



TOWN OF OCCOQUAN

Circa 1734 • Chartered 1804 • Incorporated 1874

314 Mill Street
PO BOX 195
Occoquan, VA 22125
(703) 491-1918
www.OccoquanVA.gov
info@occoquanva.gov

Occoquan Town Council Regular Meeting July 12, 2016 | 7:00 p.m.

Swearing In Ceremony, 6:30 p.m.

The swearing in of newly elected Mayor and Town Council will take place at **6:30 p.m.** before the start of the regular meeting on July 12, 2016. The Mayor and Councilmembers will serve terms from July 1, 2016 through June 30, 2018. The public is invited to attend this event.

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. June 7, 2016 Regular Meeting Minutes
 - b. June 21, 2016 Work Session Meeting Minutes
5. **Councilmember Reports**
6. **Mayor's Report**
7. **Staff Reports**
 - a. Town Attorney
 - b. Town Engineer
 - c. Building Official
 - d. Town Manager
 - e. Chief of Police
 - f. Boards and Commissions

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.

8. Public Hearings

- a. Joint Town Council and Planning Commission Public Hearing on 2016-2026 Comprehensive Plan
- b. Town Council Public Hearing on Zoning Text Amendment Regarding Child Care Centers

9. Regular Business

- a. Request to Approve 2016-2026 Comprehensive Plan
- b. Request to Adopt An Ordinance to Amend Chapter 66, Zoning of the Town Code, to Permit Child Care Facilities in the B-1 Zoning District with Special Use Permits
- c. Request to Approve Not To Exceed Amount for Town Hall Renovations and Equipment
- d. Request to Approve FY 2017 Refuse Collection Contract
- e. Request to Approve FY 2017 Landscaping Contract Amendment
- f. Request to Approve Volunteer Recognition Event Contract
- g. Request to Appoint FOIA Officer
- h. Request to Appoint Town Member to Occoquan River Communities Board
- i. Request to Approve Revised Facility Use Agreement
- j. Request to Approve Town Administrative Manual

10. Closed Session**11. Adjournment**



OCCOQUAN TOWN COUNCIL
Regular Meeting Minutes - DRAFT
Town Hall - 314 Mill Street, Occoquan, VA 22125
Tuesday, June 7, 2016
7:00 p.m.

Present: Mayor Liz Quist, Vice Mayor Pat Sivigny, Councilmembers Matt Dawson, Jim Drakes, and Cindy Fithian
Staff: Kirstyn Jovanovich, Town Manager; Martin Crim, Town Attorney; Bruce Reese, Town Engineer; Sheldon Levi, Chief of Police; Chris Coon, Town Clerk
Other: Mike Vanderpool, Vanderpool, Frostick & Nishanian, P.C.

Absent: Councilmember Joe McGuire

1. Call to Order

Mayor Quist called the meeting to order at 7:01 p.m.

2. Pledge of Allegiance

3. Citizens Time

None.

4. Approval of Minutes

It was moved to approve the minutes of the April 28, 2016 Special Meeting, May 4, 2016 Regular Meeting and the May 17, 2016 Work Session Minutes.

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

5. Councilmember Reports

a. Councilmember Fithian stated she was pleased to be on the Town Council during such an exciting time with so many great things happening within the Town including the park opening and community programming.

b. Councilmember Drakes stated that he, along with the Mayor, Town Manager and Chief of Police, met with the residents of Gaslight Landing on May 13, to address concerns associated with use of the dock and other community issues, and will reconvene with them at a later date.

6. Mayor's Report

Mayor Quist stated that she, along with Councilmember Drakes, met with the homeowners association of Gaslight Landing and talked about a number of topics related to public safety and dock usage to ensure that the Town and the residents clearly understood the issues and to develop possible resolutions. She also stated that with the addition to our auxiliary police officers, there would be an increase in police presence within the town on nights and weekends, and it was well received from the residents. Mayor Quist also stated that she was

able to attend Ms. Jovanovich's graduation from Leadership Prince William and offered congratulations.

7. Staff Reports

A. Town Attorney: Mr. Crim, Town Attorney, reported on the following:

1. Staff from the Technical Review Board held an informal fact finding hearing on May 11, 2016, in the Occoquan Town Hall regarding the Kiely building official appeal. Staff prepared a report for the Technical Review Board, which is the formal body that will be meeting on July 15, 2016. During the informal fact finding hearing, some technical questions were raised, including if the jurisdiction of lateral pipes lies with the jurisdiction, Department of Environmental Quality, or if the Health Department. For the July 15, Technical Review Board meeting, the Town's presence is not required but, someone may appear for the Town. Mr. Crim noted that he will be on vacation at this time.
2. Mr. Crim stated that he will be on vacation during the first two weeks of July. He stated that his associate Mr. Bob Beard will be the attorney covering the Town Council meeting and Town legal issues in Mr. Crim's absence.
3. July 1, 2016 is the deadline for the appointment of a FOIA Officer. Mr. Crim stated that the appointment would be able to wait until Town Council's July meeting. There is also a requirement to provide contact information regarding FOIA requests on the Town's website.

B. Town Engineer: Mr. Reese, Town Engineer, reported on the following engineering activities:

1. Land Disturbance Activity Report
 - a. Vistas at Occoquan
 - b. River Mill Park
2. The River Mill Park a construction progress update was provided to Town Council.

Councilmember Drakes inquired about the River Mill Park completion date. Mrs. Jovanovich stated that the project is nearing completion and that the park's grand opening is scheduled for Saturday, July 30, 2016 at 10 a.m.

C. Building Official: Mr. Barbeau was not present, however, his report was submitted as part of the meeting agenda. No questions.

D. Town Manager: Ms. Jovanovich, Town Manager, submitted a manager's report as part of the meeting agenda. After discussion, the Town Council moved the July 5 regular meeting to July 12, 2016. The swearing in of the Mayor and Town Council will be held at 6:30 p.m. before the start of the regular meeting on July 12, 2016.

Vice Mayor Sivigny inquired if VDOT has been asked about signage at Commerce and Route 123. Mrs. Jovanovich stated that she has reached out to VDOT and is waiting for response.

E. Chief of Police: Chief Levi provided his May 2016 report as part of the meeting agenda.

Vice Mayor Sivigny inquired about the amount of time spent on traffic control. Chief Levi stated that he has not collected data to quantify the amount of time officers spend on traffic control. Vice Mayor Sivigny stated that he believes people are continually running stop signs during rush hour and people are speeding down Mill Street. He said that there needs to be more focus placed on traffic enforcement. Ms. Jovanovich stated that she would work with Chief Levi to develop performance measures to assist in tracking and measuring public safety functions.

Chief Levi stated that he and Mrs. Jovanovich have investigated traffic control devices that do not require an officer present at all times. He also stated that VDOT has stated some of those traffic control devices are not permissible.

F. Boards and Commissions:

1. Ms. Jovanovich stated that the Planning Commission will meet on June 14, and will have the final draft of the Comprehensive Plan update. They also plan on presenting the Comprehensive Plan at the June 21, Town Council Work Session meeting to obtain final feedback from the Town Council.
2. Councilmember Dawson stated that Architectural Review Board approved two exterior elevation application and one sign application at its last meeting.

8. Regular Business

8A. Request to Set Not To Exceed Amount for Purchase of Park Maintenance Vehicle

It was moved to set a not to exceed amount of \$5,000 for purchase of a Park Maintenance Vehicle.

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

8B. Request for After-the-Fact Approval of Emergency Plumbing Repairs at Visitors Center

It was moved to approve after-the-fact emergency plumbing repairs at the Visitors Center in the amount of \$2,625.

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

8C. Request for After-the-Fact Approval of Emergency Plumbing Repairs at Town Hall

It was moved to approve after-the-fact emergency plumbing repairs at Town Hall in the amount of \$5,895.

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

9. Closed Session

Vice Mayor Sivigny moved that the Council convene in closed session to discuss as permitted by Virginia Code §2.2-37711(A)(3) a matter involving acquisition of real property for public purposes. Councilmember Dawson seconded. **The motion carried by poll vote, unanimously**

The Council came out of closed session at 8:30 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 Dawson seconded. **Motion passed, Ayes- Councilmember Drakes, Councilmember Dawson, Councilmember Fithian, and Vice Mayor Sivigny, by roll call vote.**

10. Adjournment

The meeting was adjourned at 8:32 p.m.

Christopher Coon
Town Clerk



OCCOQUAN TOWN COUNCIL
Work Session Meeting - DRAFT
Town Hall - 314 Mill Street, Occoquan, VA 22125
Tuesday, June 21, 2016
7:00 p.m.

Present: Mayor Liz Quist, Vice Mayor Pat Sivigny, Councilmembers Matthew Dawson, Jim Drakes, Cindy Fithian and Joe McGuire.

Staff: Kirstyn Jovanovich, Town Manager; Chris Coon, Town Clerk

Planning Commission: Ann Kisling, Ramsey Baerga, Dan Braswell, David Irwin, Heather Ozuna and Joe McGuire

Other: R. Michael Chandler, VA Tech Land Use Education Program; Shaina Schaffer, Berkley Group

1. Call to Order

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

2. Regular Items

A. Draft Comprehensive Plan Presentation

The Planning Commission presented the draft Comprehensive Plan to the Town Council including an overview of the plan and development process, as well as the major highlights of each chapter. Mr. Chandler discussed the plan's update process initiated in the fall of 2015 and included a diagnostic analysis of the previous plan and a survey of residents, businesses, staff and officials. The diagnostic and survey resulted in a proposed rewrite and reformatted planning document.

Mr. Baerga stated that the Comprehensive Plan redrafting process began in the fall of 2015 and included multiple meetings, review of the current Comprehensive Plan, and the review of information gathered from the community about the top issues facing Occoquan now and in the future. The Planning Commission used that information, as well as the diagnostic, to guide the focus of the Comprehensive Plan update.

Councilmember Joe McGuire presented "Chapter Four: Community Character & Community Life" and stated that this section focused on emphasizing and encouraging mixed-use development within the Historic District. He also stated that the Virginia Code requires Comprehensive Plans to include housing affordability and the plan covers what is necessary for maintaining diverse housing options within the community. He stated that the chapter also focused on promotion of open space and parks, as well as community facilities, and waterfront properties.

Mr. Baerga presented information on "Chapter 5: Circulation and Mobility" and stated that the main goal of this chapter was to create and maintain safe and efficient Town-wide mobility and transportation, including pedestrian-friendly

land use patterns. These goals included four of the top five reported issues in the survey conducted as part of the plan update. The issues were traffic and cut-through traffic, parking, sidewalks, and gateways or buffer from Occoquan and surrounding areas.

Mr. Braswell presented information on “Chapter 6: Economic Vitality and Diversity” and stated that the main goal of this chapter was to promote proactive and sustainable economic development and redevelopment actions in the Occoquan Business and Historic District that respect the community’s unique character. This requires balanced residential density, and protection of its ecological setting, while encouraging a diversity of economic activities in selected target areas of Occoquan. He also stated that in this section, a focus is placed on becoming a Main Street America community. This program would assist the Town and businesses with economic opportunities through grants and other funding sources currently not available to the Town. Ms. Ozuna stated that the Main Street America program is a historic preservation and economic revitalization program geared toward small downtown areas similar to Occoquan. Ms. Ozuna is currently working with the Town Manager on the Main Street America designation application process for the Town.

