



**TOWN OF OCCOQUAN**  
Circa 1734 • Chartered 1804 • Incorporated 1874

314 Mill Street  
PO BOX 195  
Occoquan, VA 22125  
(703) 491-1918  
[www.OccoquanVA.gov](http://www.OccoquanVA.gov)  
[info@occoquanva.gov](mailto:info@occoquanva.gov)

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## Occoquan Town Council

### Regular Meeting

April 7, 2015 | 7:00 pm

1. Call to Order
2. Pledge of Allegiance
3. **Citizens' Time** - Members of the public may, for three minutes, present for the purpose of directing attention to or requesting action on matters not included on the prepared agenda. These matters shall be referred to the appropriate town official(s) for investigation and report. Citizens may address issues as they come up on the agenda if advance notice is given during 'Citizens' Time'.
4. **Approval of Minutes**
  - a. February 23, 2015 Work Session Meeting Minutes
  - b. March 3, 2015 Regular Meeting and Work Session Meeting Minutes
  - c. March 17, 2015 Work Session Meeting Minutes
5. **Councilmember Reports**
6. **Mayor's Report**
7. **Staff Reports**
  - a. Town Attorney
  - b. Town Engineer
  - c. Town Manager
  - d. Town Treasurer
  - e. Chief of Police
  - f. Boards and Commissions
8. **Public Hearings**
  - a. Public Hearing on Proposed Fiscal Year 2016 Budget
  - b. Public Hearing on Cable Television Franchise Renewal Agreement between the Town of Occoquan and Comcast of Virginia, LLC

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

**9. Regular Business**

- a. Request to Approve Cable Television Franchise Renewal Agreement between the Town of Occoquan and Comcast of Virginia, LLC
- b. Request to Award Contract for RFP 2014-001, On-Call Building Official Services; Appointment of Town Building Official
- c. Request to Approve Agreement to Employ The Engineering Groupe to Serve as Project Administrator for the Construction of the Restroom and Maintenance Facility at River Mill Park
- d. Request to Award Contract and Appropriate Capital Funds for Repairs to Asphalt and Curbing on River Road to Prince William County Public Works
- e. Request to Accept Fiscal Year 2013 Financial Audit

**10. Closed Session**

**11. Adjournment**



**OCCOQUAN TOWN COUNCIL**  
**Council Work Session Minutes - Draft**  
**Town Hall - 314 Mill Street, Occoquan, VA 22125**  
**Monday, February 23, 2015**  
**7:00 p.m.**

**Present:** Mayor Elizabeth A.C. Quist; Vice Mayor Pat Sivigny; Councilmember Tyler Brown; Councilmember Jim Drakes; Councilmember Joe McGuire.

**Staff:** Kirstyn Barr Jovanovich, Town Manager; Abigail Breeding, Town Treasurer; Sheldon Levi, Town Sergeant/Chief of Police; Greg Holcomb, Town Clerk.

**Absent:** Councilmember J. Matthew Dawson

**1. Call to Order**

Mayor Quist called the meeting to order at 7:00 pm.

**2. Regular Items**

**A. Fiscal Year End June 30, 2013 Audited Financial Report**

Ms. Breeding presented the Auditor's findings for the Fiscal Year End June 30, 2013 Audited Report. She discussed the unqualified opinion on the second page of the document. She noted that the net income increased by \$83,000. She advised that the budgeted expenses to actual expenses show a difference of \$552,000, which was due to capital improvement projects that did not materialize. She finished by stating that there were no material findings.

**B. Treasurer's Report - FY 2015 Year to Date Report (Second Quarter)**

Ms. Breeding presented the Treasurer's report. She noted that the accounts receivable were \$22,000 and this is due to the construction of River Mill Park and is all reimbursable. Total income was \$68,000 above budget with \$51,000 coming from service revenue accounts that were not budgeted. She noted that Business License and Meals Tax were above budget. The increases in Business Licenses was attributed to increased enforcement of delinquencies and the taxes developers pay on new home sales.

**C. Proposed Fiscal Year 2016 Budget and 2016-2025 Capital Improvement Plan**

Ms. Jovanovich presented the FY 2016 Budget and 2016-2025 Capital Improvement Plan. She noted that the budget has been reformatted to more clearly illustrate what we are paying for programs and services the Town provides. The budget includes four funds: General Fund, Craft Show Fund, Mamie Davis Fund and Capital Improvement Fund. She further discussed the

changes in the General Fund which are now clearly subdivided into categories which are Administration, Finance, Parks/Events, Public Safety, Public Works and Governing Body. She discussed major changes in the budget compared to last year's budget. These changes include a full time Town Clerk, transitioning the Craft Show Director position into a Marketing and Events Coordinator, which would encompass the Craft Show, business liaison and Town communications.

The Council held a discussion on River Mill Park programming. The budget for the park includes a half year projected impact of \$8,500 in maintenance and \$10,000 in programming expenses.

Mayor Quist began a discussion regarding the tax rate history. She noted that the Town's rate was once twenty five cents per \$100 in assessed value. The Council dropped that to five cents per \$100 and from 1994 until 2005 that rate was kept the same. She noted that Craft Show funds were used to supplement the operating budgets during those years. She also presented a chart showing Real Estate Tax revenues for the last twenty years, noting a steep decline in 2008. It took until 2014 for the Town to recover from that drop. She noted that the Town needs to balance its finances so that it does not have high reserves, but also making sure it does not run into a deficit.

The Council held a discussion regarding the estimated revenues. The Council discussed the possibility of increasing the Meals Tax rate. Vice Mayor Sivigny suggested advertising increases in both Meals Tax and Real Estate Tax so the Council would have options during the final stages of the budget process. He requested seeing information on increases of a half cent and a one cent increase on real estate. It was noted that the Council could designate a portion of the increased Meals Tax revenue for a specific purpose.

### **3. Adjournment**

The work session was closed at 8:45 p.m.

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Greg Holcomb, Town Clerk



**OCCOQUAN TOWN COUNCIL**  
**Regular Meeting Minutes- DRAFT**  
**Town Hall - 314 Mill Street, Occoquan, VA 22125**  
**Tuesday, March 3, 2015**  
**7:00 p.m.**

**Present:** Mayor Liz Quist, Vice Mayor Pat Sivigny, Councilmembers Joe McGuire, J. Matthew Dawson, Jim Drakes and Tyler Brown.

Staff: Kirstyn Jovanovich, Town Manager; Bruce Reece, Town Engineer; Chief Sheldon Levi, Town Sergeant/Chief of Police; Matt Williams, Assistant Town Engineer/Zoning Administrator; Krista Forcier, Craft Show Director; Greg Holcomb, Town Clerk.

**1. Call to Order**

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

**2. Pledge of Allegiance**

**3. Citizen's Time**

None

**4. Approval of Minutes**

Mayor Quist requested that the February 3, 2015 minutes, under citizen's time, the words "a consideration" be included after "Mayor Quist advised him that this has been".

It was moved to approve the minutes of the February 3, 2015 Council Meeting Minutes and the February 5, 2015 Special Meeting Minutes.

**A motion was made by Councilmember McGuire, seconded by Councilmember Dawson, that the Action Item be approved as presented. The motion carried by poll vote, unanimous.**

**5. Council Member Reports**

Councilmember Drakes stated that suggestions have been coming in after Council's request for input from the business community at last month's meeting.

Councilmember McGuire scheduled a Planning Commission work session on March 24, 2015 starting at 6:00 p.m. to discuss the Comprehensive Plan update.

**6. Mayor's Report:**

Mayor Quist reported that the Urban Land Institutes selected Occoquan for a Technical Assistance Panel. The members of the Urban Land Institute will assist the Town with planning and land use issues. Experts from Maryland, Virginia and Washington D.C. will be visiting the Town in the next few weeks to begin the process.

## 7. Staff Reports

**Report of Town Attorney:** Mr. Crim, Town Attorney, reported on the following activities:

1. River Mill Park Deed of Waterline easement and Sanitary Sewer easement language has been accepted by Fairfax Water Authority.
2. No additional information has come forward regarding the Craftshow banners.
3. The Town's court schedule has moved to coincide with Haymarket's schedule. Mr. Crim noted her represents both entities and this will result in efficiencies.

It was moved to approve the Deed of Permanent Waterline Easement and Sanitary Sewer Easement to the Fairfax Water Authority.

**A motion was made by Vice Mayor Sivigny, seconded Councilmember McGuire that the Action Item be approved. The motion carried by poll vote, unanimous.**

**Report of Town Engineer:** Mr. Reese, Town Engineer, reported on the following activities:

1. Land Disturbance Report:
  - a. Fairfax Water River Station tank demolition
  - b. Occoquan Heights
  - c. 124 Poplar Alley
  - d. Gaslight Landing
  - e. Vistas at Occoquan
  - f. Rivertown Overlook
2. FEMA updated indexes and flood maps for the Town and County. It was noted there were no changes; however, the Town has not updated FEMA on boundary changes of the Town.
3. Discussed the issue of the hazardous situation with the fencing behind the Town Annex facility; a staff report was issued. Town staff is working to resolve the immediate hazard and develop a plan to remedy the site issues.
4. Awaiting changes to the site plan submission for 308 Commerce St., Odd Fellows Hall.
5. Kiely Court has come in for second submission and it is under review.
6. 124 Poplar Alley had not constructed all the storm water work. A minor site plan revision has been submitted to correct the issue.
7. Occoquan Heights has requested a postponement on their request for bond release.
8. Virginia Storm Water Management Program- the Town had three active projects and all three have submitted notices of termination.
9. VDOT has agreed to place brick for the new sidewalk on Washington Street and will include a cross walk at a cost of \$420,000.

10. In discussion with the Supervisors' Offices regarding the proffers on the Oaks III property.
11. An interview took place for the Town Building Official RFP.
12. The Fairfax County Planning Commission has recommended the approval of the Vulcan Construction Materials water storage, control and pumping facility project. Vulcan has requested a letter of endorsement from the Town.
13. The Fairfax County Planning Commission has postponed a decision on the Fairfax Watery Authorities' portion of the Vulcan Quarry site.
14. River Mill Park Updates:
  - a. The project is on schedule and on budget.
  - b. Phase One site plan has been submitted to Council for approval tonight.
  - c. Awaiting VDOT approval of work to the footbridge.
  - d. Bidding for the footbridge and restroom facility will be taking place this week.
  - e. Two of three utilities have approved work.
  - f. Phase two site plan is in your packets.

**Report of Town Manager:** Ms. Kirstyn Jovanovich, Town Manager, reported on the following:

1. Ms. Jovanovich requested approval of the Mayor's letter of support for the Vulcan Quarry project. The Council approved the letter by consent.
2. Chief Levi is working with VDOT for the removal of parking spaces in front of Mamie Davis Park.
3. Occoquan Inn has been served with a summons to appear in court regarding Meal Tax. Pink Bicycle is now up to date with payments. A request has been made to place a lien on the Coffee House regarding their back taxes.
4. Our snow removal budget is now over budget. There was a not to exceed amount of \$2,500 and the Council needs to increase the amount to pay the contractor for current and expected costs.

It was moved to authorize the Town Manager to increase the snow expenditure budget by another \$2,500 to cover the additional costs currently incurred and all future expenses related to snow removal.

**A motion was made by Councilmember McGuire, seconded Councilmember Brown that the Action Item be approved. The motion carried by poll vote, unanimous.**

5. Zoning enforcement letters have been sent to Riverside Coffee House with signage violations and Artaville regarding signage and outdoor displays.
6. Town staff is reviewing moving a handicap spot from Washington Street to Commerce Street.

**Report of Craft Show Director:** Ms. Krista Forcier, Craft Show Director, reported on the following:

1. Ms. Forcier presented a proposal for sponsorship opportunities of the Craft Show.

The Council agreed to the proposal by unanimous consent.

**Report of Chief of Police:** Chief Levi provided a report on public safety activities during February 2015.

### **Boards and Commissions:**

**Architectural Review Board Report:** Ms. Brenda Seefeldt, Chair, reported on the following activities:

1. The Board reviewed one sign application and four exterior elevation applications. One sign and one exterior elevation was approved and the two roof proposals were postponed. One roof had been constructed and the other was just a proposal. Three Certificates of Appropriateness were issued.

## **8. Regular Business**

### **8A. Request to Approve River Mill Park Site Plan**

Mr. Reese advised the Council that the Service Authority and VDOT approved the site plan and item 8B, the encroachment easement will resolve all outstanding items allowing for the approval of the site plan.

It was moved to approve the site plan.

**A motion was made by Councilmember McGuire, seconded by Councilmember Drakes that the Action Item be approved. The motion carried by poll vote, unanimous.**

It was moved to approve the River Mill Park plat.

**A motion was made by Councilmember McGuire, seconded by Councilmember Dawson that the Action Item be approved. The motion carried by poll vote, unanimous.**

### **8B. Request to Approve Resolution for Encroachment of 1804 Right of Way and Thirty Foot Prescriptive Right of Way**

It was moved to approve the Resolution for the Encroachment of the 1804 Right of Way and Thirty foot prescriptive Right of Way and authorize the Mayor to sign.

**A motion was made by Councilmember Dawson, seconded by Vice Mayor Sivigny that the Action Item be approved. The motion carried by poll vote, unanimous.**

#### **8C. Request to Endorse Proposals Related to the Development of the River Mill Park**

It was moved to approve the proposal with the Engineering Groupe in regard to engineering and architectural services for the development of River Mill Park and associated facilities.

**A motion was made by Vice Mayor Sivigny, seconded Councilmember McGuire that the Action Item be approved. The motion carried by poll vote, unanimous.**

#### **8D. Request to Approve Revised Location of Trail at River Mill Park**

It was moved to approve the revised location of the stone dust trail at River Mill Park per the attached diagram.

**A motion was made by Councilmember McGuire, seconded Councilmember Drakes that the Action Item be approved. The motion carried by poll vote, unanimous.**

#### **8E. Request to Discuss and Identify Public Safety Goals for the Town of Occoquan**

The Council held a discussion regarding public safety concerns and identified goals. The goals were identified as protection of private property, improvement of pedestrian safety, increased patrol hours including nights and weekends, prioritizing community meetings outside of Town and updating department policies. The Council also discussed the possible implications River Mill Park programming will have in connection to public safety. The Council then requested that staff present options for increasing the size of the police department within the Proposed FY 2016 Budget discussions.

#### **9. Closed Session**

Vice Mayor Sivigny moved that the Council convene in closed session to discuss as permitted by Virginia Code Section 2.2-3711(A)(1), a personnel matter involving consideration or interviews of candidates for employment or appointment, appointment or promotion of specific officers or employees, specifically the Building Official. Councilmember Dawson seconded. **The Motion Carried unanimously.**

The Council came out of closed session at 8:39 p.m. Vice Mayor Sivigny moved that the Council certify that, in the closed session just concluded, nothing was discussed except the matter or matters (1) specifically identified in the motion

to convene in closed session and (2) lawfully permitted to be discussed under the provisions of the Virginia Freedom of Information Act cited in that motion. Councilmember Drakes seconded. **Motion passed, Ayes- Councilmember Brown, Councilmember Drakes, Councilmember Dawson, Councilmember McGuire, and Vice Mayor Sivigny, by roll call vote.**

#### **10. Adjournment**

The meeting was adjourned at 8:40 p.m.

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Greg Holcomb, Town Clerk



**OCCOQUAN TOWN COUNCIL**  
**Council Work Session Minutes- Draft**  
**Town Hall - 314 Mill Street, Occoquan, VA 22125**  
**Tuesday, March 3, 2015**  
**7:00 p.m.**

**Present:** Mayor Elizabeth Quist; Vice Mayor Pat Sivigny; Councilmember Tyler Brown; Councilmember J. Matthew Dawson; Councilmember Jim Drakes  
Councilmember Joe McGuire.

**Staff:** Kirstyn Barr Jovanovich, Town Manager; Matt Williams, Assistant Town Engineer/Zoning Administrator; Greg Holcomb, Town Clerk

**Absent:** None

**1. Call to Order**

Mayor Quist called the meeting to order at 8:43 p.m.

**2. Regular Items**

**A. Proposed Fiscal Year 2016 Budget and Capital Improvement Plan Work Session #2**

Ms. Jovanovich presented updated revenues and expense estimates from the last meeting of February 23, 2015. She answered two questions from the last Budget Work Session regarding calculations of an increased Meals Tax and a comparison of other communities' Meal Tax rates. The Council discussed using a portion of a Meal Tax increase towards promoting the Town and assisting the business community.

Ms. Jovanovich then presented calculations of an increase Real Estate Tax collection based on an additional \$.01/\$100 and the 6.3% increased assessment from the County.

Ms. Jovanovich then explained the detailed Budget document broken out by the funds for Administration, Finance, Parks and Events, Public Works, Public Safety and Governing Body.

The Council discussed Town staffing including the Events and Marketing Coordinator position, Police staffing and a cost of living increase. The Council discussed contracting out the Marketing and Event Programming position, however there was consensus that the position remain a Town staff member at this time. The Council requested recommendations from Town staff regarding Police staffing and the associated costs for the next meeting.

### 3. Closed Session

Vice Mayor Sivigny moved that the Council convene in closed session to discuss as permitted by Virginia Code Section 2.2-3711(A)(1), the performance evaluation and job assignments of the Town Manager. Councilmember McGuire seconded. **The Motion Carried unanimously.**

The Council came out of closed session at 9:48 p.m. Vice Mayor Sivigny moved that the Council certify that, in the closed session just concluded, nothing was discussed except the matter or matters (1) specifically identified in the motion to convene in closed session and (2) lawfully permitted to be discussed under the provisions of the Virginia Freedom of Information Act cited in that motion. Councilmember Drakes seconded. **Motion passed, Ayes- Councilmember Brown, Councilmember Drakes, Councilmember Dawson, Councilmember McGuire, and Vice Mayor Sivigny, by roll call vote.**

### 4. Adjournment

The work session was closed at 9:48 p.m.

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Greg Holcomb, Town Clerk



**OCCOQUAN TOWN COUNCIL**  
**Work Session Minutes - Draft**  
**Town Hall - 314 Mill Street, Occoquan, VA 22125**  
**Tuesday, March 17, 2015**  
**7:00 p.m.**

**Present:** Mayor Elizabeth Quist; Vice Mayor Pat Sivigny; Councilmember Tyler Brown; Councilmember J. Matthew Dawson; Councilmember Jim Drakes  
Councilmember Joe McGuire.

**Staff:** Kirstyn Barr Jovanovich, Town Manager; Matt Williams, Assistant Town Engineer/Zoning Administrator

**Absent:** Greg Holcomb, Town Clerk

**1. Call to Order**

Mayor Quist called the meeting to order at 7:02 p.m.

**2. Regular Items**

**A. Proposed Fiscal Year 2016 Budget and 2016-2025 Capital Improvement Plan**

Ms. Jovanovich presented the Capital Improvement Plan. The plan outlined schedules for maintenance, vehicles, equipment and infrastructure. She provided more detail related to FY 2016 public works projects. This includes storm water management, intersection improvements, sidewalks and the annex property retaining wall issue.

The Council discussed a need to improve sidewalks within the historic district and increased funding for improvements to sidewalks and streetscaping to \$150,000 for FY 2016. The Council then reduced funding for the Town Council dais chairs and conference room table item from \$8,000 to \$2,000 and removed the replacement of the dais chairs.

Mayor Quist held a discussion regarding Town cash reserves. She stated that it is advisable to have a 90 to 120 day reserve. This would require a transfer at the end of the year.

Next, the Council held a lengthy discussion regarding the cost and benefit of a full time Town Event and Marketing Coordinator.

**3. Closed Session**

Vice Mayor Sivigny moved that the Council convene in closed session to discuss as permitted by Virginia Code Section 2.2-3711(A)(1), a personnel matter involving performance evaluation and salary and other compensation of all

Town employees for the purpose of budgeting. Councilmember McGuire seconded. **The Motion Carried unanimously.**

The Council came out of closed session at 9:18 p.m. Vice Mayor Sivigny moved that the Council certify that, in the closed session just concluded, nothing was discussed except the matter or matters (1) specifically identified in the motion to convene in closed session and (2) lawfully permitted to be discussed under the provisions of the Virginia Freedom of Information Act cited in that motion. Councilmember McGuire seconded. **Motion passed, Ayes- Councilmember Brown, Councilmember Drakes, Councilmember Dawson, Councilmember McGuire, and Vice Mayor Sivigny, by roll call vote.**

#### 4. Tax Rate Discussion

The Council discussed tax rates and the costs associated with increased services that the budget proposes. Mayor Quist clarified that the \$90,623 in Craft Show expenditures excludes the original expenditures of \$10,000 for "other park programming." She noted that instead, the \$15,000 from the Meal Tax rate increase would be used for this purpose.

It was moved to advertise the FY 2016 Operating account revenues be \$600,883 with a Meals Tax rate of 3% and a Real Estate Tax rate of \$.12/\$100. The proposed Operating Account expenses would be \$586,396. The CIP Account proposed expenses \$1,005,000. The Mamie Davis Account Revenue would be \$2,000 with expenses of \$2,000. The Craft Show Account proposed revenues would be \$220,825 with expenses of \$90,623. Also, including a Transient Tax rate of 2%.

**A motion was made by Vice Mayor Sivigny, seconded Councilmember McGuire that the Action Item be approved. The motion carried by poll vote, unanimous.**

#### 5. Adjournment

The meeting was adjourned at 9:30 p.m.

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Greg Holcomb, Town Clerk



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

<b>7. Staff Reports</b>	<b>Meeting Date: April 7, 2015</b>
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**Town Treasurer's Report:**

Per the Town Code, Section 58-3 (b), Lien for delinquent real estate taxes; certificate as to inability to collect taxes and levies, the Town Treasurer "shall before the first regular meeting of the Town Council in April of each year shall prepare lists of the taxes and levies that have not been collected."

See attached list of current delinquencies.

**Chief of Police Report:**

See attached report for March 2015.

**Attachments: (2)** List of Delinquencies  
March 2015 Police Report

2015

**Delinquent Tax List**

Norma White	Real Estate Tax
Berrywood Inc	Real Estate Tax
Mount Vision L L C	Real Estate Tax
Ronald Houghton	Real Estate Tax
Joseph Jacobs	Real Estate Tax
Cynthia Chapman	Real Estate Tax
Occoquan Heights	Real Estate Tax
Dolores Tolbert	Real Estate Tax
Mendi Anderson	Real Estate Tax
Ho Kang	Real Estate Tax
Charlie Ryong Cho and Jenney Kyong Cho	Real Estate Tax
Lance Houghton	Real Estate Tax
Walter Davis	Real Estate Tax
Bernice Blankenship	Real Estate Tax
Joy Houghton	Real Estate Tax
Purisima Tan	Real Estate Tax
Jeffrey Jaksa	Real Estate Tax
James Selecman	Real Estate Tax
Edward Hope	Real Estate Tax
Robyn Grebe	Real Estate Tax
Ernest Fore	Real Estate Tax
Lisa Cross	Real Estate Tax
Ramsey Baerga	Real Estate Tax
James Holland	Real Estate Tax
Linda Caldwell	Real Estate Tax
Elliot Homes	Real Estate Tax
Thomas Chennikara And Elizabeth Thomas	Real Estate Tax
Charles Desenberg And Phyllis Beers	Real Estate Tax
Lisa Johnson (Pink Bicycle Tea Room)	Meals Tax
Sharon and Brian Terrill (Fetch)	Business Professional Occupational License
Samantha Harvey (13 Magickal Moons)	Business Professional Occupational License



# TOWN OF OCCOQUAN

CIRCA 1734 INCORPORATED 1874  
314 MILL STREET, P.O. BOX 195  
OCCOQUAN, VIRGINIA 22125  
703-491-1918, EXT. 5 FAX 703-491-4962

## **POLICE DEPARTMENT**

**SHELDON E. LEVI**

CHIEF OF POLICE  
TOWN SERGEANT

### **MARCH REPORT TO THE TOWN COUNCIL – 04/07/2015**

- All speed measuring equipment (radar & lidar) was calibrated by the manufacturer as required by the courts.
- The speedometer on the cruiser was calibrated by a local vendor as required by the courts.
- Coordinated snow clearing efforts during the snow events.
- Met with a resident of the Overlook Community about a possible vandalism.
- Conducted stop sign compliance at Commerce & Washington Streets, and Washington & Mill Streets.
- Met with VMRC Police about a sunken barge behind Gas Light Landing. The barge's owner was in violation of Virginia Code because it was sitting "on the bottom" of the river. It took six days of constant monitoring by OPD and VMRC Police, and the threat of arrest to get the barge safely moved out of the Town. There were no environmental issues.
- Had PWCPD temporarily install a traffic speed board to monitor traffic counts and speed of vehicles on Mill Street and then Commerce Street. This was done to remind drivers of their speed in Town and determine how many cars a day are going through the Town. Data is expected to be available in April.
- Met with the command officers of the Northern Virginia Regional Intelligence Center (NVRIC) to review needs and services available from NVRIC.
- All parties to the summonses (12) issued last month for tax delinquencies were heard in court. All the delinquencies had been settled prior to the court date and the charges were dismissed.



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

<b>8. Public Hearing</b>	<b>Meeting Date:</b> April 7, 2015
<b>8 A: Proposed Fiscal Year 2016 Budget</b>	

**Explanation and Summary:**

This is a public hearing on the Proposed Fiscal Year (FY) 2016 Budget. The Town Council held budget work sessions on February 23, 2015, March 3, 2015 and March 17, 2015. The Proposed Budget, as revised, is posted on the Town's website at [www.occoquanva.gov](http://www.occoquanva.gov).

**BUDGET SUMMARY**

		<b>FY 2015 Adopted</b>	<b>FY 2016 Proposed</b>	<b>Difference</b>	<b>Increase/ (Decrease)</b>
General Fund	Expenditures	\$505,296	\$586,396	\$81,100	16.05%
	Revenues	\$505,296	\$600,883	\$95,587	18.92%
Craft Show Fund	Expenditures	\$90,000	\$90,623	\$623	0.69%
	Revenues	\$210,000	\$222,825	\$12,825	6.11%
Mamie Davis Fund	Expenditures	\$2,000	\$2,000	\$0	0%
	Revenues	\$2,000	\$2,000	\$0	0%
Capital Improvement Fund	Expenditures	\$1,640,000	\$1,005,000	(\$635,000)	(38.72%)

This public hearing is intended to provide the public with the opportunity to comment on the proposed budget. This public hearing was advertised in Prince William Today on March 27, and April 3, 2015.

In addition to the public hearing on the proposed budget, there will be a public hearing on the proposed tax rates in support of the FY 2016 budget on April 28, 2015 at 7:00 p.m. The Town Council will adopt the budget and tax rates on May 5, 2015. Fiscal Year 2016 will begin on July 1, 2015 and end on June 30, 2016.

*Continued on Next Page*

**Proposed/Suggested Motion:**

“I move to close the public hearing.”

OR

Other action Council deems appropriate.

**Attachments: (1)** Proposed FY 2016 Budget

# TOWN OF OCCOQUAN

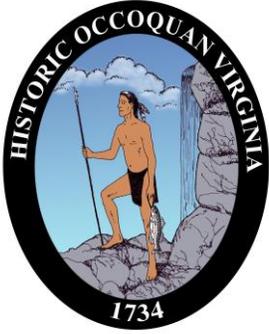


## PROPOSED Fiscal Year 2016 Budget & Capital Improvement Plan



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# TOWN OF OCCOQUAN

CIRCA 1734 INCORPORATED 1874  
314 MILL STREET, PO BOX 195  
OCCOQUAN, VIRGINIA 22125  
(703) 491-1918 FAX (703) 491-4962  
WWW.OCCOQUANVA.GOV

**TOWN COUNCIL**  
PATRICK A. SIVIGNY, VICE MAYOR  
TYLER C. BROWN  
J. MATTHEW DAWSON  
JIM DRAKES  
JOE MCGUIRE

**TOWN MANAGER**  
KIRSTYN BARR JOVANOVICH

**CHIEF OF POLICE &  
TOWN SERGEANT**  
SHELDON E. LEVI

**TOWN CLERK**  
GREG HOLCOMB

**TREASURER**  
ABIGAIL BREEDING, C.P.A.

**MAYOR**  
ELIZABETH A. C. QUIST

April 7, 2015

*Updated Letter of February 17, 2015*

Dear Mayor Quist and Members of the Occoquan Town Council:

I am pleased to present the Proposed Budget for Fiscal Year 2016 for Council's consideration. The total proposed budget as presented is \$1,684,019, comprised of \$586,396 for General Fund, \$90,623 for Craft Show Fund, \$2,000 for Mamie Davis Fund and \$1,005,000 for Capital Improvement Fund expenditures.

The FY 2016 budget process began in November 2014 as staff began to evaluate the Town's expenses and revenues, service delivery needs and expectations, and the manner in which the Town was delivering those needs and expectations to the community. In the development of the proposed budget, staff also considered new services and impacts that are expected within the next two fiscal years, including parks and recreation programming, historic preservation, maintenance and services, and infrastructure needs.

The proposed budget aims to accomplish the following points:

- Sufficient revenues to pay for expenses;
- Preserves the financial health of the Town and provides for adequate fund balances;
- Recognizes maintenance and improvements to infrastructure and community assets;
- Improves core customer services to our citizens and focuses on service and program delivery.

During the January 20, and February 3, 2015 meetings, Town Council discussed and identified six goals that the Council will focus on over the next two years. On February 3, 2015, Town Council adopted the following goals:

- Parking Issues
- Pedestrian Safety and Access
- Historic Preservation and Town Appearance
- Riverwalk Project
- Community Development and Programming
- Stormwater Management

The above goals were utilized in the development of the proposed FY 2016 budget as it relates to identifying required services and allocating resources to accomplish these goals.

## **BUDGET SCHEDULE**

The Town Council held three budget work sessions to discuss the Proposed FY 2016 Budget:

February 24, 2015	Presentation of Proposed FY 2016 Budget to Council; Overview of Proposed Budget ( <i>Rescheduled from February 17, due to inclement weather</i> )
March 3, 2015	Budget Presentation Regarding Tax Impacts and Department Detail

March 17, 2015      Budget Presentation Regarding Capital Improvement Plan,  
Mamie Davis Fund, Craft Show Fund, Staffing and Tax Impacts

Public hearings for the proposed budget and tax rates are scheduled for:

April 7, 2015      Public Hearing on Proposed FY 2016 Budget

April 28, 2015      Public Hearing on Proposed FY 2016 Tax Rates  
Budget Work Session, If Needed (Following Public Hearing)

Adoption of the FY 2016 Budget and Tax Rates is scheduled for May 5, 2015. Fiscal Year 2016 will begin on July 1, 2015.

#### **BUDGET AS A PLANNING TOOL**

The budget process is more than a plan that reviews revenue and projected spending. Budgeting is a formal way to convert the Town's short-range and long-range plans and policies into services and programs for our citizens. The budget details these services and programs in terms of cost.

During this year's budget process, the Town has taken significant steps in developing a series of planning documents to help guide the growth of the community toward achievement of its potential. The planning process does not end with the development of this revised budget process, but will continue to grow and develop as we work toward long-range goals and planning for the community's future.

In addition to developing six goals to focus on over the next two years, as part of this budget, the Town has developed an Infrastructure Management Program, a Vehicle and Equipment Replacement Schedule and a long-range Capital Improvement Plan schedule. These documents work together to outline the priorities of the organization and community to ensure that the Town takes the necessary steps in maintaining and improving the community for our

businesses, residents and visitors in the years to come. In addition, the Town is working to update its Comprehensive Plan in an effort to bring the plan into line with the needs and desires of the community now and into the future.

**BUDGET SUMMARY**

		FY 2015	FY 2016 Proposed	Difference	Increase/ (Decrease)
General Fund	Expenditures	\$505,296	\$586,396	\$81,100	16.05%
	Revenues	\$505,296	\$600,883	\$95,587	18.92%
Craft Show Fund	Expenditures	\$90,000	\$90,623	\$623	0.69%
	Revenues	\$210,000	\$222,825	\$12,825	6.11%
Mamie Davis Fund	Expenditures	\$2,000	\$2,000	\$0	0%
	Revenues	\$2,000	\$2,000	\$0	0%
Capital Improvement Fund	Expenditures	\$1,640,000	\$1,005,000	(\$635,000)	(38.72%)

**TAX RATE HISTORY IN OCCOQUAN**

The Town’s Real Estate Tax accounts for 36 percent of the Town’s revenue. The second largest revenue is derived from the Town’s Meals and Sales Tax, which combined makes up approximately 32 percent of revenue.

Prior to 1993, the Town’s Real Estate Tax Rate was set at \$.25 per \$100 of assessed value. During that time period, the Town was a low-density community of approximately 350 residents. Between 1990 and 1994, the Town Council reduced the tax rate from \$.25 to \$.05 per \$100 of assessed value with the intent of using the revenue generated from the semi-annual craft shows to offset the tax burden on its residents.

Since that time, the Town has evolved and grown, and is now a higher-density community of almost 1,000 residents with a vibrant business community of approximately 164 small businesses, 82% of which are located in the six acre riverfront historic district. The increase in

residents and businesses has required a higher level of service and programming from the Town and expectation to capitalize on the unique character of our historic community and its position in the region.

A few years ago, the Town Council made a fiscal policy decision to focus on using revenue generated from the semi-annual craft shows to support capital improvement projects including infrastructure improvements like sidewalk and road replacement and maintenance, intersection upgrades, public building maintenance, beautification efforts and other larger, long-term projects that require more significant financial investment. This has reduced the amount of funding available from craft show revenues to support the General Fund, which includes all of the day-to-day costs that are required to provide the services that residents and businesses have come to expect from the Town on a regular basis.

Occoquan residents, like other towns within counties, pay Real Estate Taxes to both the Town and Prince William County. This is due to that Occoquan is an incorporated Town that has shared services with Prince William County, but also offers its own services to Town residents. Some shared services that Town residents receive from the County include police support, fire and rescue, schools, human services, parks and recreation, and libraries.

**TAX RATE COMPARISON**

<b>Town</b>	<b>FY 2015 Adopted Tax Rate (per \$100 of assessed value)</b>	<b>County PWC: \$1.1480 FC: \$1.090</b>
Dumfries	\$.2333	Prince William County
Haymarket	\$.153	Prince William County
Occoquan	\$.11	Prince William County
Quantico	\$.25	Prince William County
Herndon	\$.265	Fairfax County
Vienna	\$.2288	Fairfax County

## PROPOSED FY 2016 TAX RATES

### Real Estate Tax Rate

Real Estate tax assessments within Prince William County are estimated to increase by 6.3 percent over last year's assessments. The FY 2016 Proposed Budget includes a one cent increase in the Real Estate tax from \$0.11 cents per \$100 of assessed value to \$0.12 cents per \$100 of assessed value. Combining the expected increase in assessments and an additional penny on the Town's Real Estate Tax Rate, on average, property owners will see an increase in their annual Occoquan real estate tax bill of \$54 over last year, or \$4.50 per month. If the tax rate is maintained at \$.11 cents per \$100 of assessed value, on average, property owners would experience an average increase of \$22 in their annual bill due to the expected increase in assessments.

The current year budget included an adopted Real Estate Tax revenue of \$192,971; however, actual revenue is expected to come in \$9,000 less than projected at \$183,971 by June 30, 2015. This was due to an overestimation in revenues for unfinished developments.

#### Real Estate Tax Revenue: Actual FY 2015 vs Proposed FY 2016

FY 2015 Actual RE Tax Revenue (\$0.11)	FY 2016 Proposed RE Tax Revenue (\$0.12)	Increase/(Decrease)
\$183,971	\$214,116	16.39%

Historically, the Town has advertised a higher rate when considering the adoption of the Town budget as by Virginia Law, the Town can adopt either the advertised rate or a lower rate, but cannot adopt a higher rate than what was advertised.

### Meals Tax Rate

The Town of Occoquan currently collects two (2) percent on the amount paid for every meal or food purchased from any food establishment or caterer within the Town's limits. The Town Council has advertised a one percent increase on the Meals Tax for the FY 2016 Proposed Budget. For the current Fiscal Year, the Town is projecting Meals Tax revenues of \$110,100. At a three percent Meals Tax Rate, the Proposed Budget for FY 2016 projects Meals Tax revenues of \$165,218.

The Town of Occoquan has collected a Meals Tax since 2000 and up until 2006, the Meals Tax rate was set at one percent. In 2006, Town Council increased the rate to two percent where it has remained for the last nine years. In comparison to other cities and towns in the region, the Town of Occoquan has the lowest rate with the majority of neighboring communities within the northern Virginia region having a four percent rate. According to the Weldon Cooper Center for Public Service’s 2013 annual publication on local tax rates, the median Meals Tax Rate in Virginia is (5%) five percent.

