferences, or meetings as needed to properly fulfill the duties of a member of the Commission (hereinafter "commissioner"), and for which appropriations of funds have been approved by the Town Council, as needed.

(J) Perform other duties and responsibilities as may be requested by the Town Council.

(K) Conduct such site visits as deemed necessary to evaluate the application and supporting material. Site visits shall be conducted individually unless otherwise scheduled by the Commission, obeying all requirements of the Code of Virginia.

(L) Keep a complete record of the Commission's proceedings.

(M) Supervise the Commission's fiscal affairs and responsibilities, under rules and regulations as prescribed by the Town Council.

(N) Prepare and submit an annual budget in the manner prescribed by the Town Council.

(O) Perform the duties provided in VA Code § 15.2-2221.
(1998 Code, § 2-248) (Ord. O-2018-01, passed 5-2-2018)

§ 33.08 EXPENDITURES; GIFTS AND DONATIONS.

The Commission may expend, under regular ~~T~~town procedure as provided by law, sums appropriated to it for its purposes and activities. The ~~T~~town may accept gifts and donations for Commission purposes. Any moneys so accepted shall be deposited with the Town Treasurer in a special non-reverting local commission fund to be available for expenditure by the Commission for the purpose designated by the donor. The Town Treasurer may issue warrants against such special fund only upon vouchers signed by the Town Manager or Mayor, Town Clerk, and the chairman of the Commission. The expenditures of the Commission, exclusive of gifts or grants, shall be within the amounts appropriated for such purpose by the Town Council.
(1998 Code, § 2-249) (Ord. O-2018-01, passed 5-2-2018)

§ 33.09 AMENDMENTS.

The Planning Commission may consider bylaw amendments at any regular meeting, after ~~at least 15-~~ days' proper notice. The Planning Commission may then recommend such amendments. Once approved by the Commission, all amendments shall be forwarded to the Town Council for its approval. The amendments to the bylaws shall be effective upon approval by the Town Council.
(Ord. O-2018-01, passed 5-2-2018)

§ 33.10 NEW MEMBER ONBOARDING.

New members of the Commission will be provided a copy of the Commission By-Laws, Town Comprehensive Plan, and the latest edition of Code and Zoning ~~Code and Zoning~~ Part 1075 A Practical Introduction: by Carl Stephani and

Marilyn Stephani, or such other ~~book-materials~~ as the ~~Zoning Administrator~~ Town Manager or their designee may determine to be the best introduction, to become familiarized with the role of the Commission, zoning terminology, and town priorities.
(Ord. O-2018-01, passed 5-2-2018)

ARTICLE 33.20 – BOARD OF ZONING APPEALS

§ 33.20 ESTABLISHMENT.

The Board of Zoning Appeals created pursuant to authority contained in the VA Code shall continue in force under the provisions of this subchapter.
(1998 Code, § 2-271)

§ 33.21 MEMBERSHIP.

The Board of Zoning Appeals shall consist of five residents of the town, who shall be appointed by the Circuit Court of the county for a five-year term. Appointments shall be made for such terms that the term of one member shall expire each year. An appointment to fill a vacancy shall be only for the unexpired portion of that term. Members may be reappointed to succeed themselves. A member whose term expires shall continue to serve until his or her successor is appointed and qualifies.
(1998 Code, § 2-272)

§ 33.22 CONDITIONS OF TENURE, CONFLICT OF INTEREST, REMOVAL FROM OFFICE.

Members of the Board of Zoning Appeals shall hold no other public office in the town, except that one member may be a member of the Planning Commission. They must have certification within one year. Any member of the Board having an interest in property related to an appeal to the Board shall be disqualified to vote on that matter. Any Board member may be removed for just cause by the court that appointed him or her, upon written charges and after a public hearing.
(1998 Code, § 2-273) (Ord. passed 5-13-1997)

§ 33.23 VACANCIES.

The Secretary of the Board of Zoning Appeals shall notify the Circuit Court whenever a vacancy occurs and shall also provide the court notice at least 30 days in advance of the expiration of any term of office. Concurrently with any notice to the court, the Secretary shall transmit to the Mayor and Town Council any recommendation the Board may have with respect to a replacement. The Council shall forward its recommendation to the Circuit Court.
(1998 Code, § 2-274)

§ 33.24 ORGANIZATION.

The Board of Zoning Appeals shall conduct an annual organizational meeting in the month of January, if possible, to elect a Chairperson, Vice-Chairperson, Secretary, and such other officers as it deems necessary for the remainder of that calendar year. Officers may be reelected to succeed themselves. An officer vacancy may be filled by special election. Meetings of the Board shall be held at the call of its Chairperson or Acting Chairperson and at such times as the majority of the Board may determine. When a regular or special meeting cannot be held at the scheduled time due to inclement weather, the Chairperson shall fix a date and time for the meeting to occur. Matters advertised for a meeting rescheduled due to inclement weather need not be re-advertised if the advertisement stated that the meeting may be rescheduled in the event of inclement weather.
(1998 Code, § 2-275) (Ord. O-2004-12, passed 4-13-2004) Page 76 of 112

§ 33.25 QUORUM.

A quorum shall be at least three members unless as otherwise provided for by the State and Local Government Conflict of Interests Act (VA Code §§ 2.1-639.1 et seq.).
(1998 Code, § 2-276)

§ 33.26 RULES AND REGULATIONS.

(A) The Board of Zoning Appeals may make, alter, or rescind such rules, regulations, and forms as it may consider necessary, consistent with the ordinances of the town and general laws of the state.

(B) Except for deliberating an appeal, all meetings of the Board and voting shall be open to the public and shall otherwise conform to The State Freedom of Information Act (VA Code §§ 2.2-3700 through 2.2-3714).

(C) The Board shall keep minutes of its proceedings, which shall reflect the vote of each member upon each question, or if absent or failing to vote, indicating such fact.

(D) The Board shall keep records of its examinations, minutes of its proceedings, public hearings, public advertising, and other official actions, all of which will be immediately filed with the Town Clerk and shall constitute a public record.

(E) All advertisements for public hearings and other notices shall conform to the requirements of the VA Code.

(F) Except as otherwise provided in the State and Local Government Conflict of Interests Act (VA Code §§ 2.1-639.1 et seq.), a favorable vote of three members of the Board shall be necessary to reverse any order, requirement, decision, or determination of any administrative official or to decide in favor of the applicant on any matter upon which the Board is required to act.
(1998 Code, § 2-277)

§ 33.27 RECORDS AND REPORTS.

In addition to records required by § 33.26, the Board of Zoning Appeals shall submit, each January, an annual report of its activities to the Mayor and Town Council.
(1998 Code, § 2-278)

§ 33.28 COMPENSATION AND SUPPORT SERVICES.

Board of Zoning Appeals members may be compensated for their services at the discretion of and in such amounts as the Town Council may determine. Within the limits of funds appropriated by the ~~Town~~ Council, the Board may employ or contract for secretaries, clerks, legal counsel, consultants, and other technical and clerical services when such services are not provided by or available from the town.
(1998 Code, § 2-279)

§ 33.29 POWERS AND DUTIES.

The Board of Zoning Appeals shall have the following powers and duties:

(A) To hear and decide appeals from any order, requirement, decision, or determination made by an administrative officer in the administration or enforcement of this subchapter or of Chapter 157 of this code;

(B) To authorize upon appeal or original application in specific cases such variance as defined in VA Code § 15.2-2201, from the terms of Chapter 157 of this code as will not be contrary to the public interest, when, owing to special conditions a literal enforcement of the provisions will result in unnecessary hardship; provided that the spirit of Chapter 157 of this code shall be observed and substantial justice done, as follows:

(1) When a property owner can show that his or her property was acquired in good faith and where by reason of the exceptional narrowness, shallowness, size, or shape of a specific piece of property at the time of the effective date of Chapter 157 of this code, or where by reason of exceptional topographic conditions or other extraordinary situation or condition of such piece of property, or of the condition, situation, or development of property immediately adjacent thereto, the strict application of the terms of Chapter 157 of this code would effectively prohibit or unreasonably restrict the utilization of the property or where the Board is satisfied, upon the evidence heard by it, that the granting of such variance will alleviate a clearly demonstrable hardship approaching confiscation, as distinguished from a special privilege or convenience sought by the applicant, provided that all variances shall be in harmony with the intended spirit and purpose of Chapter 157 of this code;

(2) No such variance shall be authorized by the Board unless it finds that:

(a) The strict application of Chapter 157 of this code would produce undue hardship;

(b) Such hardship is not shared generally by other properties in the same zoning district and the same vicinity; and

(c) The authorization of such variance will not be of substantial detriment to adjacent property and that the character of the district will not be changed by the granting of the variance.

(3) No such variance shall be authorized except after notice and hearing as required by VA Code § 15.2-2204. However, when giving any required notice to the owners, their agents, or the occupants of abutting property and property immediately across the street or road from the property affected, the Board may give such notice by first-class mail rather than by registered or certified mail;

(4) No variance shall be authorized unless the Board finds that the condition or situation of the property concerned is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to Chapter 157 of this code; and

(5) In authorizing a variance, the Board may impose such conditions regarding the location, character, and other features of the proposed structure or use as it may deem necessary in the public interest, and may require a guarantee or bond to ensure that the conditions imposed are being and will continue to be complied with.