Mr. Irwin and Ms. Shaffer presented “Chapter 7: Environmental Stewardship” and stated that the goal of this chapter is to provide the harmonious use of land that meets the needs of Occoquan, while enhancing the area’s environmental quality. The Berkley Group reviewed the current Comprehensive Plan and made recommendations as to required verbiage in accordance with the Chesapeake Bay Act. This section referenced relevant environmental programs and regulations to help encourage the preservation of remaining forested areas, streams and wildlife habitat corridors.

Councilmember Fithian stated that she would like the Planning Commission to consider including recycling as a priority within the plan. . She stated that she would like to encourage the use of public trash and recycling containers within the town. The Planning Commission stated that they would address the recycling issue in the Environmental Stewardship section.

Mrs. Ozuna presented information on “Chapter Eight: Regional Coordination” and stated the goal of this section was to continue to build upon and enhance partnerships with Prince William and Fairfax Counties to generate a shared border area land use planning and zoning that reflects and advances Occoquan’s vision for the future. This section specifically focuses on the regional coordination between the Town of Occoquan and other entities that can affect land use, planning, and zoning within the Town of Occoquan.

Mr. Baerga stated that “Chapter Nine: Implementation and Accountability” consisted of 54 action items with the main goal of pursuing and accomplishing the

goals outlined in the previous sections in the Comprehensive Plan. Ms. Jovanovich then requested any Town Council feedback by the June 24, 2016, to allow time to incorporate the Council's feedback into the Comprehensive Plan prior to the Planning Commission's final community meeting on June 28, 2016. The Comprehensive Plan will be before the Town Council for a public hearing and adoption at their July 12, 2016 meeting.

B. Draft Employee Handbook/ Administrative Manual

Ms. Jovanovich stated that the Administrative Manual replaces the 2003 Personnel Manual. She stated that many of the policies in the Administrative Manual were adapted from standard policies provided by the Virginia Municipal League Insurance Program, the Town's insurance provider. She outlined four main sections, including General, Administrative, Employment, and Communications. Ms. Jovanovich stated that she provided a draft of the document to staff and held a meeting to discuss, during which there were no major changes.

Ms. Jovanovich discussed the proposed organizational mission and core values, which include transparency, integrity, accountability, innovation, respect and inclusiveness. This section also includes a Code of Ethics and covers Conflict of Interest and receipt of gifts. These standards apply to all officials and employees. Mayor Quist stated that she approved of this section's contents and encouraged elected officials to review and observe the stated mission and values outlined, so that staff and Council were operating on the same principles.

Ms. Jovanovich stated that the Administrative section includes standard employment policies to include FLSA, ADA and equal employment opportunities. She noted a new policy regarding town vehicle usage that requires the Town to regularly obtain and review driving records for individuals that operate a Town vehicle. This section also covers proper documentation and disposition of gifts to town employees and officials.

Councilmember McGuire stated that he did not see anything about the Police reporting use of force. Ms. Jovanovich stated that police specific regulations are addressed in the Police Department's General Orders, which is a separate document and currently under review.

Mss. Jovanovich stated that the Administrative section also cover covers political activities by employees. The policy states that Town staff is not able to participate in any way with political activity as a representative of the town. Staff is also not permitted to use any Town equipment, resources or facilities for any political activities.

Ms. Jovanovich discussed the Employment section, which covers standard employment policies including recruitment, position categories, employee conduct, initial employment period, flex schedules, dress code, employee performance evaluations and employee development. Ms. Jovanovich stated that

the flex schedule allows employees to adjust their work hours within a pay period and does not refer to telecommuting. Approval of a flex schedule is granted by the Town Manager and will only be permitted when service delivery is not negatively impacted. Ms. Jovanovich also stated that a business casual dress code is included in the revised manual.

Ms. Jovanovich stated that Performance Evaluations would be implemented in August with employee goal setting to establish employee expectations. An annual review will be completed in January. This will allow for merit-based salary increases, dependent upon availability of funds during the annual budgeting process. She further noted that the manual includes an emphasis on employee training that directly influences or improves their job performance.

Councilmember Drakes inquired as to whether continuing studies or training is required for employment or if it was recommended. Ms. Jovanovich stated that the training was recommended.

Mrs. Jovanovich discussed the proposed revised employee benefit plan. She stated that under the current Personnel Manual the only employees who accrue annual leave and sick leave are full time employees. The new Administrative Manual treats all employees equally. She stated that the proposed leave structure that provides annual leave and sick leave accrual for all employees (a prorated accrual rate for part-time employees) based on a survey of benefit and leave plans for ten area localities. The sick leave policy is in line with what all ten of those localities provided their employees (4 hours per pay period, prorated for part-time, no payout) and the annual leave policy is in line with the average leave accrual policies of those municipalities. She further noted the revised manual removes the six-month delay on leave accrual that is in the current personnel manual. Ms. Jovanovich stated that the revised leave policies will allow Occoquan to be comparable to other localities in the area and assist with attracting and retaining qualified employees. She noted that since Occoquan does not offer health insurance or retirement benefits at this time, this update in the leave policies will assist with retention and employee morale.

Ms. Jovanovich noted that the compensatory time policy will change to limit accrual. She stated that it will be permitted under preapproved circumstances by the Town Manager with a maximum carry over of 40 hours per year. She stated that under the new leave policies, employees will earn more annual leave but it will be controlled with limits placed on accrual. Annual and compensatory leave will be paid out upon the employee's separation from the town. The goal will be to ensure leave accrual is limited and employees take appropriate leave throughout the year. This will aid in employee productivity and morale.

Councilmember Drakes inquired about the definition of the pay period and if the 240 hours of annual leave carry over is common. Ms. Jovanovich stated that 240

hours is the Town's current cap, as well as normal when compared to the other localities in the area. Councilmember McGuire also stated that realistically employees are not going to stay more than five years so the leave cap is not really an issue. Councilmember Dawson inquired about a cap of sick leave. Ms. Jovanovich stated that of the ten localities surveyed, only one locality had a cap on sick leave at 960 hours. She further noted that sick leave can only be used in specific circumstances and when employees separate from the Town, the Town does not pay out for that time.

Ms. Jovanovich requested direction from Council regarding the provision of leave to employees who have been with the Town for many years. They have not received vacation or sick leave during the time they have been employed, and Ms. Jovanovich requested guidance from Council as to whether the Town should provide those employees with some annual leave time to start, or have every employee start at zero regardless of tenure. Council then discussed the amount of time that would be appropriate for those employees. Council asked Ms. Jovanovich to provide a recommendation at the July 12, 2016 meeting.

The final section of the Administrative Manual is the Communications section and includes Freedom of Information Act requirements. There is also a social media policy to allow the Town to participate more fully in social media, become more involved online, and allow more electronic engagement outside of the Craft Show Facebook account. This section also includes the current technology use policy.

Councilmember Drakes asked if the Administrative Manual was a guide or a contract. Ms. Jovanovich stated that each employee will receive the manual and sign a document stating that they have received and understand the contents of the manual. This will allow the Town to hold staff accountable for abiding by the regulations set forth in the manual. She further noted that a grievance process still needs to be developed.

C. River Mill Park Signage Review

Ms. Jovanovich requested concurrence from the Town Council on the design of the new River Mill Park signage. At its last regular meeting, the Council approved funding for the purchase of signage and related equipment for the new park. By consensus, the Town Council agreed with the purchase of the sign designs as presented.

3. Adjournment

Mayor Quist adjourned the meeting at 8:43 p.m.

Chris Coon, Town Clerk



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 Joe McGuire

TOWN MANAGER
 Kirstyn Barr Jovanovich

BUILDING OFFICIAL
 Joseph E. Barbeau, Jr.

JUNE 2016 REPORT TO THE TOWN COUNCIL BUILDING OFFICIAL REPORT

PERMITS ISSUED

Permit to install a motorized awning at 108 Washington St, was approved.
 Permit for the emergency repair of broken water main at 306 Commerce St, was approved.
(See Actions for applications reviewed due to illegal activities at two locations.)

CERTIFICATES OF OCCUPANCY ISSUED

Certificate of Occupancy was issued for 302 Commerce St.
 Certificate of Occupancy has been issued for the Bathrooms at River Mill Park (458 Mill Street), and will be held until such time as the contractor has completed all punch list items.

INSPECTIONS

Date	Activity
May 17, 2016	108 Vista Knoll Drive, Inspection of footings for attached deck, approved.
May 23, 2016	308 Commerce St., deck footing inspection, passed.
May 25, 2016	Visitor Center, Inspection of plumbing and building rough work, approved, close-in allowed.
May 25, 2016	Town Hall, Inspection of replacement of sewer main, work approved.
May 25, 2016	108 Vista Knoll Drive, Final Deck Inspection approved.
May 25, 2016	204 Brawners Farm Road, Final Inspection of Electrical installations, approved.
May 27, 2016	1603 Mt. High St, Building and Electrical rough inspections approved.
June 3, 2016	Food Pantry (Business) Certificate of Occupancy inspection, granted.
June 10, 2016	100 Frayers Farm Court, illegal work (roof replacement), working without a permit, immediate action to apply for and receive permit was required and complied with.
June 14, 2016	River Mill Park, Electrical rough inspection, approved.
June 23, 2016	River Mill Park, Light Pole bases per concrete placement inspection, approved.
June 29, 2016	306 Commerce St, Inspection of rough plumbing for emergency waterline repair, approved.
July 1, 2016	168 Washington St, Final Inspection for the installation of motorized awning system was conducted and approved.
July 1, 2016	302 Commerce St, Final Inspections to close out permitting and grant Final Co was done and approved.
July 1, 2016	306 Commerce St, Final Inspection of water line replacement conducted and approved.

July 1, 2016	308 Commerce St, Final inspection of deck installations was conducted and approved.
July 1, 2016	140 Washington St, work being done without a permit (roof replacement) was discovered. Work was stopped while the foremen properly applied for this permitting.

DOCUMENT REVIEW

- Application to install a motorized awning at 168 Washington St, was approved.
- Application for the emergency repair of broken water main at 306 Commerce St, was approved.

ACTIONS

- Application for roof replacement for 140 Washington St, was granted after the commencement of such work; doubled fees were applied.
- Application for roof replacement for 100 Frayers Farm Ct, was granted after the commencement of such work; doubled fees were applied.

RECOMMENDATIONS

There are no recommendations for the Council at this time.

OTHER

Nothing to report at this time.

End of Report, submitted on 07/6/2016.



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TOWN MANAGER
Kirstyn Barr Jovanovich

Town Manager's Report Town Council Meeting - July 12, 2016

Dock Repairs - Update

Members from Leadership Prince William and the community coordinated a second dock work day on June 25, to continue work that was performed during Comcast Cares Day. I am working with residents of Gaslight Landing and a potential Eagle Scout candidate to coordinate a third work day to complete the repairs and use the remainder of the donated lumber and materials.

Eagle Scout Projects

In June, an Eagle Scout candidate completed a raised garden bed and trash enclosure behind Town Hall. This is a second Eagle Scout project coordinated through the Town this year. A third Eagle Scout candidate will build four benches and concrete pads for use in the new park by this fall.