**Meals Tax Comparison - Neighboring Communities**

Dumfries*	4%	Manassas City^	4%
Fairfax City^	4%	Manassas Park^	4%
Haymarket*	4%	Occoquan*	2%
Herndon*	2.5%	Purcellville*	5%
Leesburg*	3.5%	Vienna*	3%

^FY 2015 Adopted Budget  
 \* 2013 Local Tax Rates, Weldon Cooper Center for Public Service

With the proposed increase of one percent in the Meals Tax Rate, the Proposed FY 2016 Budget includes a Community and Business Support expenditure that allocates \$15,000 from the additional revenue generated by the one percent increase to support marketing and community programming for our business and historic district. The intent is to provide funding to develop community programming and support marketing efforts that will promote Occoquan as a destination in support of our business community and provide more community events that will benefit the entire Occoquan community.

While the Meals Tax revenue will continue to fund the Town’s provision of services within the General Fund, a portion of the additional revenue has been set aside within the Proposed Budget to support business and community development.

## **Transient Tax Rate**

The Town of Occoquan imposes a Transient Tax Rate of two percent on lodging within the Town. The Town does not currently have lodging establishments within its limits and as a result, no revenue is generated from this tax. The Town Council has advertised a Transient Tax Rate of two percent for the FY 2016 Proposed Budget.

## **BUDGET OVERVIEW**

This year's proposed budget divides the Town's financial management system into several funds based on general operations, with each fund identifying revenues and expenditures. The major funds appropriated by Town Council are as follows:

- General Fund
- Craft Show Fund
- Mamie Davis Fund
- Capital Improvement Plan Fund

## **GENERAL FUND**

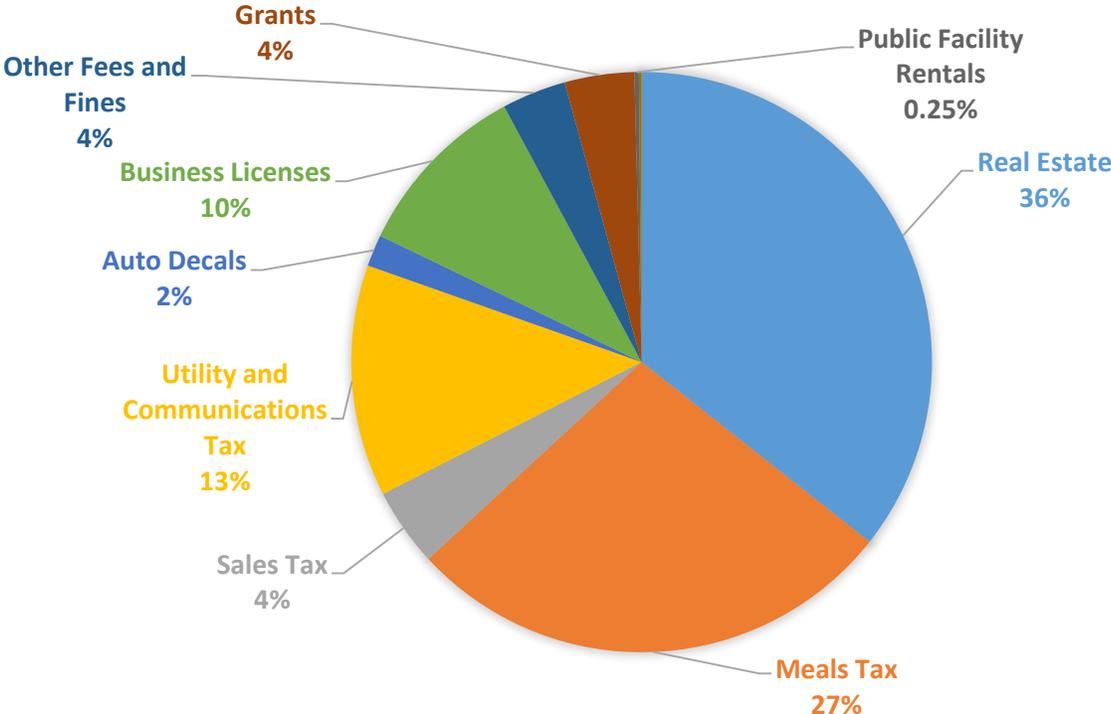
The General Fund is divided into six divisions, which is further broken down by activity and associated expenses. The General Fund consists of costs associated with day to day expenses incurred in the provision of town programs and services.

### **General Fund Revenue**

Total revenues for FY 2016 in the General Fund are proposed at \$600,883. This is up from the prior year adopted budget by 18.92 percent or \$95,587. Occoquan's General Fund revenue is supported by taxes, fees, charges for service, fines and state and federal aid. In previous years, the Town utilized transfers from the Craft Show Fund in order to support General Fund expenditures. As mentioned earlier, in recent years, the Town has followed a fiscal policy of not utilizing this unguaranteed source of revenue for the Town to supplement the budget and instead focus a majority of the revenue to fund projects in the Capital Improvement Plan.

The proposed FY 2016 budget is based on a one percent increase in Meals Tax and a one cent increase on the Real Estate Tax Rate, bringing in an additional \$55,072 and \$30,144 over current year projected revenues, respectively. The increase in revenue will go to support General Fund activities including infrastructure maintenance, community programming, refuse collection, business support, public safety activities, etc. Specifically, a portion of the revenue generated from the additional meals tax has been set as an expenditure for community and business development to go towards supporting community and business activities within the Town of Occoquan.

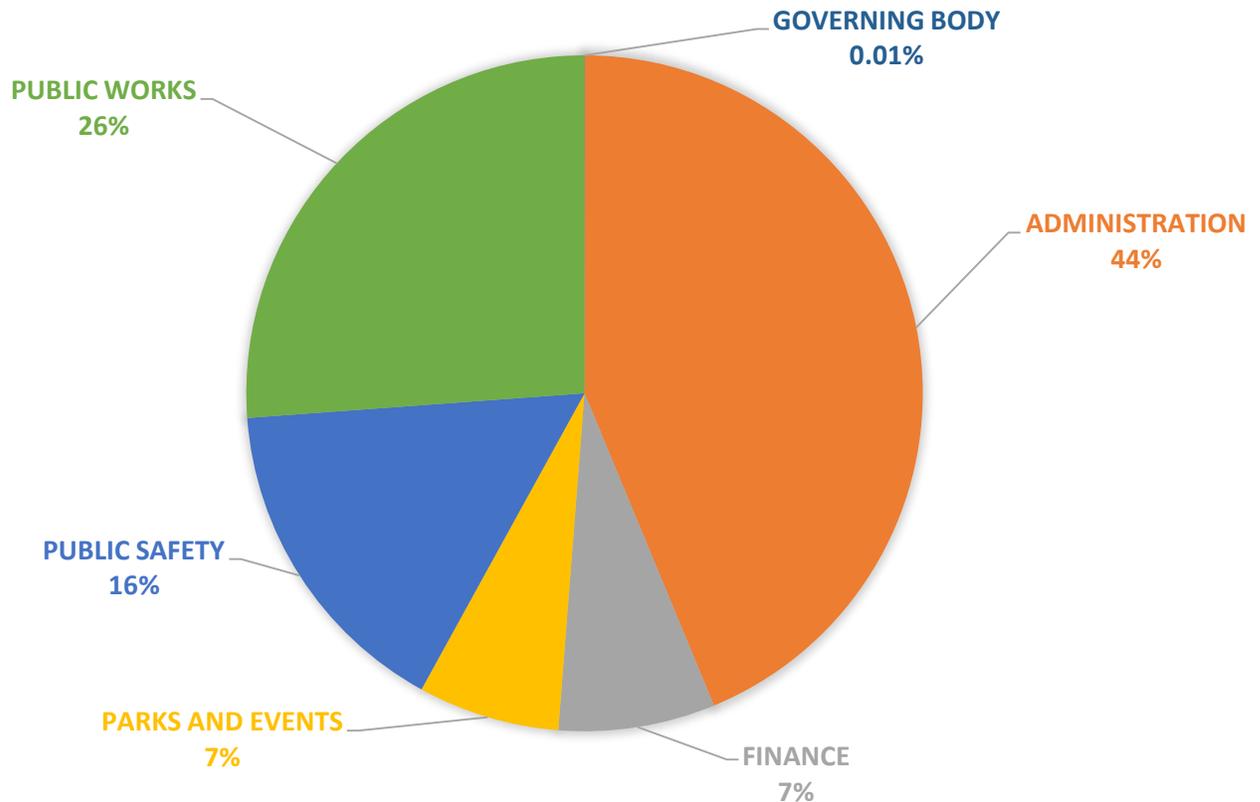
**FY 2016 GENERAL FUND REVENUES**



**General Fund Expenditures**

Total expenses for the proposed FY 2016 General Fund are expected to increase 16.05 percent over the adopted FY 2015 budget to \$586,396. Significant increases in general fund expenses are related to personnel costs, deferred maintenance costs, identifying previously unbudgeted costs, and new parks and events costs associated with the new River Mill Park.

## FY 2016 GENERAL FUND EXPENDITURES - BY DIVISION



### SUMMARY BY DIVISION

#### Administration

The Administration Division includes costs associated with operational services and programs for the Town of Occoquan. These include contractual services for legal, engineering, zoning, building official and information technology; public building and infrastructure utilities; Town election costs; employee and board and commission training; insurance; and personnel costs for the Town Manager and Town Clerk positions. The total expenditure amount for this division is \$256,540.

This budget includes a change to the Town Clerk position from a part-time (30 hours) to a full-time position. Currently, the Town Manager is the only full time administrative position within the Town. This position change will benefit the organization by increasing responsiveness to requests for service and increasing organizational efficiencies an increase Town Hall hours of operation.

The Administration Division also includes an expenditure for Building Official Services. Currently, Prince William County provides this service for the Town of Occoquan; however, the Town recently sought proposals to determine whether the service should be brought back in house and provided by the Town. Town Council will take action on whether or not to bring the building official function in-house during the April 7, Town Council meeting. While an expenditure of \$5,000 has been allocated for this service, the Town will develop a fee structure with the intent of this service being cost neutral.

### **Finance**

The Finance Division includes costs associated with the Town Treasurer's functions including auditing and payroll services, and Town Treasurer personnel costs. There are no significant changes to this budget. The total expenditure amount for this division is \$43,912.

### **Parks and Events**

The Parks and Events Division includes costs for one-half year impact for future events and programming at River Mill Park, costs for other events including Town Holiday Event, Volunteer Recognition Event, special events, holiday activities and funding for the Community and Business support activity. The total expenditure amount for this division is \$39,829.

In addition, this budget includes the addition of an Events and Marketing Coordinator position with the Town that would be responsible for organizing the semi-annual craft shows, town communication activities, community events and park programming, and serve as liaison between the Town and business community in an effort to collaborate on promotional activities and community events that benefit the entire Occoquan community and further promote Occoquan as a destination. The addition of this position would eliminate the Craft Show Director position with the Town (duties would be absorbed by the new position) and would be funded partially by the Craft Show Fund and the General Fund. Within the Proposed FY 2016 Budget, the position is funded for a half year and would be effective January 1, 2016. In FY 2017, the position would have a full year fiscal impact.

This division also includes an expenditure of \$15,000 for Community and Business Development. This amount is allocated from the additional revenue that will be garnered from the proposed increase of one percent on the Meals Tax rate. The Events and Marketing Coordinator will utilize this funding in support of community programming and business/historic district promotions.

### **Public Safety**

The Public Safety Division includes costs associated with police activities within the Town of Occoquan. The Occoquan Police Department currently consists of one Police Chief and one Auxiliary Officer. The Proposed Budget includes funding for two additional auxiliary police officers, for a first-year cost of approximately \$6,500. The annual cost is approximately \$725 per auxiliary position.

A majority of funding identified for public safety is provided through the HB 599 grant, which is approximately \$23,000 annually. There are no other significant changes to this budget. The total expenditure amount for this division is \$92,829.

### **Public Works**

The Public Works Division includes costs associated with maintenance of public buildings, infrastructure and equipment, contracts including landscaping, refuse collection and building maintenance, and personnel costs associated with the Maintenance Supervisor position and on-call labor. The total expenditure amount for this division is \$153,345.

This budget includes half-year cost impacts of \$8,570 related to the new River Mill Park including landscaping, maintenance, utilities and janitorial services. In FY 17, a full year cost impact of approximately \$15,000 is expected.

The Proposed Budget includes increased focus on improvements to existing infrastructure and beautification efforts within the historic district. There are no other significant changes to this budget.

## **Governing Body**

The Governing Body Division includes the annual stipend for Town Council members. The total expenditure amount for this division is \$72.

## **STAFFING COSTS**

The increase in General Fund includes changes to the Town's staffing structure and a 1.7% market adjustment for Town employees. The Town currently has two full-time employees (Town Manager and Chief of Police) and four part-time employees (Town Clerk, Town Treasurer, Maintenance Supervisor and Craft Show Director). As part of its benefit package, the Town offers life insurance and disability to qualifying employees, a Simple IRA matching program for eligible employees, and paid vacation and sick leave for full time employees.

The Town offers a wide range of services to its residents and businesses that are performed or managed by the six staff members that comprise the administrative branch of the Town government. These services include refuse collection, public safety, infrastructure development and maintenance, historic preservation, parks and recreation, community events, planning and zoning, engineering and tax enforcement. Since 1980, the Town's community has grown from 241 residents to almost 1,000 in 2013. During that time period, the staffing levels have adjusted slightly, but the overall structure has remained constant. The proposed budget includes increasing the part-time position of Town Clerk to full-time status and has a budgetary impact of \$12,309 over current year costs.

In addition, the proposed budget includes a mid-fiscal year change to convert the current part-time Craft Show Director Position to a full-time position of Events and Marketing Coordinator. This position would become effective January 1, 2016 and would not only coordinate the Town's semi-annual Arts and Crafts Shows, but would also serve as a liaison between the Town and business community in order to develop and partner on various community and events and activities for the benefit of the community. In addition, this position would serve as the Town's public information office and be responsible for the Town's media outreach, social media and public information activities. The budgetary impact on the General Fund

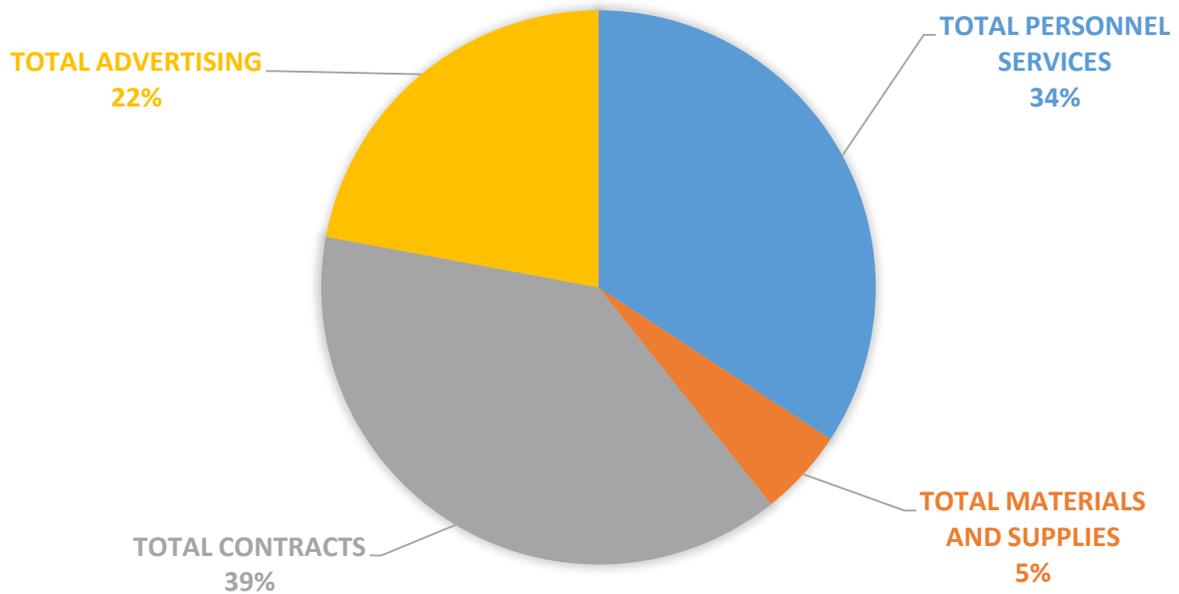
personnel category for this year would be \$16,461; however, the Town would need to allocate \$32,922 in FY 2017 to fully fund the position. The position would be partially funded by the Craft Show Fund (\$13,000) and partially funded by the General Fund. The Craft Show Fund is supported by revenues generated by the semi-annual craft shows; not from collected taxes.

## **CRAFT SHOW FUND**

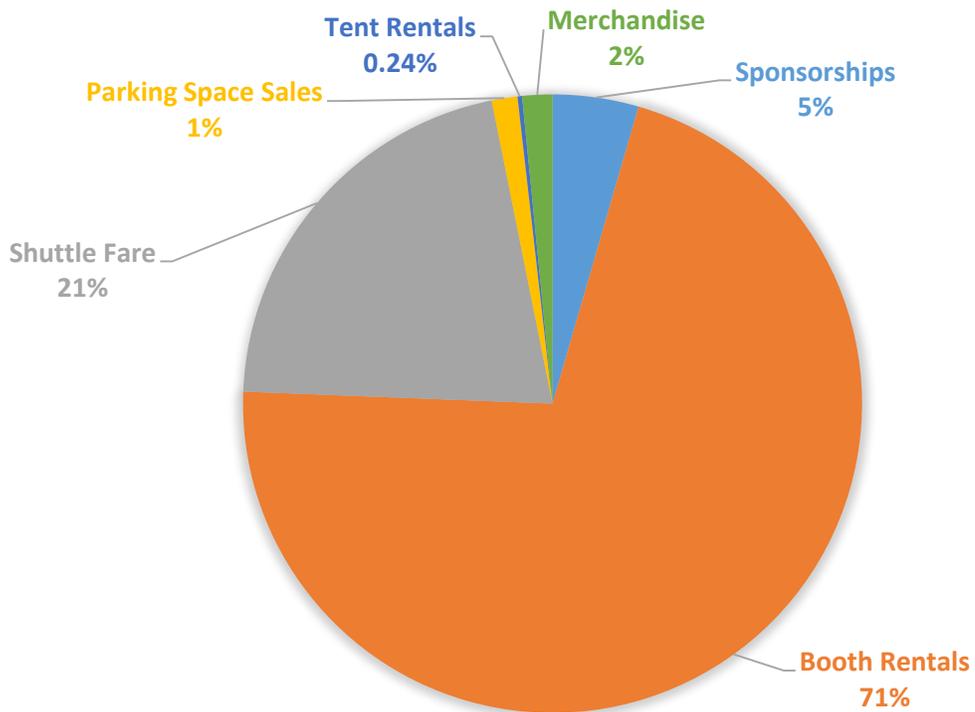
Over the last 46 years, the Town of Occoquan has hosted two arts and crafts shows during the months of June and September each year. The revenue generated from these two events bring the Town a net revenue of approximately \$120,000 annually. In the past, revenues generated from these shows were used to supplement the General Fund revenues in an effort to keep the Town's tax rate low. In fact, between 1990 and 1994, when the Town was a community of approximately 350 residents, the Town Council reduced the Town's real estate tax rate from \$.25 per \$100 of assessed value to \$.05 per \$100. The purpose of this reduction in the real estate tax was to utilize funds from the craft show to supplement the General Fund revenues in order to continue to deliver the same level of service while reducing the tax burden on Town residents. Since that time, the Town went from a low density community with approximately 340 residents in 1990, to a more urban environment with close to 1,000 residents calling Occoquan home.

Since then, the Town Council has adjusted its policy in regards to how craft show funds are utilized and instead of supplementing the General Fund, the net revenues are allocated annually to accomplish capital projects including infrastructure maintenance and improvements, street beautification projects, park and recreation projects, stormwater management, building maintenance, development and maintenance of pedestrian connections, and other public projects.

**FY 2016 CRAFT SHOW FUND  
SPRING AND FALL SHOWS - EXPENDITURES**



**FY 2016 CRAFT SHOW FUND  
SPRING AND FALL SHOWS - REVENUES**

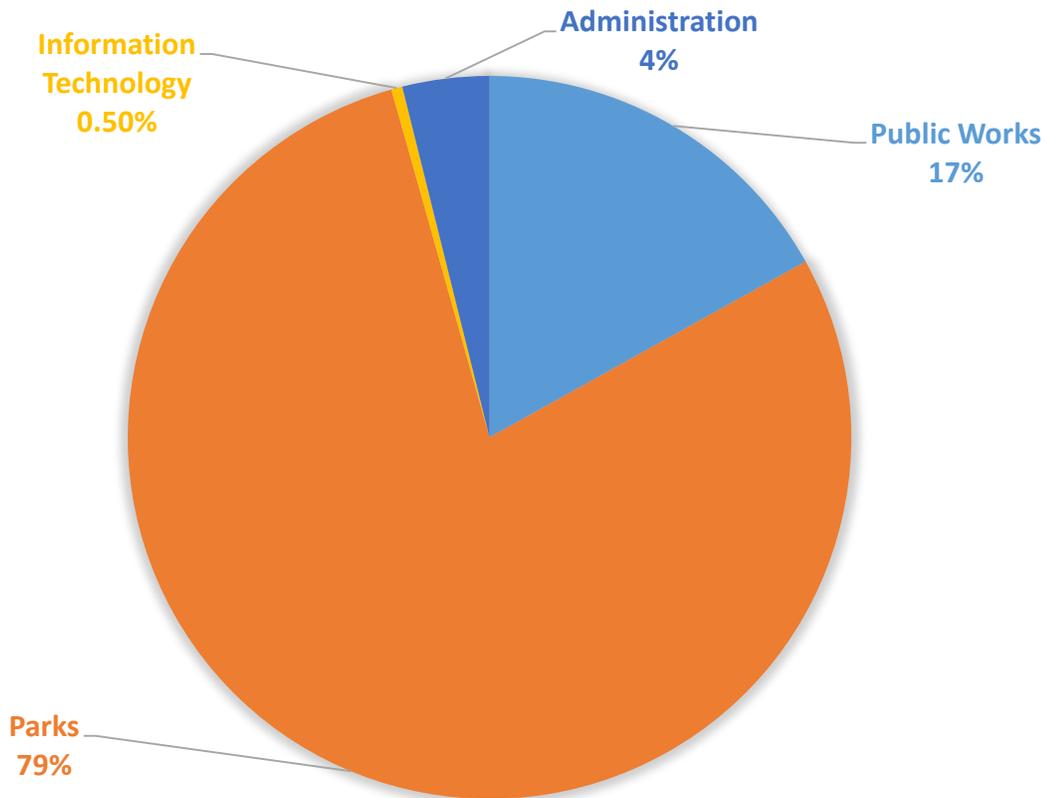


## CAPITAL IMPROVEMENT PLAN FUND

The Town funds the Capital Improvement Plan with the net revenue from the two annual arts and crafts shows that are held in June and September each year. On average, the Town nets approximately \$120,000 annually, which is then used to fund various projects.

The Proposed FY 2016-2025 Capital Improvement Plan focuses on investing in infrastructure improvements including streetscaping, road and sidewalk maintenance, and intersection improvements to promote pedestrian safety. In addition, in FY 2016, the plan includes property improvements at the Town's maintenance facility, River Mill Park funding, a public canoe/kayak ramp, and administrative improvements including Town Hall A/V equipment, implementation of a document management system and recodification of the Town Code, to include a legal review of the Town's zoning code.

### FY 2016 CAPITAL IMPROVEMENT FUNDS - EXPENDITURES



## **MAMIE DAVIS FUND**

The Mamie Davis fund is a \$100,000 endowment that the Town received in order to maintain Mamie Davis Park and Town Hall. The Town is not able to spend the principle amount; however, we are able to utilize the revenues generated from interest on projects benefiting the park or Town Hall. The Proposed FY 2016 budget estimates approximately \$2,000 in revenues for this fund. By current year end, the account balance available generated from the Mamie Davis Fund is expected to be almost \$7,000.

## **RESERVES**

The FY 2016 budget process also included an analysis of the Town's reserves. The reserves have been built over the last several years from surplus incurred from the General Fund as well as from the adopted Capital Improvement Plan. By current year end, the Town is estimating to have approximately \$200,000 in an Operating Reserve and approximately \$370,000 available for Capital Improvement Projects and other major capital investments.

The Operating Reserve Fund is estimated at approximately 90 to 120 days of operating expenses and is intended to serve as the Town's safety net should the Town incur unexpected costs mid-fiscal year, as well as to compensate for an unexpected loss in revenue or revenue source.

## **SUMMARY**

The Proposed FY 2016 Budget was developed with the six goals adopted by Town Council as its foundation and recognizes that the needs and expectations of the community have evolved and will continue to do so in the coming years. The budget document itself is intended to provide greater transparency and understanding on how funds are used to provide services and programming to the community.

The proposed budget is balanced and the Town has a healthy financial position with regards to all funds, including reserves and available funding to address infrastructure improvements and maintenance needs within the community, as well as increase communication, community

programming and the Town's position within the region.

It is my hope that we will continue to work together over the next year in making great strides to achieve the goals and expectations set by this Town Council and the community. The Town of Occoquan is a charming, historic riverfront community that we must all work together to preserve as well as promote in the greater northern Virginia region.

Respectfully submitted,

A handwritten signature in black ink, reading "Kirstyn Barr Jovanovich". The signature is written in a cursive style with a large initial "K".

Kirstyn Barr Jovanovich

Town Manager

**TOWN OF OCCOQUAN**  
 CIRCA 1734 INCORPORATED 1874  
 314 MILL STREET, P.O. BOX 195  
 OCCOQUAN, VIRGINIA 22125  
 703-491-1918, EXT. 2 FAX 703-491-4962  
 WWW.OCCOQUANVA.GOV

**PROPOSED FY 2016 BUDGET – APRIL 7, 2015**  
**TAX RATES IN SUPPORT OF THE BUDGET – APRIL 28, 2015**

**PUBLIC HEARINGS TO SOLICIT COMMENT ON THE FOLLOWING:**

1. Proposed FY 2016 Budget (see synopsis below.) A copy of the proposed budget is available at Town Hall from 9 a.m. to 4 p.m., Monday through Friday, and on the Town's website at [www.occoquanva.gov](http://www.occoquanva.gov); and
2. Proposed increase of the current real estate tax rate of \$.11 per \$100 to \$.12 per \$100 of the assessed value; and
3. Proposed increase of the current meals tax rate of 2% to 3%; and
4. Maintain the current transient occupancy tax rate of 2%.

		FY 2015 Budget	FY 2016 Proposed
OPERATING FUND	Revenues	\$505,296	\$600,883
	Expenses	\$505,296	\$586,396
CIP FUND	Revenues	--	--
	Expenses	\$1,640,000	\$1,005,000
MAMIE DAVIS FUND	Revenues	\$2,000	\$2,000
	Expenses	\$2,000	\$2,000
CRAFT SHOW FUND	Revenues	\$210,000	\$222,825
	Expenses	\$90,000	\$90,623

KIRSTYN BARR JOVANOVIICH  
 Town Manager

A public hearing on the proposed budget will be held on April 7, 2015 at 7:00 p.m. at Occoquan Town Hall, 314 Mill Street, Occoquan, VA 22125.

The Town Council may set the real estate tax rate at 12 cents per hundred dollars value or at a lower rate, but Virginia law does not allow a higher rate than appears in this advertisement. The Town Council may set other tax rates (such as meals tax or transient occupancy tax) either higher or lower than the advertised rates.

**NOTICE OF PROPOSED REAL PROPERTY TAX INCREASE**

The Town of Occoquan proposes to increase property tax levies.

1. **Assessment Increase:** Total assessed value of real property, excluding additional assessments due to new construction or improvements to property, exceeds last year's total assessed value of real property by 6.3 percent.
2. **Lowered Rate Necessary to Offset Increased Assessment:** The tax rate which would levy the same amount of real estate tax as last year, when multiplied by the new total assessed value of real estate with the exclusions mentioned above, would be \$0.1031 per \$100 of assessed value. This rate will be known as the "lowered tax rate."
3. **Effective Rate Increase:** The Town of Occoquan proposes to adopt a tax rate of no more than \$0.12 per \$100 of assessed value. The difference between the lowered tax rate and the proposed rate would be \$0.0169 per \$100, or 16.39 percent. This difference will be known as the "effective tax rate increase."

Individual property taxes may, however, increase at a percentage greater than or less than the above percentage.

4. **Proposed Total Budget Increase:** Based on the proposed real property tax rate and changes in other revenues, the total budget of Town of Occoquan will be 18.92 percent above last year's budget.

A public hearing on the increase will be held on April 28, 2015 at 7:00 p.m.  
 at Occoquan Town Hall, 314 Mill Street, Occoquan, VA 22125.

3/27 & 4/3/15

## TOWN OF OCCOQUAN PROPOSED FY 2016 BUDGET

FUND DEPT ACTIVITY	GENERAL FUND							CRAFT SHOW FUND		
	OPERATING							EVENTS		
	ADMINISTRATION	FINANCE	PARKS AND EVENTS	PUBLIC SAFETY	PUBLIC WORKS	GOVERNING BODY	TOTAL	SPRING ARTS & CRAFT SHOW	FALL ARTS & CRAFT SHOW	TOTAL
<b>EXPENDITURES</b>										
<b>ACCOUNT</b>										
Salaries and Wages	109,146	32,365	15,756	64,834	31,873	72	254,046	6,500	6,500	13,000
Overtime					3,500	0	3,500			0
On-call Labor/Auxiliary Wages					1,000	0	1,000	8,640	8,640	17,280
Other Benefits (Cell Reimbursement)	0	0	0	240	240	0	480	0	0	0
Payroll Taxes (FICA & Medicare)	8,350	2,476	506	4,960	2,706	0	18,998	147	147	294
Life Insurance	110	0	29	930	200	0	1,269	23	23	47
Health Insurance	0	0	0	0	0	0	0	0	0	0
Disability Insurance	1,410	0	208	1,570	450	0	3,638	144	144	287
Employer Contributions: Simple IRA	3,274	971	199	1,945	956	0	7,345	58	58	115
EAP Services	0	0	0	0	0	0	0	0	0	0
<b>TOTAL PERSONNEL SERVICES</b>	<b>122,290</b>	<b>35,812</b>	<b>16,698</b>	<b>74,479</b>	<b>40,925</b>	<b>72</b>	<b>290,276</b>	<b>15,511</b>	<b>15,511</b>	<b>31,023</b>
Building Official Services	5,000						5,000			0
Consulting Services	1,000						1,000			0
Zoning and Engineering Services	25,000						25,000			0
Legal Services	35,000						35,000			0
Audit Services		7,500					7,500			0
Payroll Processing		600					600			0
<b>TOTAL PROFESSIONAL SERVICES</b>	<b>66,000</b>	<b>8,100</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>74,100</b>	<b>0</b>	<b>0</b>	<b>0</b>
Website Support	250						250			0
A/V and Recording Equipment R & M	1,000						1,000			0
Phone Support Services	1,000						1,000			0
Phone Service	1,200						1,200			0
Internet Service	1,200			500			1,700			0
Hardware/Software Upgrades	5,000						5,000			0
IT Support Services	5,000						5,000			0
<b>TOTAL INFORMATION TECHNOLOGY SERVICES</b>	<b>14,650</b>	<b>0</b>	<b>0</b>	<b>500</b>	<b>0</b>	<b>0</b>	<b>15,150</b>	<b>0</b>	<b>0</b>	<b>0</b>
Office Supplies	1,000		500	500			2,000	600	600	1,200
Operational Supplies	1,000		500	1,000			2,500	1,700	1,700	3,400
Books/Periodicals	0						0	0	0	0
Janitorial Supplies					1,000		1,000			0
Uniforms				900	1,500		2,400			0
<b>TOTAL MATERIALS AND SUPPLIES</b>	<b>2,000</b>	<b>0</b>	<b>1,000</b>	<b>2,400</b>	<b>2,500</b>	<b>0</b>	<b>7,900</b>	<b>2,300</b>	<b>2,300</b>	<b>4,600</b>
Elections	2,700						2,700			0
Copier Lease, Contract and Fees	3,300						3,300			0
Postage	1,800						1,800			0
Postal Meter Rental	300						300			0
Reproduction Services	0			0			0			0
<b>TOTAL OPERATIONAL SERVICES</b>	<b>8,100</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8,100</b>	<b>0</b>	<b>0</b>	<b>0</b>

ACTIVITY	ADMINISTRATION	FINANCE	PARKS AND EVENTS	PUBLIC SAFETY	PUBLIC WORKS	GOVERNING BODY	TOTAL	SPRING ARTS & CRAFT SHOW	FALL ARTS & CRAFT SHOW	TOTAL
Refuse Collection Contract					60,000		60,000			0
Equipment Rental					2,500		2,500	16,500	16,500	33,000
Entertainment			0				0	1,000	1,000	2,000
<b>TOTAL CONTRACTS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>62,500</b>	<b>0</b>	<b>62,500</b>	<b>17,500</b>	<b>17,500</b>	<b>35,000</b>
Insurance (VML)	17,000						17,000			0
<b>TOTAL INSURANCE</b>	<b>17,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>17,000</b>	<b>0</b>	<b>0</b>	<b>0</b>
Electronic Newsletter	250						250			0
Design/Print - Auto Decals	500						500			0
Design/Print - Newsletter	0						0			0
Postage - Newsletter	2,800						2,800			0
<b>TOTAL PUBLIC INFORMATION</b>	<b>3,550</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,550</b>	<b>0</b>	<b>0</b>	<b>0</b>
Advertising - Legal	2,000						2,000			0
Advertising - Marketing			2,000				2,000	10,000	10,000	20,000
Community/Business Support			15,000				15,000			0
Other Promotional	500						500			0
<b>TOTAL ADVERTISING</b>	<b>2,500</b>	<b>0</b>	<b>17,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>19,500</b>	<b>10,000</b>	<b>10,000</b>	<b>20,000</b>
Conferences	2,200			550			2,750			0
Membership and Dues	1,600			200			1,800			0
Travel Reimbursement	1,500			200			1,700			0
Employee Training	2,000			2,000			4,000			0
Boards and Commissions Training	500						500			0
<b>TOTAL TRAINING AND TRAVEL</b>	<b>7,800</b>	<b>0</b>	<b>0</b>	<b>2,950</b>	<b>0</b>	<b>0</b>	<b>10,750</b>	<b>0</b>	<b>0</b>	<b>0</b>
Town Vehicles				0	0		0			0
Street Sweeper					1,500		1,500			0
Maintenance and Repairs				500	500		1,000			0
Fuel				3,800	3,600		7,400			0
Equipment & Tools				8,200	1,500		9,700			0
<b>TOTAL VEHICLES AND EQUIPMENT</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12,500</b>	<b>7,100</b>	<b>0</b>	<b>19,600</b>	<b>0</b>	<b>0</b>	<b>0</b>
Town Holiday Party			1,500				1,500			0
Volunteer Recognition (CS and B/C)			1,500				1,500			0
Parks/Town Hall Decorations			1,000				1,000			0
Wreath Installation and Maintenance					2,000		2,000			0
Utilities - Electricity	1,500						1,500			0
<b>TOTAL SEASONAL</b>	<b>1,500</b>	<b>0</b>	<b>4,000</b>	<b>0</b>	<b>2,000</b>	<b>0</b>	<b>7,500</b>	<b>0</b>	<b>0</b>	<b>0</b>
Security Services					700		700			0
Elevator Inspection/Maintenance					300		300			0
Janitorial Services					2,500		2,500			0
Window Washing					300		300			0
Events			0				0			0
Equipment Maintenance Contracts					350		350			0
Exterminating Services					120		120			0
Utilities - Gas/Water/Elec	3,000						3,000			0