(C) To hear and decide appeals from the decision of the Zoning Administrator after notice and hearing as provided by VA Code § 15.2-2204. However, when giving any required notice to the owners, their agents, or the occupants of abutting property and property immediately across the street or road from the property affected, the Board may give such notice by first-class mail rather than by registered or certified mail. No such appeal shall be heard except after notice and hearing as provided by VA Code § 15.2-2204;

(D) To hear and decide applications for interpretation of the district map where there is any uncertainty as to the location of a district boundary. After notice to the owners of the property affected by any such question, and after public hearing with notice as required by VA Code § 15.2-2204, the Board may interpret the map in such way as to carry out the intent and purpose of Chapter 157 of this code for the particular section or district in question. However, when giving any required notice to the owners, their agents, or the occupants of abutting property and property immediately across the street or road from the property affected, the Board may give such notice by first-class mail rather than by registered or certified mail. The Board shall not have the power to change substantially the locations of district boundaries as established by ordinance. No provision of this section shall be construed as granting to the Board the power to rezone property;

(E) To hear and decide applications for special exceptions as may be authorized in Chapter 157 of

this code. The Board may impose such conditions relating to the use provided for in the authorized special exceptions for which a permit is granted as it may deem necessary in the public interest, including limiting the duration of a permit, and may require a guarantee or bond to ensure that the conditions imposed are being and will continue to be complied with. No such special exception may be granted except after notice and hearing as provided by VA Code § 15.2-2204. However, when giving any required notice to the owners, their agents, or the occupants of abutting property and property immediately across the street or road from the property affected, the Board may give such notice by first-class mail rather than by registered or certified mail; and

(F) To revoke a special exception if the Board determines that there has not been compliance with the terms or conditions of the permit. No special exception may be revoked except after notice and hearing as provided by VA Code § 15.2-2204. However, when giving any required notice to the owners, their agents, or the occupants of abutting property and property immediately across the street or road from the property affected, the Board may give such notice by first-class mail rather than by registered or certified mail.
(1998 Code, § 2-280)

§ 33.30 APPEALS TO BOARD.

(A) *Generally.* An appeal to the Board of Zoning Appeals may be taken by any person aggrieved or by any officer, department, board, or bureau of the town affected by any decision of the Zoning Administrator or from any order, requirement, decision, or determination made by any other administrative officer in the administration or enforcement of VA Code §§ 15.2-2280 et seq., or Chapter 157 of this code. Notwithstanding any Charter provision to the contrary, any written notice of a zoning violation or a written order of the Zoning Administrator dated on or after July 1, 1993, shall include a statement informing the recipient that he or she may have a right to appeal the notice of a zoning violation or a written order within 30 days in accordance with this section, and that the decision shall be final and unappealable if not appealed within 30 days. The appeal period shall not commence until the statement is given.

(B) *Application and fees.* An appeal must be taken within 30 days after the decision appealed from by filing, on the form provided, a notice of appeal with the Zoning Administrator and the Board of Zoning Appeals, which appeal shall specify the grounds of the appeal, together with the fees as established in the current fee schedule. The application and accompanying maps, plans, and other documentation constituting the record upon which the action appealed from was taken shall be transmitted promptly to the Secretary of the Board, who shall place the matter on the docket. An appeal shall stay all proceedings in furtherance of the action appealed from unless the Zoning Administrator certifies to the Board that by reason of facts stated in the certificate a stay would in his or her opinion cause imminent peril to life or property, in which case proceedings shall not be stayed otherwise than by a restraining order granted by the Board or by a court of record, on application and on notice to the Zoning Administrator and for good cause shown.

(C) *Notice and hearing required; Planning Commission recommendation.* After entering the appeal on the docket, the Secretary of the Board shall advertise a public hearing, give written notice to the parties in interest, and request the Zoning Administrator to transmit a copy of the application and his or her staff report to the Planning Commission; the Planning Commission may send a written recommendation to the Board to appear as a party at the public hearing.

(D) *Burden of proof.* The applicant for a variance has the burden of proving that denial of a variance will result in unnecessary hardship, of proving that his or her hardship is due to Chapter 157 of this code itself, and of proving, to the satisfaction of the Board, requirements for a variance stipulated in the VA Code.

(E) *Findings required.* The Board shall fix a reasonable time for the hearing of an application or appeal, give public notice as well as due notice to the parties in interest, and make its decision within 90 days of the filing of the application or appeal. In exercising its powers, the Board may reverse or affirm, wholly or partly, or may modify an order, requirement, decision, or determination appealed from. The concurring vote of a majority of the membership of the Board shall be necessary to reverse any order, requirement, decision, or determination of an administrative officer or to decide in favor of the applicant on any matter upon which it is required to pass under Chapter 157 of this code or to effect any variance from Chapter 157 of this code. The decision of the Board must be

based on the evidence adduced at a public hearing and must include findings of fact disclosing the evidence relied upon by the Board and otherwise state the business and grounds for its decision to assure that the provisions of the VA Code and this subchapter have been met.

(F) *Board to issue order.* Whenever the Board shall grant a variance, the Secretary of the Board shall cause an order to be issued evidencing the grant and furnish copies of the order to the applicant, to the Zoning Administrator, to the Town Clerk, and to such other parties as deemed necessary.

(G) *Limitation on change.* In no event shall a written order, requirement, decision, or determination made by the Zoning Administrator or other administrative officer be subject to change, modification, or reversal by any Zoning Administrator or other administrative officer after 60 days have elapsed from the date of the written order, requirement, decision, or determination where the person aggrieved has materially changed his or her position in good faith reliance on the action of the Zoning Administrator or other administrative officer unless it is proven that such written order, requirement, decision, or determination was obtained through malfeasance of the Zoning Administrator or other administrative officer or through fraud. The 60-day limitation period shall not apply in any case where, with the concurrence of the Town Attorney, modification is required to correct clerical or other nondiscretionary errors.
(1998 Code, § 2-281)

§ 33.31 JUDICIAL REVIEW AND RELIEF.

(A) *Certiorari to review decision of Board.* Any person aggrieved by any decision of the Board of Zoning Appeals, or any aggrieved taxpayer or any officer, department, board, or bureau of the town may present to the Circuit Court of the county a petition specifying the grounds on which aggrieved within 30 days after the filing of a decision in the office of the Board.

(B) *Parties aggrieved entitled to writ.* Upon the presentation of such petition, the court shall allow a writ of certiorari to review the decision of the Board and shall prescribe the time within which a return must be made and served upon the relator's attorney, which shall not be less than ten days and may be extended by the court. The allowance of the writ shall not stay proceedings upon the decision appealed from; but the court may, on application, on notice to the Board, and on due cause shown, grant a restraining order.

(C) *Other parties to suit.* If the petition is presented by the Town Council, the Council shall be party to the suit. The court may, likewise, admit as a party to the suit any person who, if the decision had been adverse, would have been authorized under this division (C) to present a petition in the first instance.

(D) *Board to make return.* The Board shall not be required to return the original papers acted upon by it, but it shall be sufficient to return certified or sworn copies of the papers or of such portions of the papers as may be called for by such writ. The return shall concisely set forth such other facts as may be pertinent and material to show the grounds of the decision appealed from and shall be verified.

(E) *Costs not allowed.* Costs shall not be allowed against the Board unless it shall appear to the court that the Board acted in bad faith or with malice in making the decision appealed from.
(1998 Code, § 2-282)

ARTICLE 33.40 – ARCHITECTURAL REVIEW BOARD

§ 33.45 ESTABLISHMENT.

The Architectural Review Board heretofore created shall continue in force under the provisions of this subchapter.

(1998 Code, § 2-401)

§ 33.46 MEMBERSHIP.

The Architectural Review Board (ARB) shall consist of nine members, appointed by and serving at the pleasure of the Town Council, of whom seven shall be appointed as regular members and two as alternate members to vote in the absence of any regular member. A quorum shall be four members. One regular member shall be a member of the Town Council, one regular member shall be a member of the Planning Commission, and one regular member may be a business owner in the town who shall be designated as the business representative. The business representative shall act as a liaison between town businesses and the ARB. Other members shall be appointed primarily on the basis of a knowledge and demonstrated interest in the historical heritage and architecture of the town. All members shall be residents of the town, except the business representative, who need not be a resident but shall be: a business owner in the town; and licensed and operating his or her business in accordance with all applicable laws and ordinances. All candidates for ARB membership (other than the Council member and Planning Commission member) shall submit a written application to the Town Council.

(1998 Code, § 2-402) (Ord. passed 5-13-1997; Ord. O-2003-03, passed 12-2-2014)

§ 33.47 TERM OF OFFICE; REMOVAL; VACANCIES.

~~M~~~~The term of office of the~~ members of the Architectural Review Board shall be appointed to hold office for a four year term running concurrent to the term of office of the Town Council. shall be for three years, except that the terms of the Council member and Planning Commission member shall correspond to their official tenure of office. Appointed members of the Board serve at the pleasure of the Council. Upon notice that the business representative no longer owns a business in the town, the Town Council may remove that person from the Board. Appointments to fill vacancies shall be only for the unexpired portion of the term and shall be done within 60 days. Members may be reappointed to succeed themselves. Recommendations to fill vacancies may be made by the Board to the Mayor and approved by the Town Council.

(1998 Code, § 2-403)

§ 33.48 OFFICERS.

~~The Architectural Review Board shall elect its Chairperson, Vice Chairperson, and Secretary from its membership. Annually, at the January meeting, the Architectural Review Board shall select from its membership a chairperson, vice-chairperson, and secretary who shall be eligible for re-election. All officers shall serve a term of one year, or until their successors are selected and assume office. Officers may be re-elected.~~

(1998 Code, § 2-404)

§ 33.49 PROCEDURE FOR MEETINGS.