Kayak/Canoe Launch

We are still waiting on release of the grant funding; all required documentation has been provided to the grant coordinator. The site plan for the Kayak/Canoe Launch will go before the Planning Commission on July 19, and will be before Town Council, along with the design/build contract request at the August 2, 2016 Town Council meeting. We are still working toward construction of the ramp late this summer due to expiring permits this fall.

River Mill Park Opening/Programming

A ribbon cutting and grand opening event will be held on Saturday, July 30, 2016 from 10 a.m. to 12 p.m. and will include a concert, kid's activities, and plaque unveiling, among other activities. In addition a concert series has been planned August 6 through September 3.

Tanyard Hill Property

Working on preparing a rezoning request and comprehensive plan amendment for Prince William County in order to allow the installation of a trail and signage on the Tanyard Hill (Oaks III) property. The submission is expected before the Board of Supervisors in the fall.

Administrative Assistant

Over 200 applications were received for the part-time Administrative Position that was advertised in June. The applications are currently under review with interviews to be scheduled in July.

-END-



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TOWN MANAGER
Kirstyn Barr Jovanovich

CHIEF OF POLICE
TOWN SERGEANT
Sheldon E. Levi

JUNE 2016 REPORT TO THE TOWN COUNCIL CHIEF OF POLICE REPORT

Arts & Crafts Show Weekend:

Friday

- Responded to a disorderly person on Washington Street near East Locust Street. A person was being drunk and disorderly yelling racial slurs at another person. The suspect was arrested for being drunk in public and transported to the magistrate.
- Was approached by a suspicious person telling a story that did not make any sense. The person was not wanted, was properly licensed, and was asked to leave Town, which they did.
- Performed first aid on a vendor who had cut himself.
- There was no need to tow any cars.

Saturday

- One missing child that was reunited with her mother.
- Medical emergency at one of the business' on Mill Street. An 8 year old boy had passed out, was unconscious for over ten minutes, was treated by OWL and was picked up by his mother.

Sunday

- Had a complaint of a disorderly subject. Eventually found the subject and ran his ID; he was not wanted. We had not witnessed anything, so we admonished him and sent him on his way. We had the streets open to all traffic at 1820; the fastest shut down we have ever had.

Other June Activities

- The Thursday prior to the Craft Show, I was alerted to a Dominion Power transformer at the top of a pole on Union Street at Poplar Lane that was leaking fluid. Dominion and the fire department were notified. The fire department responded, did not believe there was an imminent hazard, put down some absorbant and cordoned off the area. I called a contact at Dominion to ensure the situation was resolved before Friday afternoon. The transformer was replaced before I arrived on Friday.
- Picked up and brought back 50 cones from Gar-Field Station that were needed for the Crafts Show.
- Assisted several tractor trailers at different times throughout the month in getting around the turns at Mill & Ellicott, and Ellicott & Commerce, or escorting them the wrong way on Mill Street.
- Assisted a motorist whose car ran out of gas on Gordon Boulevard blocking

Commerce Street at rush hour.

- Was dispatched to the boardwalk behind Gaslight Landing for a person fishing. The person was fishing, was licensed, and told there is no fishing from the boardwalk. The person was cooperative and left the area.
- **Weekend 06/10 & 11:** Deputies worked from 2200 – 0300 each night. I walked them through the areas of concern; the Down Under, the boardwalk, the boats rafting, and Madigan's. On the 10th while walking we spoke to the captain of the *Death Star*, one of the boats specifically complained about, and I made it clear there were complaints of loud noise and drunkenness. The captain was not the owner, he said he is the crew only and cannot drink, and they would not be staying long. There were no reported issues by the deputies on these dates.
- On 06/10, I also spoke with a group of young adults who were having a birthday party on the picnic benches on the Town dock. I reminded them there are residences adjacent to the dock and there was to be no loud noise after 2200. They brought with them a hookah, a birthday cake and non-alcoholic beverages. There was no evidence of any drugs or illegal conduct. They were polite and cooperative.
- Attended the funeral of a former Occoquan police officer at Quantico National Cemetery. Raymond Houser retired from a career in the US Air Force and started his law enforcement career with the OPD on 07/11/1981. After about two years he went on to the Manassas Park, Quantico and Aquia Harbor Police Departments.
- Met with PWCPD Support Services about utilizing their fingerprinting and criminal history services for our Precious Metals and Massage Establishment permitting process. Tentatively they will be processing for us; there is a \$5.00 charge per person that is paid to PWCPD by the applicant, no fees to the Town.
- **Weekend 06/17 & 18:** Deputies worked from 2200 – 0300 each night. The only event of note was a reported domestic outside of Madigan's. The parties had been drinking, but there was no physical altercation. Whatever was going on moved to the Bar J, then to the Down Under, where eventually an Uber was called and they left the Town. Any actual disturbance was brief. There was one vehicle that had a dead battery on Mill Street, and there was a lot of taxi and Uber traffic throughout the night. The following is what was sent to me by one of the deputies who worked this particular weekend.
“...per staff at both Madigans and Down Under the uniformed presence is sending a message, the patrons are mindful to utilize alternative modes of transportation and not drive. We have engaged the staff and patrons at both locations, answered their questions and the sarcasm is fading. Citizens out dining have openly expressed their appreciation for our presence.”

However, despite their efforts I had a report from a resident that when they came out of the house Sunday morning, they found two cups of urine on their steps and some soiled underwear thrown into their garage.

- Was alerted to the possibility of a juvenile runaway on Mill Street. Upon investigation it was learned there were two (possibly more) runaways “hanging out” on Mill Street, but had left the area a few minutes before my arrival. Earlier I was parked across from the group of teens, saw them, but did not know of the runaway status. There was an individual with them who knows me, but never alerted me to the facts about the runaways. Runaway juvenile reports had previously been filed with PWCPD, and I passed on the information I gathered, including the license plate of the escape vehicle to PWCPD.
- Discovered a trespasser fishing from the historical ruins behind the museum. Checked his ID, the subject was not wanted, had a valid fishing license and complied with my directive to get off the ruins.
- Conducted stop sign enforcement at Commerce and Washington Streets.
- Dispatched to a report of a suspicious person on Mill Street towards River Mill Park. The only person I could find was the subject I previously identified as the trespasser on the ruins. He was getting in his car to get out of the rain.
- **Weekend 06/24 & 25;** Deputies worked from 2200 – 0300 each night. Deputies on duty on 06/24 gave one traffic summons and arrested one individual for being drunk in public. Other than that, Friday night was not very problematic; a lot of taxi traffic picking up at Madigan’s. Foot patrol of the dock area was conducted as well. Deputies on duty on 06/25 stated it was fairly peaceful all night; “Both bars were slow with customers.” There was a citizen report of an illegally parked boat in a private slip on Friday night, and also on Friday night there were four males at a picnic table on the dock smoking vapor pipes and socializing, did not seem to have any alcoholic beverages and were not making a lot of noise; there was no need for police assistance.

-END-



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Public Hearing	Meeting Date: July 12, 2016
8 A: Joint Town Council and Planning Commission Public Hearing on 2016 Comprehensive Plan Update	

Explanation and Summary:

This is a joint public hearing with the Planning Commission and Town Council on the 2016-2026 Comprehensive Plan.

- 1. Town Council - Open Public Hearing**
Mayor - Open Public Hearing, Note Start Time
- 2. Planning Commission - Open Public Hearing**
Chair - Call to Order - Open Public Hearing, Note Start Time
Chair - Perform Roll Call - Members Present
- 3. Mayor - Request for public input.**
- 4. Planning Commission - Close Public Hearing**
Chair - Close Public Hearing, Note End Time

"I move to close the public hearing."
- 5. Town Council - Close Public Hearing**
Mayor - Close Public Hearing, Note End Time

"I move to close the public hearing."

OR

Other action Council deems appropriate.

Attachments: (3) Public Hearing Announcement
Summary of Changes Since June 21, 2016
FINAL DRAFT 2016-2026 Comprehensive Plan

**NOTICE OF JOINT PUBLIC HEARING OF THE
TOWN COUNCIL AND PLANNING COMMISSION
TOWN HALL - 314 MILL STREET
TOWN OF OCCOQUAN**

July 12, 2016 – 7:00 PM

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

Adoption of the Occoquan 2016-2026 Comprehensive Plan. This plan provides a vision for how Occoquan should grow and change in the future, maintain public facilities and programs in response to growth, and successfully manage new development and redevelopment actions. It draws on the 2003 Comprehensive Plan (updated in 2013) for its future land use map but makes some minor changes to provide contiguity of planned density. The Comprehensive Plan uses surveys conducted from residents, businesses and community leaders to help maintain the quality of life in Occoquan. Major portions of the Comprehensive Plan have been rewritten in light of those surveys.

The draft 2016-2026 Comprehensive Plan to be adopted by the Town Council of the Town of Occoquan is available for review in Town Hall, 314 Mill Street, Occoquan, Virginia 22125.

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.

**2016 Comprehensive Plan Update
List of Edits since June 21, 2016**

Page	Issue	Edited Language
Page 10	Include reference to town boundary expanded to include River Mill Park	In 2014, the Town’s boundary was extended westward to include Fairfax Water’s one-acre parcel, which has since been converted into parkland managed by the Town.
Page 43	Revise Chesapeake Bay Preservation Area Map	Inserted Chesapeake Bay Map that was last updated in 2014 to include River Mill Park.
Page 10	Reword: The town was formally platted in 1804 and still retains its original boundaries as the parameters of the current Historic District.	The town was formally platted in 1804 and still retains its original boundaries <u>form the basis as the parameters</u> of the current Historic District.
Page 14	Reword: Enhanced dialogue with Prince William County focused on land use planning issues at the shared border will become an essential requirement.	Enhanced dialogue with Prince William County focused on land use planning issues <u>at the shared border that may impact the Town of Occoquan</u> will become an essential requirement.
Page 49	Suggested Change: ... the development of property along the Fairfax County side of the river, and promoting a shared interest in the arts.	...the development <u>preservation</u> of property along the Fairfax County side of the river, and promoting a shared interest in the arts.
Page 50	Addition of statement.	The Comprehensive Plan will be fully revisited and readopted at least every five years.
Pages 51-60	Remove “Priority” Category	
Page 25	Feedback received that cut-through traffic may not be the specific issue; requested more of a generalized statement that states a strategy to address traffic is required.	Traffic: Cut through traffic continues to be a problem. A transportation/traffic management strategy that addresses cut-through traffic is needed. Alternative modes of transportation should be considered.
Page 26	Same as above.	Even as road improvements have occurred, cut-through traffic continues to be a concern for residents.
Page 49	Remove specific reference to Workhouse Arts Center.	Occoquan will work to promote a shared border interest with Fairfax County in regards to both the Occoquan River and the Lorton Workhouse Arts Center.