TOTAL TOWN HALL										
	3,000	0	0	0	4,270	0	7,270	0	0	0
ACTIVITY	ADMINISTRATION	FINANCE	PARKS AND EVENTS	PUBLIC SAFETY	PUBLIC WORKS	GOVERNING BODY	TOTAL	SPRING ARTS & CRAFT SHOW	FALL ARTS & CRAFT SHOW	TOTAL
OHS Subsidy (Mill Museum Payroll)	6,000						6,000			
Equipment Maintenance Contract					0		0			0
Exterminating Services					120		120			0
Repairs and Maintenance					500		500			0
<b>TOTAL MILL HOUSE MUSEUM</b>	<b>6,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>620</b>	<b>0</b>	<b>6,620</b>	<b>0</b>	<b>0</b>	<b>0</b>
Equipment Maintenance Contracts					0		0			0
Exterminating Services					120		120			0
Repairs and Maintenance					500		500			0
<b>TOTAL VISITORS CENTER</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>620</b>	<b>0</b>	<b>620</b>	<b>0</b>	<b>0</b>	<b>0</b>
Exterminating Services					120		120			0
Equipment Maintenance Contracts					0		0			0
Utilities - Electricity/Water	600						600			0
Repairs and Maintenance					1,500		1,500			0
<b>TOTAL MAINTENANCE YARD (Commerce)</b>	<b>600</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,620</b>	<b>0</b>	<b>2,220</b>	<b>0</b>	<b>0</b>	<b>0</b>
Exterminating Services					120		120			0
Repairs and Maintenance					250		250			0
<b>TOTAL MILL STREET STORAGE FACILITY</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>370</b>	<b>0</b>	<b>370</b>	<b>0</b>	<b>0</b>	<b>0</b>
Special Events							0			0
Restroom Janitorial Services/Supplies					3,900		3,900			0
Winterization					250		250			0
Maintenance and Repairs					1,000		1,000			0
Landscaping					1,500		1,500			0
Utilities - Water, Sewer, Electricity	1,500						1,500			0
Exterminator Services					120		120			0
Equipment Maintenance Contracts					300		300			0
<b>TOTAL RIVER PARK AND FACILITY</b>	<b>1,500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,070</b>	<b>0</b>	<b>8,570</b>	<b>0</b>	<b>0</b>	<b>0</b>
Special Events			1,000				1,000			0
Public Dock					1,000		1,000			0
Winterization					250		250			0
Maintenance and Repairs					1,500		1,500			0
Landscaping					3,000		3,000			0
Utilities - Water	50						50			0
<b>TOTAL MAMIE DAVIS PARK</b>	<b>50</b>	<b>0</b>	<b>1,000</b>	<b>0</b>	<b>5,750</b>	<b>0</b>	<b>6,800</b>	<b>0</b>	<b>0</b>	<b>0</b>
Special Events			0				0			0
Maintenance and Repairs					0		0			0
<b>TOTAL TANYARD HILL ROAD PARK</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Maintenance and Repairs					0		0			0
<b>TOTAL FURNACE BRANCH PARK</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

ACTIVITY	ADMINISTRATION	FINANCE	PARKS AND EVENTS	PUBLIC SAFETY	PUBLIC WORKS	GOVERNING BODY	TOTAL	SPRING ARTS & CRAFT SHOW	FALL ARTS & CRAFT SHOW	TOTAL
Street Painting					500		500			0
Brick Sidewalks Maintenance and Repairs					500		500			0
Asphalt Repairs					500		500			0
Snow Removal					5,000		5,000			0
Leaf Collection					0		0			0
<b>TOTAL STREETS AND SIDEWALKS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,500</b>	<b>0</b>	<b>6,500</b>	<b>0</b>	<b>0</b>	<b>0</b>
Gas Light Maintenance and Repair					1,000		1,000			0
Town Signage Maintenance/Repairs					500		500			0
Public Gardens					1,000		1,000			0
Landscaping					5,000		5,000			0
Street Tree Maintenance/Repairs					2,500		2,500			0
Public Trash Containers					1,500		1,500			0
<b>TOTAL HISTORIC DISTRICT</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>11,500</b>	<b>0</b>	<b>11,500</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTALS</b>	<b>\$256,540</b>	<b>\$43,912</b>	<b>\$39,698</b>	<b>\$92,829</b>	<b>\$153,345</b>	<b>\$72</b>	<b>\$586,396</b>	<b>\$45,311</b>	<b>\$45,311</b>	<b>\$90,623</b>

## TOWN OF OCCOQUAN PROPOSED FY 2016 BUDGET - REVENUES

FUND	GENERAL FUND - REVENUES
DEPT	OPERATING

Real Estate Tax Rate of:                      \$    0.12 per \$100

ACCOUNT	FY 2014 Budget	FY 2014 Actual	FY 2015 Budget	FY 2015 12/31/2014	FY 2015 Projected	FY 2016 Budget	% Increase to 2015 Budget	% Increase to 2015 Projected
<b>Taxes</b>								
Real Estate	169,234.00	164,340.16	192,971.00	(144.19)	183,971.17	214,115.63	11.0%	16.4%
Meals Tax	92,700.00	106,172.45	97,325.00	56,054.53	110,100.00	165,218.00	69.8%	50.1%
Sales Tax	26,400.00	27,723.34	28,200.00	12,692.72	26,000.00	26,200.00	-7.1%	0.8%
Utility Tax	76,800.00	30,372.48	75,500.00	15,271.31	30,543.00	31,000.00		1.5%
Communications Tax	-	46,554.87	-	23,299.75	46,600.00	46,600.00		0.0%
<b>Fees/Licenses</b>								
Auto Decals	12,750.00	9,784.00	10,000.00	10,150.00	10,500.00	10,600.00	6.0%	1.0%
Business Licenses	52,000.00	61,572.70	60,000.00	8,673.26	65,000.00	60,000.00	0.0%	-7.7%
Late Fees	-	1,748.65	-	686.19	2,000.00	2,000.00		0.0%
Fines - Public Safety	17,000.00	4,794.82	12,000.00	6,057.26	10,057.00	12,000.00	0.0%	19.3%
Architectural Review Board Fees	-	190.00	-	220.00	440.00	500.00		13.6%
Precious Metal License	-	600.00	-	200.00	600.00	600.00		0.0%
ATM Fees	-	2,405.00	-	1,500.00	3,000.00	2,000.00		-33.3%
Dock Fees	-	332.00	-	182.00	350.00	350.00		0.0%
Engineering Fees	-	1,625.00	-	1,025.00	2,200.00	2,000.00		-9.1%
Administrative Fees	5,100.00	262.81	7,000.00	675.20	2,000.00	2,000.00	-71.4%	0.0%
Service Revenue - Bldg Official	-	-	-	-	-	-		
Service Revenue - Engineering	-	-	-	-	4,097.00	-		
Service Revenue - Legal	-	-	-	-	-	-		
<b>Grants</b>								
Litter Grant	-	1,060.00	1,000.00	1,059.00	1,059.00	1,000.00	0.0%	-5.6%
Public Safety (HB 599)	21,300.00	22,672.89	21,300.00	10,648.00	21,300.00	21,300.00	0.0%	0.0%
Safety (VML)	-	-	-	-	-	1,000.00	-	-
<b>Rentals</b>								
Mamie Davis Park	-	1,350.00	-	600.00	1,400.00	1,000.00	-	-28.6%
Town Hall	-	350.00	-	150.00	300.00	500.00	-	66.7%
River Mill Park	-	-	-	-	-	-	-	-
<b>Other</b>								
General Fund Interest	-	76.24	-	150.08	300.00	300.00	-	0.0%
Mamie Davis Interest	-	765.45	-	300.83	600.00	600.00	-	0.0%
Other	60,000.00	10,303.62	-	1,100.00	2,108.00	-	-	-
<b>TOTAL</b>	<b>533,284.00</b>	<b>495,056.48</b>	<b>505,296.00</b>	<b>150,550.94</b>	<b>524,525.17</b>	<b>600,883.63</b>	<b>18.9%</b>	<b>14.6%</b>

FUND		CRAFT SHOW FUND - REVENUES									
DEPT		EVENTS									
ACCOUNT		FY 2014 Budget	FY 2014 Actual	FY 2015 Budget	FY 2015 12/31/2014	FY 2015 Projected	FY 2016 Budget	% increase to 2015 Budget	% increase to 2015 Projected		
	Sponsorships	-	-	-	-	5,000.00	10,000.00	N/A	100.0%		
	Booth Rentals		167,375.79		78,136.62	148,460.00	158,500.00	N/A	6.8%		
	Shuttle Fare		41,300.35		26,309.70	49,980.00	47,300.00	N/A	-5.4%		
	Parking Space Sales		1,150.00		1,425.00	3,000.00	3,000.00	N/A	0.0%		
	Tent Rentals					525.00	525.00	N/A	0.0%		
	Merchandise					1,500.00	3,500.00	N/A	133.3%		
	<b>Total</b>	<b>-</b>	<b>209,826.14</b>	<b>205,000.00</b>	<b>105,871.32</b>	<b>208,465.00</b>	<b>222,825.00</b>	<b>8.7%</b>	<b>6.9%</b>		

**PROPOSED FY 2016 CAPITAL IMPROVEMENT FUND  
TEN YEAR CAPITAL IMPROVEMENTS PLAN FY 2016 - 2025**

FY2016-2020		FISCAL YEAR					TOTALS		FUNDING SOURCES			
Dept	PROJECT	FY16	FY17	FY18	FY19	FY20	Project Total	Dept Total	Bond	CIP	Grants, Other	TBD
<b>Public Works</b>												
	Mill Street Revitalization Project	150,000					150,000			150,000		
	Intersection Improvements (See Infrastructure Schedule)		10,000	10,000	10,000	10,000	40,000			50,000		
	Street Maintenance (See Infrastructure Schedule)		8,000	8,000	8,000	8,000	32,000			40,000		
	Sidewalk Maintenance (See Infrastructure Schedule)		5,000	5,000	5,000	5,000	20,000			25,000		
	Building Maintenance (See Building Maintenance Schedule)	5,000	5,000	5,000	5,000	5,000	25,000			25,000		
	Stormwater Management	5,000	5,000	5,000	5,000	5,000	25,000			25,000		
	Street Tree Maintenance		5,000	5,000	5,000	5,000	20,000			20,000		
	Trash/Recycling Containers Replacement		11,000	11,000	11,000		33,000			30,000	3,000	
	Town Hall Renovations		20,000				20,000			17,000	3,000	
	Annex Property Improvements	10,000					10,000			10,000		
	Street Sweeper Replacement				25,000		25,000			25,000		
	Gas Light Replacement						0					
	Historic District Parking Facility						0					
	Parking/Traffic Study			10,000			10,000	<b>\$410,000</b>		10,000		
<b>Parks</b>												
	Tanyard Hill Parcel - Site Research	5,000					5,000			5,000		
	Tanyard Hill Parcel - Improvements (Trail)						0					
	Furnace Branch Park (Site Research and Planning)		5,000				5,000			5,000		
	Furnace Branch Park (Site Prep/Planning)			10,000			10,000			10,000		
	Furnace Branch Park (Site Build)				15,000		15,000			15,000		
	River Park Project	750,000					750,000			750,000		
	Canoe/Kayak Ramp	36,000					36,000			7,500	28,500	
	Mamie Davis Park Renovations/Upgrades				5,000		5,000			5,000		
	Riverwalk Boardwalk						0	<b>\$826,000</b>				
<b>Public Safety</b>												
	Police Vehicle				45,000		45,000				45,000	
	In-Vehicle Laptop Replacement			2,000			2,000				2,000	
	Body Armor			2,000			2,000				2,000	
	Body/In-Car Camera System		7,000				7,000	<b>\$56,000</b>			7,000	
<b>Information Technology</b>												
	Computer Upgrades/Replacement			10,000		5,000	15,000			15,000		
	Server Room Relocation		5,000				5,000			5,000		
	Financial System		10,000				10,000			10,000		
	Website Redesign			15,000			15,000			15,000		
	A/V Equipment - Town Hall	5,000					5,000	<b>\$50,000</b>		5,000		
<b>Administration</b>												
	Document Management System	20,000					20,000			20,000		
	Town Code Recodification/Legal Review	12,000					12,000			12,000		
	Conference Room - Town Hall	2,000					2,000			8,000		
	Comprehensive Plan Review/Update	5,000					5,000	<b>\$39,000</b>		5,000		
<b>TOTALS</b>		<b>\$1,005,000</b>	<b>\$96,000</b>	<b>\$98,000</b>	<b>\$139,000</b>	<b>\$43,000</b>	<b>\$1,231,000</b>		<b>\$0</b>	<b>\$569,500</b>	<b>\$840,500</b>	<b>\$0</b>

**PROPOSED FY 2016 CAPITAL IMPROVEMENT FUND  
TEN YEAR CAPITAL IMPROVEMENTS PLAN FY 2016 - 2025**

FY2021-2025	FISCAL YEAR					TOTALS		FUNDING SOURCES				
	PROJECT	FY21	FY22	FY23	FY24	FY25	Project Total	Dept Total	Bond	CIP	Grants, Other	TBD
<b>Public Works</b>												
	Intersection Improvements (See Infrastructure Schedule)	10,000	10,000	10,000	10,000	10,000	50,000		50,000			
	Street Maintenance (See Infrastructure Schedule)	8,000	8,000	8,000	8,000	8,000	40,000		40,000			
	Sidewalk Maintenance (See Infrastructure Schedule)	5,000	5,000	5,000	5,000	5,000	25,000		25,000			
	Building Maintenance (See Building Maintenance Schedule)	5,000	5,000	5,000	5,000	5,000	25,000		25,000			
	Stormwater Management	5,000	5,000	5,000	5,000	5,000	25,000		25,000			
	Maintenance Vehicle			45,000			45,000		45,000			
	Historic District Underground Power Lines						0					
	Town Hall Renovations	10,000				10,000	20,000		20,000			
<b>Parks</b>												
	Mamie Davis Park Renovations/Upgrades				5,000		5,000		5,000			
	River Park Renovations/Upgrades					5,000	5,000		5,000			
	Tanyard Hill Park Renovations/Upgrades			5,000			5,000		5,000			
	Furnace Branch Park Renovations/Upgrades				5,000		5,000		5,000			
	Riverwalk Boardwalk						0					
<b>Public Safety</b>												
	Police Radios	20,000					20,000			20,000		
	Police Vehicle					45,000	45,000			45,000		
	Body Armor			2,000			2,000			2,000		
<b>Information Technology</b>												
	Computer Upgrades/Replacement		10,000		5,000		15,000		15,000			
	A/V Equipment						0					
<b>Administration</b>												
	Town Code Recodification/Legal Review	10,000					10,000		10,000			
	Comprehensive Plan Review/Update	5,000					5,000		5,000			
	<b>TOTALS</b>	<b>\$78,000</b>	<b>\$43,000</b>	<b>\$85,000</b>	<b>\$48,000</b>	<b>\$93,000</b>	<b>\$347,000</b>		<b>\$0</b>	<b>\$280,000</b>	<b>\$67,000</b>	<b>\$0</b>

**PROPOSED FY 2016-2025 CAPITAL IMPROVEMENTS PLAN SUMMARY**

Dept	PROJECT	FISCAL YEAR					TOTALS	Dept Total
		FY16	FY17	FY18	FY19	FY20	Project Total	
<b>Public Works</b>		<b>170,000</b>	<b>69,000</b>	<b>59,000</b>	<b>74,000</b>	<b>38,000</b>	<b>410,000</b>	
	Mill Street Revitalization	150,000					150,000	
	Intersection Improvements (See Infrastructure Schedule)	0	10,000	10,000	10,000	10,000	40,000	
	Street Maintenance (See Infrastructure Schedule)	0	8,000	8,000	8,000	8,000	32,000	
	Sidewalk Maintenance (See Infrastructure Schedule)	0	5,000	5,000	5,000	5,000	20,000	
	Building Maintenance (See Infrastructure Schedule)	5,000	5,000	5,000	5,000	5,000	25,000	
	Stormwater Management	5,000	5,000	5,000	5,000	5,000	25,000	
	Street Tree Maintenance	0	5,000	5,000	5,000	5,000	20,000	
	Trash/Recycling Containers Replacement	0	11,000	11,000	11,000	0	33,000	
	Town Hall Renovations	0	20,000	0	0	0	20,000	
	Annex Property Improvements	10,000	0	0	0	0	10,000	
	Street Sweeper Replacement	0	0	0	25,000	0	25,000	
	Gaslight Replacement	0	0	0	0	0	0	
	Historic District Parking Facility	0	0	0	0	0	0	
	Parking/Traffic Study	0	0	10,000	0	0	10,000	<b>\$410,000</b>
	Bond	0	0	0	0	0	0	
	CIP	170,000	65,000	58,000	73,000	38,000	404,000	
	Grants, Other	0	4,000	1,000	1,000	0	6,000	
	TBD	0	0	0	0	0	0	
	<b>Total Funding</b>	<b>170,000</b>	<b>69,000</b>	<b>59,000</b>	<b>74,000</b>	<b>38,000</b>	<b>410,000</b>	

Dept	PROJECT	FISCAL YEAR					TOTALS	Dept Total
		FY16	FY17	FY18	FY19	FY20	Project Total	
<b>Parks</b>		<b>791,000</b>	<b>5,000</b>	<b>10,000</b>	<b>20,000</b>	<b>0</b>	<b>826,000</b>	
	Tanyard Hill Parcel - Site Research	5,000	0	0	0	0	5,000	
	Tanyard Hill Parcel - Improvements (Trail)	0	0	0	0	0	0	
	Furnace Branch Park (Site Research and Planning)	0	5,000	0	0	0	5,000	
	Furnace Branch Park (Site Prep/Planning)	0	0	10,000	0	0	10,000	
	Furnace Branch Park (Site Build)	0	0	0	15,000	0	15,000	
	River Park Project	750,000	0	0	0	0	750,000	
	Canoe/Kayak Ramp	36,000	0	0	0	0	36,000	
	Mamie Davis Park Renovations/Upgrades	0	0	0	5,000	0	5,000	
	Riverwalk Boardwalk	0	0	0	0	0	0	<b>\$826,000</b>
	Bond	0	0	0	0	0	0	
	CIP	12,500	5,000	10,000	20,000	0	47,500	
	Grants, Other	778,500	0	0	0	0	778,500	
	TBD	0	0	0	0	0	0	
	<b>Total Funding</b>	<b>791,000</b>	<b>5,000</b>	<b>10,000</b>	<b>20,000</b>	<b>0</b>	<b>826,000</b>	
<b>Public Safety</b>		<b>0</b>	<b>7,000</b>	<b>4,000</b>	<b>45,000</b>	<b>0</b>		
	Police Vehicle	0	0	0	45,000	0	45,000	
	In-Vehicle Laptop Replacement	0	0	2,000	0	0	2,000	
	Body Armor	0	0	2,000	0	0	2,000	
	Body/In-Car Camera System	0	7,000	0	0	0	7,000	<b>\$56,000</b>
	Bond	0	0	0	0	0	0	
	CIP	0	0	0	0	0	0	
	Grants, Other	0	7,000	4,000	45,000	0	56,000	
	TBD	0	0	0	0	0	0	
	<b>Total Funding</b>	<b>0</b>	<b>7,000</b>	<b>4,000</b>	<b>45,000</b>	<b>0</b>	<b>56,000</b>	

Dept	PROJECT	FISCAL YEAR					TOTALS	Dept Total	
		FY16	FY17	FY18	FY19	FY20	Project Total		
<b>Information Technology</b>		<b>5,000</b>	<b>15,000</b>	<b>25,000</b>	<b>0</b>	<b>5,000</b>	<b>50,000</b>		
	Computer Upgrades	0	0	10,000	0	5,000	15,000		
	Server Room Relocation	0	5,000	0	0	0	5,000		
	Financial System	0	10,000	0	0	0	10,000		
	Website Redesign	0	0	15,000	0	0	15,000		
	A/V Equipment - Town Hall	5,000	0	0	0	0	5,000		<b>\$50,000</b>
	Bond	0	0	0	0	0	0		
	CIP	5,000	15,000	25,000	0	5,000	50,000		
	Grants, Other	0	0	0	0	0	0		
	TBD	0	0	0	0	0	0		
	<b>Total Funding</b>	<b>5,000</b>	<b>15,000</b>	<b>25,000</b>	<b>0</b>	<b>5,000</b>	<b>50,000</b>		
<b>Administration</b>		<b>39,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>39,000</b>		
	Document Management System	20,000	0	0	0	0	20,000		
	Town Code Recodification/Legal Review	12,000	0	0	0	0	12,000		
	Council Dais Chairs/Conference Room Table	2,000	0	0	0	0	2,000		
	Comprehensive Plan Review/Update	5,000	0	0	0	0	5,000	<b>\$39,000</b>	
	Bond	0	0	0	0	0	0		
	CIP	39,000	0	0	0	0	39,000		
	Grants, Other	0	0	0	0	0	0		
	TBD	0	0	0	0	0	0		
	<b>Total Funding</b>	<b>39,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>39,000</b>		

<b>Totals</b>		<b>FY16</b>	<b>FY17</b>	<b>FY18</b>	<b>FY19</b>	<b>FY20</b>
	Bond	0	0	0	0	0
	CIP	226,500	85,000	93,000	93,000	43,000
	Grants, Other	778,500	11,000	5,000	46,000	0
	TBD	0	0	0	0	0
	<b>Total Funding Per FY</b>	<b>1,005,000</b>	<b>96,000</b>	<b>98,000</b>	<b>139,000</b>	<b>43,000</b>



# TOWN OF OCCOQUAN

## Vehicle and Equipment Replacement Schedule FY 2016 - FY 2025

### **Background**

The purpose of this document is to outline a vehicle and equipment replacement plan for the next ten years. The Vehicle and Equipment Replacement Schedule includes vehicles and equipment owned and maintained by the Town of Occoquan and is intended to serve as a guide in providing direction to meet the needs of the organization. This is a living document that will be modified and updated annually in conjunction with the budgeting process to reflect changes within the organization and within the community.

### **Acquisition**

The Town will participate in acquisition practices that will allow the town to obtain the lowest possible price at the highest possible quality. Any requests for new equipment must be cost justified and included as part of the annual budgeting process.

### **Maintenance**

The Town will participate in vehicle and equipment maintenance practices that will keep vehicles and equipment in sound operating condition. These practices will follow manufacturer recommendations and preventative maintenance procedures, and will be performed in order to extend the useful life of the equipment.

### **Replacement**

The recommended useful life for the equipment and vehicles listed within this document are based on manufacturer recommendations and the practices and procedures of other municipalities within the region. We recognize that replacing vehicles or equipment too soon or too late increases costs to the town. The approach taken is to analyze the costs associated with a vehicle and/or equipment and identify the point when, on average, it is reasonably depreciated, but has not yet incurred significant maintenance costs. By replacing the vehicle or equipment at this point, the Town can avoid escalating maintenance costs and optimize vehicle or equipment resale. The factors taken into consideration in the development of the replacement schedule include: mileage, age and type of use.

The replacement of the listed vehicles and equipment are included in the Capital Improvement Plan.

## Town Vehicles Replacement Schedule

Activity	Vehicle	Purchased	Purchase Price	Average Mileage Per Year	Useful Life
Public Safety	2014 Ford Explorer	9/19/2013	\$34,653.76	15,000	6 Years (FY 19)
Public Works	2013 Ford F350	9/19/2013	\$37,296.81	3,700	10 Years (FY 23)

## Town Equipment Replacement Schedule

Public Works				
Equipment	Purchased	Purchase Price	Annual Use	Useful Life
Tennant Model S20 Street Sweeper	11/2009	~\$25,000	Weekly	10 Years (FY19)
Snow Blower	~2009	~\$500	3X a Year	10 Years
Public Safety				
Body Armor	7/2013	\$600	Daily	5 Years (FY18)
Information Technology				
Equipment	Purchased	Purchase Price	Annual Use	Useful Life
Dell Desktop Computers and Monitors (5)	8/2013	\$5,200	Daily	4 Years (FY18)
Dell Server T320	8/2013	\$4,050	Daily	6 Years (FY20)
Police Cruiser Laptop	1/2013	\$1,800	Daily	4 Years (FY17)
Public Safety - Radios	1/2013	\$14,785	Daily	7 Years (FY21)
Public Safety - Radar	9/2013	\$1,443	Daily	10 Years (FY23)
Public Safety - Lidar	9/2013	\$1,903	Daily	10 Years (FY23)
FTR Recording System	10/2014	\$4,800	Monthly	10 Years (FY24)



# TOWN OF OCCOQUAN

## Infrastructure and Building Management Program

### FY 2016 - FY 2025

### Street Maintenance - Paving Program

#### BACKGROUND

During the summer of 2014, the Virginia Department of Transportation (VDOT) assisted the Town in rating the condition of its roads including River Road, Center Street, Poplar Alley, W. Locust Street, Cooper’s Alley and McKenzie Drive. The following rating system was used in scheduling the repaving and maintenance timeline and is identified below for each section of roadway:

Acceptable			Deficient	
Excellent	Good	Fair	Poor	Very Poor
90-100	89-70	69-60	59-50	Less than 49

#### STREET PAVING SCHEDULE

FY Year	Street	From	To	VDOT Rating (2015)	Application
2015	River Road	E. Locust Street	Dead End	38	Paving
2016	Poplar Alley	Ellicott Street	Washington Street	62	Paving
2017	Poplar Alley	Union Street	Washington Street	N/A	Speed Bump Rehab
2018	W. Locust Street	Washington Street	House #206	69	Paving
2019	Mill St Parking Lot				Paving
2020	McKenzie Drive	Ellicott Street	Fortress Way	70	Paving
2021	Center Street	Ellicott Street	Washington Street	79	Paving
2022	Ellicott Street Parking Lot			N/A	Paving

2025	Cooper's Alley	Mill Street	Dead End	84	Paving
2026	Poplar Alley	Washington Street	Dead End	90	Paving

**Street Maintenance - Striping Program**

**Fiscal Year 2016:** Restripe all Town roads, existing cross walks on town roads and parking lots. Perform every five (5) years. VDOT roads were restriped during Fiscal Year 2015.

**TOWN STREET STRIPING SCHEDULE:**      **FY 2016**      **FY 2021**      **FY 2026**

**Mill Street Revitalization Program**

During the March 17, 2015 FY 2016 Budget Work Session, the Town Council requested that projects regarding intersection, street, sidewalk and street tree improvements be consolidated in an effort to focus on improvements on Mill Street within a shortened time frame than what is outlined within the proposed Infrastructure Maintenance Program. Staff is working to identify grant funding opportunities and develop an implementation plan to include the ability to underground utilities, revitalize and/or replace gas light fixtures, rehabilitate brick sidewalks, upgrade intersections to install crosswalks and pedestrian safety measures, and replace street trees with appropriate street trees that impact and promote more efficient storm water management practices. The FY 2016 Capital Improvement Plan allocated \$150,000 toward the first-year effort, with a focus on Mill Street.

The remainder of this document identifies key intersections and sidewalks that will be incorporated as appropriate into the Mill Street Revitalization Program.

**Intersection Improvements Program**

**BACKGROUND**

The Town of Occoquan is largely a pedestrian community, with much of its downtown area concentrated in a walkable location spanning a few blocks. The Town Council has made it a priority to focus on pedestrian access and safety, and as a result, focus has been placed on updating our sidewalks in order to install crosswalks to promote walkability and pedestrian safety. The Town has identified key intersections that will need to be brought up to current standards in order for the Virginia Department of Transportation to install crosswalks on VDOT owned roads. The Proposed FY 2016-2026 Capital Improvement Plan has annually identified funding for intersection improvements. The schedule below prioritizes intersection improvements and coincides with the brick sidewalk improvement schedule.

## INTERSECTION IMPROVEMENT SCHEDULE

FY Year	Intersection Location	Location of Proposed Crosswalk
2016	Mill Street/ Washington Street	1. Crossing Washington Street 2. Crossing Mill Street
2017	Mill Street/ Ellicott Street	1. Crossing Ellicott Street 2. Crossing Mill Street
2018	Mill Street/Union Street	1. Crossing Mill Street (impacts parking)
2019	Washington Street (near Occoquan Heights)	Crosswalk connection at safe location
2019	West End of Mill Street	Crossing Mill Street at Mill House Museum
2020	Union Street/Commerce Street	Crosswalk existing, update to meet current standards
2021	Commerce Street/Ellicott Street	Crosswalk existing, update to meet current standards
2022	Commerce/Washington Street	Crosswalk existing, update to meet current standards

### Brick Sidewalk Improvements Program

#### BACKGROUND

The Town is responsible for maintaining town-owned brick sidewalks.

#### BRICK SIDEWALK MAINTENANCE AND INSTALLATION SCHEDULE

FY Year	Street	From	To	Application
2016	Mill Street	Town Parking Lot	Union Street	Maintenance and Install
2016	Town Hall	N/A	N/A	Maintenance/Replacement
2017	Ellicott Street	Mill Street	McKenzie	Maintenance and Install
2017	Commerce Street	123	Ellicott Street	Maintenance and Install
2018	Mill Street	Union Street	Ellicott	Maintenance/Replacement
2019	Washington Street	Mill Street	Mount High Street	Maintenance and Install
2020	Mill Street	Ellicott	West End	Maintenance/Replacement

## **Town Building Maintenance Program**

### **BACKGROUND**

The town owns five buildings and one park structure, and will soon own two more park structures at the new River Mill Park once it is completed in early 2016. The annual budget incorporates normal maintenance costs for each of these facilities including window washing, painting, minor repairs, etc. The capital improvement plan incorporates long term investments including renovations, roof and window replacement, HVAC system upgrades and other long-term capital projects that relates to the health, safety and longevity of the structure.

#### **Town Hall, 314 Mill Street**

The Town's administrative and public safety offices are housed in Town Hall. The Town utilizes this facility for town operations, town government meetings and activities, community meetings and special events.

Over the years, minor enhancements have been made to the building in an effort to meet the changing needs of the staff and community, and respond to safety and maintenance issues. The building in general is in need of updates that will improve efficiencies in both energy usage and functionality.

#### **Maintenance Facility,**

The Town's Maintenance Facility, also known as the Town Annex, is used as a maintenance facility for town public works operations and storage for town documents.

#### **Mill House Museum, 413 Mill Street**

The Mill House Museum is leased from the Town and operated by the Occoquan Historical Society, but owned and maintained by the Town of Occoquan.

#### **Visitor Center, 200 Mill Street**

The Prince William County Visitor Center is leased from the Town and operated by Discover Prince William and Manassas, but owned and maintained by the Town of Occoquan.

#### **Storage Building, (Former PWCSWA Pump Station) Near Intersection of Washington and Mill Streets**

The Town acquired Prince William County Solid Waste Authority's former pump station building on Mill Street (near the intersection of Washington and Mill Streets) in late 2014, and currently uses it for town storage. It is recommended that in conjunction with the addition of the storage facility at the new River Mill Park during the upcoming fiscal year that the storage building be demolished.

## BUILDING MAINTENANCE SCHEDULE

<b>TOWN HALL</b>			
<b>Equipment</b>	<b>Installation Date</b>	<b>Useful Life</b>	<b>Estimated Replacement</b>
Roof	Unknown	30 Years	Nearing End of Life FY17
Windows	Unknown	N/A - Recommend replacement for energy conservation and increased security	Upgrade for Energy Efficiency FY17
HVAC Upstairs Unit			
HVAC Downstairs Unit			
Furnace/Boiler	Unknown		
Water Heater	Unknown		
<b>MAINTENANCE FACILITY</b>			
<b>Equipment</b>	<b>Installation Date</b>	<b>Useful Life</b>	<b>Estimated Replacement</b>
Roof		30 Years	
Windows			
HVAC	August 2014		
Garage Door		Showing age, rust	
<b>MILL HOUSE MUSEUM</b>			
<b>Equipment</b>	<b>Installation Date</b>	<b>Useful Life</b>	<b>Estimated Replacement</b>
Roof			
Windows			
HVAC			
Boiler			
<b>VISITOR'S CENTER</b>			
<b>Equipment</b>	<b>Installation Date</b>	<b>Useful Life</b>	<b>Estimated Replacement</b>
Roof			
Windows			
HVAC			



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

<b>8. Public Hearing</b>	<b>Meeting Date: April 7, 2015</b>
<b>8 B: Cable Television Franchise Renewal Agreement Between the Town of Occoquan and Comcast of Virginia, LLC</b>	

**Explanation and Summary:**

This is a public hearing on a cable television franchise renewal agreement between the Town of Occoquan and Comcast of Virginia, LLC. The current franchise agreement was adopted on October 15, 2001. This public hearing is an opportunity for the public to provide comment on the renewal agreement.

The draft renewal agreement maintains a majority of the stipulations contained within the current agreement; however, Section 13, Public, Educational and Governmental Access (PEG) is a new addition. This section permits fees (\$.10 a subscriber per month) to be collected from users to be provided to the Town of Occoquan for use on cable-related capital items.

This public hearing was advertised in Prince William Today on March 24, and April 3, 2015.

**Proposed/Suggested Motion:**

"I move to close the public hearing."

OR

Other action Council deems appropriate

**Attachments: (3)    Advertisement - Prince William Today**  
**Draft Franchise Agreement Renewal with Comcast Virginia**  
**Current Franchise Agreement with Comcast Virginia, O-2002-01**

CABLE FRANCHISE AGREEMENT

BETWEEN

TOWN OF OCCOQUAN

AND

COMCAST OF VIRGINIA, LLC

**DRAFT**

Public Hearing

April 7, 2015, 7:00 pm

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**CABLE TELEVISION FRANCHISE AGREEMENT BETWEEN TOWN OF  
OCCOQUAN, VIRGINIA AND COMCAST OF VIRGINIA, INC.**

**THIS CABLE FRANCHISE AGREEMENT** (the “Franchise” or “Agreement”) is entered in to by and between the Town of Occoquan, (the Franchising Authority) and Comcast of Virginia, LLC, a corporation duly organized under the applicable laws of the Commonwealth of Virginia (the “Franchisee”), as of April 7, 2015 (the “Effective Date”).

**WHEREAS**, Comcast has asked the Town to renew Comcast’s nonexclusive Franchise to own, construct, install, maintain, extend and operate a cable communications system in the Franchise Area as designated in this Franchise;

**WHEREAS**, the Franchising Authority is a “franchising authority” in accordance with Title VI of the Communications Act (*see* 47 U.S.C. §522(10)) and is authorized to grant one or more nonexclusive cable franchises pursuant to the Code of Virginia, Va. Code Ann. §15.2-2108;

**WHEREAS**, the Franchising Authority has reviewed Franchisee’s performance under Prior Franchise, has identified the future cable-related needs and interests of the Franchising Authority and its community, has considered the financial, technical, and legal qualifications of Franchisee, and has determined that the Franchisee’s plans for its Cable System are adequate, in a full public proceeding according due process to all parties;

**WHEREAS**, the Franchising Authority and Franchisee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

**NOW, THEREFORE**, in consideration of the Franchising Authority’s grant of a franchisee to Franchisee, Franchisee’s promise to provide Cable Service to residents of the Franchise/Service Area of the Franchising Authority pursuant to and consistent with the Communications Act (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

**THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:**

**FRANCHISE AGREEMENT**

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the Town of Occoquan, a political subdivision of the

Commonwealth of Virginia (hereinafter, "Town" or "Franchising Authority") and Comcast of Virginia, LLC (hereinafter, "Franchisee").

The Town having determined that the financial, legal, and technical ability of the Franchisee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Franchisee for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein.

### **SECTION 1 - Definition of Terms**

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Code of Virginia, Article 1.2, §15.2-2108.19, and the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§521 - 631 (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words used to refer to the masculine include the feminine, and words in the plural number include the singular number. The word "shall" is mandatory and "may" is permissive. Words not defined in the Code of Virginia, Article 1.2, §15.2-2108.19, the Cable Act, or herein shall be given their common and ordinary meaning.

1.1. "Cable Service" or "Service" shall mean the one-way transmission to Subscribers of Video Programming or other Programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other Programming service.

1.2. "Cable System" shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, and as further defined under Section 602 (7) of the Cable Act.

1.3. "Customer" or "Subscriber" shall mean a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Franchisee's express permission.

1.4. "Effective Date" shall mean April 7, 2015.

1.5. "FCC" shall mean the Federal Communications Commission, or successor governmental entity thereto.

1.6. "Franchise" shall mean the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

1.7. "Franchise Agreement" or "Agreement" shall mean this Agreement and any amendments or modifications hereto.

1.8. "Franchise Area" shall mean the present legal boundaries of the Town of Occoquan, as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means during the term of the Franchise, as per the requirements set forth in Section 13.12 of this Agreement.

1.9. "Franchising Authority" shall mean the Town of Occoquan, Virginia or the lawful successor, transferee, designee, or assignee thereof.

1.10. "Franchisee" shall mean Comcast of Virginia, LLC.

1.11. "Gross Revenue" shall mean revenue derived by the Franchisee from the operation of the Cable System in the Franchise Area to provide Cable Service, calculated in accordance with generally accepted accounting principles ("GAAP"). Gross Revenue includes monthly basic cable, premium and pay-per-view video fees, installation fees and subscriber equipment rental fees. Gross Revenue shall not include program launch support payments, revenue from advertising and home shopping, refundable deposits, late fees, investment income, nor any taxes, franchise fees, or other fees or assessments imposed or assessed by any governmental authority. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with generally accepted accounting principles, provided however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in the Gross Annual Revenues in the period so collected.