(A) The Chairperson shall conduct the meetings of the Architectural Review Board and report action taken at the regular monthly meeting of the Town Council. In the absence of the Chairperson, the Vice-Chairperson shall preside.

(B) The Secretary shall keep the minutes of the meetings and a permanent record of all resolutions, motions, transactions, and determinations.

(C) All members of the Board, with the exception of nonvoting consultants, shall be entitled to vote; and the decision of the Board shall be determined by a majority vote.

(D) A quorum of four members present is required before the Board can take any official action. When serving in the absence of a regular member, an alternate counts toward the quorum.

(E) Meetings shall be conducted according to Robert's Rules of Order, Newly Revised.

(F) The Board shall meet in regular session on the fourth Tuesday of each month at 7:30 p.m., if an application has been filed for its consideration, and may meet in special session as called by the Chairperson and deemed necessary for the conduct of business. When a regular or special meeting cannot be held at the scheduled time due to inclement weather, the Chairperson shall fix a date and time for the meeting to occur. Matters advertised for a meeting rescheduled due to inclement weather need not be re-advertised if the advertisement stated that the meeting may be rescheduled in the event of inclement weather.

(G) The meetings of the Board shall be open to the public, and a full and impartial hearing shall be granted.

(H) When voting on any question, no proxy shall be allowed.

(I) The Board shall vote and announce its decision on any matter properly before it not later than 14 days after the conclusion of the hearing on the matter unless the time is extended by mutual agreement between the Board and the applicant.

(J) The Board shall not reconsider any decision made by it except in cases where an applicant appears within 90 days with an amended application as hereinafter provided.

(K) In case of disapproval of the erection, reconstruction, alteration, restoration, or razing of a building or structure, the Board shall briefly state its reasons in writing and may make recommendations to the applicant with respect to the appropriateness of design, arrangement, texture, material, color, location, and the like of the building or structure involved. In case of disapproval accompanied by recommendations, the applicant may be heard before the Board if, within 90 days, the applicant comes before the Board with an amended application so as to comply with the recommendations of the Board.

(L) In matters regarding the procedure for meetings not covered by this section, the Board may establish its own rules, provided they are not contrary to the spirit of this chapter and are consistent with the ordinances of the town and the VA Code.

(1998 Code, § 2-405) (Ord. O-2003-03, passed 5-13-2003; Ord. O-2004-12, passed 4-13-2004; Ord. O-2011-06, passed 10-4-2011; Ord. O-2018-01, passed 5-2-2018)

§ 33.50 DUTIES.

The duties of the Architectural Review Board shall be to:

(A) Administer §§ 157.175 through 157.182; ~~and §§ 157.300 through 157.309, 157.320 through 157.321;~~

(B) Prescribe rules pertaining to the administration of its affairs;

(C) Keep a complete record of its proceedings and make provisions for the custody and preservation of its papers and documents in the Town Hall;

(D) Assist and advise the Town Council, Planning Commission, and other town departments, agencies, and property owners in matters involving historically significant sites and buildings, such as appropriate land usage, parking facilities, and signs;

(E) Formulate recommendations to the Town Council regarding the Old and Historic District and signage;

(F) Prepare and recommend for adoption a design manual based upon the criteria set forth in §§ 157.175 through 157.182, and §§ 157.300 through 157.309, 157.320 through 157.321; and

(G) Promote public interest in and an understanding of the history of the town.

(1998 Code, § 2-406) (Ord. O-2004-05, passed 2-10-2004; Ord. O-2012-01, passed 2-7-2012)

CHAPTER 34: TOWN FIRE DEPARTMENT

Section

Fire Marshal

- 34.01 Office created; deputies; appointments
- 34.02 Oaths of office
- 34.03 General powers and duties
- 34.04 Fire Marshal to be summoned to scene of fire, explosion, and the like
- 34.05 Right of entry to investigate releases of hazardous material, hazardous waste, or regulated substances
- 34.06 Power to arrest, to procure and serve warrants, and to issue summons
- 34.07 Police powers of Fire Marshals

- 34.99 Penalty

FIRE MARSHAL

§ 34.01 OFFICE CREATED; DEPUTIES; APPOINTMENTS.

(A) The Town ~~Council~~ Manager shall appoint the Chief Fire Marshal (the Fire Marshal).

(B) The Deputy Fire Marshal(s) and assistant fire marshals shall be appointed by the Chief Fire Marshal, whose powers and duties shall be as set forth in this subchapter and as authorized by the VA Code. (1998 Code, § 22-1) (Ord. O-2013-04, passed 4-2-2013)

§ 34.02 OATHS OF OFFICE.

The Fire Marshal, Deputy Fire Marshal, assistant fire marshals, and members of the Fire Marshal's staff, before entering upon their duties, shall, respectively, take an oath, before any officer authorized to administer oaths, faithfully to discharge the duties of their offices.

(1998 Code, § 22-1.1) (Ord. O-2013-04, passed 4-2-2013)

§ 34.03 GENERAL POWERS AND DUTIES.

The Fire Marshal and deputies or assistants shall have such powers and duties as are prescribed by state law and by this subchapter and other ordinances of the county.

(1998 Code, § 22-1.2) (Ord. O-2013-04, passed 4-2-2013)

§ 34.04 FIRE MARSHAL TO BE SUMMONED TO SCENE OF FIRE, EXPLOSION, AND THE LIKE.

The Fire Department officer-in-charge of any fire, explosion, or incident to which fire apparatus or equipment responds shall immediately summon the Fire Marshal to the scene to investigate the circumstances involved. Such Fire Marshal shall make an investigation, or cause to be investigated, the origin and cause of every fire and explosion occurring with the town.

(1998 Code, § 22-2) (Ord. O-2013-04, passed 4-2-2013)

§ 34.05 RIGHT OF ENTRY TO INVESTIGATE RELEASES OF HAZARDOUS MATERIAL, HAZARDOUS WASTE, OR REGULATED SUBSTANCES.

The Fire Marshal shall have the right to enter upon any property from which a release of any hazardous material, hazardous waste, or regulated substance, as defined in VA Code §§ 10.1-1400 or 62.1-44.34:8, has occurred or is reasonably suspected to have occurred and which has entered into the ground water, surface water, or soils of the county, city, or town in order to investigate the extent and cause of any such release. If, in undertaking such an investigation, the Fire Marshal makes an affidavit under oath that the origin or cause of any such release is undetermined and that he or she has been refused admittance to the property, or is unable to gain permission to enter the property, any magistrate of the city or county where the property is located may issue an investigation warrant to the Fire Marshal authorizing him or her to enter such property for the purpose of determining the origin and source of the release. If the Fire Marshal, after gaining access to any property pursuant to such investigation warrant, has probable cause to believe that the release was caused by any act constituting a criminal offense, he or she shall discontinue the investigation until a search warrant has been obtained or consent to conduct the search has otherwise been given.

(1998 Code, § 22-4) (Ord. O-2013-04, passed 4-2-2013)

§ 34.06 POWER TO ARREST, TO PROCURE AND SERVE WARRANTS, AND TO ISSUE SUMMONS.

The Fire Marshal and his or her assistants appointed pursuant to VA Code § 27-36 shall have the authority to arrest, to procure and serve warrants of arrest, and to issue summons in the manner authorized by general law for violation of the fire prevention and fire safety laws and related ordinances.

(1998 Code, § 22-5) (Ord. O-2013-04, passed 4-2-2013)

§ 34.07 POLICE POWERS OF FIRE MARSHALS.

In addition to such other duties as may be prescribed by law, the Fire Marshal and his or her assistants appointed pursuant to VA Code § 27-36 shall have the same police powers as a sheriff, police officer, or law enforcement officer. The investigation and prosecution of all offenses involving hazardous materials, fires, fire bombings, bombings, attempts, or threats to commit such offenses, false alarms relating to such offenses, possession and manufacture of explosive devices, substances, and fire bombs shall be the responsibility of the Fire Marshal or his or her designee.

(1998 Code, § 22-5.1) (Ord. O-2013-04, passed 4-2-2013)

§ 34.99 PENALTY.

(A) Unless otherwise specified in §§ 34.01 through 34.07, any person, firm, or corporation who shall violate any of the sections of §§ 34.01 through 34.07, or any provisions of the Fire Prevention Code adopted in accordance with §§ 34.01 through 34.07, shall separately for each and every such violation and noncompliance respectively, be guilty of a violation of §§ 34.01 through 34.07, and shall, upon conviction, be punishable as a class 1 misdemeanor.

(B) A violation of §§ 34.01 through 34.07 shall be construed to be an infringement, breach, or failure to comply with any provision of §§ 34.01 through 34.07 or any order made thereunder, or any act of building in violation of any detailed statement, specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken, or any failure to comply with such an order within the time

fixed therein.

(C) Each day that a violation continues after a service of notice as provided for in this code shall be deemed a separate offense.