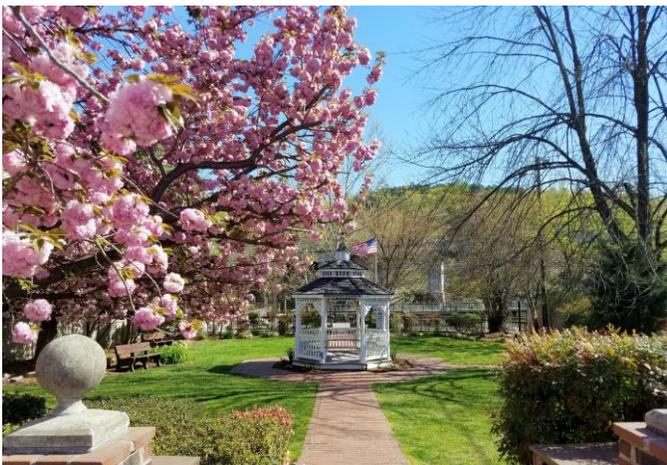
**2016 Comprehensive Plan Update
List of Edits since June 21, 2016**

Page 28	Transportation Plan	Inserted Transportation Plan.
Page 44	Reword: Town includes tidal wetlands, nontidal wetlands connected by surface flow and contiguous to tidal wetlands or tributary streams, tidal shores, and a 100-foot vegetated buffer area located adjacent to and landward of all previously listed components.	The RPA designation in the the Town includes tidal wetlands, nontidal wetlands connected by surface flow and contiguous to tidal wetlands or tributary streams, tidal shores, and a 100-foot vegetated buffer area located adjacent to and landward of all previously listed components and <u>along both sides of any water body with perennial flow, as parts of lands protected by the Chesapeake Bay Preservation Ordinance.</u>
Page 51	Clarify Action Item # 3 referring to widening of Town Streets	As part of the parking and traffic study, the Town should investigate and make recommendations on the need to widen portions of Commerce Street <u>between Union and Washington Streets to accommodate additional on-street parking.</u> Any widening project will include new curbs and brick sidewalks consistent with other Business District improvements.
Page 20-22	Community Life - Add information on community preservation regarding updating ARB guidelines and architectural requirements.	



Town of Occoquan

COMPREHENSIVE PLAN VISION 2026 2016 UPDATE DRAFT



EXPERIENCE HISTORIC OCCOQUAN
Shopping, Dining, Art and History

TOWN OF OCCOQUAN
COMPREHENSIVE PLAN
VISION 2026
2016 UPDATE



Town Council

Elizabeth A.C. Quist, Mayor
Patrick Sivigny, Vice Mayor
J. Matthew Dawson
Jim Drakes, PhD
Cindy Fithian
Joe McGuire

Planning Commission

Joe McGuire, Chair
Ramsey Baerga
Dan Braswell
David Irwin, PhD
Ann Kisling
Heather Ozuna

Town Staff

Kirstyn Jovanovich, CFM, Town Manager
Christopher Coon, Town Clerk

Technical Support

R. Michael Chandler, Planning Matters
Darren Coffey, The Berkley Group
Shaina Schaffer, CFM, The Berkley Group

TABLE OF CONTENTS

CHAPTER ONE: Introduction and Overview	4
Purpose and Intent	4
Scope of the Plan	4
The Planning Process	5
Assessment Survey Leading Comp Plan Concerns and Issues	7
Plan Themes.....	7
 CHAPTER TWO: Occoquan Yesterday and Today.....	9
Our Location/Setting.....	9
Our History.....	9
Our Numbers - Population Characteristics.....	12
Our Existing Footprint and Land Use	15
 CHAPTER THREE: Occoquan 2026: Imagining Tomorrow Today	18
Our Vision.....	18
Our Goals - Comprehensive Plan Themes	18
Our Plan for 2026	19
 CHAPTER FOUR: Community Character & Community Life.....	20
Goal.....	20
Overview.....	20
Housing and Housing Affordability.....	20
Neighborhood Preservation and Revitalization.....	21
Community Services and Facilities	21
Parks, Open Space, Public Space	21
 CHAPTER FIVE: Circulation and Mobility	23
Goal.....	23
Overview.....	23
Traffic.....	26
Parking	27
Sidewalks	27
Gateways.....	31
Emergency Evacuation Planning.....	31
 CHAPTER SIX: Economic Vitality & Diversity	33
Goal.....	33
Overview.....	33

Commercial Areas	34
Economic Catalyst Sites	35
Historic Preservation and Appearance.....	35
 CHAPTER SEVEN: Environmental Stewardship	 37
Goal.....	37
Overview and Vision.....	37
Chesapeake Bay and the River Connection	37
Environmental Programs and Regulations.....	44
Trees and Landscaping	47
Solid Waste Disposal and Recycling.....	48
Green Building, Noise and Lighting.....	48
 CHAPTER EIGHT: Regional Coordination.....	 50
Goal.....	50
Overview and Vision.....	50
Shared Border Area Plans - Prince William County	50
Shared Border Area Plans - Fairfax County	51
Shared Border Area Plans - Lake Ridge Parks and Recreation Association	51
 CHAPTER NINE: Implementation & Accountability	 52
Overview and Vision.....	52
Annual Plan Accountability Report.....	52
Action Plan.....	52

CHAPTER ONE

INTRODUCTION AND OVERVIEW

Purpose and Intent

Successful communities do not just happen; they must be continually shaped and guided. A community must actively manage its growth as well as respond to changing circumstances if it is to continue to meet the needs of its residents and maintain the quality of life that initially attracted those residents to the community. Successful communities know the future is not something to be wished for or left to chance. Successful communities know the future must be a matter of choice, and becoming a community of choice connotes a commitment to planning for tomorrow as well as for today.



This document is an update to the 2003/2013 Town of Occoquan Comprehensive Plan. This plan provides a vision for how Occoquan should grow and change in the future, maintain public facilities and programs in response to growth, and successfully manage new development and redevelopment actions. The Occoquan 2016-2026 Comprehensive Plan, by design, touches on a wide range of issues related to land use including transportation, housing and neighborhoods, parks and open space, community services, economic development, as well as community character and community identity.

Once adopted, the elected and appointed officials of Occoquan should use the Comprehensive Plan as a guide for their decisions related to development, redevelopment, growth and the provision of town services. While it discusses and describes land uses, the Comprehensive Plan does not regulate actual land uses. Other tools, such as zoning, subdivision and site plan standards, are the primary means by which Occoquan will implement the vision and goals featured in this plan. Accordingly, this plan features an implementation strategy that is action-oriented and designed to bring the vision and goals featured in this document to life.

Scope of the Plan

The Commonwealth of Virginia mandates the Town of Occoquan prepare and adopt a Comprehensive Plan for the physical development of the land within its jurisdiction. The specific mandate is found in section 15.2-2223 of the Code of Virginia which states the Comprehensive Plan is to guide and accomplish a coordinated, adjusted and harmonious development of the territory which will, in accordance with present and probable future needs and resources, best promote the health, safety, morals, order, convenience, prosperity and general welfare of the inhabitants, including the elderly and persons with disabilities. In meeting this objective, the Plan must assess existing conditions and examine trends of growth, as well as project future conditions likely to impact the locality.

Responsibility for drafting and preparing a Comprehensive Plan rests with the Occoquan Planning Commission. Responsibility for adopting a Comprehensive Plan rests with the Occoquan Town Council. To meet the requirements featured in section 15.2-2223 of the Virginia Code, the Occoquan Planning Commission is required to designate the general and approximate location, character, and extent of each feature shown on the Plan. In addition, the Virginia Code mandates that a Comprehensive Plan feature the following elements, themes or chapters:

1. Long-range recommendations. The Comprehensive Plan must show the long-range recommendations for the general development of the locality.
2. Transportation plan. The Comprehensive Plan must include narrative that designates a system of transportation infrastructure needs and recommendations that may include the designation of new and expanded transportation facilities including roadways, bicycle accommodations, pedestrian accommodations, bridges, waterways, and public transportation facilities that support the planned development of the territory covered by the plan.
3. Road and transportation map. The Comprehensive Plan must feature a map showing road and transportation improvements. In meeting this requirement, the plan must take into account the current and future needs of the residents of Occoquan while considering the current and future needs of the planning district within which Occoquan is located.
4. Affordable housing. The Comprehensive Plan must designate areas in the locality for the implementation of measures to promote the construction and maintenance of affordable housing, sufficient to meet the current and future needs of residents of all income levels in the locality while considering current and future needs of the planning district within which Occoquan is located.
5. Traditional neighborhood design. If urban development areas are designated in the Comprehensive Plan, the Plan must reflect principles of traditional neighborhood design which may include but are not limited to:
 - Pedestrian-friendly street design,
 - Connectivity of street and pedestrian networks,
 - The preservation of natural areas,
 - Mixed-use neighborhoods including mixed housing types, and
 - The reduction of front and side yard building setbacks, and the reduction of subdivision street widths and turning radii at street intersections.

The Planning Process

The Code of Virginia mandates that a comprehensive plan, once adopted by the local governing body, must be reviewed at least once every five years. In response to this requirement, the Occoquan Town Council, with the support of the Occoquan Planning

Commission, agreed to underwrite an assessment exercise designed to secure the insight, opinion and perspective of persons most familiar with Occoquan's Comprehensive Plan. To this end, a survey was designed and distributed to all members of the Occoquan Town Council, as well as members of the Occoquan Planning Commission, Board of Zoning Appeals, and the Architectural Review Board. In addition, a cross-section of community business leaders, as well as members of the Town staff, were asked to complete the survey that was distributed in October of 2015.

The survey participants were asked to identify the strengths and weaknesses featured in the existing Occoquan Comprehensive Plan. In addition, the respondents were asked to identify the top three land use issues currently facing Occoquan, as well as the top three land use issues Occoquan will likely face five years into the future. The assessment exercise also inquired as to the continued relevance and utility of the goals and policies featured in the existing Occoquan Comprehensive Plan.

The assessment survey was distributed to a total of 63 individuals; 33 of whom served on the Town Council and Town Boards and Commissions, as well as Town staff. The remaining 30 surveys were sent to several business and community leaders. A total of 31 surveys were completed and returned. Of this total, 23 were received from the local government focus group noted above; a 70 percent response rate. A total of eight surveys were received from the community business leader focus group; a 25 percent response rate. When combined, the aggregate survey response rate of 49.2 percent is quite laudable.

The results generated by the assessment survey yielded valuable insight regarding Occoquan's existing Comprehensive Plan. Chief among the findings was the positive impact the 2003/2013 Comprehensive Plan had generated throughout Occoquan over the past decade. Of equal importance, the assessment survey results indicated that many of the goals and policies featured in the current Comprehensive Plan remain relevant and timely for the present, as well as Occoquan's immediate future.

As might be expected, the assessment exercise also uncovered Comprehensive Plan weaknesses and shortcomings. This is not surprising considering Occoquan has had considerable growth and development since 2003, when the Comprehensive Plan was last substantially reviewed and adopted. The shortcomings and deficiencies associated with the current Plan, which are listed below, provide ample evidence for why the Occoquan Comprehensive Plan should be reviewed and revised on a regular basis. Indeed, the range of planning concerns and challenges makes clear Occoquan's next Comprehensive Plan must address traffic mobility and circulation issues, development and redevelopment challenges in the Town's business/historic district, the character and intensity of desired future development, as well as how Occoquan intends to secure a positive connection with the river while sustaining the town's natural environment.

Assessment Survey Leading Comp Plan Concerns and Issues

1. Traffic and traffic management.
2. Needed zoning revisions to reduce residential density in downtown.
3. Parking management strategy.
4. Property upkeep, maintenance and appearance strategy.
5. Capitalizing on the river as a development asset, while sustaining the river as an environmental asset.
6. Diversifying the mix of businesses in the downtown area, in addition to bringing about greater mixed-use development.
7. Strengthening stormwater regulations and related environmental standards.
8. Incorporating a commitment to redevelopment in the revised Comprehensive Plan.
9. Developing strategies that will protect prized Occoquan properties and parcels.
10. Developing a Comprehensive Plan vision statement.