1.12. "Person" shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

1.13. "Public Buildings" shall mean those buildings owned or leased by the Franchising Authority for municipal government administrative purposes, and shall not include buildings owned by Franchising Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

1.14. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk,

way, lane, public way, drive, circle, park or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Franchise Area, which shall entitle the Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchisee to the use thereof for the purposes of installing, operating, and maintaining the Franchisee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

1.15. "Standard Installation" shall mean the standard one hundred twenty-five foot (125') aerial Drop connection to the existing distribution system.

1.16. "Town" shall mean the Town of Occoquan, Virginia or the lawful successor, transferee, designee, or assignee thereof.

1.17. "Video Programming" or "Programming" shall mean the programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

1.18. "Video Service Provider" or "VSP" shall mean any entity using the public rights-of-way to provide multiple Video Programming services to subscribers, for purchase or at no cost, regardless of the transmission method, facilities, or technology used. A VSP shall include but is not limited to any entity that provides cable services, multi-channel multipoint distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet-Protocol based services.

## **SECTION 2 - Grant of Authority**

2.1. Franchise Grant. The Franchising Authority hereby grants to the Franchisee under the Code of Virginia and the Cable Act a non-exclusive Franchise authorizing the Franchisee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement, the Code of Virginia, and the Cable Act.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Article 1.2 of the Code of Virginia and Section 626 of the Cable Act [47 U.S.C. §546], as amended.

### **SECTION 3 - Construction and Maintenance of the Cable System**

3.1. Permits and General Obligations. The Franchisee shall be responsible for obtaining all generally applicable permits, licenses, or other forms of approval or authorization prior to the commencement of any activity that disturbs the surface of any street, curb, sidewalk or other public improvement in the Public Way, or impedes vehicular traffic, whether issued by the Town or by the Virginia Department of Transportation (“VDOT”). If a permit from the Town is required, the issuance of such permit shall not be unreasonably withheld or delayed. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. Notwithstanding the requirements herein, Franchisee shall not be required to obtain a permit for individual drop connections to Subscribers, servicing or installing pedestals or other similar facilities, or other instances of routine maintenance or repair to its Cable System. All transmission and distribution structures, poles, other lines, and equipment installed by the Franchisee for use in the Cable System in accordance with the terms and conditions of this Franchise Agreement shall be located so as to minimize the interference with the proper use of the Public Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Way.

#### 3.2. Conditions of Street Occupancy.

3.2.1. New Grades or Lines. If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Franchisee shall, upon reasonable advance written notice from the Franchising Authority or VDOT (which, in the case of the Franchising Authority, shall not be less than thirty (30) business days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds, through the Franchising Authority, are available to any other user of the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall notify Franchisee of such funding and make available such funds to the Franchisee.

3.2.2. Relocation at Request of Third Party. The Franchisee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Franchisee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Franchisee is given not less than ten (10) business days advance written notice to arrange for such temporary relocation.

3.2.3. Restoration of Public Ways. If in connection with the construction, operation, maintenance, or repair of the Cable System, the Franchisee disturbs, alters, or damages any Public Way, the Franchisee agrees that it shall at its own cost and expense replace and restore any such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to the disturbance.

3.2.4. Safety Requirements. The Franchisee shall undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and state regulations. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Franchise Area.

3.2.5. Trimming of Trees and Shrubbery. The Franchisee shall have the authority to trim trees or other natural vegetative growth encroaching or overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Franchisee's wires, cables, or other equipment. All such trimming shall be done at the Franchisee's sole cost and expense. Except in cases of emergency repair or restoration of service interruptions, the Franchisee shall provide the Town with advance notice of tree trimming. The Franchisee shall be responsible for any collateral, real property damage caused by such trimming.

3.2.6. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Franchisee shall place its Cable System transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Franchisee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Agreement shall be construed to require the Franchisee to construct, operate, or maintain underground any ground-

mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.2.7. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Franchisee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Franchisee's relocation costs shall be included in any computation of necessary project funding by the Franchising Authority or private parties. Franchisee shall be given reasonable notice and access to the public utilities' facilities at the time that such are placed underground and shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way. In the event that public and/or private funds are not available, Franchisee reserves the right to pass its costs through to its Subscribers in accordance with applicable law.

#### **SECTION 4 - Service Obligations**

4.1. General Service Obligation. The Franchisee shall make Cable Service available to every occupied residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) occupied dwelling units per mile with aerial cable or sixty (60) residential occupied dwelling units per mile in areas with underground cable and is within one (1) mile as measured in strand footage from the nearest point on the Cable System trunk or feeder line from which a usable cable signal can be obtained. For purposes of this section, a home shall be counted as a "dwelling unit" if, and only if, such home is within two hundred seventy-five (275) feet of the public right of way. Subject to the density requirement, Franchisee shall offer Cable Service to all new homes or previously unserved homes located within one hundred and twenty-five (125) feet of the Franchisee's distribution cable at the standard installation rate. Should, through new construction, an area within the Franchise Area meet the density requirements, Franchisee shall provide Cable Service to such area within one (1) year after it confirms that the density requirements have been met following notice from the Franchising Authority that one (1) or more residents has requested service.

The Franchisee may elect to extend service to areas that do not otherwise qualify to receive service under this section if any resident or group of residents agree in writing to pay to Franchisee the cost of construction, including materials, labor, and the total cost of any easement(s) necessary to accomplish the proposed line extension. One half of the cost of construction shall be paid to the Franchisee prior to engineering and the balance shall be paid prior to installation.

4.2. Programming. The Franchisee shall offer to all Customers a diversity of Video Programming services in accordance with federal law.

4.3. No Unfair Discrimination. Neither the Franchisee nor any of its employees, agents, representatives, contractors, subcontractors, or consultants, nor any other Person, shall discriminate or permit discrimination between or among any Persons in the availability of Cable Services provided in connection with the Cable System in the Franchise Area; provided, however, Franchisee reserves the right to deny service for good cause, including but not limited to non-payment or theft of service, vandalism of equipment, or documented or founded harassment or abuse of Franchisee's employees or agents. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial or other obligations to the Franchisee are satisfied. Nothing contained herein shall prohibit the Franchisee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice.

4.4. New Developments. The Franchising Authority shall provide the Franchisee with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require the developer, as a condition of issuing the permit, to give the Franchisee access to open trenches for deployment of cable facilities and at least ten (10) business days written notice of the date of availability of open trenches.

4.5. Prohibition Against Reselling Service. No Person shall resell, without the express prior written consent of the Franchisee, any Cable Service, program or signal transmitted over the Cable System by the Franchisee.

## **SECTION 5 - Fees and Charges to Customers**

5.1. All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Franchisee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC rate regulations. Before any new or modified rate, fee, or charge is imposed, the Franchisee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law.

## **SECTION 6 - Customer Service Standards; Customer Bills; and Privacy Protection**

6.1. Customer Service Standards. The Franchising Authority hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. The Franchisee shall comply in all respects with the customer service requirements established by the FCC.

6.2. Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (i) is not misleading and (ii) does not omit material information. Notwithstanding anything to the contrary in Section 6.1, above, the Franchisee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622 (c) of the Cable Act [47 U.S.C. §542 (c)].

6.3. Privacy Protection. The Franchisee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

## **SECTION 7 - Oversight and Regulation by Franchising Authority**

7.1. Communications Tax: Franchisee shall comply with the provisions of Section 58.1-645 *et seq.* of the Code of Virginia, pertaining to the Virginia Communications Sales and Use Tax, as amended (the "Communications Tax"), and Sections 7.2 through 7.6 of this Agreement shall not have any effect, for so long as the Communications Tax or a successor state or local tax that would constitute a Franchise Fee for purposes of 47 U.S.C. § 542 as amended, is imposed on the sale of Cable Services by the Franchisee to Customers in the Town.

7.2. Payment of Franchise Fee: In the event that the Communications Tax is repealed and no successor state or local tax is enacted that would constitute a Franchise Fee for purposes of 47 U.S.C. § 542, as amended, Franchisee shall pay to the Town a Franchise Fee of five percent (5%) of annual Gross Revenue, beginning on the effective date of the repeal of such tax (the "Repeal Date"); provided, however, that Franchisee shall not be compelled to pay any higher percentage of franchise fees than any other cable operator providing service in the Franchise Area. Beginning on the Repeal Date, the terms of Section 7.2 through 7.6 of this Agreement shall take effect. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year. The payment of franchise fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each first, second and third calendar quarter (i.e., May 15, August 15, November 15) and sixty (60) days after the close of the calendar year (last day of February). Each franchise fee payment shall be accompanied by a report prepared by a representative of the Franchisee showing the basis for the computation of the Franchise Fees paid during that period.

7.3. Franchise Fees Subject to Audit.

7.3.1 Upon notice pursuant to Section 13.2 herein, during Normal Business Hours at Franchisee's principal business office, the Franchising Authority shall have the right to inspect the Franchisee's financial records used to calculate the

Franchising Authority's franchise fees; provided, however, that any such inspection shall take place within two (2) years from the date the Franchising Authority receives such payment, after which period any such payment shall be considered final.

7.3.2. Upon the completion of any such audit by the Franchising Authority, the Franchising Authority shall provide to the Franchisee a final report setting forth the Franchising Authority's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Franchisee shall have thirty (30) days from the receipt of the report to provide the Franchising Authority with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Finally Settled Amount." For purposes of this Section, the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the Franchising Authority by the Franchisee as a result of any such audit. If the parties cannot agree on a "Final Settlement Amount," the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.

7.3.3. Any "Finally Settled Amount(s)" due to the Franchising Authority as a result of such audit shall be paid to the Franchising Authority by the Franchisee within thirty (30) days from the date the parties agree upon the "Finally Settled Amount." Once the parties agree upon a Finally Settled Amount and such amount is paid by the Franchisee, the Franchising Authority shall have no further rights to audit or challenge the payment for that period. The Franchising Authority shall bear the expense of its audit of the Franchisee's books and records.

7.4. Oversight of Franchise. In accordance with applicable law, the Franchising Authority shall have the right to, at its sole cost and expense and upon reasonable prior written notice and in the presence of Franchisee's employee, periodically inspect the construction and maintenance of the Cable System in the Franchise Area as necessary to monitor Franchisee's compliance with the provisions of this Franchise Agreement.

7.5. Technical Standards. The Franchisee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76.601 et seq. To the extent those standards are altered, modified, or amended during the term of this Franchise, the Franchisee shall comply with such altered, modified or amended standards within a reasonable period after such standards become effective. The Franchising Authority shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC rules.

## 7.6. Maintenance of Books, Records, and Files.

7.6.1. Books and Records. Throughout the term of this Franchise Agreement, the Franchisee agrees that the Franchising Authority may review the Franchisee's books and records regarding customer service performance levels in the Franchise Area to monitor Franchisee's compliance with the provisions of this Franchise Agreement, upon reasonable prior written notice to the Franchisee pursuant to the provisions of section 13.2 herein, at the Franchisee's business office, during Normal Business Hours, and without unreasonably interfering with Franchisee's business operations. All such documents that may be the subject of an inspection by the Franchising Authority shall be retained by the Franchisee for a minimum period of twenty-four (24) months.

7.6.2. File for Public Inspection. Throughout the term of this Franchise Agreement, the Franchisee shall maintain at its business office, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations.

7.6.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Section, the Franchisee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. To the extent permitted by applicable law, the Franchising Authority agrees to treat any information disclosed by the Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority that have a need to know in order to enforce this Franchise Agreement and who agree, through the execution of a non-disclosure agreement, to maintain the confidentiality of all such information. The Franchisee shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Franchisee to be competitively sensitive. Franchisee may make proprietary or confidential information available for inspection, but not copying or removal of information by the Franchising Authority's representative. In the event that the Franchising Authority has in its possession and receives a request under a state "sunshine," public records, or similar law for the disclosure of information the Franchisee has designated as confidential, trade secret or proprietary, the Franchising Authority shall notify Franchisee of such request and, to the extent permitted by applicable law, cooperate with Franchisee in opposing such request.

## **SECTION 8 - Transfer of Cable System or Franchise**

8.1. Neither the Franchisee nor any other Person may transfer the Cable System or the Franchise without prior written notice to the Franchising Authority. No prior notice shall be required, however, for: (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Franchisee in the Franchise or in the Cable System in order to secure indebtedness, (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation, or (iii) the sale, conveyance, transfer, exchange or release of fifty percent (50%) or less of its equitable ownership. Within thirty (30) days of receiving a notice of transfer, the Franchising Authority may, in accordance with FCC rules and regulations, notify the Franchisee in writing of the additional information, if any, it requires regarding the legal, financial, and technical qualifications of the transferee or new controlling party.

## **SECTION 9 - Insurance and Indemnity**

9.1. Insurance. Throughout the term of this Franchise Agreement, the Franchisee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the Franchising Authority certificates of insurance designating the Franchising Authority and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Franchisee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person, and Five Million Dollars (\$5,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the Franchising Authority. The Franchisee shall provide workers' compensation coverage in accordance with applicable law. The Franchisee shall indemnify and hold harmless the Franchising Authority from any workers compensation claims to which the Franchisee may become subject during the term of this Franchise Agreement.

9.2. Indemnification. The Franchisee shall indemnify, defend and hold harmless the Franchising Authority, its officers, employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Franchisee's construction, operation, maintenance, or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Franchisee written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section. The Franchising Authority agrees that it will take all necessary action to avoid a default judgment and not prejudice the Franchisee's ability to defend

the claim or action. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

9.2.1 Franchisee shall not be required to indemnify the Franchising Authority for negligence or misconduct on the part of the Franchising Authority or its officials, boards, commissions, agents, or employees, including any loss or claims related to PEG access Channels in which the Franchising Authority or its designee participates, subject to Applicable Law.

## **SECTION 10 - System Description and Service**

10.1. System Capacity. During the term of this Agreement, the Franchisee's Cable System shall be capable of providing Video Programming with reception available to its customers in the Franchise Area in accordance with the Cable Act.

10.2. Cable Service to School Buildings. Upon request, the Franchisee shall provide, at no cost to the Franchising Authority, Basic Cable Service and Standard Installation at one (1) outlet to each public and private grade school (K-12) building, not including "home schools," located in the Franchise Area within one hundred fifty (150) feet of the Franchisee's distribution cable. No charge shall be made for installation or service, except that Franchisee may charge for installation beyond one hundred fifty (150) feet aerial distance of the cable plant and service for more than one (1) drop in each building. For the purposes of this section, the term "school" means an educational institution that receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6301 et seq., as amended, and does not include "home schools."

10.3. Cable Service to Governmental and Institutional Facilities. Upon request, the Franchisee shall provide, at no cost to the Franchising Authority, Basic Cable Service and Standard Installation at one outlet to each Public Building located in the Franchise Area within one hundred fifty (150) feet of the Franchisee's distribution cable. No charge shall be made for installation or service, except that Franchisee may charge for installation beyond one hundred fifty (150) feet aerial distance of the cable plant and service for more than one (1) drop in each building. Public Buildings are those buildings owned or leased by the Franchising Authority for municipal government administrative purposes, and shall not include buildings owned by Franchising Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

## **SECTION 11 - Enforcement and Revocation Proceedings**

11.1. Notice of Violation or Default and Opportunity to Cure. In the event the Franchising Authority believes that the Franchisee has not complied with the material terms of the Franchise, it shall notify the Franchisee in writing with specific details regarding the exact nature of the alleged non-compliance or default.

11.1.1. Franchisee's Right to Cure or Respond. The Franchisee shall have forty-five (45) days from the receipt of the Franchising Authority's written notice: (i) to respond to the Franchising Authority, contesting the assertion of non-compliance or default; or (ii) to cure such default; or (iii) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that the cure will be completed. Such extended cure period shall be reasonable and shall be within one hundred eighty (180) days from the receipt of the Franchise Authority's written notice unless a longer period is mutually agreed upon by the Franchisee and Franchising Authority.

11.1.2. Public Hearings. In the event the Franchisee fails to respond to the Franchising Authority's notice or in the event that the alleged default is not remedied within forty-five (45) days or the date projected by the Franchisee, the Franchising Authority shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the Franchising Authority that is scheduled at a time that is no less than ten (10) business days therefrom. The Franchising Authority shall notify the Franchisee in writing of the time and place of such meeting and provide the Franchisee with a reasonable opportunity to be heard.

11.1.3. Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after such public hearing, determines that the Franchisee is in default of any material provision of the Franchise, the Franchising Authority may: (i) seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief; or (ii) in the case of a substantial default of a material provision of the Franchise, initiate revocation proceedings in accordance with the following:

(a) The Franchising Authority shall give written notice to the Franchisee of its intent to revoke the Franchise on the basis of a pattern of non-compliance by the Franchisee, including two or more instances of substantial non-compliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the non-compliance. The Franchisee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a response from the Franchisee or upon receipt of the response does not agree that

the allegations of non-compliance have been or will be resolved, it may then seek revocation of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Franchisee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request revocation of the Franchise.

(b) At the designated public hearing, the Franchising Authority shall give the Franchisee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be terminated in accordance with the standards applicable to administrative hearings. The public hearing shall be on the record and Franchisee may employ a court reporter to make a written transcript. The decision of the Franchising Authority shall be in writing and shall be delivered to the Franchisee by certified mail. To the extent not prohibited by applicable law, the Franchisee may appeal such determination to an appropriate court, which shall have the power to review the decision and to modify or reverse such decision as justice may require.

11.2. Technical Violation. The Franchising Authority agrees that it is not its intention to subject the Franchisee to penalties, fines, forfeitures or revocation of the Franchise for incidental or ungovernable breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

11.2.1. in instances or for matters where a violation or a breach of the Franchise by the Franchisee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

11.2.2. where there existed circumstances reasonably beyond the control of the Franchisee and which precipitated a violation by the Franchisee of the Franchise, or which were deemed to have prevented the Franchisee from complying with a term or condition of the Franchise.

11.3. No Removal of System. Franchisee shall not be required to remove its Cable System or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Franchisee from providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act, or any portion thereof [47 U.S.C. §621 (b)].

## **SECTION 12 - Competitive Equity**

12.1. Purposes. The Franchisee and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct

broadcast satellite providers, telephone companies, broadband content providers and others; new technologies are emerging that enable the provision of new and advanced services to residents of the Franchise Area; and changes in the scope and application of the traditional regulatory framework governing the provision of video services are being considered in a variety of federal, state and local venues. To foster an environment where video service providers using the public rights-of-way can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to residents of the Franchise Area; promote local communications infrastructure investments and economic opportunities in the Franchise Area; and provide flexibility in the event of subsequent changes in the law, the Franchisee and the Franchising Authority have agreed to the provisions in this Section, and they should be interpreted and applied with such purposes in mind.

## 12.2. New Video Service Provider.

12.2.1. Notwithstanding any other provision of this Agreement or any other provision of law, if any Video Service Provider (“VSP”) (i) enters into any agreement with the Franchising Authority to provide video services to subscribers in the Franchise Area, or (ii) otherwise begins to provide video services to subscribers in the Franchise Area (with or without entering into an agreement with the Franchising Authority), the Franchising Authority, upon written request of the Franchisee, shall permit the Franchisee to construct and operate its Cable System and to provide video services to subscribers in the Franchise Area under the same agreement and/or under the same terms and conditions as apply to the new VSP. The Franchisee and the Franchising Authority shall enter into an agreement or other appropriate authorization (if necessary) containing the same terms and conditions as are applicable to the VSP within sixty (60) days after the Franchisee submits a written request to the Franchising Authority.

12.2.2. If there is no written agreement or other authorization between the new VSP and the Franchising Authority, the Franchisee and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (if necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Franchisee and other VSPs, taking into account the terms and conditions under which other VSPs are allowed to provide video services to subscribers in the Franchise Area.

12.3. Subsequent Change in Law. If there is a change in federal, state or local law that provides for a new or alternative form of authorization for a VSP to provide video services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP providing video services to subscribers in the Franchise Area, the Franchising Authority agrees that, notwithstanding any other provision of law, upon Franchisee’s

written request the Franchising Authority shall: (i) permit the Franchisee to provide video services to subscribers in the Franchise Area on the same terms and conditions as are applicable to a VSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Franchisee and other VSPs, taking into account the conditions under which other VSPs are permitted to provide video services to Subscribers in the Franchise Area. The Franchising Authority and the Franchisee shall implement the provisions of this Section within sixty (60) days after the Franchisee submits a written request to the Franchising Authority. Notwithstanding any provision of law that imposes a time or other limitation on the Franchisee's ability to take advantage of the changed law's provisions, the Franchisee may exercise its rights under this Section at any time, but not sooner than thirty (30) days after the changed law goes into effect.

12.4. Effect on This Agreement. Any agreement, authorization, right or determination to provide video services to subscribers in the Franchise Area under Sections 12.2 or 12.3 shall supersede this Agreement, and the Franchisee, at its option, may terminate this Agreement or portions thereof, upon written notice to the Franchising Authority, without penalty or damages.

### **SECTION 13 - Public, Educational, and Governmental (PEG) Access**

13.1. PEG Funding. The Franchisee shall pay to the Franchising Authority an amount equal to \$.10 a Subscriber per month as capital support for PEG access; provided, however, that Franchisee shall not be compelled to pay a higher peg support amount than any other cable operator providing service in the Franchise Area pursuant to any agreement, whether a Franchise or otherwise, entered into subsequent to this Franchise Agreement. Payments shall be made annually not more than ninety (90) days following the end of the calendar year. The Franchising Authority shall allocate such amount to PEG capital uses exclusively.

13.1.1. PEG Funding Audit. Within forty-five (45) days of the end of the fiscal year, the Franchising Authority shall provide Franchisee with an annual report documenting any use of PEG funding during the previous year. In the event that the Franchising Authority cannot demonstrate the PEG funding used during the year was used for PEG capital needs, Franchisee's PEG funding obligation going forward shall be reduced by an equivalent amount.

### **SECTION 14 - Miscellaneous Provisions**

14.1. Force Majeure. The Franchisee shall not be held in default under, or in non-compliance with, the provisions of the Franchise, nor suffer any enforcement or penalty

relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such non-compliance or alleged defaults occurred or were caused by lightning strike, earthquake, flood, tidal wave, unusually severe rain, ice or snow storm, hurricane, tornado, or other catastrophic act of nature; riot, war, labor disputes, environmental restrictions, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Franchisee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Franchisee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

14.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Franchising Authority:

Town of Occoquan  
314 Mill Street  
PO Box 195  
Occoquan, VA 22125  
Attention: Mayor

With copy to:

Town Attorney  
Town of Occoquan  
Vanderpool, Frostic & Nishanian, P.C.  
9200 Church Street, Suite 400  
Manassas, VA 20110

To the Franchisee:

Comcast of Virginia, LLC  
2707 Wilson Boulevard  
Arlington, VA 22201  
Attention: Government Affairs Department

With copies to:

Comcast Cable  
1301 McCormick Drive, 4<sup>th</sup> Floor

Largo, MD 20774  
Attention: Government Affairs Department

And to:

Comcast Cable Northeast Division  
676 Island Pond Rd.  
Manchester, NH 03109  
Attention: Government Affairs Department

14.3. Entire Agreement. This Franchise Agreement and any exhibits or addendums hereto constitute the entire agreement between the Franchising Authority and the Franchisee and supersedes all prior or contemporaneous agreements, ordinances, representations, or understandings -- whether written or oral -- of the parties regarding the subject matter hereof. Any agreements, ordinances, representations, or understandings or parts of such measures that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

14.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

14.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State where the Franchise Area is located, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of such State, as applicable to contracts entered into and performed entirely within the State.

14.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Franchisee, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution or order by the Franchising Authority, as required by applicable law.

14.7. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

14.8. Captions. Captions to sections throughout this Franchise Agreement are solely to facilitate the reading and reference to the sections and provisions of this Franchise Agreement. Such captions shall not affect the meaning or interpretation of this Franchise Agreement.

14.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, which Franchisee may have under federal or state law unless such waiver is expressly stated herein.

14.10. Incorporation by Reference

14.10.1. All presently and hereafter applicable conditions and requirements of federal, State and local laws, including but not limited to the rules and regulations of the FCC and the State where the Franchise Area is located, as they may be amended from time to time, are incorporated herein by reference to the extent not enumerated herein. All such general laws, rules and regulations, as amended, shall control the interpretation and performance of this Renewal Franchise to the extent that any provision of this Renewal Franchise conflicts with or is inconsistent with such laws, rules or regulations.

14.10.2. Should the State, the federal government or the FCC require Franchisee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Franchising Authority and Franchisee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

14.11. Calculation of Time. Where the performance or doing of any act, duty, matter, payment, or operation is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first day and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday, or a legal holiday, that day shall be omitted from the computation.

14.12. Annexation. Upon 90 days written notice from the Franchising Authority, any additions of territory to the Town, by annexation or other legal means, contiguous to the Franchise Area as defined in Section 1.8. above, the portion of any Cable System of the Company that may be located or operated within said territory shall thereafter be subject to all the terms of this Agreement as though it were an extension made hereunder.

**REMAINDER OF PAGE LEFT BLANK UNTIL SIGNATURE PAGE.**

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the last date set forth below:

**AGREED TO THIS 7<sup>th</sup> DAY OF APRIL, 2015.**

Attest: Franchising Authority:

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

Print Name: Elizabeth A.C. Quist

Title: Mayor, Town of Occoquan

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

Attest: Franchisee:

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

Print Name: Thomas Coughlin

Title: Regional Senior Vice President

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

MOTION:

SECOND:

Date:  
Regular Meeting  
Ord. No. O-2015-

RE: AN UNCODIFIED ORDINANCE TO GRANT A CABLE TELEVISION SYSTEM FRANCHISE PURSUANT TO SECTIONS 15.2-2100 AND 15.2-2108 OF THE CODE OF VIRGINIA (1950), AS AMENDED, AND THE CABLE COMMUNICATIONS POLICY ACT OF 1984, AS AMENDED, (CABLE ACT) TO PROVIDE CABLE SERVICE AND IMPOSE A FEE THEREON.

ACTION:

Votes:

Ayes: Nays:

Absent from Vote:

Absent from Meeting:

Date of First Posting:

CERTIFIED COPY \_\_\_\_\_  
Greg Holcomb, Town Clerk

## EXHIBIT A

### MUNICIPAL BUILDINGS ELIGIBLE FOR COMPLIMENTARY VIDEO SERVICE

Town Hall  
314 Mill Street  
Occoquan, VA 22125

Town Maintenance Facility  
124 Commerce Street  
Occoquan, VA 22125

Tourist Information Center  
200 Mill Street  
Occoquan, VA 22125

Mill House Museum  
413 Mill Street  
Occoquan, VA 22125

## EXHIBIT B

### CUSTOMER SERVICE STANDARDS

These standards shall apply to the Franchisee to the extent it is providing Cable Services over the Cable System in the Franchise Area. The Franchisee shall comply in all respects with the customer service requirements established by the FCC.

#### **FCC Rules and Regulations Part 76, §76.309.**

#### **§76.309 Customer service obligations.**

##### (1) Cable system office hours and telephone availability.

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers twenty four (24) hours a day, seven (7) days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to one hundred twenty five (125) feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than twenty four (24) hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four (4) hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers:

(i) Refunds: Refund checks will be issued promptly, but no later than either:

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(ii) Credits: Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions:

(i) *Normal business hours*: The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one (1) night per week and/or some weekend hours.

(ii) *Normal operating conditions*: The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) *Service interruption*: The term "service interruption" means the loss of picture or sound on one or more cable channels.

## **Ordinance #O-2002-01**

**AN UNCODIFIED ORDINANCE TO GRANT A CABLE TELEVISIONS SYSTEM FRANCHISE PURSUANT TO SECTIONS 15.2-2100 AND 15.2-2108 OF THE CODE OF VIRGINIA (1950), AS AMENDED, AND THE CABLE COMMUNICATIONS POLICY ACT OF 1984, AS AMENDED, (CABLE ACT) TO PROVIDE CABLE SERVICE AND IMPOSE A FEE THEREON.**

1. BE IT ORDAINED by the Council of the Town of Occoquan, Virginia, meeting in Special Session this 13<sup>th</sup> day of September, 2001, that there shall be granted in the mode prescribed by the laws of the Commonwealth of Virginia for franchise grants, upon the conditions hereinafter specified, the rights and privileges embodied in the following draft ordinance entitled:

**AN UNCODIFIED ORDINANCE GRANTING TO COMCAST CABLE OF VIRGINIA, INC., ITS SUCCESSORS AND ASSIGNS, THE RIGHT FOR THE TERM AND UPON THE CONDITIONS HEREIN STATED, TO USE AND OCCUPY THE PUBLIC RIGHTS OF WAY, STREETS, ALLEYS, AND PUBLIC PLACES OF THE TOWN OF OCCOQUAN, VIRGINIA, FOR THE PURPOSE OF PROVIDING A CABLE TELEVISION SYSTEM AND CABLE SERVICE PURSUANT TO SECTIONS 15.2-2100 AND 15.2-2108 OF THE CODE OF VIRGINIA (1950), AS AMENDED, AND THE CABLE COMMUNICATIONS POLICY ACT OF 1984, AS AMENDED, (CABLE ACT) AND TO IMPOSE A FEE THEREON.**

BE IT ORDAINED by the Council of the Town of Occoquan, Virginia, meeting in Special Session this 13th day of September, 2001, as follows:

### **FRANCHISE AGREEMENT**

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the Town of Occoquan, a municipal corporation of the Commonwealth of Virginia (hereinafter, the "Town"), and Comcast Cable of Virginia, Inc. (hereinafter, the "Grantee").

The Town, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction and operation of a cable system on the terms and conditions set forth herein.

**SECTION 1**  
**Definition of Terms**

1.1 Terms. For the purpose of this Franchise Agreement, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. Unless otherwise defined herein, any term not defined herein shall have the meaning assigned to such term in the Cable Act.

“Cable Act” means Title VI of the Cable Communications Act of 1934, as amended from time to time, 47 U.S.C. Sections 521 et seq.

“Cable Service” means: (A) the one-way transmission to Customers of (i) video programming, or (ii) other programming service, and (B) Customer interaction, if any, which is required for the selection or use of such video programming or other programming service.

“Cable System” means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Customers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Customers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621(c)) to the extent such facility is used in the transmission of video programming directly to Customers, unless the extend of such use is solely to provide interactive on-demand service; (D) an open video system that complies with section 653 of the Cable Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

“Control” means the ability to direct the policies and management of the Grantee.

“Customer” means a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Grantee’s expressed permission.

“Dwelling Unit” means a house, apartment, building, or group of buildings in which a person or persons live.

“Effective Date” means October 15, 2001.

“FCC” means the Federal Communications Commission, or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the Town, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes construction and operation of the Cable System.

“Franchise Agreement” or “Agreement” shall have the meaning set forth in the preamble hereof.

“Franchise Area” means the present legal boundaries of the Town as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

“Franchising Authority” means the Town of Occoquan.

“Town” means the Town of Occoquan, Virginia or the lawful successor, transferee, designee, or assignee thereof.

“Grantee” means Comcast Cablevision of Virginia.

“Gross Revenue” means the revenue derived by the Franchisee/Grantee from the operation of the cable system in the Franchise Area to provide cable service calculated in accordance with generally accepted accounting principles. Gross Revenue shall include monthly basic, premium and pay-per-view service fees, installation fees, converter rental fees, commissions received from home shopping channels and revenue from local advertising, but shall not include bad debt, investment income nor any taxes imposed and/or assessed by law on subscribers that the Franchisee/Grantee collects and pays in full to the applicable authority.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Town.

“Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Town in the Franchise Area, which shall entitle the Town and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Town within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Town and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee’s Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

## **SECTION 2**

### **Grant of Authority**

2.1. Grant of Franchise. The Town hereby grants to the Grantee under the Cable Act a nonexclusive Franchise, which authorizes the Grantee to construct, and operate a Cable System

in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, state or local law.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be for an initial term of five (5) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

2.4. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Town to perform any public works or public improvements of any description, (B) be construed as a waiver of any statutes, codes or ordinances of general applicability promulgated by the Town or the Commonwealth of Virginia, or (C) be construed as a waiver or release of the rights of the Town in and to the Public Ways.

2.5. Competitive Equity.

2.5.1. The Grantee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional franchises to provide Cable Service within the Franchise Area; provided, however, that no such franchise agreement shall contain terms or conditions more favorable or less burdensome to the competitive entity than the material terms and conditions herein, including, but not limited to, franchise fees; insurance; system build-out requirements; performance bonds or similar instruments; customer service standards; required reports and related record keeping; and notice and opportunity to cure. If any such additional and/or competitive franchise is granted by the Franchising Authority which, in the reasonable opinion of the Grantee, contains more favorable or less burdensome terms or conditions than this Franchise Agreement, the Franchising Authority agrees that it shall amend this Franchise Agreement to include any more favorable or less burdensome terms or conditions.

2.5.2. In the event of any Person expressing any interest of, or proposing to, serve the Franchise Area, in whole or in part, the Franchising Authority shall notify any existing Grantee or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service.

## **SECTION 3**

### **The System**

3.1. Permits and General Obligations. A permit shall be obtained from the Town's Engineer before any construction, operation and maintenance of the Cable System in the Franchise Area is performed. The Grantee shall be responsible for obtaining, at its own cost and expense, all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain or repair the Cable System, or any part thereof, prior to the commencement of any such activity. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. All transmission and distribution structures, poles, other lines, and equipment installed by the Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise Agreement shall be located so as to minimize the interference with the proper use of the Public Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Way.

3.2. Conditions on Street Occupancy.

3.2.1. New Grades or Lines. If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement and upon reasonable written notice from the Town, then the Grantee shall at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines.

3.2.2. Relocation at Request of Third Party. The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the Town to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Grantee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary relocation.

3.2.3. Restoration of Public Ways. If in connection with the construction, operation, maintenance, or repair of the Cable System, the Grantee disturbs, alters, or damages any Public Way, the Grantee agrees that it shall at its own cost and expense replace and restore any such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to the disturbance.

3.2.4. Safety Requirements. The Grantee shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal, state, and local regulations and the National Electric Safety Code. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Franchise Area.

3.2.5. Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Grantee's wires, cables, or other equipment. All such trimming shall be done at the Grantee's sole cost and expense. The Grantee shall reasonably compensate the Town for any damage caused by such trimming, or shall, in its sole discretion and at its own cost and expense, reasonably replace all trees or shrubs so damaged. Such replacement shall satisfy any obligations the Grantee may have to the Town pursuant to the terms of this Section 3.2.5.

3.2.6. Aerial and Underground Construction. If all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground; provided that such facilities are actually capable of receiving the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the sole discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section 3.2.6. shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment. Notwithstanding anything to the contrary contained in this Section 3.2.6., in the event that all of the transmission or distribution facilities of all of the respective public or municipal utilities are required to be placed underground after the Effective Date of this Franchise Agreement, the Grantee shall only be required to construct, operate and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public and municipal utilities' facilities at the time that such are placed underground.

## **SECTION 4**

### **Service Obligations**

4.1. General Service Obligation. The Grantee shall provide Cable Service to every dwelling unit within the Franchise Area reaching the minimum density of at least thirty (30) dwelling units per mile. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within 150 feet of the Grantee's, then existing, distribution cable.

The Grantee may elect to provide Cable Service to areas not meeting the above density standards. The Grantee may impose any additional charge in excess of its regular installation charge for any service installation requiring a drop in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the 150-foot standard set forth above.

4.2. Programming. The Grantee shall offer to all Customers a diversity of video programming services.

4.3. No Discrimination. Neither the Grantee nor any of its employees, agents, representatives, contractors, subcontractors, or consultants, nor any other Person, shall discriminate or permit discrimination between or among any Persons in the availability of Cable Services provided in connection with the Cable System in the Franchise Area. It shall be the right of all Persons to continuously receive all available services provided on the Cable System so long as such Person's financial obligations to the Grantee are satisfied.

4.4. New Developments. The Franchising Authority shall use its best efforts to provide the Grantee with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring under grounding of cable facilities. The Grantee shall be responsible for engineering and deployment of labor applicable to its cable facilities.

## **SECTION 5**

### **Fees and Charges to Customers**

5.1. Rates, Fees, Charges. All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee for any Cable Service as of the Effective Date shall be in accordance with the FCC's rate regulations. Before any new or modified rate, fee, or charge is imposed, the Grantee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law. Except to the extent otherwise expressly permitted by applicable law, the Grantee shall provide Cable Service to each resident in the Franchise Area in accordance with a uniform rate structure throughout the Franchise Area. This requirement shall not prevent the Grantee from using bulk, commercial, promotional and other rates in accordance with federal law.