(1998 Code, § 22-27) (Ord. O-2013-04, passed 4-2-2013)

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CHAPTER 35: TAXATION

Section

ARTICLE 35.00 – In General

- 35.001 Amount of real estate tax; due date of real estate taxes; when same deemed delinquent
- 35.002 Tax relief for the elderly and handicapped
- 35.003 Lien for delinquent real estate taxes; certificate as to inability to collect taxes and levies
- 35.004 Certificates of unpaid taxes
- 35.005 Tax on net capital of banks located in town

ARTICLE 35.02 – Consumer Utility Tax Other than Electricity and Natural Gas

- 35.020 Definitions
- 35.021 Rate; levy; procedure as to payment
- 35.022 Collection
- 35.023 Records
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ARTICLE 35.04 – Tax on Meals Served in Restaurants or by Caterers

- 35.040 Definitions
- 35.041 Levy
- 35.042 Collection of tax by seller
- 35.043 Report of taxes collected; remittance of tax
- 35.044 Discount
- 35.045 Procedure when tax not reported or collected
- 35.046 Preservation of records
- 35.047 Cessation of business; tax due immediately
- 35.048 Advertising payment or absorption of tax prohibited
- 35.049 Gratuities and service charges
- 35.050 Exemptions; limits on application
- 35.051 Enforcement

ARTICLE 35.06 – Consumer Utility Tax on Electricity and Natural Gas

- 35.065 Definitions
- 35.066 Consumer utility tax on electricity
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- 35.068 Conflicts

ARTICLE 35.08 – Tax on Transient Room Rentals

- 35.080 Definitions
- 35.081 Levy of tax on transient room rentals; collection generally

- 35.082 Collection from transients; when payable
- 35.083 Report of collection and remittance of tax
- 35.084 Discount
- 35.085 Failure to collect and report tax
- 35.086 Preservation of records
- 35.087 Cessation of business; tax due immediately
- 35.088 Exceptions for governmental employees on official business
- 35.089 Enforcement

35.999 Penalty

Charter reference:

Collection of taxes, see §§ 13, 14, and 17
Preparation of tax tickets, see § 12

Statutory reference:

Enforcement, collection, refunds, remedies, and review of local taxes, see VA Code §§ 58.1-3900 et seq.
Local bank franchise tax, see VA Code §§ 58.1-1208 et seq.
Local sales and use taxes, see VA Code §§ 58.1-605 et seq.
Local taxes generally, see VA Code §§ 58.1-3000 et seq.
Priority of taxes in distribution of assets of person or corporation, see VA Code §§ 58.1-6 et seq.
Setoff Debt Collection Act, see VA Code §§ 58.1-520 et seq.
Taxation generally, see VA Code §§ 58.1-1 et seq.

ARTICLE 35.00 – IN GENERAL

§ 35.001 AMOUNT OF REAL ESTATE TAX; DUE DATE OF REAL ESTATE TAXES; WHEN SAME DEEMED DELINQUENT.

(A) There shall be and is hereby levied a tax at a rate to be set by the Town Council per each \$100 of the assessed value, as established by the county, of real property located in the town January 1 of each year.

(B) All taxes assessed on real estate in the town shall be due and payable to the Town Treasurer on or before December 5 of each year.

(1998 Code, § 58-1) (Ord. O-2023-05, passed 4-4-2023) Penalty, see § 35.999

§ 35.002 TAX RELIEF FOR THE ELDERLY AND HANDICAPPED.

(A) Real estate within the town that meets the requirements for relief as established by the county shall not be subject to taxation by the town.

(B) The list of eligible taxpayers shall be provided by the county.
 (1998 Code, § 58-2)

Statutory reference:

Exemptions for elderly and handicapped, see VA Code §§ 58.1-3210 et seq.

§ 35.003 LIEN FOR DELINQUENT REAL ESTATE TAXES; CERTIFICATE AS TO INABILITY TO COLLECT TAXES AND LEVIES.

(A) *Real estate taxes.* Real estate within the town shall be subject to a lien in favor of the town to secure the payment of taxes assessed against the property.

(B) *Collection of delinquent taxes and levies.* Pursuant to VA Code §§ 58.1-3921 et seq., the Town Treasurer, after using due diligence to collect taxes and levies due the town, shall, ~~before the first regular meeting upon request of~~ by the Town Council ~~in April of each year~~, prepare lists of the taxes and levies that have not been collected, which lists the Treasurer shall certify by oath as follows: “I, _____, Treasurer of the Town of Occoquan, after having been duly sworn, do certify that I have used due diligence to collect the foregoing taxes and levies and that I have been unable to collect them.” Such certificate shall be acknowledged before an officer qualified to administer oaths. (1998 Code, § 58-3)

Statutory reference:

Tax to constitute lien, see VA Code § 58.1-3340

§ 35.004 CERTIFICATES OF UNPAID TAXES.

(A) The Treasurer of the town shall issue, on or before May 1, to any applicant, a certificate setting forth the entire amount of unpaid taxes assessed against any real estate within the town, by or on behalf of the town, up to and including the last day of the calendar month preceding the date of the certificate. A separate certificate shall be issued for each separate piece of property as it appears upon the current tax records of the town. A fee of \$1 shall be charged for each certificate.

(B) The facts as set forth in each certificate shall be binding upon the town. No taxes other than those reported as unpaid in the certificate shall thereafter constitute a lien upon the real estate referred to in the certificate.

(C) The certificate provided for in this section shall be designated “Certificates of Unpaid Taxes” and shall be substantially in the following form:

<p>I hereby certify that the records in the office of the Treasurer for the Town of Occoquan, Virginia, show that all town taxes due against the following property known as lot _____, block _____, and currently assessed in the name of _____, are paid in full to _____, with the exception of the following: _____</p> <p style="text-align: right;">Treasurer</p>

(1998 Code, § 58-4)

§ 35.005 TAX ON NET CAPITAL OF BANKS LOCATED IN TOWN.

(A) There is imposed a tax in the amount of 80% of the state rate of taxation on each \$100 of net capital of any bank located within the town.

(B) If any bank described in division (A) above has a branch located outside the town, the tax imposed shall be upon such proportion of the taxable value of the net capital as the total deposits of the bank or offices located in the town bear to the total deposits of the bank as of the end of the preceding year.

(1998 Code, § 58-5)

Statutory reference:

Bank franchise tax, see VA Code §§ 58.1-1200 et seq.

ARTICLE 35.02 – CONSUMER UTILITY TAX OTHER THAN ELECTRICITY AND NATURAL GAS

§ 35.020 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

COMMERCIAL OR INDUSTRIAL USER. The owner or tenant of property used primarily for commercial or industrial purposes, who pays for utility service for the property.

DWELLING UNIT. One or more rooms designed or intended for occupancy by a single family.

MULTIPLE-FAMILY DWELLING. A building or portion thereof containing two or more dwelling units, but not including hotels or motels.

PERSON. Includes individuals, firms, partnerships, associations, corporations, and combinations of individuals of whatever form and character.

PURCHASER. Every person who purchases a utility service.

RESIDENTIAL USER. The owner or tenant of property used primarily for residential purposes, who pays for utility service in or for the property, and includes, but not by way of limitation, apartment house and other multiple-family dwellings.

SELLER. Every person, whether a public service corporation or a municipality, or private corporation or not, who sells or furnishes a utility service.

UTILITY SERVICE. Includes a local exchange telephone service, electric service, and gas furnished within the town.
(1998 Code, § 58-31) (Ord. passed 5-13-1975)

§ 35.021 RATE; LEVY; PROCEDURE AS TO PAYMENT.

(A) On every bill sent for services, there is hereby imposed and levied by the town a tax upon each and every purchaser of a utility service for general purposes in the amount of 15% of the charge, exclusive of any federal tax thereon, made by the seller against the purchaser with respect to each utility service, which tax in every case shall be collected by the seller from the purchaser and shall be paid by the purchaser unto the seller for the use of the town at the time that the purchase price of such charge shall become due and payable under the agreement between the purchaser and the seller. Provided, however, that in case any monthly bill submitted by any seller for residential service shall exceed \$15 for a residential user, there shall be no tax computed on so much of such bill as shall exceed \$15.

(B) In the case of any multiple-family dwelling served by a master meter or meters, the tax is limited to the lesser of 15% of the net bill or 15% of an amount calculated at \$15 times the dwelling units served. If any monthly bill submitted by any seller for commercial or industrial service shall exceed \$60, there shall be no tax computed on so much of such bill as shall exceed \$60.

(C) If a bill is submitted by the seller for more than one month's utility service, then the amount of the bill excluded in computing the tax shall be the monthly exclusion allowed in this section, multiplied by the number of months for which the bill is submitted. Bills shall be considered monthly bills if submitted 12 times per year for periods of approximately one month each.
(1998 Code, § 58-32) (Ord. passed 5-13-1975)

§ 35.022 COLLECTION.

(A) It shall be the duty of every seller in acting as the tax collecting medium or agency in the town to collect from the purchaser for the use of the town the tax imposed and levied in this subchapter at the time of collecting the purchase price charged, and the taxes collected during each calendar month shall be reported by each seller to the Treasurer of the town and each seller shall remit the amount of tax shown by such report to have been collected to the Treasurer on or before the last day of the first calendar month thereafter, together with the name and address of any purchaser who has refused to pay the tax.

(B) The required reports shall be in the form required by the Treasurer.
(1998 Code, § 58-33) (Ord. passed 5-13-1975) Penalty, see § 35.999

§ 35.023 RECORDS.

Each and every seller shall keep complete records showing all purchases in the town, which records shall show the price charged against each purchaser with respect to each purchase, the date thereof and the date of payment thereof, and the amount of tax imposed under this subchapter, and such records shall be kept open for inspection by the duly authorized agents of the town at reasonable times, and the duly authorized agents of the town shall have the right, power, and authority to make the transcripts thereof.
(1998 Code, § 58-34) (Ord. passed 5-13-1975) Penalty, see § 35.999

§ 35.024 EXEMPTIONS.