<p>Town of Occoquan, Virginia Land Use Diagnostic Questionnaire</p> <hr/>
<p>The questions appearing below represent the initial step in the review and critique of the Occoquan comprehensive land use plan. The questions are designed to gain insight and perspective regarding the planning issues and challenges currently facing Occoquan and the land use opportunities and threats Occoquan may face in the future.</p>
<p>CITIZEN RESPONSE SUMMARY</p>
<p>1. As you consider life and living in Occoquan, what 3 things make you Occoquan proud?</p>

Once the assessment survey results were available, a series of community forums were sponsored in November and December of 2015. The initial two forums in November were designed to share the results of the assessment survey with the previously identified local government

focus group and the community business leader focus group. In addition to sharing the survey results, each focus group was asked to identify, through a mapping exercise, specific land use adjustments or changes Occoquan will need to make in order to accommodate anticipated future growth and development over the next five years. A third forum was held for the general public in November of 2015. This forum utilized the same format used with the two focus groups, including the land use mapping exercise.

In early December, a fourth community forum, which was open to the public, was held at the Occoquan town hall. This forum focused on the assessment exercise findings regarding land use issues currently facing Occoquan and land use issues Occoquan will likely face 5 years into the future. In addition, a consensus future land use map (a byproduct of the initial November community forums) was shared. It is important to note the persons attending the December forum embraced the consensus future land use map as being a reasonable and rational representation of how Occoquan could accommodate future growth and development the town will likely experience over the next 5 to 10 years. Upon linking the assessment survey list of comprehensive plan issues and concerns with the proposed future land use map, a template for revising and updating the Occoquan comprehensive plan was clearly established and embraced.

Plan Themes

From its founding, Occoquan has purposely maintained its small town charm and feel. It is not surprising that the desire to sustain Occoquan's character and sense of place continues to resonate as a community planning goal. As noted in the Comprehensive Plan update section

above, the update process yielded important insight regarding the range of issues Occoquan will likely face over the next ten years. In turn, this information played a central role in the design and development of six overarching themes which collectively constitute the framework upon which the 2016-2026 Occoquan comprehensive plan is predicated. The respective planning themes are as follows:

- Sustain Occoquan’s community character and distinctive quality of life.
- Enhance Occoquan’s circulation and mobility with an emphasis on pedestrian safety.
- Sustain and enhance Occoquan’s business/historic district while diversifying the town’s economic base.
- Witness environmental stewardship by living in harmony with our diverse natural environment.
- Partner with neighboring localities to coordinate planning and governance matters of mutual interest.
- Commit to developing a comprehensive plan implementation schedule and accountability metric.

CHAPTER TWO

Occoquan Yesterday and Today

Our Location/Setting

The Town of Occoquan is located along the Occoquan River in the northeastern portion of Prince William County. The Town occupies approximately 125 acres, including 25 acres of the Occoquan River. While the built portion of the Town is located along the southern shore of the Occoquan River, the Town boundary actually extends into the Fairfax County portion of the river. The Town is situated at the “fall line,” which delineates the Piedmont and Coastal Plain geological provinces and

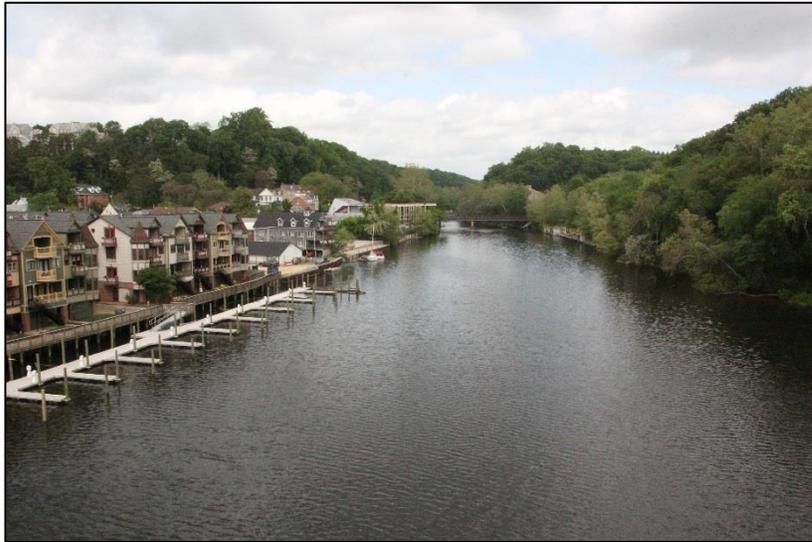


Figure 1 View of Occoquan River from Route 123 Bridge, 2015

represents the end of the navigable waters of the Occoquan River. The downtown and Poplar Lane portions of Occoquan are on a relatively level and low-lying plain adjacent to the river. To the southwest of this low-lying plain is a ridge underlain by mostly granite rock. The ridge is dissected by several small streams that empty into the river.

The largest stream is Ballywack Branch. The other streams are Furnace Branch, Boundary Branch, Phelps Creek, and the tributary of Boundary Branch designated as Edgehill Creek. High ground is generally rolling with some very steep slopes and rocky outcrops adjacent to streams and the river plain. While Occoquan has successfully maintained much of its small-town charm, surrounding areas of Prince William differ significantly in terms of scale, density, and design. Within a one mile radius are several automobile-oriented shopping centers and a commuter parking lot – all starkly in contrast to the Town’s pedestrian friendly atmosphere. The surrounding unincorporated areas of Woodbridge and Lake Ridge have populations of 40,550 and 41,058 respectively, dwarfing the Town’s population of 995¹.



Map 1 Early map showing the location of Occoquan Flour Mill, 1879

Our History

Occoquan established its commercial and residential successes long before Virginia was a colony when Captain John Smith traveled the Occoquan River to establish trade routes

¹ 2010 Census, Census-Designated Plan

between the Dogue Indians and English settlers. The rolling hills, strong water falls, and natural beauty of the area attracted entrepreneurs like John Ballandine. During the late eighteenth century, he established Occoquan as a full service town with mills, forges, stores, tolling points, and multiple residences.

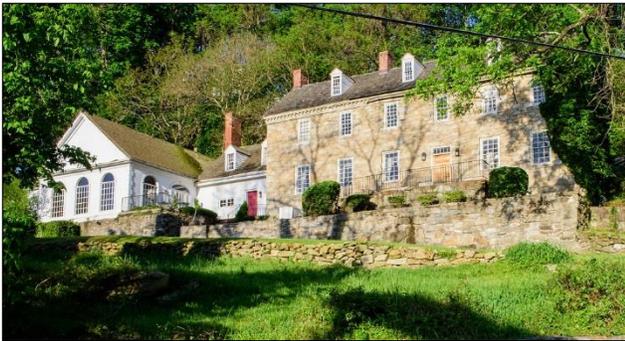
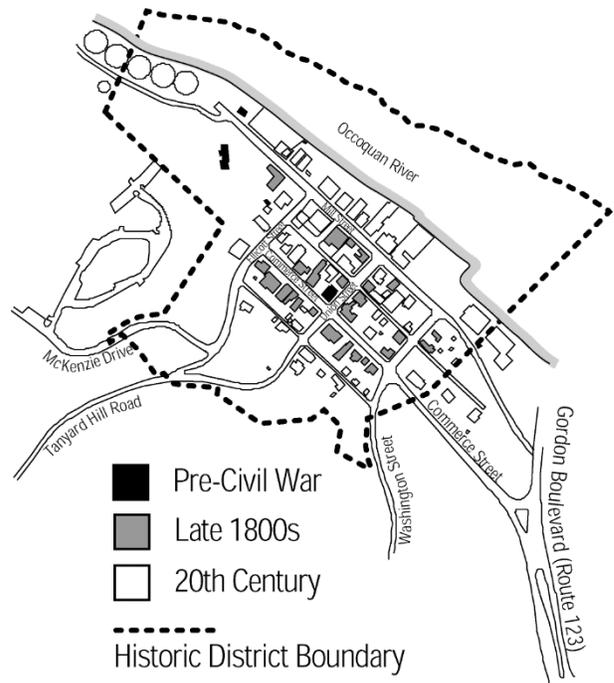


Figure 2 Rockledge Mansion, 2016

The most famous of these residences is Rockledge Mansion, built circa 1760 with stone from Occoquan’s own quarry of Virginia blue stone. Supposedly designed by the famous William Buckland, the home still sits perched above the town as Ballandine requested. It was this residence that served as the town’s bakery, ice house, and spring well. Ballandine also built one of the most internationally famous mills of the late 1700s. The structure, also designated the first automated mill in North America, now serves as the Occoquan Historical Society’s Mill House Museum.

The success and beauty of eighteenth century Occoquan attracted more entrepreneurs. Its most successful gentleman, Nathaniel Ellicott, came to officially settle the area after establishing Ellicott City, MD. The town was formally platted in 1804 and its original boundaries form the basis of the current Historic District. The 1800s proved quite prosperous for Occoquan – multiple residences and storefronts established an attractive stopping point for those journeying to the Nation’s Capital. Many of the buildings constructed during this era are still intact along Mill and Commerce Streets.



Map No. 2 Occoquan Historic District and Age of Structures

Map No. 2 indicates the location of older buildings in the central area of Town and their periods of construction. The map also shows the Town’s Historic District, as adopted in August 1999, which roughly mirrors the boundaries established in the 1804 charter. In 2014, the Town’s boundary was extended westward to include Fairfax Water’s one-acre parcel, which has since been converted into parkland managed by the Town.

In 1916, a major fire destroyed a number of commercial structures on Commerce, Union, and Mill streets. Other fires over the years have destroyed significant buildings, including the flour mill in 1924 and Ebenezer Church in 1923. The Church was rebuilt the following year on the same site where it still stands.

The progression of the twentieth century proved difficult for Occoquan, but the town has persevered none the less. Heavy silting of the River and the water authority's takeover of the river's dam proved damaging for water transportation and recreation. Multiple fires and hurricanes raged through town destroying many of its original buildings. The construction of Route 1 and I-95 deemed Occoquan temporarily obsolete. But Occoquan's endurance, positivity, and proactive mindset have resulted in the town becoming popular and successful once again.

In 1984, Occoquan secured its status as an official Historic District listed on the National Register of Historic Landmarks. Inside the boundaries of the District sit a multitude of individually registered buildings and sites that still lend the town a quaint appearance. Zoning ordinances allow for a combination of residential and commercial buildings that keep Occoquan both profitable and attractive to its citizens and visitors.

The Architectural Review Board establishes and monitors the historically accurate appearance of the town in order to persistently attract visitors from all over the world. Occoquan is working toward obtaining the Main Street America designation from the National Trust for Historic Preservation, while simultaneously improving streetscapes, properties, and parks.