## **SECTION 6**

### **Customer Service Standards; Customer Bills; and Privacy Protection**

6.1. Customer Service Standards. The Town hereby adopts the customer service standards and rules set forth in Part 76, §76.309 of the FCC's rules and regulations. The Grantee shall comply in all respects with the customer service requirements established by the FCC pursuant to §632(c) of the Cable Act and any corresponding regulations, thereto.

6.2. Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading, (B) does not omit material information, and (C) does not mischaracterize any information. Notwithstanding anything to the contrary in Section 6.1, above, the Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

6.3. Privacy Protection. The Grantee shall comply with Section 631 of the Cable Act and regulations adopted pursuant thereto.

**SECTION 7**  
**Oversight and Regulation by Town**

7.1 Franchise Fees. The Grantee shall pay to the Town franchise fees in an amount equal to five percent (5%) of annual Gross Revenue actually received from the operation of the Cable System to provide Cable Service in the Franchise Area. The payment of franchise fees shall be made on a quarterly basis and shall be due thirty (30) days after the close of each calendar quarter. Each franchise fee payment shall be accompanied by a certified report from a representative of the Grantee, which shows the basis for the computation of all Gross Revenue actually received from the operation of the Cable System for the provision of Cable Service in the Franchise Area during the period for which such franchise fee payment is made.

7.2. Franchise Fees Subject to Audit.

7.2.1. Upon reasonable prior written notice, during normal business hours, the Town shall have the right to inspect the Grantee's financial records used to calculate the Town's franchise fees, and the right to audit and to re-compute any amounts determined to be payable under this Section; provided, however, that any such audit shall take place within two (2) years from the date the Town receives such payment, after which period any such payment shall be considered final.

7.2.2. Upon the completion of any such audit conducted by the Town, the Town shall provide to the Grantee a final audit report, which sets forth the Town's findings in detail, including any and all substantiating evidence. The Grantee shall have thirty (30) days from the receipt of the audit report to provide the Town with a written response to the audit report, including any substantiating evidence. Any "Finally Settled Amount(s)" due to the Town as a result of such audit shall be paid to the Town by the Grantee within thirty (30) days from receipt of written notice of the Final Settlement Amount from the Town. For purposes of this Section 7 the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the Town by the Grantee as a result of any such audit. The Town shall bear the expense of any inspection or audit of the Grantee's books and records.

7.3. Oversight of Franchise. In accordance with applicable law and this Franchise, the Town shall have the right to designate, oversee and regulate the area of use or of placement of cables and equipment in the Public Way and, on reasonable prior written notice, periodically inspect the construction, operation and maintenance of the Cable System in the Franchise Area, and all parts thereof, to monitor Grantee's compliance with the provisions of this Franchise Agreement. All transmission and distribution structures, poles, other lines, and equipment installed by the Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise Agreement shall be located so as to minimize the interference with proper use of the Public Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Way.

7.4. Technical Standards. The Grantee shall comply with all appropriate technical standards of the FCC as published in subpart K of 47 C.F.R. § 76. To the extent those standards are

altered, modified, or amended during the term of this Franchise, the Grantee shall comply with such alterations, modifications or amendments within a reasonable period after their adoption by the FCC. As provided in these rules, the Town shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC's rules.

7.5. Maintenance of Books, Records, and Files.

7.5.1. Books and Records. Throughout the term of this Franchise Agreement, the Grantee agrees that the Town, upon reasonable prior written notice to the Grantee, may review such of the Grantee's books and records regarding the operation of the Cable System and the provision of Cable Service in the Franchise Area which are reasonably necessary to monitor Grantee's compliance with the provisions of this Franchise Agreement at the Grantee's Prince William County's business office, during normal business hours and without unreasonably interfering with Grantee's business operations. Such books and records shall include, without limitation, any records required to be kept in a public file by the Grantee pursuant to the rules and regulations of the FCC. All such documents pertaining to financial matters that may be the subject of an audit by the Town shall be retained by the Grantee for a minimum period of three (3) years.

7.5.2. File for Public Inspection. Throughout the term of this Franchise Agreement, the Grantee shall maintain at its Prince William County's business office, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations.

7.5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Section 7, the Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature. To the extent permitted by law, the Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents of the Franchising Authority that have a need to know, or in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. The Grantee shall not be required to provide Customer information in violation of Section 631 of the Cable Act. For purposes of this Section 7 the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, Customer lists, Cable Service and marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive.

7.6. Transfer or Change of Control of Franchise. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Town, which consent shall not be unreasonably withheld. No such consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity owned and/or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for transfer, the Town shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the information it requires to determine the legal, financial and technical qualifications of the transferee. If the Town has not taken action on the

Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent to the transfer shall be deemed given.

## **SECTION 8 Insurance and Indemnity**

8.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the Town, certificates of insurance designating the Town and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section 8. Such policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person, and Five Million Dollars (\$5,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the Town. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the Town from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement

8.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the Town, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation, or maintenance of its Cable System, including, but not limited to, reasonable attorneys' fees and costs. If the Town determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

## **SECTION 9 System Description and Service**

9.1. System Capacity. During the term of this Agreement the Grantee's Cable System shall be capable of providing a minimum of 79 channels of video programming with satisfactory reception available to its customers in the Franchise Area.

9.2. Service to Governmental Facilities. The Grantee shall provide free "Basic" and "Expanded Basic" tier Cable Service and free installation of one outlet to each municipal building located in the Franchise Area within 150 feet of the Grantee's distribution cable.

**SECTION 10**  
**Enforcement and Termination of Franchise**

10.1 Notice of Violation or Default. In the event the Town believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

10.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the Town's notice described in Section 10.1, above: (A) to respond to the Town, contesting the assertion of noncompliance or default, or (B) to cure such default, or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Town of the steps being taken and the projected date that they will be completed.

10.3. Public Hearings. In the event the Grantee fails to respond to the Town's notice described in Section 10.1., above, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to Section 10.2., above, the Town shall schedule a public hearing to investigate the default. Such public hearing shall be held at a specially scheduled meeting of the Town Council that is scheduled at a time, which is no less than fifteen (15) business days therefrom. The Town shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with a reasonable opportunity to be heard.

10.4. Enforcement. Subject to applicable federal and state law, in the event the Town, after such meeting, determines that the Grantee is in default of any provision of the Franchise, the Town may:

10.4.1. seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages or seek other equitable relief; or

10.4.2. in the case of a substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Town shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have thirty (30) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Town has not received a satisfactory response from the Grantee, it may then seek termination of the Franchise at a public hearing. The Town shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Town shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall

determine whether or not the Franchise shall be revoked. The decision of the Town shall be in writing and shall be delivered to the Grantee in the manner set forth in Section 11.2 herein.

(iii) The Town may, at its sole discretion, take any lawful action that it deems appropriate to enforce its rights under the Franchise in lieu of revocation.

**SECTION 11**  
**Miscellaneous Provisions**

11.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow or ice storm, hurricane, tornado or other catastrophic act of nature, labor disputes, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable and/or equipment is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

11.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

The Town of Occoquan: Patricia M. Conway, Mayor  
Town of Occoquan  
Post Office Box 195  
Occoquan, Virginia 22125

with a copy to: Robert W. Bendall, Esq.  
Town Attorney  
Smith and Davenport  
Post Office Box 51  
Manassas, Virginia 20108

The Grantee: Comcast Cablevision Virginia, Inc.  
4391 Dale Boulevard  
Woodbridge, Virginia 22193  
Attn: General Manager

with a copy to: Comcast Cable Communications, Inc.  
1500 Market Street, 32<sup>nd</sup> Fl.  
Philadelphia, PA 19102  
Attn.: Legal Department

11.3. Entire Agreement. The Franchise Authority warrants and represents that all ordinances or parts of ordinances are not in conflict with the provisions of this Franchise Agreement.

11.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

11.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the County of Prince William, Commonwealth of Virginia, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the Commonwealth of Virginia, as applicable to contracts entered into and performed entirely within the Commonwealth of Virginia. Additionally, to the extent that any action brought pursuant to this Franchise Agreement has been filed in the state court of the Commonwealth of Virginia, the parties hereto consent in advance to the venue of Prince William County.

11.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Town and the Grantee, which amendment shall be authorized on behalf of the Town through the adoption of an appropriate resolution or order by the Town Council, as required by applicable law.

2. This ordinance shall be in force from its passage on October 15, 2001.

**MOTION:** Hardy

**SECOND:** Frank

**RE:** Cable Television Franchise Ordinance

**ACTION:** Approve Ordinance, as amended and discussed

**DATE:** September 13, 2001

**EFFECTIVE DATE:** October 15, 2001

**Votes:**

**Ayes:** Hardy, Smith, Cunha, Frank

**Nays:** None

**Absent from Vote:** None

**Absent from Meeting:** O'Connor

**CERTIFIED COPY**

*Claudia A. Cruise*

Town Clerk

**PUBLIC HEARING OF THE TOWN COUNCIL  
TOWN HALL - 314 MILL STREET, OCCOQUAN, VA 22125  
TOWN OF OCCOQUAN**

**APRIL 7, 2015 7:00 PM**

**CABLE TELEVISION FRANCHISE RENEWAL  
PUBLIC HEARING**

Notice is hereby given that the Occoquan Town Council will conduct a Public Hearing on the following item:

Renewal of a cable television franchise agreement between the Town of Occoquan and Comcast Virginia, LLC, to serve the cable-related needs and interests of the community. The franchise renewal terms include the designation of channel capacity for public, educational, or governmental use and charging user fees therefor, which fees shall be used by the Town for cable-related items. The hearing will be held pursuant to the requirements of the Federal Telecommunications Act of 1934, as amended.

Copies of the existing cable television franchise agreement and the draft ordinance to be adopted are available at Town Hall, 314 Mill Street, Monday through Friday, 9 a.m. to 4 p.m., and on the Town's website at [www.occoquanva.gov](http://www.occoquanva.gov).

This hearing is being held at the Occoquan Town Hall located at 314 Mill Street, Occoquan, Virginia 22125. The location of this public hearing is believed to be accessible to persons with disabilities. Any person with questions on the accessibility of the facility should contact the Town Clerk at the above address or by telephone at (703) 491-1918 x 1. Persons needing interpreter services for the hearing impaired and/or vision impaired should notify the Town Clerk no later than one week prior to the hearing.

The Council of the Town of Occoquan, Virginia

3/27 & 4/3/15



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

<b>9. Regular Business</b>	<b>Meeting Date: April 7, 2015</b>
<b>9 A: Request to Approve Cable Television Franchise Agreement between the Town of Occoquan and Comcast of Virginia, LLC</b>	

**Explanation and Summary:**

This is a request to approve the Cable Television Franchise Agreement between the Town of Occoquan and Comcast of Virginia, LLC. The effective date, if approved, will be April 7, 2015.

**Town Attorney's Recommendation:** Recommend approval.

**Town Manager's Recommendation:** Recommend approval.

**Cost and Financing:** N/A

**Account Number:** N/A

**Proposed/Suggested Motion:**

"I move to approve the Cable Television Franchise Agreement between the Town of Occoquan and Comcast of Virginia, LLC, effective April 7, 2015."

OR

Other action Council deems appropriate.

**Attachments:** *Reference material under Public Hearing item 8A.*



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

<b>9. Regular Business</b>	<b>Meeting Date:</b> April 7, 2015
<b>9 B: Request to Award Contract for RFP 2014-001, On-Call Building Official Services; Appointment of Town Building Official</b>	

**Explanation and Summary:**

This is a request to award a contract for RFP 2014-001, On-Call Building Official Services to Total Construction Solutions (TCS) and appoint a Town Building Official effective July 1, 2015, for an initial term of one year.

On November 24, 2014, the Town issued an RFP to solicit proposals to provide building inspection and plan review services on an “on-call” basis for the Town of Occoquan. Currently, the town utilizes Prince William County to provide this service. Two proposals were received by the closing of the solicitation on January 15, 2015.

An Evaluation Committee was established to review the proposals and determined that TCS met all of the requirements outlined within the solicitation. As a result, the Evaluation Committee interviewed TCS on February 24, 2015, to determine suitability.

Based on TCS’s response, references, and interview, the Evaluation Committee is recommending TCS be contracted to provide Building Official services to the Town of Occoquan and that Mr. Joseph Barbeau, a certified Building Inspector with TCS, be appointed as the Town’s Building Official. Section 10-1 of the Town Code establishes a department of building inspection; building/code official.

Per Town Council approval and appointment, the position would be effective July 1, 2015 in order to allow adequate time to transition the functions from Prince William County to the Town, establish internal operating procedures including updating the fee schedule and employee training, and to update the Town Code, specifically Chapter 10, Buildings and Building Regulations and Section 2-189, Duties, powers and functions of building/code official.

Bringing this service back in house will streamline building, engineering and zoning activities within the Town of Occoquan as all requests relating to building development within the Town will go through Town Hall. The fee schedule would be designed in an effort to make this service cost neutral, including addressing additional administrative responsibilities associated with the provision of this service. In order to effectively

implement this activity prior to July 1, some cost will be incurred by the Town in the development of the operating procedures within the current fiscal year.

The Evaluation Committee is further recommending that the Town award the contract for an initial term of one year in order to evaluate the effectiveness of TCS and the Town in providing this service. The contract and appointment will be reviewed by Town Council for consideration of reappointment prior to June 30, 2016.

**Town Engineer's Recommendation:** Recommend approval.

**Town Attorney's Recommendation:** Recommend approval.

**Town Manager's Recommendation:** Recommend approval.

**Cost and Financing:** On-call basis; cost-neutral. Estimated implementation cost for current year, \$2,000.

**Account:** Professional Services

**Proposed/Suggested Motion:**

"I move to award a contract for RFP 2014-001, On-Call Building Official Services, to Total Construction Solutions (TCS) for an initial term of one-year, effective July 1, 2015. Further, I move to appoint Joseph Barbeau of TCS as the Town's Building Official for a one year term effective July 1, 2015."

OR

Other action Council deems appropriate.

**Attachments: (2)** RFP 2014-001, On-Call Building Official Services  
Total Construction Solutions (TCS) Proposal



## **REQUEST FOR PROPOSAL**

**ISSUE DATE: November 24, 2014**

**RFP # 2014-001**

**TITLE: On-Call Building Official Services**

Sealed Proposals will be received until **January 15, 2015 at 3:00 PM** for furnishing the products and/or services described herein. Facsimile and/or electronic proposals will **not** be accepted.

All inquiries for information regarding Proposal Submission requirements or Procurement Procedures shall be directed to the Town Engineer. The Town shall not be responsible for verbal clarification of information provided by any party. Offerors may not rely on any oral information provided. The Town will provide written responses to questions as the only form of clarification.

**Bruce A. Reese, PE, LS**

**Phone: (540) 373-8350**

**Fax: (540) 369-4499**

**E-Mail: bruce@legacy-eng.com**

**PROPOSALS SHALL BE CONTAINED WITHIN A SEALED ENVELOPE/CONTAINER AND CLEARLY MARKED WITH "PROPOSAL #2014-001" & DELIVERED TO:**

**Town of Occoquan  
Town Hall  
314 Mill Street  
Occoquan, VA 22125  
ATTN: Town Manager**

The Town of Occoquan does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against any Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment.

In compliance with this Request for Proposal and all the conditions imposed herein, the undersigned offers and agrees to furnish the products and/or services In accordance with the signed Proposal or as mutually agreed upon by subsequent negotiation.

**Name and Address of Firm:**

\_\_\_\_\_  
\_\_\_\_\_

Signature In Ink

\_\_\_\_\_  
\_\_\_\_\_

Print/Type

1.0 **PURPOSE:** The purpose and intent of this Request for Proposal (RFP) is to solicit sealed proposals to establish contracts with qualified Offerors to provide Building Inspection and Plan Review services on an “on-call” basis for the Town of Occoquan, (herein after referred to as “Town”) in accordance with the Scope of Services and Terms and Conditions identified herein.

2.0 **COMPETITION INTENDED:** It is Town’s intent that this Request for Proposal (RFP) permit competition. It shall be the Offeror's responsibility to advise the Town Engineer, in writing, if any language, requirement, scope of work, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Town Engineer by 12:00 PM on December 15, 2014.

3.0 **BACKGROUND:** the Town is centrally located between Richmond and Washington D.C. along the Occoquan River near Interstate 95. Occasionally the Town has need of professional building official services to complete various architectural plan review (both new construction and tenant fit-up), building inspections, and general consulting services for the Town Manager, Town Engineer, Town Attorney, and Town Council.

4.0 **PERIOD OF PERFORMANCE/DELIVERABLES:** Any contract(s) resulting from this solicitation shall be for the period of one year with four (4) additional one-year renewal options. Offerors submitting proposals for less than the contract period specified will not be accepted. Any contract price adjustments shall be negotiated between the Town and the awarded vendor, and finalized in writing, prior to any renewal period.

5.1 **SCOPE OF SERVICES:** This requirement establishes the minimum scope of services necessary for selected firm(s) to provide “on-call” professional review and inspection services of various building construction projects within the Town limits. Services to be provided are as follows:

1. Building Plan review for compliance to appropriate building codes
2. Inspections of building construction within Town
3. Issuance of 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

5.2 All work performed under the resultant contract(s) shall be done under the supervision of Certified Building Official in accordance with the Virginia Department of Housing and Community Development (DHCD), Virginia Certification Standards (VCS), enforcing the Virginia Uniform Statewide Building Code (USBC), Statewide Fire Prevention Code (SFPC), and Amusement Device regulations (VADR). If the successful Offeror is a corporation, the corporation must be registered to do business in the Commonwealth of Virginia. The Firm shall abide by all Federal, State and Local laws and regulations governing the provision of the services called for in the contract.

5.3 The general function of the Building Official is to administer the provisions of the Virginia Uniform Statewide Building Code, Property Maintenance Code, and associated laws of the Commonwealth and the Town, including, but not necessarily limited to building and plan review, construction inspections, property maintenance inspections, and site inspections in the Town.

## 6.1 **PROPOSAL PREPARATION AND SUBMISSION**

### **REQUIREMENTS General Requirements**

6.2 RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP which specifically addresses those items listed in the Scope of Services or the area(s) of expertise proposed to be provided. One (1) original, three (3) copies and one (1) electronic media version (DVD, flash drive etc.) of each proposal shall be submitted to the Town as indicated on the cover sheet. **No other distribution of the proposal shall be made by the Offeror.**

6.3 Proposal Preparation: Proposals should be as thorough and detailed as possible so that the Town may properly evaluate the Offeror's capabilities to provide the required services.

6.3.1 Proposals shall be submitted on 8 ½ x 11" paper and prepared simply and concisely. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required.

6.3.2 Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

6.3.3 Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

6.3.4 Ownership of all data, materials and documentation originated and prepared for the Town pursuant to this RFP shall belong exclusively to the Town and be subject to inspection in accordance with the Virginia Freedom of Information Act. However, the Offeror may invoke the protection of Section 2.2-4342 of the Virginia Public Procurement Act prior to, or upon submission of, the data or other materials it wishes to be protected and state the reasons why protection is necessary. **(Complete Form on Page 6)**

6.4 **Submittal Requirements:**

**The Town will not accept unsealed, facsimile and/or electronic proposals.**

All information requested must be submitted. Failure to submit all information requested may result in the Town Engineer requiring prompt submission of missing information and/or giving a lower evaluation of the proposal or may result in the rejection of the proposal.

6.4.1 The return of the Request for Proposal cover sheet signed and filled out as required by a representative of the Offeror authorized to bind the firm into a contract.

6.4.2 All addenda acknowledgements, if any, signed and filled out as required. Any addenda to this solicitation can be easily accessed on the Town of Occoquan website – [www.occoquanva.gov](http://www.occoquanva.gov).

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Offerors are responsible for checking the website frequently. Failure to acknowledge all addenda may result in the rejection of your proposal submission.

6.4.3 Provide a Cover Letter/Executive Summary providing a brief company description and history.

6.4.4 Description of Services to Be Provided and Project Approach: Describe the firm's understanding of the Scope of Services or the area(s) of expertise proposed to be provided and how the firm proposes to manage anticipated contract(s), depth and variety of staff disciplines available, and familiarity with Federal, State and Local codes, laws and regulations governing the work.

6.4.5 Qualifications of the Firm and Project Team: Describe the qualifications and experience of the firm. If subcontractors and special consultants will be used, they should be identified and their qualifications included in the proposal response.

6.4.6 Provide a listing of the firm's last five (5) projects that contain work similar, or related, to that called for in the Scope of Services. The project/jurisdiction name, brief project description, location of the office responsible for the project, number of plans reviewed, type of plans reviewed, inspections performed, average time to complete plan reviews, longest time to complete plan review, time to respond to inspection request, and any other information deemed appropriate to an analysis of the firm's proposal by the Town. .

6.4.7 List professional staff to be assigned to the contract including resumes of key personnel and subcontractors. Describe the qualifications and experience of the proposed project team members.

6.4.8 Response Capability: Give an overview of current workload identifying specific projects, priority to be assigned to the Town projects and staffing available relative to the firm’s ability to respond to the request for services. As an example, “Our firm can accomplish requested inspections within 24 hours, \_\_\_% of the time, with those not accomplished with 24 hours to be completed within \_\_\_ hours of the request.”

6.4.9 Additional Data: This section should include any additional information the offeror believes to be essential to a thorough evaluation of its proposal.

6.4.10 References: The Offeror shall include a minimum of three (3) references where similar work was performed. Include the dates when work was provided, the business name, address, and name and telephone number of the contract administrator. The Town shall have the option of checking discovered references in addition to references provided by the Offeror. The Town must be able to contact references without notification to the Offeror.

6.4.11 Cost Estimates: **Cost estimates shall not be included in the proposal submittal.** Offeror’s selected for an interview will be requested by the Town to submit cost estimates.

7.0 **TIME FRAME/SCHEDULE OF EVENTS**

Solicitation Issue Date:	November 24, 2014
Questions Due:	December 15, 2014 – 12:00 PM
Proposals Due:	January 15, 2015 – 3:00 PM
Interviews/Oral Presentations	February 2015
Anticipated Contract Award:	March 2015

8.0 **EVALUATION AND AWARD CRITERIA:** **Evaluation Criteria:** Proposals will be evaluated by a Town committee using the following criteria as related to the Scope of Services:

Evaluation Criteria	Assigned Weight
1. Experience/Qualifications/Ability to Perform	35%
2. Past performance, scheduling performance, and general overall responsiveness in reviewing, approving, and inspecting a diverse mix of building plans and construction sites	30%
3. References	15%
4. Interview	20%

The Offerors who appear most capable of providing the services requested that can best satisfy Town’s needs, based on the scoring rubric described above (1) through (3), will be selected as finalists for further evaluation. There is no specified number of finalists that may be selected. Upon the completion of interviews/oral presentations by selected finalists, the evaluation committee will score proposals on the previously assigned scores for criteria (1) – (3) and an initial scoring of (4).

9.0 **Award of Contract** (Procurement of professional services): the Town shall engage in individual discussions with one or more offerors deemed fully qualified, responsible and suitable on the basis of the evaluation criteria. Repetitive informal interviews shall be permissible. At the discussion stage, the Town may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. At the conclusion of discussion, on the basis of evaluation factors stated above and all information developed in the selection process to this point, the Town shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the Town determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The Town may award contracts to more than one offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated. The Town will not sign any Offeror contract.

The Town may cancel the RFP, reject proposals or any portion thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359D, Code of Virginia).





## REQUEST FOR PROPOSAL

**ISSUE DATE: November 24, 2014**

**RFP # 2014-001**

**TITLE: On-Call Building Official Services**

Sealed Proposals will be received until **January 15, 2015 at 3:00 PM** for furnishing the products and/or services described herein. Facsimile and/or electronic proposals will **not** be accepted.

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Bruce A. Reese, PE, LS

Phone: (540) 373-8350

Fax: (540) 369-4499

E-Mail: [bruce@legacy-eng.com](mailto:bruce@legacy-eng.com)

**PROPOSALS SHALL BE CONTAINED WITHIN A SEALED ENVELOPE/CONTAINER AND CLEARLY MARKED WITH "PROPOSAL #2014-001" & DELIVERED TO:**

**Town of Occoquan  
Town Hall  
314 Mill Street  
Occoquan, VA 22125  
ATTN: Town Manager**

The Town of Occoquan does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against any Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment.

In compliance with this Request for Proposal and all the conditions imposed herein, the undersigned offers and agrees to furnish the products and/or services in accordance with the signed Proposal or as mutually agreed upon by subsequent negotiation.

**Name and Address of Firm:**

Total Construction Solutions, LLC.  
P.O. Box 209, Manassas, VA. 20110

Signature In Ink

Douglas S. Smith  
Print/Type

PROPOSAL FOR

**PLAN REVIEW, COMMERCIAL,  
RESIDENTIAL, AND EROSION AND  
SEDIMENT CONTROL ON-CALL  
INSPECTION SERVICES**



Prepared for:

**The  
Historic Town of  
Occoquan, Virginia**

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Town of Occoquan  
314 Mill Street  
Occoquan, Virginia 22125

ATTN: Ms. Kirstyn Barr

RE: Proposal for On-Call Inspection Services,  
Plan Review, Building Code, and Erosion and Sediment Control

Dear Ms. Barr,

Total Construction Solutions LLC. (TCS) is pleased to provide the following proposal in response to your request for a proposal (RFP) to provide plan review, on-call building code inspection, erosion and sediment control inspection, storm water management inspections, and building official services. Contained herein is documented evidence of our firm's capabilities. This proposal takes the following into consideration:

- Our important and informative conversations regarding our capabilities and services which are stipulated in this proposal;
- A thorough knowledge of the municipal requirements for building code, erosion and sediment control inspections, and building official services based on our current standing with the Town of Haymarket and The Town of Dumfries;
- An extensive base knowledge of the construction practices and requirements involved in providing the services annotated herein, including but not limited to field inspections and reinspections of residential and commercial facilities, forensic inspections for building code violations, hazardous conditions, structural failures, or improper use of facilities, compliance with the building code for building, plumbing, mechanical and electrical building practices, field inspections and reinspections of erosion and sediment control measures, and providing building official responsibilities according to the IBC and IRC;
- A total of over 11 years of building inspections experience with steadfast achievements encompassing thousands of municipal, commercial and residential structures and roadways;

TCS is equipped to facilitate all of the provisions outlined in your RFP documentation in an efficient, prompt and professional manner, at a fair and reasonable cost. We understand the undertaking and magnitude this places on the Town of Occoquan, and we are committed to maintaining the Town of Occoquan's best interest by providing outstanding professional service to the Town and their clients.

Our current staff includes certified Virginia State Building Officials, State of Virginia Professional Engineers, International Code Council (ICC) building inspectors for residential and commercial projects, certified American Concrete Institute (ACI) concrete building inspectors for commercial and residential projects, DCR Erosion and Sediment Control Inspectors, and Geologists. TCS works hand in hand with Soil Consultants Engineering, Price Engineering, Williams Design Group, and Bera Engineers Inc. to provide geotechnical engineering, structural engineering, electrical, mechanical, and plumbing (MEP) engineering, architecture design, and plan review.

TCS strives to provide building code inspection and enforcement on an as need basis, while providing the best customer service to the Town and your local businesses and residences. TCS is proud of our customer service and when you call your TCS representative, you will never get an answering service. You will always speak with a qualified representative who is ready and willing to assist the Town as best as possible.

Enclosed are our comments and responses to the services provided. We appreciate the opportunity to render this proposal, and look forward to working with you.

Sincerely,



Douglas S. Smith  
Owner

### **Services TCS can Provide**

TCS is a unique company able to facilitate services to assist jurisdictions from start to finish in the building code enforcement process. TCS is experienced in creating and providing documents for permit applications, building permits, inspection certification, and occupancy permits. TCS employs Virginia Building Code Officials who are highly knowledgeable of the building code, and can assist with all official documentations required in the code enforcement program. The building official also provides emergency responses for building or structural damage, and performs annual building inspections as required by code. The Building official will update the Town Council on a monthly basis with information of the building department projects, and is available for code interpretation to the town council and citizens.

TCS provides plan review by working with a team of Professional Engineers and Architects to provide expertise in all aspects of the construction industry. Plans are reviewed in a timely manner to ensure all structures are designed according to the current code and in accordance with standard engineering practices. TCS strives to provide comments or approval for plan review in the required 30 day time allowance to keep the project moving in a timely manner.

TCS employs qualified, educated professionals to provide commercial and residential inspections, and Virginia erosion and sediment control inspections. Our inspectors are certified to perform all building code inspections and erosion and sediment control inspections required by the commonwealth of Virginia. Each inspection will be properly documented and provided to the town. TCS also saves all documents as an additional back up for these important Public Records.

### **TCS Approach to Providing the Required Services**

TCS is located in downtown Manassas, approximately 15 miles from the Town of Occoquan, and our employees' personal residences are located throughout the Washington metropolitan area. We can dispatch from the office or from their homes to arrive at the job site within a maximum time frame of 30 minutes, ensuring swift and decisive problem resolution. Through the teamwork of our personnel mentioned in the previous section, we're equipped and certified to perform every residential and commercial inspection, and erosion and sediment control service required at any time of day or night.

Once the inspections have been scheduled, TCS uses a team system to provide the best quality assurance and response time possible for the requested services. We begin by providing our client with a highly qualified and certified inspector to be onsite as soon as possible after the request or at the designated time agreed upon during the initial inspection request. This inspector will oversee and inspect the specific elements of the construction per the ICC Building Code. After our testing/inspections are complete, all of the information obtained is uploaded into our unique electronic database. Once uploaded, the documents are reviewed and corrected for quality control and are then provided to the building official assigned to the Town. The Building Official is assigned to oversee the project inspectors to make sure everything is being performed accurately and on or ahead of schedule.

The building official is always available to answer the project inspectors' questions, or to head up information disbursement regarding the project's special needs or requests. The building official will perform the final checks of all tests and inspections that are performed, and secure the final document with his or her certification after the review.

### **TCS Projection of Section**

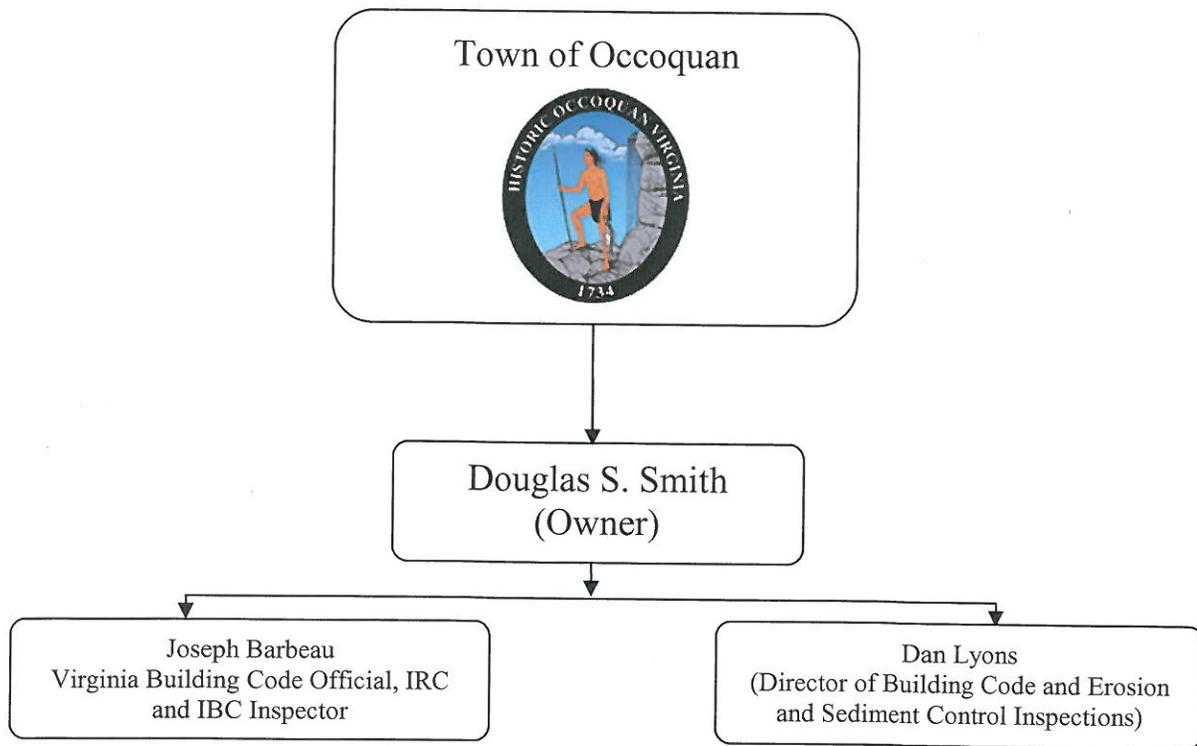
Based on the information provided, TCS estimates that this project will require highly qualified and certified personnel throughout the project. These personnel will include:

- 1) Residential and commercial inspectors qualified in ICC, IBC, and IRC Building Codes
- 2) Qualified Erosion and Sediment Control Inspectors
- 3) Qualified Building Officials through the State of Virginia
- 4) Qualified Architects through the State of Virginia
- 5) Qualified Structural, and Civil Engineers through the State of Virginia
- 6) Qualified Electrical, Mechanical, and Plumbing Engineers in the State of Virginia
- 7) Qualified plan reviewers for each of the code modules
- 8) Professional organization and record keeping abilities

TCS agrees and completely understands that all data, materials and documentation originated and prepared by TCS will belong exclusively to the town and be subjected to the public inspection in accordance with the Virginia Freedom of Information Act. TCS does not have trade secrets or proprietary information that will need to be submitted.

## Expertise & Experience of TCS Personnel

TCS employs only the most thoroughly proven inspectors. Each and every member of our staff is well versed in International Building Codes (IBC), International Residential Code (IRC), Virginia Department of Housing and Community Development (DHCD), and American Society for Testing and Materials (ASTM) regulations as well as certified and licensed by the states and counties they plan to work in before they can begin receiving assignments. Our personnel are prepared to offer expert advice, estimates, and recommendations to our clients.



## **Expertise & Experience of Subcontractors and Special Consultants**

TCS is grateful to team up with three of the areas industries leaders and experts in their trade. Each company is certified and registered in the State of Virginia and licenses professionals in their fields. Resumes for each company are attached for your reference.

### **William Design Group LLC.**

William Design Group was founded by Mr. Scott Williams in 2006. With a team of engineers and architects, Williams Design Group offer full architectural and interior design services. Past projects consist of institutional, commercial, historic, and public projects types. They have worked on an exciting range of projects from the renovation of an 1800's farmhouse to a new 14,000 sq ft custom residence in Great Falls Virginia, to the Forrestal Visitor Center Museum at the Department of Energy in Washington D.C.

### **Price Consulting Engineers**

Price Consulting Engineers was founded by Mr. Byron Price. Mr. Price holds multiple degrees in civil and structural engineering as well as construction management. Mr. Price has been working in the construction industry for over 20 years. He understands the ever-changing world of structural design and is consistently striving for a deeper understanding of our building environment. He believes in keeping current with industry associations and technological advances as an important part of creating solutions for our clients.

### **Bera Engineers, Inc.**

Bera Engineering was established by Mr. Pulak R. Bera, PE in 1992. Mr. Bera has over 35 years of experience in architectural engineering design in Mechanical-Electrical-Plumbing (MEP) areas and associated projected management. He has vast experiences in verities of commercial and government projects. He has also impressive managerial and engineering experiences in design-build projects.

## **Past Projects**

### **Pace-West School Conversion**

14600 Washington Street  
Haymarket, Virginia

Project Principle-QBE Global/Shawn Landry, PhD (703) 498-8650

Project involved the complete remodel of the “Old” Pace West School into a multi-tenant occupancy development that included:

St Paul School/Charles Wittrock  
Living Hope Church/CD Charnahan (571) 436-4378  
Café Bonjour (Commercial pastry prep-kitchen)  
QBE Global/ Shawn Landry, PhD  
Joint use gymnasium

The process included pre-construction consultations with the engineers and architects involved. Inspection and certification of the development of approved Americans with Disability Act (ADA) compliances throughout the entire structure. Performed all building code inspections throughout the entire project and coordinated with Prince William County fire and law enforcement officials for compliance of the fire and safety plan in the building.

### **Foster’s Grill Companies**

4432 Costello Way  
Haymarket, Virginia 20169

Principle-Mike Cerny, President, (703) 754-6269

Coordinated review of the property to develop a patio café area to meet the Virginia State Alcoholic Beverage Control Commission’s requirements, while maintaining patron safety and establishment’s ADA and fire egress requirements. Involved the coordination with the property owner and adjoining business tenants. Lead pre-construction meeting and performed plan review and building code inspections throughout the project.