The United States of America, the state, and the political subdivisions, boards, commissions, and authorities thereof and all ~~churches~~ IRS-recognized religious entities and hospitals are exempted from the payment of the tax imposed and levied by this subchapter with respect to the purchase of utility service used by such governmental agencies, churches, and hospitals.
(1998 Code, § 58-35) (Ord. passed 5-13-1975)

§ 35.025 EXCEPTIONS; PAY TELEPHONES; LONG DISTANCE AND THE LIKE.

The tax imposed and levied by this subchapter on purchases with respect to telephone service shall apply to all charges made for local telephone exchange service except as follows.

(A) *Coin box telephone.* No tax shall be imposed on telephone service paid for by inserting coins in coin-operated telephones.

(B) *Flat rate service.* With respect to flat rate and flat message rate service, the tax shall apply only to the amount payable for local area service and shall not apply to any specific charge payable for local area service and shall not apply to any specific charge for calls to points outside the county or to any general charge or rate differential payable for the privilege of calling points outside the town.

(C) *Message rate service.* Where purchases of telephone service are charged on a message rate basis, the tax shall apply only to the basic charge for such service and shall not apply to any charge for additional message units.
(1998 Code, § 58-36) (Ord. passed 5-13-1975)

ARTICLE 35.04 – TAX ON MEALS SERVED IN RESTAURANTS OR BY CATERERS

§ 35.040 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CATERER. A person who furnishes food, beverages, or both, on the premises of another for compensation.

COLLECTOR. The Treasurer of the town or designee.

FOOD. All food, beverages, or both, including alcoholic beverages, purchased in or from a food establishment, whether prepared in such food establishment or not, and whether consumed on the premises or not, and without regard to the manner, time, or place of service.
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FOOD ESTABLISHMENT. Any place in or from which a meal, food, or food products are prepared, packaged, sold, or distributed in the town including, but not limited to, any restaurant, dining room, grill, coffee shop, cafeteria, café, snack bar, lunch counter, convenience store, movie theater, delicatessen, confectionery, bakery, eating house, eatery, drugstore, ice cream/yogurt shops, lunch wagon or truck, pushcart or other mobile facility from which food is sold, public or private club, resort, bar, lounge, or other similar establishment, public or private, and shall include private property outside of and contiguous to a building or structure operated as a **FOOD ESTABLISHMENT** at which food or food products are sold for immediate consumption.

MEAL. Any prepared food or beverage, including alcoholic beverages, offered or held out for sale by a food establishment or caterer for the purpose of being consumed by any person to satisfy the appetite and is ready for immediate consumption. All such food and beverage, unless otherwise specifically exempted or excluded herein shall be included, whether intended to be consumed on the seller's premises or elsewhere, whether designated as breakfast, lunch, snack, dinner, supper, or by some other name, and without regard to the manner, time, or place of service.

SELLER. Any food establishment or caterer selling meals or food, or the person operating such business.

TREASURER. The Treasurer of the town and any duly designated deputies, assistants, inspectors, or other employees.

TOWN. The Town of Occoquan, Virginia, a municipal corporation of the Commonwealth of Virginia. (1998 Code, § 58-38) (Ord. O-2000-02, passed 6-13-2000)

§ 35.041 LEVY.

In addition to all other taxes and fees of any kind now or hereafter imposed by law, there is hereby imposed and levied by the town on each person a tax at the rate to be set by the Town Council on the amount paid for every meal or food purchased from any food establishment or caterer, whether prepared in such food establishment or not, and whether consumed on the premises or not.

(1998 Code, § 58-39) (Ord. O-2000-02, passed 6-13-2000; Ord. O-2006-08, passed 9-26-2006; (Ord. O-2023-05, passed 4-4-2023)

§ 35.042 COLLECTION OF TAX BY SELLER.

Every person receiving any payment for a meal or food with respect to which a tax is levied hereunder shall collect and remit the amount of the tax imposed by this subchapter from the person on whom the same is levied or from the person paying for such meal or food at the time payment for such food is made; provided, however, no blind person operating a vending stand or other business enterprise under the jurisdiction of the Department for the Visually Handicapped and located on property acquired and used by the United States for any military or naval purpose shall be required to collect or remit such taxes. All tax collections shall be deemed to be held in trust for the town.

(1998 Code, § 58-40) (Ord. O-2000-02, passed 6-13-2000; Ord. O-2015-02, passed 6-2-2015) Penalty, see § 35.999

§ 35.043 REPORT OF TAXES COLLECTED; REMITTANCE OF TAX.

It shall be the duty of every person required by this subchapter to collect and remit to the town the taxes imposed by this subchapter to make a report for each calendar month thereof setting forth such information as the Treasurer may prescribe and require, including all purchases taxable under this subchapter, the amount charged the purchaser for each such purchase, the date thereof, the taxes collected thereon, and the amount of tax required to be collected by this subchapter. The monthly reports shall be delivered to the Treasurer on or before the twentieth day of the calendar month following the month being reported. Each report shall be accompanied by a remittance of the amount of tax due, made payable to the town and sent to the Treasurer. When the report deadline and payment deadline falls on a Saturday, Sunday, or legal holiday, then any return required by this chapter may be filed or such payment made without penalty or interest on the next succeeding business day.

(1998 Code, § 58-41) (Ord. O-2000-02, passed 6-13-2000; Ord. O-2015-02, passed 6-2-2015) Penalty, see § 35.999

§ 35.044 DISCOUNT.

For the purpose of compensating sellers for the collection of tax imposed by this subchapter, every seller shall be allowed 3% of the total amount of the tax due and accounted for in the form of a deduction on his or her monthly return; provided, the amount due is not delinquent at the time of payment.

(1998 Code, § 58-42) (Ord. O-1999-03, passed 6-18-1999)

§ 35.045 PROCEDURE WHEN TAX NOT REPORTED OR COLLECTED.

If any person whose duty it is to do so shall fail or refuse to collect the tax imposed under this subchapter and make within the time provided herein any report and remittance required, the Treasurer shall proceed in such manner as he or she may deem best to obtain facts and information on which to base an estimate of the tax due. As soon as the Treasurer has secured whatever facts and information he or she is able to obtain upon which to base the assessment of any tax due and payable by any person who has failed or refused to collect such tax and make such report and remittance, he or she shall proceed to determine and assess against such person the tax and penalty and interest provided for in this subchapter and shall notify such person by registered mail, sent to his or her last known address, of the amount of such tax and penalty and interest. The total amount thereof shall be payable within ten days of the mailing of such notice. The Treasurer shall have the power to examine such records for the purpose of administering and enforcing the provisions of this subchapter as provided by law.

(1998 Code, § 58-44) (Ord. 1999-03, passed 6-8-1999)

§ 35.046 PRESERVATION OF RECORDS.

It shall be the duty of every person liable for collection and remittance of the taxes imposed by this subchapter to keep and preserve for a period of five years suitable records as may be necessary to determine the amount of purchases taxable under this subchapter, the amount charged the purchaser for each such purchase, the date thereof, the taxes collected thereon, and the amount of tax required to be collected by this subchapter. The Treasurer or his or her duly authorized agents shall have the power to examine such records, at reasonable times and without unreasonable interference with the business of such person, for the purpose of administering and enforcing the provisions of this subchapter, and to make transcripts of all or any parts thereof.

(1998 Code, § 58-45) (Ord. O-2000-02, passed 6-13-2000) Penalty, see § 35.999

§ 35.047 CESSATION OF BUSINESS; TAX DUE IMMEDIATELY.

Whenever any person required to collect and pay to the town a tax imposed by this subchapter shall cease to operate, go out of business, or otherwise dispose of his or her business, any tax then payable to the town shall become immediately due and payable, and such person shall immediately make a report and pay the tax due to the Treasurer.

(1998 Code, § 58-46) (Ord. 1999-03, passed 6-8-1999) Penalty, see § 35.999

§ 35.048 ADVERTISING PAYMENT OR ABSORPTION OF TAX PROHIBITED.

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

(1998 Code, § 58-47) (Ord. 1999-03, passed 6-8-1999) Penalty, see § 35.999

§ 35.049 GRATUITIES AND SERVICE CHARGES.

(A) Where a purchaser provides gratuity for an agent or a seller, and the amount of the gratuity is

wholly in the discretion of the purchaser, the gratuity is not subject to the tax imposed by this subchapter, whether paid in cash to the employee or added to the bill and charged to the purchaser's account; provided, in the latter case, the full amount of the gratuity is turned over to the employee by the seller.

(B) An amount or percentage, whether designated as a gratuity or a service charge, that is added to the price of a meal by the seller and required to be paid by the purchaser, as a part of the selling price of the meal, is subject to the tax imposed by this subchapter.
(1998 Code, § 58-48) (Ord. 1999-03, passed 6-8-1999)

§ 35.050 EXEMPTIONS; LIMITS ON APPLICATION.

The following classes of meals shall not be subject to tax under this subchapter.

(A) The tax imposed under this subchapter shall not be levied on factory-prepackaged candy, gum, nuts, and other items of essentially the same nature served for on- or off-premises consumption.