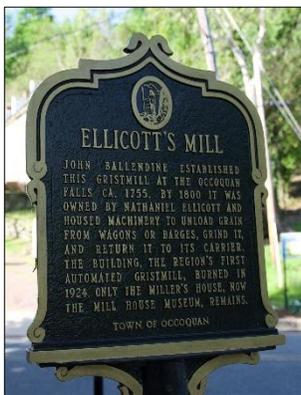


Figure 3 Recently refurbished historic marker at the Mill House Museum, 2016

In the early 2000's, the Town took steps to better emphasize its rich historical heritage through the establishment of a walking tour and the placement of commemorative markers throughout the Town. The markers are cast with a description on one side and an etched image of the site from historic photographs on the other. A total of 14 markers have been placed and are currently being refurbished through an adopt-a-sign program offered by the Historical Society of Occoquan. There has also been discussion over whether a Historic District buffer area, which would restrict growth and development in areas immediately adjacent to the district, should be established to provide the Town with a tool to address preservation and architectural issues outside of the Historic District.

Historic Preservation Issues

- Preservation/maintenance of historic buildings/streetscapes and the historic character of Occoquan.
- Rehabilitation of historic structures that are substandard or in a derelict state.
- The impact of infill development and redevelopment within and adjacent to the Historic District.
- Funding projects to expand, promote and protect properties of historic significance, including the Mill House Museum.
- Update the ARB guidelines and adoption by the Town Council.
- Identify whether a Historic District buffer area should be established.

Our Numbers – Population Characteristics

Our Demographics

Demographic statistics and trends provide an important backdrop for evaluating land use, public service needs and infrastructure requirements in a community. Demographics also serve as an indicator regarding a locality’s well-being and attractiveness as a place people are drawn to or a place to be avoided. As such, understanding a locality’s numbers is an important component of responsible community planning.

Our Growing Numbers

According to data supplied by the US Bureau of the Census, Occoquan is a community on the move demographically. Beginning with census year 1980 and continuing to 2010, Occoquan’s population increased from 241 people to 934 residents. The addition of 693 people translates into a staggering 287 percent increase in Occoquan’s population over the 30 year period. By comparison, Prince William County’s population for the same time period increased from 144,703 residents to 402,002 total people. The addition of 257,299 citizens represented an aggregate population gain of 178 percent. By contrast, Virginia’s total population gain for the same 30 year period of time was slightly more than 51 percent. Accordingly, it is readily evident Occoquan’s rate of population growth from 1980 to 2010 was substantially ahead that of Prince William County as well as the Commonwealth of Virginia. Table one reflects the numbers.

Table No. 1 Population Changes in Occoquan, Prince William County and Virginia

	1980	1990	2000	2010	Percent Change (1980-2010)
Town of Occoquan	241	338	759	934	287%
Prince William County	144,703	215,686	280,813	402,2002	178%
Virginia	5,346,818	6,187,538	7,078,515	8,001,024	51%

Our 2010 Numbers

The 2010 census is the last year detailed information pertaining to Occoquan’s population attributes and specific characteristics is available. Accordingly, reviewing the 2010 data, and when appropriate, comparing it with data from prior census years, will provide Occoquan’s elected and appointed leadership with important insight regarding the pace and character of Occoquan’s changing population. This insight, in turn, will influence Occoquan’s future land use pattern. To this end, the following table features topically oriented data drawn from the census for 1990, 2000, and 2010.

Table No. 2: Occoquan Population Characteristics 1990-2010 and 2014 Estimate

	1990	2000	2010	2014 (Estimate)
Town Population	338	759	934	1,016
Age Cohort Percentage Under 19:	10.9%	13.1%	12.3%	16.0%
Age Cohort Percentage 19-62:	76.7%	72.5%	72.9%	67.7%
Age Cohort Percentage Over 62:	12.4%	14.4%	14.8%	15.3%
Race-Percentage White	87.3%	85.5%	80.9%	78.6%
Race-Percentage Black	9.8%	8.2%	11.6%	11.4%
Race-Percentage Asian	2.4%	1.6%	3.3%	3.4%
Race-Percentage Hispanic/Latino	0.6%	6.5%	4.0%	4.3%
Percent Family Households	71.0%	44.7%	42.9%	48.0%
Percent Married Family Couple	23.4%	35.6%	33.7%	41.0%
Non-Family Households	29.0%	55.3%	57.1%	52.0%
Average Household Size	1.98	1.82	1.78	1.83
Total Household Units	230	443	569	574
Vacancy Rate	24.8%	5.6%	7.7%	7.3%

Table 1 above clearly delineates Occoquan’s emergence as a community of choice. The town has witnessed a 200 percent increase in population from 1990 to 2014 according to statistics assembled by the US Bureau of the Census and the American Community Survey. Of particular interest from Table 2 is the growth in the percentage of the town’s population under the age of 19. As can be discerned, the increase in the number of persons in the under 19 population age cohort from 1990 to 2014 grew by 45 percent. This increase could be indicative of Occoquan’s growing attractiveness for families with children. If this trend continues over the next decade or so, subtle changes may be experienced in Occoquan relative to the mix of business and economic activities that will be needed to respond to younger persons.

Table 2 also details the extent to which Occoquan’s population by race has diversified from 1990 to 2014. In 1990, the percentage of Occoquan’s population characterized as white was 87.3 percent. By 2014, the percentage characterized as white was estimated to be 78.6 percent. The percentage decline in the town’s white population was offset by an increase in the percent of the town’s population characterized as Black, Asian and Hispanic/Latin. The aggregate increase in the percent of Occoquan’s population non-white went from 12.8 percent in 1990 to 19.1 percent in 2014. This percentage shift, assuming it continues, could produce a change in

the mix of economic activities much as the increase in the percentage of persons found in the under 19 age cohort.

Occoquan's dramatic increase in the total number of household units is also reflected in Table 2. In 1990, the US Bureau of the Census stated Occoquan was home to 230 total household units. By 2014, the number of household units was estimated to be 574. The raw increase is commensurate with the town's substantial gain in population. Table 2 also reveals the percentage increase in the number of married family couples as well as the nearly one hundred percent increase in the percentage of non-family households in Occoquan. Once again this statistic is witnessed across the town in the form of new multiple family housing units that have been built in Occoquan over the past decade or so years. If the demand for new households in Occoquan continues over the next decade, the town will experience real challenges as to where the new housing should be located. This, in turn, will place stress on the platting of subdivisions as well as the carrying capacity of the town's residential zoning districts. In fact, the zoning challenges generated by an increase in demand for housing is already present in Occoquan's downtown business district.

Our Numbers Since 2014

Although the census of population, by statute, is administered on a decennial basis, recent innovations in technology and data gathering techniques have resulted in the creation of data sets that calculate population changes and population estimates on an annual basis for the nation, the 50 states and most local governments across the land. The American Community Survey is a recognized service leader in this arena and their efforts have won the endorsement of the US Bureau of the Census who is their parent sponsor. As such, it is possible to secure Occoquan's estimated population as of July 1, 2015 which is 1,036. This figure will not be characterized as a valid estimate until Occoquan's estimated population for July 1, 2016 is released later this year.

What the Population Numbers Mean for the Future

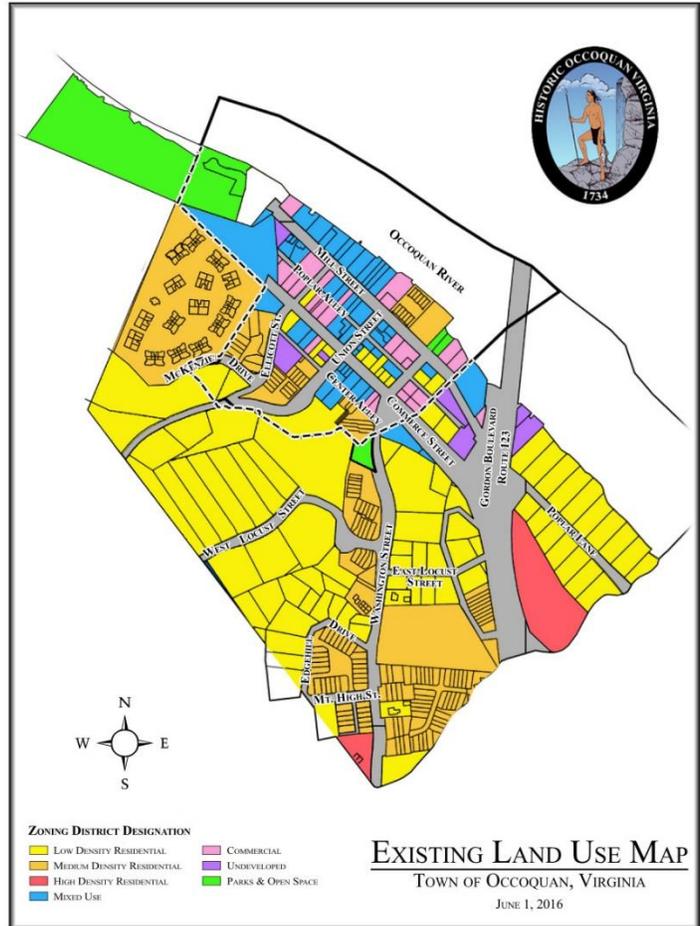
The town of Occoquan has undergone a rapid transformation over the past quarter century due to a sharp increase in population. Although it is impossible to forecast what the future will hold for Occoquan, it is a reasonable assumption the town will continue to be an attractive "community of choice" where people will want to live, work and enjoy life. Occoquan's proximity to I-95 and the nation's capital practically guarantees this will happen. As such, Occoquan should view this comp plan update as the initial foray in deciding how the town will accommodate an additional 150 to 200 people while respecting the locality's existing boundaries. Issues to consider will include housing, transportation and circulation, utility and infrastructure impacts and demands for public services. Adjustments will also be needed with respect to Occoquan's zoning ordinance and development regulations. Enhanced dialogue with Prince William County focused on land use planning issues that may impact the Town of Occoquan will become an essential requirement.

In summary, with continued population growth on the horizon, Occoquan’s future can be bright and dynamic if prudent and responsible planning strategies are crafted and implemented.

Our Existing Footprint and Land Use

Currently, the “heart” of Occoquan is its central business district located along the entire length of Mill Street and on Commerce Street from Washington Street to Ellicott Street. No commercial activities are located outside this general area. The types of businesses found in Occoquan are generally of the specialty retail variety, interspersed with restaurants and service businesses.

The business district and the immediately adjacent residential area are laid out in a grid pattern which was established in a plat recorded in 1804. The Historic District is rather compact and orderly, preserving the quaint character and atmosphere not found in sprawling shopping centers and strip commercial developments of modern times. This old-fashioned ambience and town scale is what makes Occoquan a popular attraction for tourists and shoppers upon which the Town’s economy depends.



Map No. 3 Existing Land Use Map, 2016



Figure 4 Gaslights and Sidewalks Installed as part of the Mill Street Enhancement Project

In the early 1990s, the town completed the Mill Street Enhancement Project, which included the installation of gas street lights, brick sidewalks, and new curb and gutter intended to improve the aesthetic appeal of the Town’s business district. As part of the Town’s annual budget process, an infrastructure maintenance plan has been developed in order to identify and schedule future improvements within the Town, as well as on other main thoroughfares outside of the Historic District, including brick sidewalks, intersection improvements, and maintenance of town streets. Improvements to these thoroughfares would serve to announce to visitors that one is entering a “small town” and would help to distinguish Occoquan from surrounding areas of Prince William County.