### **The Pointe/Danforth Homes**

17600 Possum Point Road, Lots 1-18  
Dumfries, Virginia 22026

Principle/Developer – Bruce Leinberger (703) 928-9659

Coordinated reviews and inspections, at the developer's time schedule. Performed building code inspections from the foundation to the issuing the final Chain of Occupancy permit for all constructed residences in the development. Worked hand in hand with the each contractor and engineer to insure all practices were being performed according to code.

### **Dumfries Elementary School Remodel**

3990 Cameron Street  
Dumfries, Virginia 22026

Principle-Biscayne Contractors, Inc.  
Thomas Williams, Superintendent (301) 440-8351

Performed initial plan review, updated plan review, and performed all building code inspections for the remodeling project. Over an 18 month project schedule we performed inspections on the weekends and after-hour inspections as needed to keep the project on the strict Prince William County time line.

### **Haymarket Food Pantry**

14740 Washington Street  
Haymarket, Virginia

Town Manger/Town of Haymarket  
Brian Henshaw (703)753-2600

A structural emergency occurred in the food storage house which was observed on a Saturday when the problem was discovered. The building official performed an emergency inspection on the structural integrity of the structure and provided recommendations to keep the area safe from overloading. A final report was provided to the town in less than 24 hours.

**Douglas S. Smith**

Douglas earned his B.S in Geology from University of Tennessee in 2005. He has been working in this field full time for over 5 years but has worked for similar firms for the majority of his life. He has an unparalleled amount of experience with residential and commercial inspections due to his long term experience and is qualified as a DCR Erosion and Sediment Control Inspector. He is presently the owner of the company and is included in all aspects of the company and the company's responsibilities.



- (1) *Owner and President of TCS*
- (2) *Project Manger for Town of Haymarket*
- (3) *Project Manger for Town of Dumfries*

**Joseph E. Barbeau**

Joseph has a bachelor degree in Public Safety, specializing in Emergency Management from Capella University, Minnesota. Joe was the Assistant Building Inspector, and sat on the Board of Appeals for the City of Salem, Massachusetts from 2001 through 2008. Inspector for Department of Defense (DOD) at AP Hill in 2009 He is presently certified as an ICC Commercial and Residential Building Inspector, DCR Erosion and Sediment control inspector and Responsible Land Disturber. He is also OSHA-10 and OSHA-30 certified. Joe has extensive experience in code enforcement and plan review.



- (1) *Assistant building inspector for City of Salem Massachusetts*
- (2) *Building Official for Town of Haymarket*

**Dan Lyons,**

Dan is our Director of Building Code Inspections. He has been working for 10 years as a commercial and residential building code inspector and a erosion and sediment control inspector. He is presently certified as Building Inspector/Combination, and Building Code/Core Module through the State of Virginia. He is currently certified to perform ICC International residential code and international building code for residential and commercial inspections, and DCR Erosion and Sediment control inspector.



- (1) *Building and E&S Inspector for Town of Dumfries*
- (2) *Town Building Inspector for the Town of Dumfries*

## **Response Capability**

As an “on call” company, TCS is equipped to provide qualified inspectors in a 24 hour time frame from the initial time of request. During normal business hours a live person will always take your calls and schedule all needed services. TCS employees are provided cell phones if questions or emergencies occur and contact is required during off hours. We understand when emergencies occur time is of the essence. Between our employees and our consultants, a qualified individual will be dispatched to your site as quickly as possible in all emergency situations. TCS will assign an inspector specifically for your town and projects. When your assigned inspector is unavailable our team of inspectors and professionals will still be able to provide the same 24 hour and emergency service until your assigned inspector has returned. This allows your town to have a building inspector at all times.

## **References**

Total Construction Solutions is a full service firm, structured to provide Virginia Building Code Official services, residential and commercial building inspections, and erosion and sediment control inspections firm. Our staff has over 11 years of experience performing residential and commercial inspections for all aspects of the building process. TCS works hand in hand with successful companies such as Price Engineering and William Design Group, Bera Engineers Inc. to provide services in critical areas of the construction process. Headquartered in Manassas, VA, TCS is poised to provide an unparalleled scope and level of service to all our clients throughout the mid-Atlantic United States

## **Town of Haymarket**

15000 Washington Street Ste 100  
Haymarket, Virginia 20168

Phone: 703-753-2600  
ATTN: Brian Henshaw, Town Manger  
Fax 703-753-2800  
Email [bhenshaw@townofhaymarket.org](mailto:bhenshaw@townofhaymarket.org)



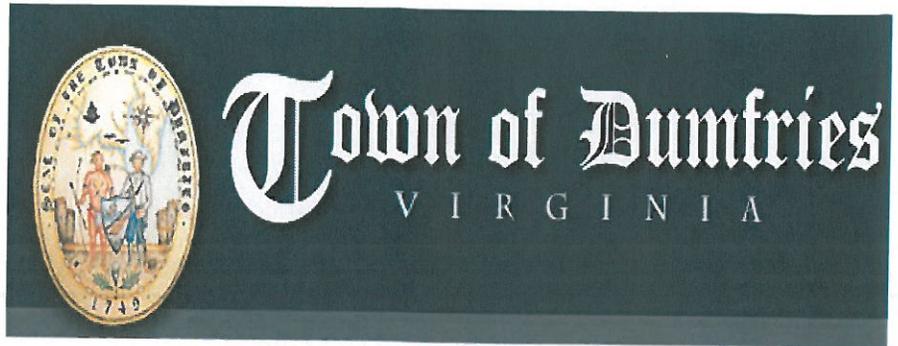
### *Project Scope*

Presently, TCS performs the duties of the Town Building Inspector, commercial building inspector, residential building inspector, plan reviewer, and erosion and sediment control inspector for the Town of Haymarket. TCS reviews all plans before permit release, performs all residential and commercial buildings inspections, and Virginia erosion and sediment control inspections during the construction of the project. TCS assist The Town of Haymarket with final approval of building and release of Certificate of Occupancy. TCS performs all emergency responses for building or structural damage and performs annual building inspections as required by code. TCS provides a monthly report for the Town of Haymarket’s Town Council with updates of the building department’s projects and is available for code interpretation to the town council and citizens. Plan review is completed prior to 30 days after the official submittal of the plans.

## Town of Dumfries

1775 Main Street  
Dumfries, Virginia 22026

Phone (703) 221-3400,  
ATTN Mr. Terry Myers  
Fax (703) 221-3544  
Email: [tmyers@dumfriesvirginia.org](mailto:tmyers@dumfriesvirginia.org)



### *Project Scope*

February 2012 to April 2014, TCS performed the duties of the residential building and commercial building inspector and plan reviewer. TCS performed all residential and commercial building inspection, all Virginia erosion and sediment control inspections, and performed all emergency building and structural inspections. Presently, TCS performs on-call building inspection and residential inspections for the Town of Dumfries. When needed, TCS will perform commercial and residential building inspections. After each inspection an inspection daily will be written and presented to the Virginia Building Official for the Town to review.

# Scott Williams Resume

## Architecture



<b>Williams Design Group, LLC - Clifton, VA</b> Owner - Residential, Institutional, and Small Commercial, Interiors.	May 2006 - Present
<b>Feeney Williams Architects, LLC - Washington, DC</b> Partner - Residential and Small Commercial.	Dec 2004 - May 2006
<b>STUDIOS Architecture - Washington, DC</b> Associate, Director of Technology, Large Scale Commercial Projects, management, multi-office integration, training. , Bloomberg HQ. New York, XM Radio	May 2003 - Dec 2004
<b>Marymount University - Arlington, VA</b> Adjunct Professor/Guest Critic, Courses in Computer Aided Design	Dec. 1998 - 2001
<b>Scott M Williams Design/MCAST - Clifton, VA</b> Owner - Architectural/Consulting	June 2000 - April 2003
<b>STUDIOS Architecture - Washington, DC</b> Associate, Project Architect, Dir of Information Systems International, Large Scale Commercial Interiors and Architectural Projects Discovery Channel Miami Headquarters, Arnold And Porter 400,000 s.f. Law Firm, Latham and Watkins	Sept. 1992 - May 2000
<b>Bryant and Bryant Architects - Washington, DC</b> CAD Manager, Project Architect Pentagon Heating/Cooling plant, WSSC Water Treatment Facility	August 1991 - Sept. 1992
<b>Jenkins•Peer Architects - Charlotte, NC</b> Director of Computer Services, Project Architect Pulp and Paper Lab North Carolina State, NCSU Jordan Hall Large Scale Commercial and Residential Projects.	July 1987 - August 1991
<b>Reg Narmour, The Architectural Group - Charlotte, NC</b> Director of Computer Services, Project Architect Large Scale Multi-Family and Single-Family	October 1984 - July 1987
<b>Ferebee Walters and Associates - Charlotte, NC</b> Intern Architect - Intergraph CAD	Sept 1983 - October 1984
<b>E+G Consultancy - Cairo, Egypt</b> Intern Architect, Villa Prototype for Island Development	March 1982 - Sept. 1982

## **E**ducation

**Bachelor of Architecture** - Ball State University

August 1983

**Bachelor of Science Environmental Design** - Ball State University

August 1983

**Independent Study/Internship** - E+G Consultancy, Cairo, Egypt

March 1982 - Sept. 1982

### **NCARB Registration**

NCARB Registration: Number 65706

Virginia Architectural Registration: Registration Number 014875

Maryland Architectural Registration: Registration Number 15832

North Carolina Architectural Registration: 1989 Registration Number 5738

Georgia Architectural Registration Currently In Process

### **Recent Commercial Projects for Williams Design Group, LLC**

- Ellis and Liberty Island, NY. Activities: Post Hurricane Sandy Investigation, Analysis, and documentation of roof conditions/damage
- Martin Luther King Pavilion, Atlanta, GA. Activities: Design, coordination for new covered park pavilion.
- Fort Meade Bathroom Renovations, Ft Meade MD. Activities: Full renovation and ADA improvements to 5 bathrooms in Bldgs 1250 and 1252.
- McGuire AFB, Wrightstown NJ. Activities: Provide Design Documents and Specifications for replacement of existing roof system on the roofs for Buildings B1907, B1907A and B1908
- USARC, MD. Activities: Repair Electrical Panels, Southern MD, USARC
- Hometown Veterinary Clinic Addition, Springfield VA. Activities: New 2 story addition to house overnight kennel facilities to existing Veterinary Clinic.
- Villagio Restaurant, Clifton VA, Activities: Full renovation to Historic 1800's building to house new restaurant.
- Sports Network, Manassas VA, Activities: Interior renovation to 2 story reception, waiting and viewing center for the indoor soccer facility.
- Dumfries Permit Review Contract, Dumfries VA, Activities, Subcontracted to do Architectural Permit Reviewing for Town of Dumfries.
- Haymarket Permit Review Contract, Dumfries VA, Activities, Subcontracted to do Architectural Permit Reviewing for Town of Haymarket.
- Department of Energy Museum, Washington DC, Activities, Design of New DOE Museum at headquarters in Washinton, DC
- Department of Energy Guard Station Replacements, Washington DC, Activities, Design and documentation of 3 external Guard Security Stations and Kennels.
- Department of Energy Interiors, Washington DC, Activities, Design and documentation of numerous interior design projects from security guard stations, new offices, conference rooms, etc
- Department of Energy Full Building Analysis, Washington DC, Activities, Full analysis of over one million square foot headquarters to re-organize the entire organization
- Department of Energy Germantown, Germantown MD, Activities, Design and documentation of 2 external Guard Security Stations, Kennels and Bus Station
- St Columba Episcopal Church Renovations, Washington DC, Activities, Various renovation projects including Nursery School Renovations and Teachers Lounge Renovation
- Residential, DC, MD, VA, NC, Activities, over 150 residential projects ranging from new homes to additions to interior renovations.

**Byron Price, P. E.**  
**President, PCE, Inc.**

**Project Assignment:** Principal-in-Charge/Project Manager

**Years Experience:** 28

**Education:**

- Bachelor of Science Civil Engineering. University of Missouri, Columbia, Missouri 1986. Major area of study-Structural Engineering.
- Master of Engineering Management. George Washington University, Washington, DC 1992. Major area of study-Construction and Facility Management.
- Total Quality Management Seminar from **Dr. Deming** 1992
- Special Courses and Seminars
  1. ACI Short Course Slabs on Grade
  2. Keystone Design Seminar
  3. AISC Connection Design Seminar
  4. Design and Repair of Trusses
  5. Advanced Design of Wood Structures
  6. A.B. Chance Helical Pile Design Seminar
  7. AISC Light Gage Framing Design Seminar
- Load and Resistance Factor Design of Steel Structures Univ. of Virginia
- Advanced Reinforced Concrete Design Univ. of Virginia
- Advanced Strength of Materials Univ. of Virginia

**Professional Registration:**

- District of Columbia; Maryland; New Jersey; Pennsylvania; Virginia

**REPRESENTATIVE PROJECT EXPERIENCE**

**BUILDING DESIGN PROJECTS**

.....

- Andrews Air force Base Equipment Shop expansion.
- Andrews Air Force Base Golf Course Club House expansion.
- Environmental Screening Laboratory, Aberdeen Proving Grounds, MD.
- Hampton Inn, Parsippany, New Jersey. Design of Expansion. Structural Steel

- Car Wash, Fredericksburg, Virginia. Structural Steel, Concrete, CMU for Capital Design Group
- Vet Clinic, Springfield, Virginia

## **CONCRETE FORMWORK PROJECTS**

- .....
- Mobil Oil, Fairfax, VA
  - Communication Workers of America, Washington, D. C.
  - USF & G, Baltimore, MD
  - Tower Oaks, Rockville, MD
  - Dulles Airport Baggage handling area

## **CONSTRUCTION ENGINEERING**

- .....
- Amherst Ave. temporary pedestrian bridge
  - Safety equipment for bridges and buildings
  - Various pick beams for different loading conditions
  - Man basket support frame for working under bridges
  - Temporary construction bridges

## **SUPPORT OF EXCAVATION PROJECTS**

- .....
- Numerous support of excavation projects for ICON in the Baltimore/Washington area.
  - Johns Hopkins Subway Station, Baltimore, MD. for George Hyman Construction Co.
  - National Archives, College Park, MD. for George Hyman Construction Co.
  - Naval Intelligence Center, Suitland, MD. for George Hyman Construction Co.
  - Numerous Residential Projects in Northern VA
  - Support of excavation for Shirley Contracting at Chippenham Parkway, Richmond, VA
  - Support of excavation design for Shirley Contracting at Sugarland Run, Drainesville, VA
  - Support of excavation for construction of Amherst Ave. Bridge for Shirley Contracting

- Support of excavation in vicinity of Norfolk Southern track, Salisbury, Maryland for Cherryhill Construction
- Support of excavation in vicinity of CSX track, Springfield, VA for Shirley Contracting
- Support of excavation design for V & S Utility Contractors at Fila building, Baltimore, MD.
- Support of excavation design for V & S Utility Contractors at Johns Hopkins University
- I-95 Springfield Widening excavation support design for Phase I, II and III
- I-95 Hot lanes excavation support
- Rt 27/Columbia Pike bridge replacement support of excavation for Shirley Contracting
- Little Rocky Run bridge replacement support of excavation

## **MICRO PILE and UNDERPINNING PROJECTS**

- Reagan National Airport
- Freddie Mac
- Navy Federal Credit Union
- Piney Branch Bridge Abutment Repair
- Huntley Meadows Boardwalk
- Gordon's Pond Boardwalk

Pulak R. Bera, PE, President, Bera Engineers, Inc.  
 301 309 2350 (O), 240 271 0822 (Cel) e-mail address:  
 pbera@beraengineers.com

#### **Education**

- ❖ MBA 2002, Johns Hopkins University, Baltimore, Maryland
- ❖ MSEE 1980
- ❖ BSEE 1976, Calcutta University, India

#### **Professional Registrations**

Registered Professional Engineer of Maryland (Original PE in 1984), Virginia, District of Columbia, Illinois, and North & South Carolinas

#### **Experience Summary**

Mr. Bera has over 35 years of experience in architectural-engineering design in Mechanical-Electrical-Plumbing(MEP) areas and associated project management. He has vast experiences in varieties of commercial and government projects. He has also impressive managerial and engineering experiences in design-built projects.

#### **Examples of recent Commercial Projects**

##### **Representations:**

##### **Offices**

- 120,000 Sq. ft. AED office fit out, Wash DC.
- Many tenant fit-out & free standing office (some of them are 250,000 + sq. ft.) building projects in Maryland, Illinois, Virginia & Washington DC

##### **Educational Facility**

- Virginia Career Institutes (30,000 + sq. ft. facility), Richmond, Virginia
- Montgomery College-Admin Bldg, Rockville, Maryland

##### **LABS**

- Bioveris, Gaithersburg, Maryland – two separate fit-out and renovations in this Lab and addition of fume hoods
- Montgomery Cardiology, Building 2, Rockville, Maryland
- Functional Genetics, Gaithersburg, Maryland – Standard Lab fit-outs

##### **Storage Facilities**

- Many extra Space Storage Facilities – up to 140,000 sq ft in DC and Maryland

##### **Churches**

- Walker Memorial Church renovation, Wash DC & many church projects at various locations
- St Columba, Washington DC

##### **Medical Centers**

- Many John Hopkins Community Physicians centers up to 25,000 sq ft
- Many other medical facility in Virginia, Maryland and Washington Area

##### **Sports Center & Swimming Pool**

- Effingham Sports Center – 180,000+ sq ft sports center with Olympic size Swimming Pool and Therapy and in Effingham, Illinois
- Reisterstown Ice Rink – 100,000+ sq ft sports facility in Reisterstown, Maryland

- Eight Kids First Swim schools in Maryland, Virginia & South Carolina

##### **Generator Addition**

- Completed many generator addition project in Maryland, DC and Virginia including a large generator addition in the Verizon Building

##### **Industrial Facility**

- DOKA Facility, Baltimore, Maryland. This is a 42,000 sq ft industrial facility.

##### **Historical Building Restoration**

- Many Historical building's restoration projects, this includes Decatur House at Lafayette Square Washington DC which is restored under White House Historical Society
- Complete renovation of Bethesda Theater with addition of a large commercial kitchen to convert the facility to a dinner theater

##### **Restaurants;**

- Many noteworthy restaurants in the area, including Washington DC's Lima at K St, NW, Busboys & Poets at V ST, NW, Fur Night Club, NE & Pleasure Cove(Large restaurant & night club by the ocean side) in Pasadena, Maryland
- Many Pizza Huts (work directly with the Pizza Hut's corporate office).
- Many Haagen-Dazs, Dunkin Donut & Smoothie Kings establishments in Washington DC, Maryland & Virginia areas

##### **Multi-Family Housings**

- Blue Sky Housing, 501 M Street, 8-Apt Bldg, NW Wash DC
- The Lacy Condo 1100 Florida Avenue, 26-Apt Bldg, NW Wash DC
- Tom Foley's (Retired Speaker of House) Washington DC, which includes a multi-story historical structure apartment complex.
- Presently designing a fire damaged 26-units 5-story apartment building in Silver Spring Maryland
- Home Properties' Apartment Complex communities in Northern Virginia area. These communities varies with 60 to 87 buildings with as much as 900 apartments in a community.

##### **Retails.**

- Many Hallmark retail outlets in Maryland, Virginia, & Delaware areas.
- Sports her way, sports store, Alexandria, VA
- Miss Sixty, Georgetown, Washington DC

##### **Veterinary Center;**

- Hometown Veterinary Clinic in Alexandria, Virginia

##### **Specialty Protects**

- Many horse centers, barns, arena in Virginia, Maryland, New Jersey, Kentucky & Florida. Presently working on a large horse center project known as Northern Virginia Therapeutic Center in Full Cry Farm, Clifton Virginia.\

**NAME:** DOUGLAS S. SMITH  
**POSITION:** PRESIDENT  
**YEARS OF EXPERIENCE:** 15 YEARS  
**EDUCATION:** UNIVERSITY OF TENNESSEE  
CATAWBA COLLEGE  
**REGISTRATION:** GEOLOGIST  
**CERTIFICATIONS:** CORE MODULE OF THE VIRGINIA BUILDING CODE ACADEMY  
LEED GREEN ASSOCIATE  
ACI FIELD CONCRETE  
WACEL SOILS 1

**WORK EXPERIENCES:**

2014-Present                    **Total Construction Solutions LLC.:**                    Manassas VA

Directly responsible for managing all company's operations including the building code inspections, Virginia Building Official inspections, and code enforcement operations. I personally organize and manage of jobs, billing and invoicing, bidding and proposal preparation. Projects include Virginia Building Code Inspector for the Town of Dumfries, Virginia Building Code Inspector and Building Code Official for the Town of Haymarket. Project supervision include all projects for Town of Dumfries and Town of Haymarket

2010-Present                    **Soil Consultants, Inc.:**                    Manassas VA

Directly responsible for managing all company's operations including the geotechnical engineering department, residential inspection department, commercial inspection department, land development department, building code enforcement department, and soils & concrete laboratory. Project experience includes commercial, industrial, development, public works and urban and rural projects. I personally conducts investigations and analysis for projects, including forensic investigations, provides technical guidance, compiles and analyzes data, manages laboratory performance, reviews reports and provides supervision on the day to day activities of the office support team. I personally organize and manage of jobs, billing and invoicing, bidding and proposal preparation. Project supervision and project oversight including review and quality control of engineering technician field work and daily field reports, assuring work performed complies with approved plans and specifications, Inspections; Interaction with clients, county officials, engineers, contractors and architects for the various jobs.

2006-2010                    **Environmental Consultants and Contractors:**                    Chantilly VA

Project Management of drilling/geoprobing for environmental soil sampling, environmental sampling of potential contaminated water and soils including waters in wetland and storm water management facilities, environmental and safety construction oversight and dewatering, installing and maintaining contaminated water filtration systems, monitoring well installations and abandonment, emergency and non emergency environmental cleanup, petroleum underground storage tank removal, and report writing. Have experience in decision making, leadership and management in and around jobsites.

Summer 2004

**Self Employed Landscaping:**

Knoxville TN

Funded, organized, and managed all organizations of landscaping business including accounting, obtaining clients, project organization, and hiring and firing employees. Jobs included all around yard maintenance including; mowing and trimming, weeding, landscaping, planting flowers, painting, and tree trimming. Performed and maintained business while taking full time classes and maintaining passing grades in my college education in engineering.

Summer  
2005, 2002, 2000

**Soil Consultants, Inc:**

Manassas VA

Technician, concrete cylinders, soil proctors, percolation tests, nuclear density gage certified, WASAL soil and concrete certified. Assisted in all concrete and soils laboratory work.

**PROJECT EXAMPLES:**

Huntsman Lake Dam, Burke VA  
North Dakota Wind Farm, Rolla ND  
Falls Grove Development, Yorkshire VA  
Christ Church, Fairfax VA  
National Cathedral, Washington D.C.  
Montrose Crossing Rockville MD  
Nebel Street Extension, Rockville MD  
Z-Burger Arlington VA  
Bachman Property Vienna VA  
Cockpit Point Woodbridge VA

**COMPUTER LANGUAGES PROGRAMS:**

Efficient in Slope stability programs including STABGM. GINT Boring log programs used in the geotechnical industry, and most of the common Microsoft office applications including word, excel, power point, and access.

**CLUBS AND ORGANIZATIONS:**

Northern Virginia Building Industry Association (NVBIA):  
Founder and President of The Future Leaders of the Building Industry Committee, from 2012-Present. Also an executive member of the NVBIA organization

Republican Party:

President of the Fauquier County Young Republican Organization, January 2014-Present  
Young Republican Representative for the 5<sup>th</sup> Voting District of Virginia February 2012-Present.  
Treasurer of the Fauquier County Republican Organization, January 2012-January 2014

**INTERESTS:**

Rugby:

Actively involved in local men's rugby club and supporter of the University of Tennessee collegiate men's rugby club

Was the Vice President of the Western Suburbs men's rugby club in 2012 and was responsible for the management and organization of rugby functions including field prep and maintenance, practice and game organization, equipment responsibility, and recruiting for members.

Also enjoy:

Water sports, hunting, skiing, fishing, hiking, camping, home beer brewing, and traveling

# Joseph E. Barbeau, Jr.

13256 Old Gordonsville Road  
Orange, VA 22960  
(540) 672-2505  
Jabo58@msn.com

## Career Summary:

- A Code Professional that is Detail Oriented and Certified, as exemplified below:
  - Interim Building Official/ Building Inspector, Town of Haymarket, Virginia.
  - President's List Student, Capella University, Bachelor of Science in Public Safety Class of 2015.
  - Project Superintendent for \$ 5.2 million ARRA 14 Building renovation Project.
  - Certified ICC and Massachusetts Building Inspector.
    - Residential and Commercial Certification.
  - Litigation Experience before:
    - Courts, State Boards, and Municipal Boards.
  - Government Background including:
    - Department of the Army, FEMA, State, and Municipal involvement and employment.

## CERTIFICATIONS:

- FEMA, NRF Training, Effective Communication Training
- DHCD Commercial and Residential Building Inspector Certification - pending
- DHCD Core Course, Advanced Building Officials Course
- Registered Virginia Erosion and Sediment Control Responsible Land Disturber (Cert. # 33452, recently expired, awaiting re-certification course due to Commonwealth backlog.)
- NCPCCI (National Certification Program for Construction Code Inspectors)
- Certified Massachusetts Local Inspector (# 07-05-151)
- Building Inspector Certification (# 80211685-B1)
- ICC Residential Building Inspector (# 80211685-B5)
- ICC Commercial Building Inspector (# 8021685-B2)
- OSHA (Occupational Safety & Health Administration) - 10 Certification (Cert. # 001113257)
- OSHA – 30 (Cert# 1540234)
- Trained in Open Meeting Laws and Ethics
- Department of the Army Contract Administrator/ Construction Representative Ethics Training
- Anti-Terrorism Level 1 Training (Cert.# 1017354245400C062960B288251)
- NSC Defensive Driver Course 8.2 (SCN # C0000557)

**IT SKILLS:**

- Microsoft Office Suite, Dept. of Army Information Assurance

**EMPLOYMENT:**

2014 - Current

**Interim Building Official/ Building Inspector, Town of Haymarket, VA**

Under contract through Total Construction Solutions

9303 Center Street

Manassas, Virginia 20110

- Interim Building Official, course work completed, awaiting administration of Certified Building Official Examination
- Providing Inspectional Services
- Developing department required forms, logs, and files
- Providing all services required of a Building Official
- Working through DHCD to acquire further Certifications

2009 - 2010

**Project Superintendent**

TMG Services Inc.

2400 Renovations Project

Fort Pickett MTC

Blackstone, VA 23824

- Managed all aspects of jobsite safety, inclusive of OSHA, Code, and UFC.
  - Adherence to Company policy, Accident Protection Plan, Erosion, Sediment Control, and Storm Water Plans.
- Ensured adherence to all Construction Codes, including ICC, NFPA, and UFC.
  - Including adherence to Plans and Specifications, Tracking Submissions, and Scheduling Inspections.
- Managed all onsite tracking of Project including but not limited to Scheduling, Materials, Manpower, and Coordination.
  - Maintained the onsite Office and Files, communicating with the Multiple Contractors involved with this Project.
- Onsite Supervisor for this \$ 5.2 million ARRA Project to renovate 14/ 100 man Barracks.

2008 – 2009

**Senior Engineering Tech**

J. M. Waller Associates

Department of the Army

Directorate of Public Works

19952 North Range Road

Fort A. P. Hill, VA 22427-3132

- Developed Preventative maintenance Data Base and tracking Program for all Fire

Prevention and Detections Systems on post.

- Including Smoke Sensing, Heat Sensing, Dry Chemical, Deluge, and Wet Chemical Systems.
- Oversaw the Installation of Fire Protection Sprinkler System for Multiple Barracks structures.
- Acted as Codes Maven for the rest of the Engineering Group utilizing both Certification and extensive Code Knowledge.
  - ICC Codes, Virginia State Codes, Unified Federal Criteria, NFPA Codes, and ADA Requirements.
- Authored White Papers regarding Code Compliance when deviations from the same occurred on various jobsites.
  - Regarding Egress Issues, Classification of Structures, Accessibility Requirements, and Code Violations.
- Provided Owners Representative Inspections for many various Projects throughout the post.
  - Including Barracks and Housing Renovations, New Building Construction, Range and Support Facilities, and Dining Facility Renovations.
- Acted as Safety Inspector when a prolonged illness caused the absence of the regular SI.

2004 – 2008

**Assistant Building Inspector/ Assistant Inspectional Services Department Head**

City of Salem

120 Washington Street

Salem, MA 01970

- Certified Local Inspector (Cert. # 07-05-151) by the Commonwealth of Massachusetts.
- Assistant Department Head and/or Acting Building Commissioner when required.
- Liaison for Department regarding all Court Proceedings, providing Testimony, True Attest Documents, Affidavits, Filings, and Enforcement of Decisions by the Court.
  - In this capacity brought 36 cases through the Courts for Enforcement of Building and Zoning Codes, never lost a case.
  - Represented the City during Hearings before Architectural Access Board, Board Of Building Regulations and Standards, Zoning Board of Appeal, and Federal Housing Administration.
- On call 24/7 to Assist other City Officials with Subject Matter Expertise whenever needed, including structure fires, collapses, storm damage, and accidents or incidents.
  - Third Tier Respondent for Massachusetts Emergency Management Administration, and Federal Emergency Management Administration.
- Reviewed all submitted plans, Issued Permits, Stop Work Orders, Legal Opinions, and Code Interpretations.
  - Based on 780 CMR, Massachusetts Building Code, and ICC International Building Code, NFPA Codes (particularly Life Safety (101), Fire Alarm (72), and Fire

Protection (13, 13R, 13D, 13E)), ICC Existing Building Code, IIC Environmental Code.

- Handled all Web Content for this Department.
- Conducted all required Inspections, including but not limited to Site, Rough Frame, Insulation, Finish, And Life Safety.
  - Responsible for Enforcement and Inspection required by MA Comprehensive Sprinkler Installation in all A2 and A3 Establishments.
  - Responsible for all Additional Life Safety and Special Amusement Structures Inspections required due to the Month Long Halloween Celebration in Salem.

2002- 2004

**Zoning Board of Appeal, Associate Member**

City of Salem

120 Washington Street

Salem, MA 01970

- In Depth Knowledge of Zoning Law and City Ordinances.
  - General Laws of Massachusetts (pertaining to Code Enactment and Enforcement, Open Meeting, Zoning, and Ethics), 780 CMR (Massachusetts Building Code), ICC Codes, NFPA Codes, and Architectural Access Requirements.
- Sat as Voting Member to Maintain Quorum.
- Participated in all discussions and commentary, authored Decisions.
- Trained in Open Meeting Law and Ethics.

2002- 2004

**Facilities Director**

YMCA's of the North Shore

1 Sewall Street

Salem, MA 01970

- Ensured the Maintenance, Operation, and Integrity of all Building Systems for the various Facilities (4 Campuses).
  - Including Mechanical (Hydronic Heat, Electric Heat, Gas Heat, Air Conditioning, and Steam Heat Systems), Lighting (Emergency, Pool and Locker Area, Security, and Gymnasium), Plumbing, Electricity, Lifting, and Life Safety, Fire Suppression, and Pool Filtration.
- Responsible for Budgeting (\$3.5 million Annual Operating Budget), Capitol Improvement Renovations, Staffing (Hiring, Scheduling, Training, Supervising, and Payroll), Contracting of Services and Supplies, and Preventative Maintenance Programs.
- Provided Planning and Support for Fund Raising, Community, and Staff Events.
  - Including Fund Raising Efforts from Appearances, Cold Calls, Visibility Efforts (Volunteer Projects, Parades, and Community Out Reach Projects).
- On Duty Director whenever Executive Director or Program Director was not on site.

- Requiring the Supervision of all Programs and Staff throughout this Facility, Resolution of all Client Issues, Responsibility for the Largest Childcare Provider Service in that Region, and Communications with Regional Management Office Personnel.
- Attended Meetings of the Board of Directors as an Advisor for all matter concerning Building and Maintenance matters.
  - Assisted with the Planning of both a New Childcare Center and a New Regional Facility.
- Under my Administration the Facilities Department was able to recapture the trust and support of our Member Cliental and Community by providing the Maintenance and Support Operations that had fallen to a level of inefficiency prior to my arrival.

1989-2002

**Self- Employed Carpentry Contractor**

48 School Street

Salem, MA 01970

- Operated as design and installation contractor, doing mostly finish work for a small loyal clientele, in the Salem area.
- Custom Cabinetry Fabrication and Design, Installation of Doors, Windows, Wall Units, Cabinetry, Casework, Joinery, Marquetry, Parquetry, and Specialty Pieces (Custom Dark Room and/or Art Pieces).
- Specialized in Interior Design and Layout for both Residential and Commercial applications.
- Furnished all Permit Submission and Shop Drawings.

1984-1991

**Barbeau Builders, Proprietor**

Winthrop, MA 02152

- Built a symbiotic business with a local general contractor providing both manpower and management for their many commercial projects.
- Had a hand in almost all aspects of their business, while at the same time managing my own team as a sub-contractor.
- Involved in multiple simultaneous commercial projects, involving wood, masonry, steel, mechanical, and plumbing fabrications, fire protection systems, building control systems, and site work.
- Responsible for site and staff supervision, project management, scheduling, materials procurement, and installations.

## EDUCATION:

2012 – Current (Class of 2015)

**Capella University**

**Bachelor of Science in Public Safety, with a Specialization in Emergency Management**

Minneapolis, MN 55402

- 4.0 GPA in every quarter of study.
- President's List status throughout program to date
- Recipient of Achieve Grant for educational excellence.

1978 -1981

Northeastern University

**Lincoln College Bachelor of Engineering Technology, in Electrical Engineering (no Degree)**

360 Huntington Avenue

Boston, MA 02115

- Electrical Engineering education within the discipline while concentrating on the more practical side, concerning applications as opposed to theoretical design or invention.
- Awarded the Adolph Arnold Award for Creative Engineering Design.
- Honorable Mention from the American Society for Engineering Education (ASEE).
- Designed an improved Gastro-Intestinal Stomach Pump System, utilizing a portable self-contained design with improved suction controls.
  - Ability to be used in other field applications such as a drainage system for sucking chest wounds or abdominal hemorrhages.
- Representative for this Program on the Student Council.
- Member of the Design Display Committee.
- Coordinator of the Design Display Judges Luncheon.
- Cooperative Education experience is listed below.

Co-operative Education at Raytheon

**Junior Technical Writer**

Raytheon Service Company

Tech Writing, Systems Logic Group

2 Wayside Road

Burlington, MA 01803

- Worked on Classified Department of Defense Weapons Projects.
- Received a Confidential Security Clearance from the D.o.D.
- Junior Technical Writer in the Systems Logic Department.
- Wrote the Military Technical Manuals for the repair, testing, and operation of the systems logic components of various defensive weapons systems.

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**JOSEPH E BARBEAU JR.**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00800.b**

**National Response Framework, An Introduction**

*Issued this 11th Day of April, 2014*



0.3 IACET CEU

A handwritten signature in black ink, appearing to read "Tony Russell".