(B) The tax imposed under this subchapter shall not be levied on the following items when served exclusively for off-premises consumption:

(1) Donuts, ice cream, crackers, nabs, chips, cookies, and factory-prepackaged items of essentially the same nature;

(2) Food sold in bulk. For the purposes of this division (B)(2), a **BULK SALE** shall mean the sale of any item that would exceed the normal, customary, and usual portion sold for on-premises consumption (e.g., a whole cake, a gallon of ice cream); a bulk sale shall not include any food or beverage that is catered or delivered by a food establishment for off-premises consumption;

(3) Alcoholic and non-alcoholic beverages sold in factory sealed containers;

(4) Any food or food product purchased with food coupons issued by the United States Department of Agriculture under the Food Stamp Program or drafts issued through the state's Special Supplemental Food Program for Women, Infants, and Children; and

~~(5) Any food or food product purchased for home consumption as defined in the federal Food Stamp Act of 1977, 7 U.S.C. § 2012, as amended, except hot food or hot food products ready for immediate consumption. For the purposes of administering the tax levied hereunder, the following items whether or not purchased for immediate consumption are excluded from the said definition of food in the federal Food Stamp Act: sandwiches; salad bar items sold from a salad bar; prepackaged single serving salads consisting primarily of an assortment of vegetables; and non-factory sealed beverages. This division (B) shall not affect provisions set forth in divisions (D)(3), (D)(4) and (D)(5) below.~~

(C) A grocery store, supermarket, or convenience store shall not be subject to the tax except for any portion or section therein designated as a delicatessen or designated for the sale of prepared food and beverages.

(D) The tax imposed hereunder shall not be levied on the following purchases of food and beverages:

(1) Food and beverages furnished by food establishments to employees as part of their compensation when no charge is made to the employee;

(2) Food and beverages sold by day care centers, public or private elementary or secondary schools, or food sold by any college or university to its students or employees;

(3) Food and beverages for use or consumption and which are paid for directly by the state, any political subdivision of the state or the United States;

(4) Food and beverages furnished by a hospital, medical clinic, convalescent home, nursing home, home for the aged, infirm, handicapped, battered women, narcotic addicts or alcoholics, or other extended care facility to patients or residents thereof;

(5) Food and beverages furnished by a public or private nonprofit charitable organization or establishment or a private establishment that contracts with the appropriate agency of the state to offer meals at concession prices to elderly, infirm, blind, handicapped, or needy persons in their homes or at central locations;

(6) Food and beverages sold on an occasional basis by a nonprofit educational, charitable or benevolent organization, church, or religious body as a fund-raising activity, the net proceeds of which are to be used by such organization exclusively for nonprofit educational, charitable, benevolent, or religious purposes; and

(7) Food and beverages sold through vending machines.
(1998 Code, § 58-49) (Ord. O-2000-02, passed 6-13-2000)

§ 35.051 ENFORCEMENT.

(A) It shall be the duty of the Treasurer to ascertain the name of every person operating a restaurant in the town, liable for the collection of the tax imposed by this subchapter, who fails, refuses, or neglects to collect such tax or to make the reports and remittance required by this subchapter. The Treasurer may have issued a summons for such person, and the summons may be served upon such person by any town police officer in the manner provided by law. One return of the original summons shall be made to the general district court for the town.

(B) In the event the purchaser of any meal refuses to pay the tax imposed by this subchapter, the seller may call upon the Police Department for assistance; and the investigating officer may, when probable cause exists, issue the purchaser a summons returnable to the general district court as provided by law.
(1998 Code, § 58-50) (Ord. O-1999-03, passed 6-8-1999) Penalty, see § 35.999

ARTICLE 35.06 – CONSUMER UTILITY TAX ON ELECTRICITY AND NATURAL GAS

§ 35.065 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CCF. The volume of gas at standard pressure and temperature in units of 100 cubic feet.

COMMERCIAL OR INDUSTRIAL CONSUMER. The owner or tenant of property used primarily for commercial or industrial uses, but does not include apartment houses or other multiple-family dwellings.

CONSUMER. Every person or business entity, individually or through agents, employees, officers, representatives, or permittees, makes a taxable purchase of electricity or natural gas services.

ELECTRIC SUPPLIER. Any person or business entity owning or operating facilities for the generation, transmission, or distribution of electricity for sales, except any person owning or operating solar, water, or hydroelectric facilities with a designated generation capacity of less than 25 megawatts.

GAS SUPPLIER. Any person or business entity licensed by the State Corporation Commission to engage in the business of selling natural gas.

GAS UTILITY. A public utility authorized to furnish natural gas service in the state.

KILOWATT HOURS (kWh). One thousand watts of electricity delivered by an electric supplier to an actual consumer, except that in the case of eligible customer-generators (sometimes called cogenerators) as defined in VA Code § 56-594, as amended, it means *kWh* supplied from the electric grid to such customer-generators, minus the *kWh* generated and fed back to the electric grid by such customer-generators.

PIPELINE DISTRIBUTION COMPANY. A corporation or business entity, other than a pipeline transmission company which transmits, by means of a pipeline, natural gas, manufactured gas, or crude petroleum and the products or byproducts thereof to a purchaser for purposes of furnishing heat or light.

PIPELINE TRANSMISSION COMPANY. A corporation or business entity authorized to transmit natural gas, manufactured gas, or crude petroleum and the products or byproducts thereof in the public service by means of pipeline or pipelines from one point to another when such gas or petroleum is not for sale to an ultimate consumer for purposes of furnishing heat or light.

RESIDENTIAL CONSUMER. The owner or tenant of property used primarily for residential purposes including, but not limited to, separately metered apartment houses and other multiple-family dwellings.

SERVICE PROVIDER. A person or business entity that delivers electricity to the consumer.

USED PRIMARILY. Relates to the larger portion of the use for which electric or natural gas utility service is furnished and for the purposes of this subchapter.

(1998 Code, § 58-52) (Ord. O-2001-01, passed 10-25-2000; Ord. O-2001-05, passed 2-13-2001)

§ 35.066 CONSUMER UTILITY TAX ON ELECTRICITY.

(A) *Per meter tax.* In accordance with VA Code § 58.1-3814, as amended, effective January 1, 2001, there is hereby imposed and levied a per meter tax on each purchase of electricity provided to consumers by electric suppliers as follows.

(1) *Residential consumers.* Such taxes shall be at the rate of \$1.05 minimum charge plus \$0.011881 per

kWh delivered monthly to such consumers, not to exceed \$2.25 per month.

(2) *Group or master metered apartment (multiple-family dwelling) consumers.* Such tax shall be at the rate of a \$1.05 per meter minimum charge plus \$0.011881 per kWh delivered monthly to such consumers, not to exceed the lesser of 15% of the net bill or 15% of an amount calculated at \$15 times the dwelling units served per month. Group or master metered apartment houses or other multiple-family dwellings shall be taxed at the residential electric consumer rate for each dwelling unit.

(3) *Commercial and industrial consumers.* Such tax, for the period of January 1, 2001 to December 31, 2003, shall be at the rate of a \$1.72 minimum charge plus \$0.010517 per kWh delivered monthly to such consumers, not to exceed \$9 per month.

(4) *Conversion.* The conversion of tax pursuant to this subchapter to monthly kWh delivered shall not be effective before the first meter reading after December 31, 2000, prior to which time the tax previously imposed by this jurisdiction shall be in effect.

(B) *Exemptions.* The following consumers of electricity are exempt from the tax imposed by this section:

(1) Any public safety agency as defined in VA Code § 58.1-3813, as amended; and

(2) The United States of America, the state and the political subdivisions, boards, commissions, and authorities thereof.

(C) *Billing, collection, and remittance of tax.* The service provider shall bill the electricity consumer tax to all users who are subject to the tax and to whom it delivers electricity and shall remit the same to this jurisdiction on a monthly basis in accordance with the applicable provisions of VA Code Title 58.1, as amended. If any consumer receives and pays for electricity but refuses to pay the tax imposed by this section, the service provider shall notify this jurisdiction of the name and address of such consumer. If any consumer fails to pay a bill issued by a service provider, including the tax imposed by this section, the service provider must follow its normal collection procedures and, upon collection of the bill or any part thereof, must apportion the net amount collected between the charge for electric service and the tax and remit the tax portion to this jurisdiction. Any tax paid by the consumer to the service provider shall be deemed to be held in trust by such provider until remitted to this jurisdiction.

(D) *Computation of bi-monthly bill.* Bills shall be considered as monthly bills for the purposes of this subchapter if submitted 12 times per year at approximately 30-day intervals. The tax on a bimonthly bill (approximately 60-day intervals) shall be determined as follows:

(1) kWh consumed shall be divided by two;

(2) A monthly tax shall be calculated using the rates set forth above;

(3) The tax determined by division (D)(2) above shall be multiplied by two; and

(4) The tax in division (D)(3) above shall not exceed twice the monthly maximums set forth in division (A) above.

(1998 Code, § 58-53) (Ord. O-2001-01, passed 10-25-2000; Ord. O-2001-05, passed 2-13-2001)

§ 35.067 CONSUMER UTILITY TAX FOR NATURAL GAS.

(A) *Per meter tax.* In accordance with VA Code § 58.1-3814, as amended, there is hereby imposed and levied a per meter tax on each purchase of natural gas provided to consumers by pipeline distribution companies and gas utilities as follows.

(1) *Residential consumers.* Such tax shall be at the rate of a \$1.35 minimum charge plus

\$0.0141600 per CCF delivered monthly to such consumers, not to exceed \$2.25 per month.