There are several waterfront properties located within the Historic District that have potential for redevelopment and revitalization. Three issues are associated with the redevelopment of these properties, (1) connection to the Occoquan Riverwalk, (2) providing the necessary flexibility and incentives to make development economically viable, and (3) the actual zoning designation of the land.

In particular, the Town must specify how any future uses will link to the Riverwalk. This is critical to ensure an adequate number of public access points and that building design takes into account and encourages the use of the Riverwalk. Use type is critical in that uses should lend themselves to Riverwalk activities. If the Town is silent on what kind of uses it would like to see, then it may lose an opportunity to influence the decision-making process. Finally, the Town needs to address whether current zoning restrictions placed on waterfront properties, such as the 35 foot height requirement, need to be more flexible in order to encourage redevelopment of the type desired.



*Figure 5 Section of Riverwalk behind Gaslight Landing
Opened in 2015*

Outside of the Historic District, land use consists of a mixture of residential structures on radial roads and other small streets. Several of the houses are comparable in age to those in the Historic District, while many others are of more recent vintage. Most single-family homes outside of the central area are located on relatively large lots, while homes within the Historic District are on small lots of 5,000 square feet or less.

While many residences within the Town are single-family detached dwellings, the current trend is towards higher density residential development. Projects begun since 1990 include the townhouse addition to Occoquan Mills, single family homes at Hollows II and townhouse units at Dawson's Green, Occoquan Reach and Berrywood. Since 2010, town homes have been completed at Vistas at Occoquan, Myrtle Banks, Occoquan Heights and Gaslight Landing. Currently proposed residential developments include additional townhouse units at Rivertown and Kiely Court in the Historic District. Continued development has caused debate over whether the Town should encourage or discourage dense forms of development such as townhouses, both in and out of the Historic District.

Public and semi-public uses within the Town consist of the Town Hall, the Mill House Museum, River Mill Park, Furnace Branch Park, Mamie Davis Park, a church, a cemetery, VFW post, the post office, and the Prince William County Visitors Center. All of the above (except the cemetery) are located within or directly adjacent to the Historic District. These facilities are important elements comprising the flavor of Occoquan and are all worthy of preservation.

Many of the debates over development in the Town have as much to do with open space preservation as they do with design and compatibility with existing development patterns. Even with the recent development of the Occoquan Heights community, there still remains several lots outside of the historic district that are over one acre and have the potential for future redevelopment from low density to higher density uses. The Occoquan River also provides open space and comprises nearly 25 acres within the Town.



Figure 6 Former site of Water Treatment Facility, River Mill Park under construction, 2016

Design and development issues will continue to be of major concern for the Town whether dealing with a new residential subdivision or small infill projects. Most recently, the Town partnered with Prince William County and Fairfax Water to redevelop the old Fairfax Water Treatment Facility into a public park, set to open in the summer of 2016, and has allowed the town to anchor the northwestern end of its retail district with public open space. Near the new park, a large parcel is for

sale that has the potential for redevelopment and further enhancing the Town's business district, should it be developed with a balance of business and residential uses. New projects must be planned in harmony with the surrounding areas and projects, while at the same time maintaining the eclectic mix of residential and business activities already found within the Town's historic business district.

CHAPTER THREE

Occoquan 2026: Imagining Tomorrow Today

Our Vision

Occoquan prides itself on honoring the past while embracing the future. The small town charm attracts visitors from all over the world; the beauty of the natural environment attracts outdoors and nature enthusiasts, and the successful mixed-use zoning attracts a wide variety of businesses and restaurants. Residents and business owners live and work together in a supportive relationship that enhances the town's reputation and quality of life. Occoquan's vision includes a premier set of standards that will secure and promote the town throughout the twenty-first century and beyond. Championing the maintenance and improvement of the Historic District will provide an economic boon for the town and will be accomplished with its designation as a Main Street America community and the continued outstanding stewardship exhibited by the town's leadership. In addition to the Main Street America program, the completion of the Riverwalk along the Town's waterfront will guarantee the community's continued popularity within the region. Occoquan, Virginia has been and will continue to be a premier destination for those who enjoy the beauty and benefits of historic waterfront communities.

Our Goals – Comprehensive Plan Themes

1. Community Character & Community Life

To guide Occoquan's continued physical development so as to maintain a mix of land uses – residential, commercial, and public – reflecting the town's historic identity and image while enhancing the social and economic well-being of its residents, merchants and visitors alike.

2. Circulation and Mobility

To create and maintain a safe and efficient Town-wide mobility and transportation network that is interconnected, multi-modal and reflects a pedestrian-friendly land use pattern.

3. Economic Vitality & Diversity

To promote proactive and sustainable economic development and redevelopment actions in the Occoquan Business and Historic District that respects the district's unique character, balances residential density, and protects its ecological setting, while encouraging a diversity of economic activities in selected target areas of Occoquan.

4. Environmental Stewardship

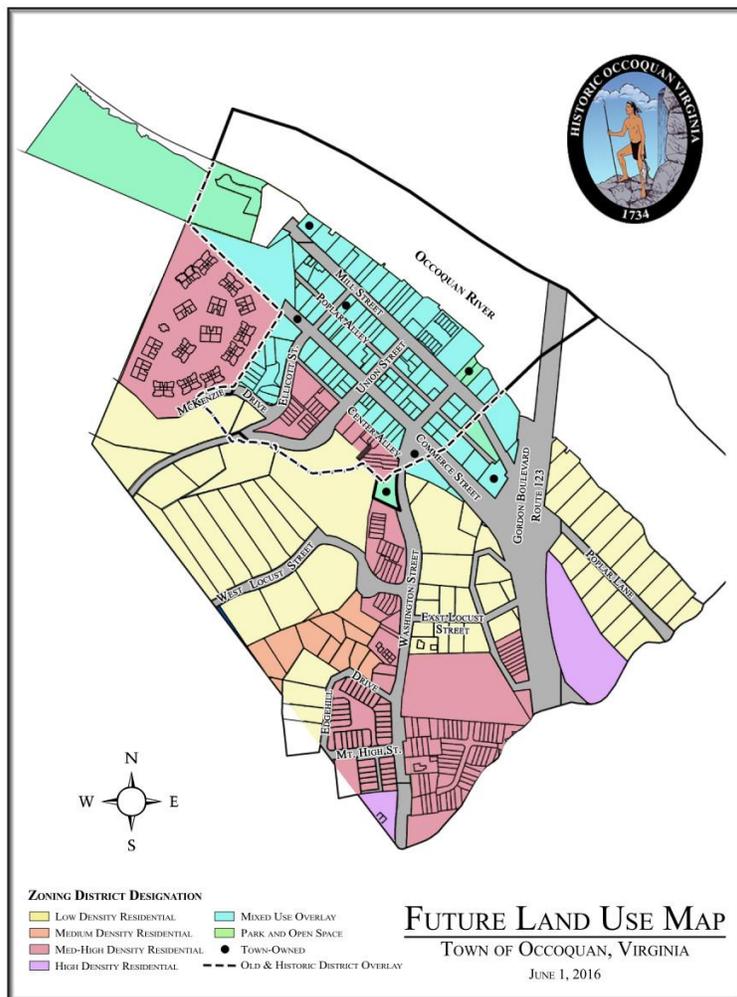
To provide for the harmonious use of land that meets the needs of Occoquan, while enhancing the area's environmental quality.

5. Regional Coordination

To continue to build upon and enhance partnerships with Prince William and Fairfax Counties to generate a shared border area, land use planning and zoning that reflects and advances Occoquan’s vision and desired future.

Our Plan for 2026

The year 2026 will have brought many positive changes to Occoquan. The completion of the Town’s river walk, the successful implementation and continuation of the Main Street America program, and the appropriate development of private properties will produce a quaint, yet modern environment for visitors and residents alike. The improvement of our zoning ordinances will produce a variety of restaurants and businesses that will attract visitors from around the region. The continuation of our mixed-use business model will allow for residents and business owners to live and work in a neighborhood partnership. The Historic District, and its buildings and infrastructure will be superbly cared for and regularly beautified according to the Architectural Review Board’s regularly updated guidance documents. Occoquan 2026 is a beautiful, successful and vibrant town.



Map No. 4 Future Land Use Map, 2016

CHAPTER FOUR

COMMUNITY CHARACTER & COMMUNITY LIFE

Goal

To guide Occoquan's continued physical development so as to maintain a mix of land uses – residential, commercial, and public – reflecting the town's historic identity and image while enhancing the social and economic well-being of its residents, merchants and visitors alike.

Overview

The Town's leadership will strive to preserve the charm and character of Occoquan by focusing particularly on four aspects of the community:

- Housing development will be closely monitored so as to maintain the current balance of Affordable, Mid-Level, and Luxury Level residential choices.
- Neighborhoods will be preserved where feasible, and re-vitalized where necessary and appropriate to retain the Town's vibrant character.
- New services and facilities for use by residents and visitors alike will be encouraged and supported by the Town.
- Finally, the Town is especially committed to preserving parks and open spaces for community enjoyment and commercial uses in keeping with the character of Occoquan.

Housing and Housing Affordability

The Town currently has multi-family, single family and mixed-use housing located throughout its boundaries. This diversity should continue with a view to limit future development in the Historic District to the construction of mixed-use development consisting of both residential and commercial enterprises in the Historic District. As for the areas outside of the Historic District, the Town should seek to limit the expanded use of current residential areas so as to ease strains on the community's transportation network.



Figure 7 Homes and Businesses on Mill Street, 2016

The Town looked at the question of housing affordability, and within the context of Prince William County, the Town has satisfied the Code of Virginia by having multi-family, single-family and mixed-use residential opportunities within the community.

Neighborhood Preservation and Revitalization

To seek to encourage the redevelopment of commercial areas in a manner which will ensure the continued recognition of the Town's unique character combining residential and commercial development in an esthetic and harmonious way, while ensuring that the owners of these properties can redevelop them in a manner which is economically feasible.

Over the last several years, the Town has renovated and expanded the Town Dock, which promotes businesses in the Town to visitors arriving by water. Access to the Occoquan River cruise boats is now easier and safer. The purchase of a 17 acre parcel of woodland on the western end of Tanyard Hill has helped preserve the beauty and natural state of one of the Town's historic gateways.

Community Services and Facilities

It is a priority to develop the infrastructure along the riverfront as a means of encouraging both residents and non-residents alike to make the Town a unique destination to enjoy.

In collaboration with the Gaslight Landing Condominium Association, the planned Occoquan Riverwalk is now extended upstream as far as the Occoquan Inn. In 2015, Vulcan Stone Quarries Inc., generously provided truckloads of blue stone rip-rap to stabilize the river bank at Mamie Davis Park where the Town Dock meets the park. Further downstream, the Town has led the way for construction of a public ADA kayak and canoe launch to serve both residents and visitors alike.



Figure 8 View of Riverwalk and Town Dock, 2015

Parks, Open Space, Public Space

It has been a priority to promote the expansion of the Town's current Parks and Open Spaces to enable a broader utilization of these areas as a means of improving the overall quality of life for residents. These improvements will also encourage people outside of the Town to make Occoquan a prime location for leisure activity.

In 2015, the Town entered into a lease with Fairfax Water to develop the former water treatment facility site into a one acre community park name River Mill Park. The demolition of the tanks and stabilization of the site was undertaken by



Figure 9 View of Occoquan River toward upper and lower dams from the Footbridge, 2016

Fairfax Water, while the development of the park site was managed by the Town and funded through Prince William County capital outlay. The Park itself provides a stunning view of both the lower and upper dams which have not been seen in over 50 years. River Mill Park will be viewed as the center of the Town's community activities.