Tony Russell  
Superintendent  
Emergency Management Institute

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**JOSEPH E BARBEAU JR.**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00242.b**

**Effective Communication**

*Issued this 11th Day of May, 2014*



0.8 IACET CEU

  
Tony Russell  
Superintendent  
Emergency Management Institute

Home > My ICC

**My CEUs & Certifications** | Joseph Barbeau

**Certification: CEU Activities for Renewal**

CEU Activity Option	CEU Provider	CEU Activity Name	Activity Date	Activity Quantity	Report CEU Activity CEUs Reported
edit 00 Other	See Renewal Application Form	See Renewal Application Form	05/21/2014	0.50	0.50
edit 09 In House Training/Employment as an Inspector, Code Official, Plans Examiner or Permit Technician	Soil Solution Consultants	employment	02/18/2014	1.00	1.00
edit 00 Other	Capella University	Bachelors Degree In Public Safety w/ a Specialization in Emergency Management	02/11/2014	3.00	3.00
edit 10 Accredited College, Technical, or Vocational Course(s)	Capella University	Bachelors Degree Program	02/11/2014	3.00	3.00
edit 02 Self Study Course(s) approved by ICC or ICC Campus	Occupational Safety and Health Association	OSHA 30 Online Certification Course	04/30/2010	1.00	0.10
edit 10 Accredited College, Technical, or Vocational Course(s)	Commonwealth of Virginia	Responsible Land Disturber, Erosion and Sediment Control, Online Study and Testing for Certification	02/27/2010	3.00	3.00

**Certification: Summary**

Certification Program	Status	Expiration Date	Certification Number	Submit Renewal Application
Residential Building Inspector	Certified	05/21/2017	8021685	
Building Inspector	Certified	05/21/2017	8021685	
Commercial Building Inspector	Certified	05/21/2017	8021685	



**SAVE™** Sustainable Attributes Verification and Evaluation Program  
**One Resource—Multiple Green Rating Systems**



**JOSEPH E BARBEAU JR  
COMMERCIAL BUILDING INSPECTOR**

The individual named hereon is CERTIFIED in the category shown, having been so certified pursuant to successful completion of the prescribed written examinations.  
Expiration date: January 9, 2012  
No. 8021685-B2

*Joseph E. Barbeau*

Not valid unless signed by certificate holder.  
ICC certification attests to competent knowledge of codes and standards



Administrator

**Certified Building Official**  
Joseph E. Barbeau, Jr.  
Local Inspector



Commonwealth of Massachusetts  
**Department of  
Public Safety**



**JOSEPH E BARBEAU JR  
BUILDING INSPECTOR**

The individual named hereon is CERTIFIED in the category shown, having been so certified pursuant to successful completion of the prescribed written examinations.  
Expiration date: January 9, 2012  
No. 8021685-B5

*Joseph E. Barbeau*

Not valid unless signed by certificate holder.  
ICC certification attests to competent knowledge of codes and standards



**JOSEPH E BARBEAU JR  
RESIDENTIAL BUILDING INSPECTOR**

The individual named hereon is CERTIFIED in the category shown, having been so certified pursuant to successful completion of the prescribed written examinations.  
Expiration date: January 9, 2012  
No. 8021685-B1

*Joseph E. Barbeau*

Not valid unless signed by certificate holder.  
ICC certification attests to competent knowledge of codes and standards



38-600710910

This card acknowledges that the recipient has successfully completed a 30-hour Occupational Safety and Health Training Course in  
**Construction Safety and Health**

**JOSEPH BARBEAU**

Rick C. Knight

4/30/2010

(Trainer name - print or type)

(Course and date)



001113257

U.S. Department of Labor  
Occupational Safety and Health Administration

**Joseph Barbeau, Jr.**

has successfully completed a 40-hour Occupational Safety and Health Training Course in

**Construction Safety & Health**

(Trainer)

*Jan C. Mantoli*

12/15/06

(Date)

**Competent Person**

This card verifies the completion of ST&S's  
Powered Industrial Truck Operator Safety course.



Name: Joseph Barbeau

Date of training: 6/17/10

Date of evaluation: 6/17/10

Instructor: William Stanley

**COMMONWEALTH OF VIRGINIA**  
Soil and Water Conservation Board  
203 Governor Street, Suite 206  
Richmond, Virginia 23219  
Telephone (804) 786-2064



**EROSION AND SEDIMENT CONTROL  
RESPONSIBLE LAND DISTURBER**

Expires  
**02/27/2013**

**Joseph E Barbeau**

Certificate  
**33452**

*Joseph H. Maroon*  
Secretary of the Board

*David L. Moyer*  
Chairman of the Board

**RESUME'**

**Of**

**DANIEL W. LYONS**

## PERSONAL INFORMATION

**Daniel W. Lyons**  
194 Girl Scout Drive  
Hedgesville, WV 25427

Home – (304) 229-5729  
Cell – (540) 490-0455  
dwlyons@juno.com  
tundra4x4@frontier.com

## WORK HISTORY

**INSIDE SALES** (Current Employer)  
Sellmore Industries, Inc.  
Buffalo, NY

Position responsibilities include interaction with customers and prospects, assisting in determining the needs to fit their requirements and desires as well as project research and review for distribution to qualified contractors. Providing submittals and samples, invoicing, estimating and quoting projects, day-end closeout and deposit preparation. Product lines include sidings, numerous roof materials, windows, doors, etc.

**ESTIMATING ENGINEER & PROJECT MANAGER**  
BRL Roofing  
Chantilly, VA

Duties involved design of metal roofing systems, estimating, material ordering, preparation & submission of submittals, developing detail materials of the projects that involved the roof and it supporting materials as well as interaction between General Contractor and sub-contractors and installing contractors. Maintain necessary inventories of materials. Position was for duration of projects / 7 months.

**TECHNICAL REPRESENTATIVE**  
McElroy Metal Mills – NE US Division  
Winchester, Virginia

Duties involved designing, estimating metal roofing and wall systems. Ability to understand and apply architectural and engineering specification and plans to the design and estimating process. Communication with contractors, customers, end-users and design professionals to assist them in the proper application of product. Lecture and instruct architects and

engineers in the proper usage and design of materials. Maintain library of information pertaining to products for submittal processes. 5 years experience / position relocated to LA.

### **BUILDING INSPECTOR**

Clark County Building Department  
Berryville, Virginia

Duties involved inspection and enforcement of the VIRGINIA UNIFORM STATEWIDE BUILDING CODE, ICC INTERNATIONAL BUILDING CODE, ICC INTERNATIONAL RESIDENTIAL CODE, and related Code family to insure construction was to the minimum standards set forth for safety. Involved detailed, computer based record keeping, reading, reviewing and through understanding of blueprints, engineering drawings and technical specification materials. Regular interaction with architects, engineers, and contractors and crews also required. Ability to read, understand, and relate the building codes to individuals as well as skilled tradesmen a must. Accepted position with McElroy Metal.

### **FACILITY MAINTENANCE TECHNICIAN**

National Wildlife Federation  
Winchester, Virginia

Responsibilities included all repairs and/or coordination with private contractors in the day-to-day operation and maintaining of all aspects of a 290,000 sq. ft. facility. Duties included dealing with electrical wiring, up to and including 440 volt/3 phase; conveyor systems, pneumatic and electrical; industrial racking; fire sprinkler systems; computer networking and cabling; computerized telephone networking, cabling, punch down and maintenance; hydraulic repair and maintenance; all aspects of plumbing; low voltage wiring; control circuits; PC based Close Circuit TV, Access Control Systems, and Fire & Security Systems; HVAC and Chiller operations; environmental controls; Pneumatic compressor operation and maintenance.

Duties included all dealings and scheduling with outside contractors and prospective contractors; inspectors, governmental, insurance or others; OSHA/VOSHA regulation enforcement and inspections; all safety, fire, and other regulatory testing and inspection; initial specification for all facility projects including minimum standards and costing; emergency response to all accidents and hazards with-in the facility; Haz-Mat control.

Responsibility also included accurate and timely record keeping, use of PC and various software, including spreadsheets, word processors, CAD, as well as other proprietary software. Ability to communicate effectively in both word and writing, presentation of proposals and other programs. Fulfillment division eliminated by employer.

### **SECURITY OFFICER/MAINTENANCE REPAIR**

National Wildlife Federation  
Winchester, Virginia

Job duties included providing security and loss prevention to NWF facility, assets, and employees as well as light maintenance within the facility. Position advancement.

### **LOSS PREVENTION OFFICER**

JC Penney Company  
Winchester, Virginia

Job duties included Loss Prevention of assets of JC Penney Company through both external and internal means. Criminal investigations involving credit card fraud, theft and deception. Internal audits. Safety and OSHA inspection compliance. CCTV and Alarm installation, service, and operation. Full time / reduced to part time when accepted position with NWF.

### **OWNER/OPERATOR – Electronic Security Company**

Martinsburg, West Virginia

Design, installation and service of all types of commercial and residential security systems, fire systems, access control, satellite systems, and communication systems. Supervision and direction of employees, scheduling and training. Involved working as both the general contractor and sub-contractor. Planning and maintaining job requirements to remain within regulatory (UL, NFPA, OSHA) and cost specification.

### **POLICE OFFICER (Certified – State of WV)**

City of Martinsburg  
Martinsburg, West Virginia

Duties included enforcement of Federal, State and Local codes. Investigations of criminal activities, incidents and accidents. Ability to make quick decisions, possibly involving life and death. Ability to work alone or part of a team and to remain calm and collected in extremely high stress situations, to achieve a stated goal. This position required extremely accurate record keeping, gathering and labeling of evidence, as well as testimony in administrative hearings, local, state and federal courts. This position required the use, ability and need to be proficient in the use of various firearms and numerous electrical and electronic devices. Injured during drug raid / disabled.

### **DEPUTY SHERIFF (Certified – State of WV)**

Berkeley County Sheriff's Department  
Martinsburg, West Virginia

This positions first responsibility is to the local judicial circuit but other duties included enforcement of Federal, State and Local codes. Investigations of criminal activities, incidents and accidents. Ability to make quick decisions, possibly involving life and death. Ability to work alone or part of a team and to remain calm and collected in extremely high

stress situations, to achieve a stated goal. This position required extremely accurate record keeping, gathering and labeling of evidence, as well as testimony in administrative hearings, local, state and federal courts. This position required the use, ability and need to be proficient in the use of various firearms and numerous electrical and electronic devices. Accepted position with MPD.

## EDUCATION

### **West Virginia State Police Academy – Basic Law Enforcement Training**

WV State Police Academy  
Institute, West Virginia

Graduate – 27<sup>th</sup> Basic Class

Certified – State of West Virginia Div of Justice & Community Services

Course study included Criminal Law, Laws of Arrest – Search & Seizure, Motor Vehicle Law, Accident Investigation, Public Speaking, Report Writing, Court Testimony, Explosives, Firearms certification, Breathalyzer certification, Self defense training.

### **Shepherd University (College)**

Shepherdstown, West Virginia

Non-degree specified. General studies including Algebra, Chemistry, Literature, History, Computer Programming, and Photography.

### **Martinsburg Senior High School**

Martinsburg, West Virginia

Graduate – Diploma

General studies with college weighted course load.

Air Force Junior ROTC – Squadron Commander, Deputy Squadron Commander

Selected to WV Junior Leaders Camp, Camp Dawson, WV

Stage Crew

Played and Lettered in Lacrosse

## ADDITIONAL TRAINING

### **ON-SCREEN Takeoff – Design Software**

OnCenter Software Certificate

**TOPVIEW ADVANCED SOFTWARE TRAINING** – Roof Design Software – Certified - Specwise

**BUILDING INSPECTOR / COMBINATION** – Certificate – State of Virginia

**BUILDING CODE / Core Module** – Certificate – State of Virginia

**ICC / 2003 International Residential Code and International Building Code Update Courses** – State of Virginia

**HVAC – CFC License** (currently taking course)

**BCLS** – American Red Cross

**JLG Arial Platform Certification**

**Raymond Industrial Truck Operator with re-certifications**

**Basic First Aid** – American Red Cross

**State of West Virginia – Electrical License / Low Voltage** (WVLV00112)

**National Burglar and Fire Alarm Association** – Level 1 Certified Technician

**National Registry – Emergency Medical Technician/Ambulance** with re-certification

**WV Certified Law Enforcement Officer** - WV Div of Justice & Community Services

**Drug and Narcotic Criminal Investigation** – US Department of Justice / Drug Enforcement Administration (certified)

**Outlaw Motorcycle Gang Investigation** – US Department of Justice / US Marshal Service

**Street Survival Course** – US Department of Justice / US Marshal Service

**Smith & Wesson Chemical and Non-Lethal Weapon Training** – Smith & Wesson (certified)

**Selective Traffic Enforcement Program (STEP)** – WV State Police Academy

**Kustom Traffic Radar Instructor Training**, Kustom Electronics (certified)

**WV University / Fire Extension Service** - Section 1 Firefighter Certified

**WV University / Fire Extension Service** - Section 2 Firefighter Certified

**WV University / Fire Extension Service** - Self Contained Breathing Apparatus

**University of Maryland / Fire Academy** – Explosives and Dangerous Material Handling

(As well as numerous other seminars and training classes.)

## REFERENCES

**Gary Lockart** (Professional) Supervisor/Regional Manager  
McElroy Metal Mills  
Winchester, VA  
(207) 439-7701

**Torin Ward** (Professional) Co-Worker  
McElroy Metal Mills  
Winchester, VA  
(603) 856-1989

**Paul Foltz** (Professional/Personal) Supervisor/Facilities Manager  
National Wildlife Federation  
Winchester, VA  
(717) 446-0659

**Martin Clifford** (Personal)  
Hedgesville, WV  
(304) 229-2219

## HOBBIES & ORGANIZATIONS

**AF&AM** – Masonic Order – Master Mason

**PHOTOGRAPHY** – I am an avid aviation photographer with a primary interest in military aviation. I freelance and have had photos published in newspaper (local & wire), periodicals, and web sites.

**WOODWORKING** – I enjoy making furniture and a specialized craft called Intarsia. Intarsia is a craft in which a picture is made using different types and colors of wood similar to that of a stained glass window.

**COMPUTERS** – I enjoy constructing, using, and instructing persons in the use and operation of personal computers and various software.

**HOMESHOP** – Many interesting activities from welding, plumbing to home construction.



# TOWN OF OCCOQUAN

## TOWN COUNCIL MEETING

### Agenda Communication

<b>9. Regular Business</b>	<b>Meeting Date:</b> April 7, 2015
<b>9 C: Request to Approve a Proposal to Employ The Engineering Groupe (TEG) to Serve as Project Administrator for the Construction of the Restroom and Maintenance Facility at River Mill Park</b>	

#### **Explanation and Summary:**

This is a request to approve a proposal to employ The Engineering Groupe (TEG) to serve as project administrator for the construction of the restroom and maintenance facility at River Mill Park. Matthew Williams, the Town's Assistant Town Engineer and engineer with TEG, has served as the project lead for the development of the plans associated with the Town's portion of plan development of the park site, including a restroom and storage facility, improvements to the foot bridge and the pavilion and trail design. During the March 3, 2015 Town Council meeting, the Town approved the site plan for the bathroom and storage facility and as a result, it is now entering the construction phase. This is a request to utilize TEG as the Project Administrator for the construction phase of the restroom and storage facility. Pending approval, construction is expected to last from May through the end of the year.

**Engineer's Recommendation:** Recommend approval.

**Town Attorney's Recommendation:** Approval subject to resolution of contract terms.

**Town Manager's Recommendation:** Recommend approval, contingent on Town Attorney review.

**Cost and Financing:** \$1.5 Million (Original Approved PWC CIP Project Budget)  
**Account Number:** PWC Capital Plan

#### **Proposed/Suggested Motion:**

"I move to approve the proposal to employ The Engineering Groupe to serve as project administrator for the construction of the restroom and maintenance facility at River Mill Park, subject to contract terms satisfactory to the Town Attorney. I further move to permit the Mayor to sign all associated agreements, contracts and other documentation related to the construction of the facility."

OR

Other action Council deems appropriate.

**Attachments: (1)** TEG Proposal

## SHORT FORM CONTRACT

TEG Proposal Number: E14-24626R1- 02

Date: 4/2/2015

We are pleased to present the SHORT FORM CONTRACT to perform surveying services for:

Project Name: River Mill Park  
 Project Location: Town of Occoquan, Virginia  
 Client: Town of Occoquan  
 Address: PO Box 195  
 Occoquan, VA 22125  
 Attention: Ms. Kirstyn Jovanovich

### Description of Work:

As an amendment to the Engineering Groupe Proposal/Contract No. E14-24626R1 dated September 22, 2014, the Engineering Groupe Shall perform the following:

The Engineering Groupe, Inc. will be the Project Administrator during the construction phase of the River Park project. The project will include the construction of restroom facilities and improvements to retaining walls, walk ways, a pavilion and a pedestrian bridge. Below is a summary of services, attached is a more detailed description of each task.

#### Phase I Pre-Construction

- |    |                            |                 |          |
|----|----------------------------|-----------------|----------|
| 1. | Strategic Planning         | Fee: \$2,800.00 | Lump Sum |
| 2. | Procurement of Contractors | Fee: \$3,800.00 | Lump Sum |

#### Phase II Construction

- |    |   |                  |  |
|----|---|------------------|--|
| 3. | Construction Observation and Project Administration | Fee: \$18,000.00 | Estimate - Four Months<br>(\$4,500.00 Per Month) |
|----|---|------------------|--|

#### Phase III Post Construction

- |    |   |                 |                          |
|----|---|-----------------|--------------------------|
| 4. | Final Acceptance                                      | Fee: \$6,800.00 | Hourly Basis<br>Estimate |
| 5. | <u>General Consulting, Meetings, and Coordination</u> | Fee: \$4,000.00 | Hourly Basis<br>Estimate |

Fee Amount: \$35,400.00

Basis: See Above

TEG will render invoices monthly for the work completed. These invoices are due and payable within thirty (30) days of receipt. TEG Standard Terms and Conditions apply to all work performed hereunder. The above-mentioned work was requested as outlined herein. Please endorse below.



The Engineering Groupe, Inc. Ned A. Marshall, LS, Executive Vice President

We hereby accept the terms and conditions as outlined herein and authorize TEG to begin work.

I hereby assure TEG that I have the Authority to enter into this contract on behalf of the firm to whom this proposal is addressed.

Signature

Date

Name/Title

Firm

### **Phase I Pre-Construction**

#### 1. Strategic Planning

The Engineering Groupe, Inc. shall review plans and other project documents prepared by consultants (architects, suppliers, utility companies and other consultants) for the project. Two (2) design review meetings will be conducted by The Engineering Groupe, Inc. The purpose of these meetings will be to coordinate efforts and to make sure that the project proceeds in a timely and efficient manner. Consultants must take into account construction access, staging, materials storage, and other construction phase items.

Fee: \$2,800.00 Lump Sum

#### 2. Procurement of Contractors

This task will begin when the agreement is executed and end after the pre-construction meeting.

- a. Contact construction associations and several contractors to assess interest in the project.
- b. Work with owner and/or attorney to either edit a standard agreement (American Institute of Architects or other) or create an agreement that reduces risk and is appropriate for the work.
- c. Create a scope of work that is “full scope” including all aspects of construction.
- d. Solicit bids
- e. Analyze bids
- f. Interview contractors, check references and safety records.
- g. Provide “Best Fit” contractor recommendations to the owner.
- h. Issue Notice to Proceed (Signed by Owner)
- i. Schedule, coordinate and attend Pre-Construction Meeting.

Fee: \$3,800.00 Lump Sum

### **Phase II Construction**

#### 3. Construction Observation and Project Administration

The Engineering Groupe, Inc. shall visit the site at intervals appropriate to the stage of work in construction in order to observe the progress of the work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor’s work but to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on this general observation, The Engineering Groupe, Inc. shall keep the Client informed regarding the progress of work and shall endeavor to guard the Client against deficiencies in the work. It is understood that the Contractor, not The Engineering Groupe, Inc. is responsible for the construction of the project. The Engineering Groupe, Inc. is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; schedule; quality of products or

installation; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

This task will begin after the pre-construction meeting and include:

- a. Site visits at an average of twice per week during construction. These visits will verify progress and ensure that contractors and consultants are working per the contract documents.
- b. Conduct weekly construction progress meetings and issue meeting notes.
- c. Communicate with Owner, contractor, outside consultant, etc.
- d. Review contractor's schedule, monthly invoices and contractor's proposed changes in time, cost and scope. Recommendations will be provided with each review.
- e. Obtain occupancy permit.

Fee: \$4,500.00 Per Month  
Estimated 4 months

### **Phase III Post Construction**

#### 4. Final Acceptance

This task will begin after the construction is complete and will end with final Town acceptance.

- a. Prepare punch list and final acceptance documents.
- b. Prepare closeout documents

Fee: \$6,800.00 Hourly Basis  
Estimate

#### 5. General Consulting, Meetings and Coordination

This task includes communication and coordination efforts associated with meetings, conferences, tele-conferences and communications and general consulting. Such coordination efforts might include, but not be limited to contacts with the Client, contractors/subcontractors, builders, consultants, architects, geotechnical engineers and wetland consultants.

Fee: \$4,000.00 Hourly Basis  
Estimate

We welcome the opportunity to provide these project administration services for you. The Hourly Rates Schedule is attached and incorporated into this proposal.



## ATTACHMENT

### Hourly Rate Schedule

This Schedule is subject to Revision Annually  
Effective through December 31, 2015

Principal/COB/COO	\$295.00	Per Hour
Executive Vice President	\$285.00	Per Hour
Senior Vice President	\$240.00	Per Hour
Vice President/Branch Manager	\$220.00	Per Hour
Assistant Vice President	\$200.00	Per Hour
Senior Project Manager/Surveyor	\$190.00	Per Hour
Project Manager/Project Planner	\$150.00	Per Hour
Project Engineer/Project Surveyor/Field Coordinator	\$140.00	Per Hour
Engineer II/Landscape Architect II/Planner II	\$130.00	Per Hour
Engineer I/Landscape Architect I/Planner I	\$120.00	Per Hour
Engineer Tech II / Survey Tech II	\$115.00	Per Hour
Engineer Tech I / Survey Tech I	\$110.00	Per Hour
Engineering Intern	\$ 75.00	Per Hour
Administrative	\$90.00	Per Hour
Field Party – 4 Person	\$260.00	Per Hour
Field Party – 3 Person	\$225.00	Per Hour
Field Party – 2 Person	\$195.00	Per Hour
Expert Testimony	\$395.00	Per Hour



# TOWN OF OCCOQUAN

## TOWN COUNCIL MEETING

### Agenda Communication

<b>9. Regular Business</b>	<b>Meeting Date:</b> April 7, 2015
<b>9 D: Request to Award Contract and Appropriate Capital Funds for Repairs to Asphalt and Curbing on River Road to Prince William County Public Works</b>	

#### **Explanation and Summary:**

The approved Fiscal Year (FY) 2015 Capital Improvement Plan includes an item for the repaving of River Road. The Town of Occoquan entered into a Mutual Aid and Assistance Agreement with Prince William County (PWC) in 2009 to provide assistance with public works projects and repairs. Under this agreement, the Town Manager, Town Engineer and Maintenance Supervisor met with representatives from the Prince William County Public Works Department regarding repaving River Road.

After consulting with the Town Attorney, it was determined that the Town is responsible for maintenance of the travel lane and not the designated parking area. In addition, the Town previously agreed to permit residents to utilize the town-owned property at the end of River Road for additional parking.

The quote obtained from PWC includes repaving the travel lane, repairing curbing to address drainage issues located near the intersection of River Road and East Locust Street, and placing gravel at the end of River Road for overflow parking for residents. The total cost for the project is \$24,520. During the summer of 2014, VDOT rated River Road's condition as 'very poor' with a rating of 38 out of 100.

The FY 2015 Capital Improvement Plan designated \$111,500 from existing reserves, with \$10,000 identified for River Road repairs. To date, the Town has completed three of the identified projects (Annex HVAC replacement, Town Hall recording system replacement, and holiday wreath replacement) for a total of \$23,677.72. In addition, the Town has spent \$3,780 in capital funds on replacement signage this year, for a total capital expenditure for FY 2015 of \$27,457.72. With the completion of the River Road project, the capital expenditure expected by FYE 2015 is \$51,977.72, which is \$59,522.28 under the budgeted amount.

If awarded, work will be scheduled to be completed prior to the end of the current fiscal year and town staff will work with County officials to coordinate the work with residents on and immediately adjacent to River Road.

**Town Engineer's Recommendation:** Recommend approval.

**Town Attorney's Recommendation:** Recommend approval.

**Town Manager's Recommendation:** Recommend approval.

**Cost and Financing:** Not To Exceed \$29,424 (Quote + 2% Contingency)

**Account Number:** Capital Improvement Fund

**Proposed/Suggested Motion:**

"I move to award a contract to Prince William County Public Works Department for the repair of asphalt and curbing on River Road and appropriate a not to exceed amount of \$29,424 from the Capital Improvement Fund."

OR

Other action Council deems appropriate.

**Attachments: (3)** Capital Improvement Plan - FY 2015  
River Road Repairs Quote  
Mutual Aid and Assistance Agreement, October 26, 2009

3/23/2015

**River Road Asphalt and Curb Repairs  
Town of Occoquan**

Project includes labor and material for following items;

Remove existing 60 feet of sunken asphalt curb beside #107 East Locust

Replace with 60 feet of concrete curb CG-2 and adjust height to provide drainage across road

Dig out and patch 2 areas with 4" asphalt at entrance to River rd. measuring approx. 9'X9' and 46'X8'

Mill River Road asphalt 1-1/2 inch deep and 18 feet wide from East Locust to the end of the parking area

Pave back milled area with 1-1/2 inches of SM-9.5A asphalt

18 feet measured from asphalt curb along west side of road

Install approx. 40 tons of 21-A stone in dirt area at end of road to provide 4 parking places

Seed and straw behind new curb and around gravel parking spaces

Paint 3 compact car parking spaces at entrance to match existing spaces

TASKS	QUANTITY	UNITS	COST/UNIT	TOTAL COST
County Crew and equipment	4	days	\$ 3,100.00	\$ 12,400.00
A-3 concrete	3	cy	\$ 90.00	\$ 270.00
asphalt (4" patching)	20	tons	\$ 65.00	\$ 1,300.00
21-A stone	40	tons	\$ 25.00	\$ 1,000.00
Dump Fees (old asphalt)	1	each	\$ 200.00	\$ 200.00
Mobilization	1	ls	\$ 1,000.00	\$ 1,000.00
Asphalt milling (1.5 inch)	700	sy	\$ 2.00	\$ 1,400.00
Asphalt paving	75	tons	\$ 82.00	\$ 6,150.00
Pavement Marking (3 spaces and 1 hashed out space)	4	spaces	\$ 100.00	\$ 400.00
seed and straw	1	LS	\$ 400.00	\$ 400.00
	SUBTOTAL			\$ 24,520.00
				\$ 24,520.00

TOWN OF OCCOQUAN APPROVED CAPITAL PLAN - FY 2015

	Project					Funding Sources				
	2015	2016	2017	2018	Pending	Total	Debt	Existing Reserves	Gifts/Grants & Other	To Be Determined
<b>Near Term (1-2 years)</b>										
Canoe/Kayak Ramp	36,000					36,000				
McKenzie Drive		70,000				70,000		7,500	28,500	
Washington Street Sidewalks		150,000				150,000		70,000	150,000	
Mill Street Runoff Remediation	23,000					23,000		23,000		
Document Management		25,000				25,000		25,000		
Occoquan Riverfront Park (Fairfax Water)	1,500,000					1,500,000			1,500,000	
River Road	10,000					10,000		10,000		
Reserve Study	10,000					10,000		10,000		
Annex HVAC	5,000					5,000		5,000		
Water Quality Improvement Sumps		50,000				50,000		50,000		
Replacement Holiday Wreaths	16,000					16,000		16,000		
Town Hall A/V Equipment/Sound System		15,000				15,000		15,000		
Reserve Projects	40,000	40,000				80,000		80,000		
	<b>1,640,000</b>	<b>350,000</b>				<b>1,990,000</b>		<b>311,500</b>	<b>1,678,500</b>	
<b>Subtotal Near Term</b>										
<b>Mid Term (3-5 years)</b>										
Historic Boardwalk (West)				500,000		500,000		100,000	400,000	
Computer Upgrades			20,000			20,000		20,000		
Reserve Study Projects			40,000	40,000		80,000		80,000		
			<b>60,000</b>	<b>540,000</b>		<b>600,000</b>		<b>200,000</b>	<b>400,000</b>	
<b>Subtotal Mid Term</b>										
<b>Long Term (6-10 years)</b>										
Historic District Parking Facility										
Historic District Underground Power Lines										
Town Hall Renovation/Restoration										
Reserve Study Projects										
<b>Subtotal Long Term</b>										
<b>Funding Sources</b>										
Debt										
Existing Reserves	111,500	200,000	60,000	140,000		511,500				
Gifts, Grants & Other	1,528,500	150,000	-	400,000		2,078,500				
To Be Determined										
<b>Total Sources</b>	<b>1,640,000</b>	<b>350,000</b>	<b>60,000</b>	<b>540,000</b>		<b>2,590,000</b>				

MUTUAL AID AND ASSISTANCE AGREEMENT

THIS AGREEMENT entered in the 26<sup>TH</sup> day of OCTOBER, 20 09, by and between the TOWN OF OCCOQUAN (the "Town"), and BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA (the "County") (the Town and the County being referred to herein collectively as "the Parties")

WITNESSETH:

WHEREAS, the Town has various public works projects and repairs it needs to perform; and

WHEREAS, the Town may require assistance from either county crews or contractors employed by the county during circumstances such as hurricanes, tornados, floods, snow, etc. to remove snow or debris from town roads and property and perform needed repairs; and

WHEREAS, the Town's public works department has limited resources and manpower to perform these projects, repairs and debris/snow removal; and

WHEREAS, Chapter 13 of Title 15.2, Code of Virginia (1950), as amended, authorizes joint actions by localities; and

WHEREAS, the Parties have agreed upon the terms and conditions pursuant to which the Town will reimburse the County for the cost to construct these Projects or perform needed repairs or removal; and

WHEREAS, the Parties desire to set forth their mutual understandings with regard to these projects and their respective undertakings pertaining thereto:

NOW, THEREFORE, in consideration of their mutual commitments, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the Parties agree as follows:

1. The County shall construct the public works projects, perform repairs, or remove debris or perform any other work (hereinafter, "Projects") on Town property in accordance with the Agreed Scope of Work as defined below. Except as provided in paragraph 3 below, the Town will provide a draft scope of work along with the Town's request for assistance to the Prince William County Director of Public Works. The Director of Public Works will provide a cost estimate along with any applicable notes for the Town's acceptance. The Town agrees to obtain all necessary

plan approvals, rights of entry and all permits required for the County to proceed with the Project. The Town may adjust the scope of work in light of the cost estimate, in which case the County shall then revise the cost estimate. When the cost estimate is within available resources and the scope of work is acceptable to the County, the Town Mayor and the County Director of Public Works shall execute a written Agreed Scope of Work which shall include the Agreed Cost Estimate and time table for completion and shall reference any approved plans, rights of entry, and necessary permits. The County shall then proceed with the Project in accordance with the Agreed Scope of Work. The Town shall pay the County the cost of constructing the Project, upon receipt of monthly invoices from the County, as further described in paragraph 4 of this Agreement. The County, through the Department of Public Works, Construction Services Branch, will construct the Project or perform the work on a time and materials basis. The County will charge the Town for its manpower, equipment, employees and contractors at the same rates and in the same manner as it currently bills internal County departments and agencies. The Parties recognize that cost estimates are based on information currently available. The total billing amount for the Project will not exceed the Agreed Cost Estimate without the written approval of the Town. If the total billing for the Project is anticipated to exceed the estimate originally provided, the County will promptly provide the Town with a revised cost estimate showing the cost to complete construction of the Project. In that event, the County will not proceed with completion of the Project until the Town has agreed in writing to the revised estimate. Any additions or changes to the Project from the Agreed Scope of Work must be approved by the Town and County in a writing that includes an adjustment in the Agreed Cost Estimate.

2. The Town shall have the right to direct the work or Project. The County shall consult with the Town during the course of the work or Project and shall regularly keep the Town advised of its progress.
3. In circumstances requiring the removal of more snow, debris, or other materials from Town streets and properties than the Town can accomplish with its own forces, the Town and County mutually agree that if orally requested by the Town the County, using its own personnel or companies under contract with the County, will provide aid clearing and repairing Town-owned streets and properties to the extent that such

County-controlled forces are available. The oral request for assistance under this paragraph 3 will be followed by a written confirmation from the Town as soon as practicable. The scope of the work shall be limited to that which is necessary to restore normal use of the Town streets or other property. The Town may limit or terminate an aid request under this paragraph by oral communication followed by written confirmation. In some cases, state and/or federal reimbursement may be available to cover all or portions of the cost for this work. Nothing in this Agreement authorizes, prohibits, or limits either Party from providing services to the other in emergencies involving police, fire, rescue, or other public safety and health or medical services.

4. Pursuant to paragraphs 1 and 3 of this Agreement, the County shall invoice the Town monthly for all Project expenses performed in accordance with the Approved Scope of Work or performed in connection with paragraph 3, and such invoices shall show the time and materials expended with sufficient detail for the Town to verify that the work was performed. Materials shall not be billed to the Town until delivered to the Project location or a Town storage facility. If liquidated damages are provided for in a County contract with a third party contractor and such damages are due on work performed for the Town, the Town will be entitled to bill and collect such damages as an offset to its invoice. The Town shall reimburse the County within thirty (30) days of receipt of each invoice. Invoices shall be delivered by the County to the Town of Occoquan to following address:

Town of Occoquan  
PO Box 195 Attn. Accounts Payable  
Occoquan, Va. 22125

5. For the purposes of this Agreement, the following individuals shall be the points of contact who have the power to bind their respective localities in the manner and to the extent provided in this Agreement:

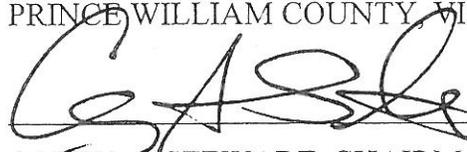
For: Prince William County:  
Tom Bruun (or current Director of Public Works)  
Director of Public Works  
5 County Complex Court, Suite 260  
Prince William, Virginia 22192

For: Town of Occoquan  
Mayor Earnie Porta (or current Mayor)  
314 Mill St., PO Box 195  
Occoquan, Va. 22125

6. The County and the Town shall each be responsible for providing insurance coverage to the extent they individually may deem it necessary to cover all risks of liability and other loss that may arise in the course of the Project. Neither party shall be responsible for providing the other indemnification for such risks.
7. This Agreement is for a period of one year from the date of its approval as hereafter defined, and shall automatically renew for successive one-year periods unless either Party provides notice of its intent not to renew the Agreement prior to the expiration of the current one-year term. If either Party fails to perform its responsibilities under this Agreement, the other Party may, as its sole relief, terminate this Agreement upon five (5) days written notice. The County shall submit a final invoice for all Project expenses incurred through the date of termination. Title to any materials delivered by the County to the Project site or Town storage facility shall transfer to the Town upon payment of the final invoice.
8. This Agreement shall be governed by the laws of the Commonwealth of Virginia. No prior or contemporaneous oral or written communication on its subject matter may alter, contradict, or add to its terms. This Agreement may be amended or waived only in a writing signed by both Parties.
9. This Agreement shall take effect when the Town Council and the County Board of Supervisors have both passed resolutions approving it.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year aforesaid.

BOARD OF COUNTY SUPERVISORS OF  
PRINCE WILLIAM COUNTY, VIRGINIA

  
COREY A. STEWART, CHAIRMAN

\_\_\_\_\_  
DATE

ATTEST:

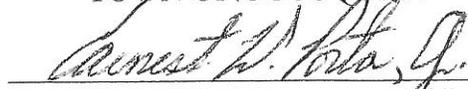
  
CLERK

\_\_\_\_\_  
DATE

Approved as to form and authorized by the Board pursuant to Res. No. 09-777:

  
ANGELA LEMMON HORAN  
Prince William County Attorney

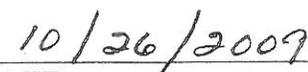
TOWN OF OCCOQUAN

  
EARNIE PORTA, MAYOR

  
DATE

ATTEST:

  
CLERK

  
DATE



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

<b>9. Regular Business</b>	<b>Meeting Date:</b> April 7, 2015
<b>9 E: Fiscal Year End June 30, 2013 Financial Report</b>	

**Explanation and Summary:**

The Town Council reviewed and discussed the Fiscal Year End (FYE) June 30, 2013 Financial Report during their February 23, 2015 Work Session. This is a request to accept the FYE June 30, 2013 Financial Report.

**Town Manager Recommendation:** Recommend approval.

Proposed/Suggested Motion:

"I move to accept the Fiscal Year End June 30, 2013 Financial Report."

OR

Other action Council deems appropriate.