(2) *Group or master metered apartment (multiple-family dwelling) consumers.* Such tax shall be at the rate of a \$6.86 minimum charge plus \$0.0351952 per CCF delivered monthly to such consumers, not to exceed the lesser of 15% of the net bill or 15% of an amount calculated at \$15 times the dwelling units served per month.

(3) *Commercial and industrial consumers.* Such tax, for the period of January 1, 2001 to December 31, 2003, shall be at the rate of a \$2.51 minimum charge plus \$0.0627327 per CCF delivered monthly to such consumers, not to exceed \$9 per month.

(4) *Conversion.* The conversion of tax pursuant to this subchapter to monthly CCF delivered shall not be effective before the first meter reading after December 31, 2000, prior to which time the tax previously imposed by this jurisdiction shall be in effect.

(B) *Exemptions.* The following consumers of natural gas are to be exempt from the tax imposed by this section:

(1) Any public safety agencies as defined in VA Code § 58.1-3813, as amended; and

(2) The United States of America, the state and the political subdivisions, boards, commissions, and authorities thereof.

(C) *Billing, collection, and remittance of tax.*

(1) The service provider shall bill the natural gas consumer tax to all users who are subject to the tax and to whom it delivers natural gas and shall remit the same to this jurisdiction on a monthly basis in accordance with the applicable provisions of VA Code Title 58.1, as amended.

(2) If any consumer receives and pays for natural gas but refuses to pay the tax imposed by this section, the service provider shall notify this jurisdiction of the name and address of such consumer.

(3) If any consumer fails to pay a bill issued by a service provider, including the tax imposed by this section, the service provider must follow its normal collection procedures and upon collection of the bill or any part thereof must apportion the net amount collected between the charge for natural gas service and the tax and remit the tax portion to this jurisdiction.

(4) Any tax paid by the consumer to the service provider shall be deemed to be held in trust by such provider until remitted to this jurisdiction.

(D) *Computation of bimonthly bill.* Bills shall be considered as monthly bills for the purposes of this subchapter if submitted 12 times per year at approximately 30-day intervals. The tax on a bimonthly bill (approximately 60-day intervals) shall be determined as follows:

(1) CCF consumed shall be divided by two;

(2) A monthly tax shall be calculated using the rates set forth above;

(3) The tax determined by division (D)(2) above shall be multiplied by two; and

(4) The tax in division (D)(3) above shall not exceed twice the monthly maximums set forth in division (A) above.

(1998 Code, § 58-54) (Ord. O-2001-01, passed 10-25-2000; Ord. O-2001-05, passed 2-13-2001)

Any ordinance or provision of this code, as amended, relating to the imposition of the consumer utility tax for electrical or natural gas service, and in conflict herewith stands repealed to the extent of the inconsistency, as of the effective date of this subchapter.
(1998 Code, § 58-57) (Ord. O-2001-01, passed 10-25-2000; Ord. O-2001-05, passed 2-13-2001)

ARTICLE 35.08 – TAX ON TRANSIENT ROOM RENTALS

§ 35.080 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

HOTEL. Any public or private hotel, inn, hostelry, tourist home or house, motel, rooming house, or other lodging place within the town offering lodging, as defined in this section, for compensation to any transient, as hereinafter defined in this section.

LODGING. Any room or space furnished any transient.

PERSON. Any individual, corporation, company, association, firm, copartnership, or any group of individuals acting as a unit.

TRANSIENT. Any person who, for a period of not more than 90 consecutive days, either at his or her own expense or at the expense of another, obtains lodging of the use of any space at any hotel, for which lodging or use of space a charge is made.

TREASURER. The Town Treasurer of the town and his or her duly designated deputies, assistants, inspectors, clerks, or other employees.
(1998 Code, § 58-60) (Ord. O-1999-02, passed 6-8-1999)

§ 35.081 LEVY OF TAX ON TRANSIENT ROOM RENTALS; COLLECTION GENERALLY.

There is hereby imposed and levied upon every transient obtaining or occupying lodging within the town, in addition to all other taxes and fees of every kind now imposed by law, a tax at a given rate, set by the Town Council equivalent to 7% of on the amount charged for such lodging. The tax shall be collected from transients in the manner and at the time provided in this subchapter.
(1998 Code, § 58-61) (Ord. O-1999-02, passed 6-8-1999; Ord. O-2021-03, passed 6-15-2021)

§ 35.082 COLLECTION FROM TRANSIENTS; WHEN PAYABLE.

(A) Every person receiving any payment for lodging or the use of space with respect to which a tax is levied under this subchapter shall collect the amount of such tax so imposed from the transient on whom such tax is levied, or from the person paying for such lodging, at the time payment for such lodging is made.

(B) The taxes required to be collected under this subchapter shall be deemed held in trust by the person required to collect such taxes until the same shall have been remitted to the town as provided by this subchapter.
(1998 Code, § 58-62) (Ord. O-1999-02, passed 6-8-1999)

§ 35.083 REPORT OF COLLECTION AND REMITTANCE OF TAX.

(A) The person collecting any tax as provided in this subchapter shall make out a report thereof, upon such forms and setting forth such information as the Treasurer may prescribe and require, showing the amount of lodging, charges collected, and the tax required to be collected and shall sign and deliver such reports with the remittance of such tax to the Treasurer.

(B) Such reports and remittances shall be made on or before the twentieth day of each month covering the amount of tax due and collected during the preceding month. When the report deadline and payment deadline fall on a Saturday, Sunday, or legal holiday, then any return by this chapter may be filed or such payment made without penalty or interest on the next succeeding business day.

(1998 Code, § 58-63) (Ord. O-1999-02, passed 6-8-1999; Ord. O-2021-03, passed 6-15-2021)

§ 35.084 DISCOUNT.

For the purpose of compensating persons required to collect such taxes for the collection of the tax imposed by this subchapter, every person required to collect such taxes shall be allowed 3% of the total amount of the tax due and accounted for in the form of a deduction on his or her monthly return; provided, however, the amount due is not delinquent at the time of payment.

(1998 Code, § 58-64) (Ord. O-1999-02, passed 6-8-1999)

§ 35.085 FAILURE TO COLLECT AND REPORT TAX.

If any person whose duty is to do so shall fail or refuse to collect the tax imposed under this subchapter and to make, within the time provided herein, any report and remittance required, the Treasurer shall proceed in such manner as he or she may deem best to obtain facts and information on which to base an estimate of the tax due. As soon as the Treasurer has secured whatever facts and information as he or she is able to obtain upon which to base the assessment of any tax due and payable by any person who has failed or refused to collect such tax and to make such report and remittance, he or she shall proceed to determine and assesses against such person the tax and penalty and interest as provided for in this subchapter and shall notify such person by registered mail, sent to his or her last place of known address, the amount of such tax and penalty and interest. The total amount thereof shall be payable within ten days of mailing of such notice. The Treasurer shall have the power to examine such records for the purpose of administering and enforcing the provisions of this subchapter as provided by law.

(1998 Code, § 58-66) (Ord. O-1999-02, passed 6-8-1999)

§ 35.086 PRESERVATION OF RECORDS.

It shall be the duty of every person liable for the collection and remittance of the taxes imposed by this subchapter to keep and preserve for a period of two years such suitable records as may be necessary to determine the amount of such tax as he or she may have been responsible for collecting and paying to the town. The Treasurer shall have the power to examine such records, at reasonable times and without unreasonable interference with the business of such person, for the purpose of administering and enforcing the provisions of this subchapter, and to make transcripts of all or any parts thereof.

(1998 Code, § 58-67) (Ord. O-1999-02, passed 6-8-1999) Penalty, see § 35.999

§ 35.087 CESSATION OF BUSINESS; TAX DUE IMMEDIATELY.

Whenever any person required to collect and pay to the town a tax imposed by this subchapter shall cease to operate, go out of business, or otherwise dispose of his or her business, any tax then payable to the town shall become immediately due and payable, and such person shall immediately make a report and pay the tax due to the Treasurer.

(1998 Code, § 58-68) (Ord. O-1999-02, passed 6-8-1999) Penalty, see § 35.999

§ 35.088 EXCEPTIONS FOR GOVERNMENTAL EMPLOYEES ON OFFICIAL BUSINESS.

No tax shall be payable hereunder with respect to any payment for lodging of the use of space paid by or for any federal, state, or town official or employee when on official business.
(1998 Code, § 58-69) (Ord. O-1999-02, passed 6-8-1999)

§ 35.089 ENFORCEMENT.

(A) It shall be the duty of the Treasurer to ascertain the name of every hotel offering lodging to a transient in the town, liable for the collection of the tax imposed by this subchapter, which fails, refuses, or neglects to collect such tax or to make the reports and remittances required by this subchapter. The Treasurer may have issued a summons to such person responsible for the hotel offering lodging to a transient, and the summons may be served upon such person by any town police officer in the manner provided by law. One return of the original summons shall be made to the general district court for the town.

(B) In the event the purchaser of any transient room rental refuses to pay the tax imposed by this subchapter, the hotel operator may call upon the Police Department for assistance, and the investigating officer may, when probable cause exists, issue the purchaser a summons returnable to the general district court as provided by law.
(1998 Code, § 58-70) (Ord. O-1999-02, passed 6-8-1999) Penalty, see § 35.999

§ 35.999 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99 of this code of ordinances.

(B) Pursuant to § 35.001, to all real estate taxes that may be delinquent, there shall be added a penalty of 8% after ~~February-December~~ 15. To all real estate taxes that may be delinquent after ~~March-January~~ 15, interest of 10% per annum shall be added to the unpaid balance, including the penalty.
(1998 Code, § 58-1)

(C) Any purchaser failing, refusing, or neglecting to pay the tax imposed or levied in §§ 35.020 through 35.025 and any seller violating the provisions of §§ 35.020 through 35.025, and any officer, agent, or employee of any seller violating the provisions of §§ 35.020 through 35.025 shall, upon conviction, be subject to a fine of not more than \$100.
(1998 Code, § 58-37)

(D) If any person whose duty it is to do so shall fail or refuse to make the report or remit the tax required by §§ 35.040 through 35.051 within the time and in the amount required, there shall be added to the tax by the Treasurer a penalty in the amount of 10% of the tax, or a minimum of \$10, whichever is greater; provided, however, that the penalty shall in no case exceed the amount of the tax due. The Treasurer shall also assess interest on the tax and penalty at the rate of 10% per annum from the day after the tax is due until paid.
(1998 Code, § 58-43)

(E) (1) Any person willfully failing or refusing to file a return as required under §§ 35.040 through 35.051 shall, upon conviction thereof, be guilty of a class 1 misdemeanor except that any person failing to file such a return shall be guilty of a class 3 misdemeanor if the amount of tax lawfully assessed in connection with the return is \$1,000 or less. Any person violating or failing to comply with any other provision of §§ 35.040 through 35.051 shall be guilty of a class 1 misdemeanor.

(2) Except as provided in division (E)(1) above, any corporate or partnership officer, as defined in VA Code § 58.1-3906, or any other person required to collect, account for, or pay over the meals tax imposed under §§ 35.040 through 35.051, who willfully fails to collect or truthfully account for or pay over such tax, or who willfully evades or attempts to evade such tax or payment thereof, shall, in addition to any other penalties imposed by law, be guilty of a class 1 misdemeanor.

(3) Each violation of or failure to comply with §§ 35.040 through 35.051 shall constitute a separate offense. Conviction of any such violation shall not relieve any person from the payment, collection, or remittance of the tax provided in §§ 35.040 through 35.051.
(1998 Code, § 58-51)

(F) Any consumer of electricity or natural gas failing, refusing, or neglecting to pay the tax imposed and levied under §§ 35.065 through 35.068, and any officer, agent, or employee of any electric supplier, gas distribution company, or gas utility violating the provisions of §§ 35.065 through 35.068 shall, upon conviction thereof, be punished by a fine of not less than \$10 nor more than \$300 or by imprisonment in jail for not more than 90 days, or by both such fine and imprisonment. Such failure, refusal, neglect, or violation shall constitute a separate offense. Such conviction shall not relieve any person from the payment, collection, and remittance of the tax as provided in §§ 35.065 through 35.068.
(1998 Code, § 58-55)

(G) (1) If any person whose duty is to do so shall fail or refuse to report and remit to the Treasurer the tax required to be collected and paid under §§ 35.080 through 35.089, within the time and in the amount as provided for in §§ 35.080 through 35.089, there shall be added to such tax by the Treasurer a penalty in the amount of 10% of the tax due or the sum of \$10, whichever is greater, provided, however, that the penalty shall in no case exceed the amount of the tax due. The Treasurer shall also assess interest on the tax and penalty at the rate of 10% per year from the day after the tax is due until paid.
(1998 Code, § 58-65)

(2) Any person violating or failing to comply with any of the provisions of §§ 35.080 through 35.089 shall, upon conviction thereof, be guilty of a class 3 misdemeanor if the amount of the tax lawfully assessed is \$1,000 or less, or a class 1 misdemeanor if the amount of the tax lawfully assessed is more than \$1,000 and punishable as provided in § 10.99 of this code. Conviction shall not relieve any person from the payment, collection, or remittance of the tax as provided in §§ 35.080 through 35.089. Each violation or failure shall be a separate offense.
(1998 Code, § 58-71)
(Ord. passed 5-13-1975; Ord. O-1999-02, passed 6-8-1999; Ord. O-1999-03, passed 6-8-1999; Ord. O-2000-02, passed 6-13-2000; Ord. O-2001-01, passed 10-25-2000; Ord. O-2001-05, passed 2-13-2001)

2. That this ordinance is effective upon passage.

BY ORDER OF THE TOWN COUNCIL

Meeting Date: September 19, 2023
Town Council Meeting
Ord No. O-2023-15

RE: An Ordinance to Amend Title III of the Town Code

MOTION:
SECOND:
ACTION:

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

CERTIFIED COPY _____

Town Clerk

DRAFT



TOWN OF OCCOQUAN

TOWN COUNCIL MEETING

Agenda Communication

3. Regular Business	Meeting Date: September 19, 2023
3B: Request to Engage Prince William County for Stormwater Repairs	

Attachments: a. Sinkhole Pictures

Submitted by: Adam C. Linn
Town Manager

Explanation and Summary:

This is a request to authorize the Town Manager to engage the Prince William County Public Works Department to address stormwater issues that have created a sinkhole in Poplar Alley near Union Street.

Background

The Town has an aging stormwater system that includes a large culvert that runs northeast under Union Street to the river. In early August 2023, staff identified a small 1-inch hole in the asphalt on Poplar Alley that appeared to be approximately 6-8 inches deep and 6 inches wide. Staff reached out to a contractor and Prince William County Public Works Department to determine the cause and corrective action. As of September 14, 2023, the hole in the asphalt is approximately 6 inches wide; however, the hole below is approximately 6 feet deep and 14 inches wide. After reviewing, it was determined that the asphalt around the hole needed to be removed in order to determine the extent of damage and repairs needed. Prince William County has advised that they could complete the work and provided a rough estimate for repairs.

Staff Recommendation: Recommend approval.

Cost and Financing: \$25,000

Account Number: CIP 70006 (SLFRF Stormwater Improvements)

Proposed/Suggested Motion(s):

"I move to authorize the Town Manager to engage and contract with Prince William County to address and correct the sinkhole and related stormwater issues for an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00)."

OR

Other action the Town Council deems appropriate.















TOWN OF OCCOQUAN

TOWN COUNCIL MEETING

Agenda Communication

4. Discussion Items	Meeting Date: September 19, 2023
4A: Riverwalk Access Extension Discussion	

Attachments: a. Diagrams of Proposed Alternatives

Submitted by: Bruce Reese
Town Engineer

Explanation and Summary:

This is a discussion item to discuss an interim extension to the Gaslight Landing section of the Riverwalk.

The extension would provide access to the Riverwalk from the parking lot at 301 Mill Street. Town staff has discussed the project with and gained the approval of the property owner to make the improvement and maintain public access to it.

To provide access to the Riverwalk, the Town Engineer proposes two alternatives:

- (1) A 5x5 foot wooden extension with stairs
- (2) A 65 foot wooden ADA ramp

Steps

The proposed 5' x 5' pad would be constructed at the end of the Gaslight Landing Riverwalk to allow the steps to turn 90° and run along the property line and not along the river. The project would cost an estimated \$19,080.

ADA Ramp

The proposed ramp would be 60 feet long with a 5-foot landing area in the middle for a total of 65 feet. The ramp would go along the river, potentially partially over the concrete seawall. The project would cost an estimated \$53,850.

Note that an ADA ramp “suggests” an accessible route. Once the ramp touches down, an accessible route may be complicated by the nature of the parking lot surface. An accessible route cannot have slopes greater than 5% unless on a ramp, and the short distance from the parking lot to Mill Street may exceed that 5% limit. Further, the gravel surface does not lend itself to an accessible route. Nonetheless, there is still an accessible route along the current ramp at Cooper’s Alley that allows wheelchair access to Mill Street.

Staff Request: Town staff is seeking Town Council feedback on a preferred alternative and what next steps Town staff should take.

Steps Diagram:



ADA Ramp Diagram:





TOWN OF OCCOQUAN

TOWN COUNCIL MEETING

Agenda Communication

4. Discussion Items	Meeting Date: September 19, 2023
4B: Holiday Decorations Discussion	

Attachments: a. N/A

Submitted by: Adam Linn
Town Manager

Explanation and Summary:

This is a discussion item to discuss holiday decorations for the 2023 Holiday Season.

Current Operations and Budget

Each November Town staff install string lights, wreaths, and bows on gaslights and trees in the historic district and in Mamie Davis and River Mill Parks. Staff also install decorations in and around Town Hall and on the tree outside. Approximately forty (40) large wreaths are placed on utility poles throughout town as well. In 2022, the Town contracted out part of those responsibilities to an outside vendor who installs lights at River Mill Park and near the Mill House Museum and decorates the Town Hall tree. These tasks require extensive labor and special equipment.

Town Council budgeted \$10,500 for holiday decorations in FY23 and increased that amount to \$11,700 for FY24.

Proposed Changes

To address concerns from last holiday season, Town staff has worked with the contractor to increase the number of ornaments and lights on the Town Hall tree and add new ribbon. In addition, the electrical problems in River Mill Park have been addressed to allow for a fully lit park this holiday season.

Town staff also proposes piloting new light fixtures on the utility poles, to replace the aging wreaths and offer a lighter, cleaner looking alternative. The Town would purchase up to 10 warm LED fixtures in the shape of snowflakes and place them on poles in the historic district.

Examples of changes to be provided to Town Council.

Staff Request: Town staff is seeking Town Council feedback on last year's holiday decorations and recommendations for modifications to this year's decorations.