**Attachments: (1) FYE 2013 Financial Report**

**TOWN OF OCCOQUAN, VIRGINIA**

**FINANCIAL REPORT**

**YEAR ENDED JUNE 30, 2013**

**TOWN OF OCCOQUAN, VIRGINIA**

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**TOWN COUNCIL**

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Earnest W. Porta, Jr., Mayor

Elizabeth A. Quist, Vice-Mayor

Denise M. Bush

Barry G. Dean

Patrick A. Sivigny

James N. Walbert

**OFFICIALS**

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Claudia A. Cruise, Town Manager

Abigail Breeding, CPA, Treasurer

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TOWN OF OCCOQUAN, VIRGINIA

Financial Report  
Year Ended June 30, 2013

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TOWN OF OCCOQUAN, VIRGINIA

Financial Report  
Year Ended June 30, 2013

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# ROBINSON, FARMER, COX ASSOCIATES

CERTIFIED PUBLIC ACCOUNTANTS

A PROFESSIONAL LIMITED LIABILITY COMPANY

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## INDEPENDENT AUDITORS' REPORT

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TO THE HONORABLE MEMBERS OF THE TOWN COUNCIL  
TOWN OF OCCOQUAN, VIRGINIA  
OCCOQUAN, VIRGINIA

### Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Town of Occoquan, Virginia, as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

#### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### *Auditors' Responsibility*

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *Specifications for Audits of Counties, Cities, and Towns*, issued by the Auditor of Public Accounts of the Commonwealth of Virginia. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

## *Opinions*

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Town of Occoquan, Virginia, as of June 30, 2013, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## *Emphasis of Matter*

As described in Note 1 to the financial statements, in 2013, the Town adopted new accounting guidance, GASB Statement Nos. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position* and 65, *Items Previously Reported as Assets and Liabilities*. Our opinion is not modified with respect to this matter.

## *Other Matters*

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The budgetary comparison information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Management has omitted management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

## *Other Information*

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise Town of Occoquan, Virginia's basic financial statements. The supporting schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements.

*Other Information (continued)*

The supporting schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supporting schedules are fairly stated in all material respects in relation to the basic financial statements as a whole.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated May 27, 2014, on our consideration of Town of Occoquan, Virginia's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Town of Occoquan, Virginia's internal control over financial reporting and compliance.

*Robinson, Farmer, Cox Associates*

Fredericksburg, Virginia  
May 27, 2014

## **Basic Financial Statements**

*Government-wide Financial Statements*

Statement of Net Position  
At June 30, 2013

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	<u>Governmental Activities</u>
<b>Assets:</b>	
Cash and cash equivalents	\$ 882,356
Restricted cash	103,709
Receivables	43,184
Inventory	659
Prepaid items	7,088
Capital assets:	
Land	781,564
Other capital assets, net of accumulated depreciation	<u>404,645</u>
Capital assets, net	\$ <u>1,186,209</u>
Total assets	\$ <u>2,223,205</u>
<b>Liabilities:</b>	
Accounts payable	\$ 56,183
Accrued payroll	4,458
Escrow deposits	100
Long-term liabilities:	
Due within one year	
Compensated absences	546
Due in more than one year	
Compensated absences	<u>4,915</u>
Total liabilities	\$ <u>66,202</u>
<b>Deferred Inflows of Resources:</b>	
Unavailable revenue - craft show	\$ <u>51,565</u>
<b>Net Position:</b>	
Investment in capital assets	\$ 1,186,209
Restricted - Mamie Davis funds	100,000
Unrestricted	<u>819,229</u>
Total net position	\$ <u><u>2,105,438</u></u>

The accompanying notes to financial statements are an integral part of this statement.

Statement of Activities  
Year Ended June 30, 2013

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government Governmental Activities
<b>Primary Government:</b>					
<b>Governmental activities:</b>					
General government administration	\$ 304,298	\$ -	\$ -	\$ -	(304,298)
Public safety	57,186	13,041	21,296	-	(22,849)
Public works	113,853	22,218	-	-	(91,635)
Parks, recreation, and cultural	105,773	207,622	-	-	101,849
Total governmental activities	\$ 581,110	\$ 242,881	\$ 21,296	\$ -	(316,933)
<b>General Revenues:</b>					
General property taxes				\$ 153,750	
Local sales and use taxes				26,909	
Auto decals				10,298	
Business license tax				56,345	
Meals tax				96,828	
Consumer utility tax				29,415	
Unrestricted revenues from the use of money and property				11,541	
Grants and contributions not restricted to specific programs				47,730	
Miscellaneous				8,926	
Total general revenues				\$ 441,742	
Change in net position				\$ 124,809	
Net position, beginning of year, as restated					1,980,629
Net position, end of year				\$	2,105,438

The accompanying notes to financial statements are an integral part of this statement.

*Fund Financial Statements*

Balance Sheet  
 Governmental Funds  
 At June 30, 2013

	<u>General</u>
<b>Assets:</b>	
Cash and cash equivalents	\$ 882,356
Restricted cash	103,709
Inventory	659
Accounts receivables	43,184
Prepaid items	<u>7,088</u>
Total assets	<u>\$ 1,036,996</u>
<b>Liabilities:</b>	
Accounts payable	\$ 56,183
Accrued payroll	4,458
Deposits	<u>100</u>
Total liabilities	<u>\$ 60,741</u>
<b>Deferred Inflows of Resources:</b>	
Unavailable revenue - craft show	\$ 51,565
Unavailable revenue - property taxes	<u>1,483</u>
Total unavailable revenue	<u>\$ 53,048</u>
<b>Fund Balance:</b>	
Nonspendable:	
Inventory	\$ 659
Prepaid items	7,088
Restricted:	
Mamie Davis funds	100,000
Assigned:	
Craft show	671,069
Capital projects	7,610
Unassigned	<u>136,781</u>
Total fund balance	<u>\$ 923,207</u>
Total liabilities, deferred inflows of resources and fund balance	<u>\$ 1,036,996</u>

The accompanying notes to financial statements are an integral part of this statement.

Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position  
At June 30, 2013

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Total fund balances for governmental funds (Exhibit 3) \$ 923,207

Total net position reported for governmental activities in the statement of net position is different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds. Those assets consist of:

Land	\$ 781,564	
Depreciable capital assets, net of accumulated depreciation	<u>404,645</u>	1,186,209

Other long-term assets are not available to pay for current-period expenditures and, therefore, are reported as unavailable revenue in the funds:

Unavailable revenue related to property taxes		1,483
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Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds.

Compensated absences		<u>(5,461)</u>
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Total net position of governmental activities		<u>\$ 2,105,438</u>
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The accompanying notes to financial statements are an integral part of this statement.

Statement of Revenues, Expenditures and Changes in Fund Balances  
 Governmental Funds  
 Year Ended June 30, 2013

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	<u>General</u>
<b>Revenues:</b>	
General property taxes	\$ 152,267
Other local taxes	219,795
Fines and forfeitures	13,041
Revenue from use of money and property	11,541
Charges for services	22,218
Donations and special events	207,622
Miscellaneous	8,926
Intergovernmental revenues:	
Commonwealth	<u>69,026</u>
Total revenues	<u>\$ 704,436</u>
<b>Expenditures:</b>	
Current:	
General government administration	\$ 294,928
Public safety	55,231
Public works	97,284
Parks, recreation, and cultural	100,529
Capital outlay	<u>73,443</u>
Total expenditures	<u>\$ 621,415</u>
Excess (deficiency) of revenues over expenditures	<u>\$ 83,021</u>
Changes in fund balances	\$ 83,021
Fund balances at beginning of year	<u>840,186</u>
Fund balances at end of year	<u><u>\$ 923,207</u></u>

The accompanying notes to financial statements are an integral part of this statement.

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances  
of Governmental Funds to the Statement of Activities  
Year Ended June 30, 2013

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Net change in fund balances - total governmental funds (Exhibit 5) \$ 83,021

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation exceeded capital assets in the current period.

Capital outlay	\$ 60,444	
Depreciation expense	<u>(18,402)</u>	42,042

Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds. The change in unavailable property taxes is reported as revenues in the governmental funds. 1,483

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore are not reported as expenditures in governmental funds.

Change in compensated absences		<u>(1,737)</u>
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Change in net position of governmental activities	\$	<u><u>124,809</u></u>
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The accompanying notes to financial statements are an integral part of this statement.

## TOWN OF OCCOQUAN, VIRGINIA

Notes to Financial Statements  
As of June 30, 2013

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### **NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:**

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#### Narrative Profile:

Town of Occoquan, located in Prince William County, Virginia, approximately 25 miles south of Washington, D.C. was incorporated in 1874. The town has a population of 934 and a land area of 0.2 square miles.

The Town is governed under the Council-Manager form of government. The Town government engages in wide ranges of municipal services including general government administration, public safety, public works, and parks, recreation, and cultural. Judicial administration, education, fire, library, health and welfare services are provided by Prince William County.

The financial statements of Town of Occoquan, Virginia have been prepared in conformity with specifications promulgated by the Auditor of Public Accounts (APA) of the Commonwealth of Virginia, and the accounting principles generally accepted in the United States as specified by the Governmental Accounting Standards Board. The more significant of the Town's accounting policies are described below.

#### **A. Financial Reporting Entity**

Management's Discussion and Analysis: GASB Statement No. 34 requires that financial statements be accompanied by a narrative introduction and analytical overview of the government's financial activities in the form of "Management's Discussion and Analysis" (MD&A). This analysis is similar to the analysis the private sector provides in their annual reports.

Government-wide Financial Statements: The reporting model includes financial statements prepared using full accrual accounting for all of the government's activities. This approach includes not just current assets and liabilities (such as cash and accounts payable) but also capital assets and long-term liabilities (such as buildings and infrastructure, including bridges and roads, and general obligation debt). Accrual accounting also reports all of the revenues and cost of providing services each year, not just those received or paid in the current year or soon thereafter.

Statement of Net Position: The Statement of Net Position is designed to display the financial position of the primary government (government and business-type activities) and its discretely presented component units. Governments report all capital assets, including infrastructure, in the government-wide Statement of Net Position and report depreciation expense - the cost of "using up" capital assets - in the Statement of Activities. The net position of a government will be broken down into three categories: 1) net investment in capital assets; 2) restricted; and 3) unrestricted.

Statement of Activities: The government-wide Statement of Activities reports expenses and revenues in a format that focuses on the cost of each of the government's functions. The expenses of individual functions are compared to the revenues generated directly by the function (for instance, through user charges or intergovernmental grants).

Fund Financial Statements: Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

## TOWN OF OCCOQUAN, VIRGINIA

Notes to Financial Statements  
As of June 30, 2013 (Continued)

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### NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (Continued)

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#### A. Financial Reporting Entity (Continued)

Budgetary Comparison Schedules: Demonstrating compliance with the adopted budget is an important component of a government's accountability to the public. Many citizens participate in the process of establishing the annual operating budgets of state and local governments, and have a keen interest in following the actual financial progress of their governments over the course of the year. The Town and many other governments revise their original budgets over the course of the year for a variety of reasons. The budgetary comparison schedules present the government's original budget as well as a current comparison of final budget and actual results for its major funds.

Accounting principles generally accepted in the United States require financial statements to present the primary government and its component units, entities for which the government is considered to be financially accountable. Blended component units, although legally separate entities, are, in substance, part of the government's operations and so data from these units are combined with data of the primary government. The Town has no component units that meet the requirements for blending. Discretely presented component units, on the other hand, are reported in a separate column in the government-wide statements to emphasize that they are legally separate from the primary government. The Town does not have any discretely presented component units.

#### B. Government-wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements. The focus is on both the Town as a whole and the fund financial statements, including the major individual funds of the governmental and business-type categories, as well as the fiduciary funds (by category) and the component units, if applicable. Both the government-wide and fund financial statements (within the basic financial statements) categorize primary activities as either governmental or business-type. In the government-wide Statement of Net Position, both the governmental and business-type activities columns (a) are presented on a consolidated basis by column, and (b) are reflected, on a full accrual, economic resource basis, which incorporates long-term assets and receivables as well as long-term debt and obligations. Each presentation provides valuable information that can be analyzed and compared (between years and between governments) to enhance the usefulness of the information. The Town generally first uses restricted assets for expenses incurred for which both restricted and unrestricted assets are available. The Town may defer the use of restricted assets based on a review of the specific transaction.

The government-wide Statement of Activities reflects both the gross and net cost per functional category (public safety, public works, community development, etc.) that are otherwise being supported by general government revenues (property, sales and use taxes, certain intergovernmental revenues, fines, permits and charges, etc.). The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants, and contributions. The program revenues must be directly associated with the function (public safety, public works, community development, etc.) or a business-type activity. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function, and 2) grants and contributions that are restricted to meeting the operation or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported as general revenues. The Town does not allocate indirect expenses.

**NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (Continued)**

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**B. Government-Wide and Fund Financial Statements (Continued)**

The operating grants include operating-specific and discretionary (either operating or capital) grants while the capital grants column reflects capital-specific grants. Internal service charges, if applicable, are eliminated and the net income or loss from internal service activities is allocated to the various functional expense categories based on the internal charges to each function.

In the fund financial statements, financial transactions and accounts of the Town are organized on the basis of funds. The operation of each fund is considered to be an independent fiscal and separate accounting entity, with a self-balancing set of accounts recording cash and/or other financial resources together with all related liabilities and residual equities or balances, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations. The fund statements are presented on a current financial resource and modified accrual basis of accounting. This is the manner in which these funds are normally budgeted. Since the governmental fund statements are presented on a different measurement focus and basis of accounting than the government-wide statement's governmental column, a reconciliation is presented, which briefly explains the adjustments necessary to reconcile the fund financial statements to the governmental column of the government-wide financial statement.

The following is a brief description of the specific funds used by the Town in FY 2013.

1. *Governmental Funds* - Governmental Funds account for and report the expendable financial resources, other than those accounted for in Proprietary and Fiduciary Funds. The Governmental Funds utilize the modified accrual basis of accounting where the measurement focus is upon determination of financial position and changes in financial position, rather than upon net income determination as would apply to a commercial enterprise. The individual Governmental Funds are:

*General Fund* - The General Fund is the primary operating fund of the Town. This fund is used to account for and report all financial resources except those required to be accounted for and reported in another fund. Revenues are derived primarily from property and other local taxes, state and federal distributions, licenses, permits, charges for service and interest income. The General Fund is considered a major fund for reporting purposes.

**C. Basis of Accounting**

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. All Governmental Funds are accounted for using a current financial resources measurement focus. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. Operating statements of these funds present increases (i.e., revenues and other financing sources) and decreases (i.e., expenditures and other financing uses) in net current assets.

## TOWN OF OCCOQUAN, VIRGINIA

Notes to Financial Statements  
As of June 30, 2013 (Continued)

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### NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (Continued)

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#### C. Basis of Accounting (continued)

All proprietary funds are accounted for on a flow of economic resources measurement focus. With this measurement focus, all assets and all liabilities associated with the operation of these funds are included on the balance sheet. Proprietary fund-type operating statements present increases (e.g., revenues) and decreases (e.g., expenses) in net total assets.

1. *Governmental Funds* - Governmental funds utilize the modified accrual basis of accounting under which revenues and related assets are recorded when measurable and available to finance operations during the year. Accordingly, real and personal property taxes are recorded as revenues and receivables when billed, net of allowances for uncollectible amounts, except that property taxes not collected within 45 days after year-end are reflected as unavailable revenues. Sales and utility taxes, which are collected by the State or utilities and subsequently remitted to the Town, are recognized as revenues and receivables upon collection by the State or utility, which is generally in the month preceding receipt by the Town. Licenses, permits, fines and rents are recorded as revenues when received. Intergovernmental revenues, consisting primarily of State and other grants for the purpose of funding specific expenditures, are recognized when measurable and available or at the time of the specific expenditure.

Expenditures, other than interest on long-term obligations, are recorded as the related fund liabilities are incurred. Principal and interest on long-term obligations is recognized when due except for amounts due on July 1, which are accrued.

2. *Proprietary Funds* - The accrual basis of accounting is used for the Enterprise Fund. Under the accrual method, revenues are recognized in the accounting period in which they are earned, while expenses are recognized in the accounting period in which the related liability is incurred. The Town has no proprietary funds.

#### D. Budgets and Budgetary Accounting

The following procedures are used by the Town in establishing the budgetary data reflected in the financial statements:

1. Prior to May 1, the Town Manager submits to the Town Council a proposed operating and capital budget for the fiscal year commencing the following July 1. The operating and capital budget includes proposed expenditures and the means of financing them.
2. Public hearings are conducted to obtain citizen comments.
3. Prior to June 30, the budget is legally enacted through passage of an Appropriations Resolution.
4. The Appropriations Resolution places legal restrictions on expenditures at the department or category level. The appropriation for each department or category can be revised only by the Town Council. The Town Administrator is authorized to transfer budgeted amounts within departments.
5. Formal budgetary integration is employed as a management control device during the year for all funds.
6. All budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).
7. Appropriations lapse on June 30, for all Town funds unless they are carried forward by a resolution of Town Council.
8. All budgetary data presented in the accompanying financial statements reflect budget revisions as of June 30.

TOWN OF OCCOQUAN, VIRGINIA

Notes to Financial Statements  
As of June 30, 2013 (Continued)

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**NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (Continued)**

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**E. Cash and Cash Equivalents**

Cash and cash equivalents include all cash on hand and in banks, certificates of deposit, and highly liquid investments with original maturities of three months or less.

**F. Prepaid Items**

Certain payments to vendors represent costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

**G. Capital Assets**

Capital outlays are recorded as expenditures of the governmental funds of the Town and as assets in the government-wide financial statements.

Property, plant and equipment purchased are stated at cost or estimated cost. Donated property is recorded at market value prevailing at date of donation. Capital Assets are defined by the Town as property plant and equipment with an individual cost of more than \$1,000 and an estimated useful life in excess of two years. Depreciation is recorded on capital assets on a government-wide basis using the straight-line method and the following estimated useful lives:

Buildings and improvements	15-40 years
Vehicles	5 years
Equipment	3-7 years

**H. Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**I. Compensated Absences**

The Town accrues compensated absences (annual and sick leave benefits) when vested. The amounts include all balances earned by employees which would be paid upon employee terminations, resignations or retirements.

An estimate of ten percent of the liability has been classified as current in the government-wide financial statements.

## TOWN OF OCCOQUAN, VIRGINIA

Notes to Financial Statements  
As of June 30, 2013 (Continued)

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### NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (Continued)

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#### J. Fund Equity

The Town reports fund balance in accordance with GASB Statement 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. The following classifications describe the relative strength of the spending constraints placed on the purposes for which resources can be used:

- Nonspendable fund balance - amounts that are not in spendable form (such as inventory and prepaids) or are required to be maintained intact (corpus of a permanent fund);
- Restricted fund balance - amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation;
- Committed fund balance - amounts constrained to specific purposes by a government itself, using its highest level of decision-making authority; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest level action to remove or change the constraint;
- Assigned fund balance - amounts a government intends to use for a specific purpose; intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority;
- Unassigned fund balances - amounts that are available for any purpose; positive amounts are only reported in the general fund.

When fund balance resources are available for a specific purpose in more than one classification, it is the Town's policy to use the most restrictive funds first in the following order: restricted, committed, assigned, and unassigned as they are needed.

Town Council establishes (and modifies or rescinds) fund balance commitments by passage of a resolution. This is typically done through adoption and amendment of the budget. A fund balance commitment is further indicated in the budget document as a designation or commitment of the fund (such as for special incentives). Assigned fund balance is established by Town Council through adoption or amendment of the budget as intended for specific purposes (such as the purchase of capital assets, construction, debt service, or for other purposes).

#### K. Net Position

Net position is the difference between (a) assets and deferred outflows of resources and (b) liabilities and deferred inflows of resources. Net investment in capital assets represents capital assets, less accumulated depreciation, less any outstanding debt related to the acquisition, construction or improvement of those assets. Deferred outflows of resources and deferred inflows of resources that are attributable to the acquisition, construction, or improvement of those assets or related debt are also included in this component of net position.

**NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (Continued)**

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**L. Net Position Flow Assumption**

Sometimes the Town will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted - net position and unrestricted - net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the Town's policy to consider restricted - net position to have been depleted before unrestricted - net position is applied.

**M. Deferred Outflows/Inflows of Resources**

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The Town does not have any deferred outflows of resources at June 30, 2013.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Town has only one type of item, which arises only under a modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, the item, unavailable revenue, is reported in the governmental funds balance sheet and the statement of net position. The governmental funds report unavailable revenue from property taxes and craft shows. This amount is deferred and recognized as an inflow of resources in the period that the amount becomes available.

**N. Adoption of Accounting Principles**

*Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position, Statement No. 63 of the Governmental Accounting Standards Board:*

The Town implemented the financial reporting provisions of the above Statement for the fiscal year ended June 30, 2013. This Statement provides guidance for reporting deferred inflows and deferred outflows of resources. The requirements of this Statement will improve financial reporting by standardizing the presentation of deferred outflows of resources and deferred inflows of resources and their effects on an entity's net position. With the implementation of this Statement, certain terminology has changed and financial statement descriptions have changed from "net assets" to "net position." The net equity reported in the financial statements was not changed as a result of implementing this Statement and no restatement of prior balances is required.

## TOWN OF OCCOQUAN, VIRGINIA

Notes to Financial Statements  
As of June 30, 2013 (Continued)

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### NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (Continued)

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#### N. Adoption of Accounting Principles: (continued)

##### *Items Previously Reported as Assets and Liabilities, Statement No. 65 of the Governmental Accounting Standards Board:*

The Town implemented the financial reporting provisions of the above Statement for the fiscal year ended June 30, 2013. This Statement establishes accounting and financial reporting standards that reclassify, as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets and liabilities and recognizes, as outflows of resources or inflows of resources, certain items that were previously reported as assets and liabilities. The net equity reported in the financial statements was not changed as a result of implementing this Statement and no restatement of prior balances is required.

### NOTE 2—PROPERTY TAXES RECEIVABLE:

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Property is assessed at its value on January 1. Property taxes attach as an enforceable lien on property as of January 1. Taxes are payable February 15th. The Town bills and collects its own property taxes. The Town does not record an allowance for uncollectible receivables as all receivables are deemed collectible.

### NOTE 3—DEPOSITS:

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#### Deposits:

Deposits with banks are covered by the Federal Deposit Insurance Corporation (FDIC) and collateralized in accordance with the Virginia Security for Public Deposits Act (the "Act") Section 2.2-4400 et. seq. of the Code of Virginia. Under the Act, banks and savings institutions holding public deposits in excess of the amount insured by FDIC must pledge collateral to the Commonwealth of Virginia Treasury Board. Financial Institutions may choose between two collateralization methodologies and depending upon that choice, will pledge collateral that ranges in amounts from 50% to 130% of excess deposits. Accordingly, all deposits are considered fully collateralized.

#### Investments:

Statutes authorize the Town to invest in obligations of the United States or agencies thereof, obligations of the Commonwealth of Virginia or political subdivisions thereof, obligations of the International Bank for Reconstruction and Development (World Bank), the Asian Development Bank, the African Development Bank, "primary quality" commercial paper and certain corporate notes, banker's acceptances, repurchase agreements and the State Treasurer's Local Government Investment Pool (LGIP). The Town had no investments at June 30, 2013.

TOWN OF OCCOQUAN, VIRGINIA

Notes to Financial Statements  
As of June 30, 2013 (Continued)

**NOTE 4—CAPITAL ASSETS:**

The following is summary of changes in capital assets during the fiscal year:

Governmental Activities:	Balance July 1, 2012			Balance June 30, 2013	
	As Restated	Additions	Deletions		
Capital assets not being depreciated:					
Land	\$ 781,564	\$ -	\$ -	\$ 781,564	
Other capital assets:					
Buildings and improvements	\$ 456,831	\$ 9,246	\$ -	\$ 466,077	
Vehicles	39,044	34,654	-	73,698	
Equipment	62,103	16,544	-	78,647	
Total other capital assets	<u>\$ 557,978</u>	<u>\$ 60,444</u>	<u>\$ -</u>	<u>\$ 618,422</u>	
Less: Accumulated depreciation for:					
Buildings and improvements	\$ 120,330	\$ 9,140	\$ -	\$ 129,470	
Vehicles	25,171	5,045	-	30,216	
Equipment	49,874	4,217	-	54,091	
Total accumulated depreciation	<u>\$ 195,375</u>	<u>\$ 18,402</u>	<u>\$ -</u>	<u>\$ 213,777</u>	
Other capital assets, net	<u>\$ 362,603</u>	<u>\$ 42,042</u>	<u>\$ -</u>	<u>\$ 404,645</u>	
Net capital assets	<u>\$ 1,144,167</u>	<u>\$ 42,042</u>	<u>\$ -</u>	<u>\$ 1,186,209</u>	
Depreciation expense has been allocated as follows:					
General government administration		\$ 7,633			
Public safety		1,202			
Public works		3,842			
Parks, recreation and cultural		<u>5,725</u>			
Total depreciation expense		<u>\$ 18,402</u>			

**NOTE 5—LONG-TERM OBLIGATIONS:**

The following is a summary of long-term obligations for the fiscal year ended June 30, 2013:

	Balance July 1, 2012	Increases	Decreases	Balance June 30, 2013	Amounts Due Within One Year
Compensated absences \$	<u>3,724</u>	<u>\$ 5,197</u>	<u>\$ 3,460</u>	<u>\$ 5,461</u>	<u>\$ 546</u>

**NOTE 6—COMPENSATED ABSENCES:**

In accordance with GASB Statement 16, *Accounting and Financial Reporting for Compensated Absences*, the Town has accrued the liability arising from outstanding compensated absences. Town employees earn vacation and sick leave based upon length of service. The Town has outstanding accrued vacation pay totaling \$5,461 in the General Fund.

TOWN OF OCCOQUAN, VIRGINIA

Notes to Financial Statements  
As of June 30, 2013 (Continued)

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**NOTE 7–RETIREMENT PLAN:**

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The Town maintains a SIMPLE-IRA retirement plan covering substantially all employees meeting certain minimum requirements. The Town makes matching contributions equaling employee contributions up to 3% of eligible compensation. The Town’s matching contributions and plan expenses totaled approximately \$4,056 for the fiscal year ended June 30, 2013.

**NOTE 8–CONTINGENT LIABILITIES:**

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At June 30, 2013 there were no matters of litigation involving the Town which would materially affect the Town’s financial position should any court decisions on pending matters not be favorable to the Town.

**NOTE 9–UNAVAILABLE/UNEARNED REVENUES:**

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Unavailable revenues represent amounts for which, under the modified accrual basis of accounting, asset recognition criteria have been met, but for which revenue recognition criteria have not been met (i.e., such amounts are measurable, but not available). At June 30, 2013 unavailable revenues in the governmental funds totaled \$51,565, which represents collections related to the subsequent year’s craft show. Unavailable revenues consisting of uncollected property taxes totaled \$1,483.

**NOTE 10–RISK MANAGEMENT:**

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The Town participates in the Virginia Municipal Group Risk Management Pool for workers’ compensation insurance coverage. Other insurance coverage for property, crime, dishonesty and related coverage are purchased from a commercial insurance carrier. Coverage for these items varies. There are no surety bonds for directors.

**NOTE 11–EXPENDITURES IN EXCESS OF APPROPRIATIONS:**

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<u>Fund</u>	<u>Appropriations</u>	<u>Actual</u>	<u>Variance</u>
General Fund:			
General government administration	\$ 278,012	\$ 294,928	\$ (16,916)

TOWN OF OCCOQUAN, VIRGINIA

Notes to Financial Statements  
As of June 30, 2013 (Continued)

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**NOTE 12—RESTATEMENT OF BEGINNING NET POSITION:**

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Net position July 1, 2012, as previously reported	\$	1,925,836
Restatement of capital assets		<u>54,793</u>
Net position July 1, 2012, as restated	\$	<u><u>1,980,629</u></u>

## Required Supplementary Information

### Note to Required Supplementary Information:

Presented Budgets were prepared in accordance with Accounting Principles Generally Accepted in the United States of America.

## General Fund

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual  
Year Ended June 30, 2013

	Original Budget	Final Budget	Actual	Variance With Final Budget Positive (Negative)
<b>Revenues</b>				
General property taxes	\$ 160,500	\$ 160,500	\$ 152,267	\$ (8,233)
Other local taxes	260,000	260,000	219,795	(40,205)
Fines and forfeitures	8,000	8,000	13,041	5,041
Revenue from use of money and property	1,000	1,000	11,541	10,541
Charges for services	-	-	22,218	22,218
Donations and special events	205,000	205,000	207,622	2,622
Miscellaneous	5,000	5,000	8,926	3,926
Intergovernmental revenues:				
Commonwealth	24,000	24,000	69,026	45,026
Total revenues	<u>\$ 663,500</u>	<u>\$ 663,500</u>	<u>\$ 704,436</u>	<u>\$ 40,936</u>
<b>Expenditures</b>				
Current:				
General government administration	\$ 278,012	\$ 278,012	\$ 294,928	\$ (16,916)
Public safety	60,255	60,255	55,231	5,024
Public works	98,644	98,644	97,284	1,360
Parks, recreation, and cultural	132,000	132,000	100,529	31,471
Capital outlay	604,700	604,700	73,443	531,257
Total expenditures	<u>\$ 1,173,611</u>	<u>\$ 1,173,611</u>	<u>\$ 621,415</u>	<u>\$ 552,196</u>
Excess (deficiency) of revenues over expenditures	<u>\$ (510,111)</u>	<u>\$ (510,111)</u>	<u>\$ 83,021</u>	<u>\$ 593,132</u>
Changes in fund balances	\$ (510,111)	\$ (510,111)	\$ 83,021	\$ 593,132
Fund balances at beginning of year	510,111	510,111	840,186	330,075
Fund balances at end of year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 923,207</u>	<u>\$ 923,207</u>

## Supporting Schedules

Governmental Funds  
 Schedule of Revenues - Budget and Actual  
 Year Ended June 30, 2013

Fund, Major and Minor Revenue Source	Original Budget	Budget as Amended	Actual	Variance from Final Budget Positive (Negative)
<b>General Fund:</b>				
Revenue from local sources:				
General property taxes:				
Real property taxes	\$ 160,500	\$ 160,500	\$ 148,649	\$ (11,851)
Penalties and interest	-	-	3,618	3,618
Total general property taxes	<u>\$ 160,500</u>	<u>\$ 160,500</u>	<u>\$ 152,267</u>	<u>\$ (8,233)</u>
Other local taxes:				
Local sales and use taxes	\$ 24,500	\$ 24,500	\$ 26,909	\$ 2,409
Auto decals	12,500	12,500	10,298	(2,202)
Business license tax	56,000	56,000	56,345	345
Meals tax	89,000	89,000	96,828	7,828
Consumer utility tax	78,000	78,000	29,415	(48,585)
Total other local taxes	<u>\$ 260,000</u>	<u>\$ 260,000</u>	<u>\$ 219,795</u>	<u>\$ (40,205)</u>
Fines and forfeitures:				
Court fines and forfeitures	\$ 8,000	\$ 8,000	\$ 13,041	\$ 5,041
Total fines and forfeitures	<u>\$ 8,000</u>	<u>\$ 8,000</u>	<u>\$ 13,041</u>	<u>\$ 5,041</u>
Revenue from use of money and property:				
Revenue from use of money	\$ -	\$ -	\$ 6,313	\$ 6,313
Revenue from use of property	1,000	1,000	5,228	4,228
Total revenue from use of money and property	<u>\$ 1,000</u>	<u>\$ 1,000</u>	<u>\$ 11,541</u>	<u>\$ 10,541</u>
Charges for services:				
Engineering fees	\$ -	\$ -	\$ 22,218	\$ 22,218
Total charges for services	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 22,218</u>	<u>\$ 22,218</u>
Donations and special events:				
Fall craft show	\$ 102,500	\$ 102,500	\$ 103,110	\$ 610
Spring craft show	102,500	102,500	104,512	2,012
Total donations and special events	<u>\$ 205,000</u>	<u>\$ 205,000</u>	<u>\$ 207,622</u>	<u>\$ 2,622</u>
Miscellaneous revenue:				
Miscellaneous income	\$ 5,000	\$ 5,000	\$ 8,926	\$ 3,926
Total miscellaneous revenue	<u>\$ 5,000</u>	<u>\$ 5,000</u>	<u>\$ 8,926</u>	<u>\$ 3,926</u>
Total revenue from local sources	<u>\$ 639,500</u>	<u>\$ 639,500</u>	<u>\$ 635,410</u>	<u>\$ (4,090)</u>

Governmental Funds  
Schedule of Revenues - Budget and Actual  
Year Ended June 30, 2013 (Continued)

Fund, Major and Minor Revenue Source	Original Budget	Budget as Amended	Actual	Variance from Final Budget Positive (Negative)
<b><u>General Fund: (Continued)</u></b>				
Intergovernmental revenues:				
Revenue from the Commonwealth:				
Non-categorical aid:				
Telecommunications tax	\$ -	\$ -	\$ 47,730	\$ 47,730
Total non-categorical aid	\$ -	\$ -	\$ 47,730	\$ 47,730
Categorical aid:				
Public safety grant	\$ 24,000	\$ 24,000	\$ 21,296	\$ (2,704)
Total categorical aid	\$ 24,000	\$ 24,000	\$ 21,296	\$ (2,704)
Total revenue from the Commonwealth	\$ 24,000	\$ 24,000	\$ 69,026	\$ 45,026
Total General Fund	\$ <u>663,500</u>	\$ <u>663,500</u>	\$ <u>704,436</u>	\$ <u>40,936</u>

Governmental Funds  
 Schedule of Expenditures - Budget and Actual  
 Year Ended June 30, 2013

Fund, Function, Activity and Elements	Original Budget	Budget as Amended	Actual	Variance from Final Budget Positive (Negative)
<b>General Fund:</b>				
General government administration:				
Payroll, payroll taxes, and benefits	\$ 159,690	\$ 159,690	\$ 166,625	\$ (6,935)
Advertising	5,750	5,750	1,538	4,212
Council stipend	72	72	24	48
Insurance	16,000	16,000	14,658	1,342
Legal	35,000	35,000	33,560	1,440
Professional services	40,000	40,000	62,897	(22,897)
Education and training	6,000	6,000	1,720	4,280
Office supplies	15,500	15,500	12,442	3,058
Miscellaneous	-	-	790	(790)
Bank charges	-	-	674	(674)
Total general government administration	<u>\$ 278,012</u>	<u>\$ 278,012</u>	<u>\$ 294,928</u>	<u>\$ (16,916)</u>
Public safety:				
Payroll, payroll taxes, and benefits	\$ 50,255	\$ 50,255	\$ 49,651	\$ 604
Police department	<u>10,000</u>	<u>10,000</u>	<u>5,580</u>	<u>4,420</u>
Total public safety	<u>\$ 60,255</u>	<u>\$ 60,255</u>	<u>\$ 55,231</u>	<u>\$ 5,024</u>
Public works:				
Grounds and maintenance	\$ 20,000	\$ 20,000	\$ 25,663	\$ (5,663)
Snow removal	5,000	5,000	440	4,560
Trash removal	49,644	49,644	49,467	177
Utilities	<u>24,000</u>	<u>24,000</u>	<u>21,714</u>	<u>2,286</u>
Total public works	<u>\$ 98,644</u>	<u>\$ 98,644</u>	<u>\$ 97,284</u>	<u>\$ 1,360</u>
Parks, recreation and cultural:				
Fall craft show	\$ 62,500	\$ 62,500	\$ 43,320	\$ 19,180
Spring craft show	62,500	62,500	43,153	19,347
Parks/Town Hall	1,000	1,000	318	682
Historic Occoquan, Inc.	6,000	6,000	6,000	-
Special events	<u>-</u>	<u>-</u>	<u>7,738</u>	<u>(7,738)</u>
Total parks, recreation and cultural	<u>\$ 132,000</u>	<u>\$ 132,000</u>	<u>\$ 100,529</u>	<u>\$ 31,471</u>
Capital outlay	<u>\$ 604,700</u>	<u>\$ 604,700</u>	<u>\$ 73,443</u>	<u>\$ 531,257</u>
Total General Fund	<u><u>\$ 1,173,611</u></u>	<u><u>\$ 1,173,611</u></u>	<u><u>\$ 621,415</u></u>	<u><u>\$ 552,196</u></u>

## Compliance

# ROBINSON, FARMER, COX ASSOCIATES

CERTIFIED PUBLIC ACCOUNTANTS

A PROFESSIONAL LIMITED LIABILITY COMPANY

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## INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

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TO THE HONORABLE MEMBERS OF THE TOWN COUNCIL  
TOWN OF OCCOQUAN, VIRGINIA  
OCCOQUAN, VIRGINIA

We have audited, in accordance with the auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *Specifications for Audits of Counties, Cities, and Towns*, issued by the Auditor of Public Accounts of the Commonwealth of Virginia, the financial statements of the governmental activities and each major fund of Town of Occoquan, Virginia, as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the Town of Occoquan, Virginia's basic financial statements, and have issued our report thereon dated May 27, 2014.

### Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Town of Occoquan, Virginia's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Town of Occoquan, Virginia's internal control. Accordingly, we do not express an opinion on the effectiveness of Town of Occoquan, Virginia's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

## Compliance and Other Matters

As part of obtaining reasonable assurance about whether Town of Occoquan, Virginia's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Robinson, Farmer, Cox Associates*

Fredericksburg, Virginia  
May 27, 2014