The new park will be the site of many community events such as concerts, community gatherings, and weddings. It will also provide a beautiful natural setting for passive recreational use. Events in the park will not only provide activities for residents and non-residents, but also serve as a vehicle to encourage increased foot traffic for Town businesses.

As mentioned previously, the Town's purchase of the 17 acre parcel at the top of Tanyard Hill Road should also provide the Town the opportunity of coordinating with both Prince William County and private groups for the construction of a trail connection extending from the Tanyard Hill parcel through Lake Ridge, and on to the County Government Center.

CHAPTER FIVE

CIRCULATION AND MOBILITY

Goal

To create and maintain a safe and efficient Town-wide mobility and transportation network that is interconnected, multi-modal and reflects a pedestrian-friendly land use pattern.

Overview

Historically, the Town of Occoquan has survived the loss of major transportation facilities. In fact, much of the historic preservation of the Town may be due to its removal from the path of strip commercial development which has taken place along the arterial highways nearby. The result has been that the Town’s street system has remained in keeping with the small town it serves.

As part of the original Town charter in 1804, a plat was created which established a grid system of streets and lots. The originally platted system of street rights-of-way still exists to some extent, but some of the streets have been vacated.

The remaining grid street system of the Historic District is connected to the surrounding areas and highways by several radial roads. These radials are the “life-lines” of the Town, providing access to and from the rest of the region. The most important radial roads are Union Street/Tanyard Hill Road, Washington Street/Occoquan Road and Commerce Street with its connection to Route 123.

Table No. 3: Vehicles Per Day

VDOT Annual Average Daily Traffic Volume Estimates By Section of Route - Prince William Maintenance Area

Vehicles Per Day (VPD) History - Occoquan Roads					
Road	1986	1996	2001	2014	% Change
Tanyard Hill Road (Town Line - Ellicott)	N/A	N/A	4,000	4,200	5%
Union Street (Ellicott - Commerce)	N/A	N/A	4,000	3,700	(8%)
Union Street (Mill - Commerce)	N/A	N/A	1,200	2,500	108%
Washington Street (Commerce - Mill)	7,800	2,000	2,500	2,800	12%
Washington (Town Line - Commerce)	N/A	N/A	1,800	2,000	11%
Commerce Street (123 - Washington)	7,000	6,500	4,900	5,500	12%
Commerce Street (Union - Ellicott)	N/A	N/A	840	740	(12%)
Commerce Street (Washington - Union)	N/A	N/A	3,500	3,200	(9%)
Mill Street (Ellicott - Dead End)	N/A	N/A	1,400	390	(72%)
Mill Street (Washington - Ellicott)	N/A	N/A	980	2,800	186%
Poplar Lane (Town Line - Washington)	N/A	N/A	550	560	2%
Ellicott Street	N/A	N/A	440	600	36%

The westerly portion of Union Street and Tanyard Hill Road outside of the Town limits is a narrow, winding road with no shoulders and restricted sight distances. According to statistics kept by the Virginia Department of Transportation (VDOT), this road carries about 4,200 vehicles per day (VPD). It is assumed that much of this traffic is composed of commuters from the Woodbridge area using the road as a short cut to/from Route 123.

According to the VDOT Annual Average Daily Traffic Volume Estimates for 2014, the traffic volume on Washington Street in 2001 was about 2,800 VPD, a slight increase from the 2,500 VPD count in the 2001 statistics. This is a significant drop from the 7,800 VPD reported in 1986 study. The reduction in traffic may be attributed to improvements to Old Bridge Road and Route 123 and making the detour through Town unnecessary. Likewise, the traffic on Commerce Street from Washington to Ellicott Streets has experienced about a 12 percent decrease in VPD, while Washington Street from Commerce to the Town line and Commerce Street from Route 123 to Washington Street has seen a 12 percent increase in VPD. This may be due to new townhouse developments completed since 2001 on Washington Street, including Occoquan Heights and Occoquan Reach.

Mill Street, from Ellicott Street to the dead end, saw a substantial decline in VPD from 1,400 in 2011, to 390 VPD in 2012. During the same time period, Mill Street from Washington to Ellicott Streets saw a 186% increase in VPD. This significant variation can most likely be attributed to the location of the traffic counting sensor between 2011 and 2012. With the development of the new town park at this end of the town, we expect to see a substantial increase in VPD on this section of Mill Street in the coming years.

Washington Street is narrow, with a right-of-way width of approximately 30 feet, has limited sight distances, and limited opportunity for widening activities. In 2015, VDOT worked with the Town to complete a sidewalk project at West Locust Street that included the installation of a crosswalk to aid in pedestrian circulation and safety along Washington Street.

Within the downtown area, the primary streets have adequate rights-of-way. One exception is Ellicott Street, which has a narrow right-of-way and is one-way from Mill to Commerce Street and from McKenzie to Union Street.

The Town of Occoquan has a bustling business district, boasting many unique shops, eateries and businesses. During peak business times, traffic on all streets within the downtown area is heavy with both vehicular and pedestrian activity. A traffic and parking study is recommended in order to identify peak hours, parking solutions and traffic control considerations.

In the past, improvements including the widening of Route 123 and HOV lanes on I-95 have had a significant impact on the Town, including potentially reducing commuter traffic through Town. The Town of Occoquan shares its borders with Woodbridge, a non-incorporated community within Prince William County, which continues to grow in population and experience development.

According to the 2010 Census, Woodbridge population grew to a total of 54,275, up from 31,941 in the 2000 Census. Continued population growth is expected as new residential and commercial development occurs based on its proximity to nearby Washington DC, FT. Belvoir, and Marine Corps Base Quantico. Overall, According to the 2010 Census, the population of Prince William County was 402,002, resulting in a 43.2% increase from the 2000 Census. The current estimated population of Prince William County is 431,863 (as of December 31, 2015), which represents growth of 7.43% since April 1, 2010. Prince William County is projected to grow to 519,928 persons by 2030 according to the Metropolitan Washington Council of Governments. In comparison, an estimated 995 people called the Town of Occoquan home in 2013, up 31% from 759 in 2000. According to the United States Census' in 2015, the population was estimated to have increased to 1,025.

Over the years, the Town has gone through some major changes particularly since the last Occoquan Comprehensive Plan was completed on September 3, 2013. The Town's industrial center has continued to evolve and now incorporates additional restaurants, as well as businesses with expanded hours of operation. New residential developments like Gaslight Landing, Occoquan Heights, and Vistas at Occoquan have been completed. Furthermore, the Town is weeks away from completing a new one-acre waterfront park, named River Mill Park, located at the west end of Mill Street at the site of the former River Station Water Treatment Plant operated by Fairfax Water since 1967. The new park will include an event pavilion, a looped stone dust trail, a restroom and storage facility, and upgrades to the footbridge that crosses the Occoquan River. Undoubtedly, such changes will increase Town residents' and visitors' use of roads, parking and sidewalks.

The following are top circulation and mobility themes reported on the most recent assessment of the current Town's Comprehensive Plan. The final survey was reported on February 15, 2016.

1. **Traffic:** Cut-through traffic continues to be a problem. A transportation/traffic management strategy that addresses cut-through traffic is needed. Alternative modes of transportation should be considered.
2. **Parking:** Parking remains a challenge downtown and in residential areas. Occoquan needs to develop a parking management study and strategy focused on downtown and adjacent surrounding areas.
3. **Sidewalks:** A pedestrian mobility management strategy is needed. Pedestrian safety should always be considered for both residents and visitors.
4. **Gateways:** A woodland buffer between Occoquan and surrounding areas should be preserved.

Based on the aforementioned, the Town government should continue working to plan and implement solutions that will enhance residents and visitors' circulation and mobility while protecting our historical and environmental attractiveness. This work is highly important as

reported census statistics continue to show expected population escalation in the area. The following are recommended goals and policies to meet such ends.

Traffic

Even as road improvements have occurred, cut-through traffic continues to be a concern for residents. Rise in population due to new development within the Town and elsewhere in Prince William County has added to the problem. It is expected that increasing business activity and opening of new parks will intensify traffic problems and demand on parking.

The problem of increasing commuter traffic cannot be solved by the Town alone, because the source of much of the problem is outside the Town and roadway improvements are the responsibility of the Virginia Department of Transportation and Prince William County. Increased efforts between the Town, Prince William County, and VDOT are needed to develop solutions and to plan for required improvements.

One source of traffic congestion that could be moderated is that generated by the lack of mail delivery and the dependency on a PO box system for mail distribution for all 1,000 town residents, as well as businesses. A post office box system was set in place many years ago since the community's size at the time did not meet the USPS minimum requirement for mail delivery services for its residents and businesses. Currently, this system is still in place and the town's post office is located in the heart of the historic district at the corner of Mill and Washington Streets. As a result, residents and businesses are required to visit the post office regularly, creating pedestrian and vehicular congestion in this location. Consideration needs to be given to installing mail box clusters strategically located in the larger residential neighborhoods throughout the Town so that USPS can begin to deliver residents' mail. This would not only improve traffic flow, but also would cut down on emissions pollution, particularly when drivers leave engines idling while they retrieve and sort through their mail.

Recommended Action Items Related to Traffic:

- i. A Town traffic study should be conducted that considers current needs, as well as future growth.
- ii. Based on the study, the Town should work on an enhanced street and traffic flow management and execution plan to accommodate local and commuter traffic particularly during peak hours and holidays. The management plan should not jeopardize current Town historical, environmental, business flow, and should address residential concerns.
- iii. As part of the plan, Town Council will investigate and make recommendations on the need to widen portions of Commerce Street. Any widening project will include new curbs and brick sidewalks consistent with other Business District improvements.
- iv. It is suggested that all Town sidewalks be 6 to 10 feet in width on each side. Within the historic district, such sidewalks shall be brick.
- v. As a part of the site plan or subdivision approval process, developers should be required to improve adjoining streets to standards of VDOT and this Plan.

- vi. All residential streets serving lots less than one acre in size should be constructed with curbs and gutters and with sidewalks on at least one side.
- vii. No street right-of-ways in Occoquan should be vacated until the surrounding properties have been fully developed or an alternate plan for handling automobile circulation in the vicinity has been endorsed by affected property owners and by Town Council.

Parking

Maximizing the availability of parking spaces while maintaining the historic nature of the Town has been an ongoing issue. Parking problems typically occur during peak business hours, weekends, and holidays.

The majority of parking for visitors in Town is on-street parking or parking in one of the town's four municipal lots including under the 123 bridge. Previously, the Town partnered with private property owners in an effort to increase public parking opportunities, including the development of the Mom's Apple Pie property, which includes several public parking spaces, both off-street and on-street. Currently, the Town is seeking a grant to conduct a parking and traffic study in 2016, with an expectation to incorporate appropriate improvements and recommendations within the budget and capital improvement plan process to begin addressing this ongoing issue. The Town Council will continue to look for ways to increase parking.

Parking problems are acute in the business district due in part to the fact that when the Town was originally laid out and built, there were no automobiles. The Town originally adopted a Zoning Ordinance which did not require any off-street parking in the Business District. The ordinance was subsequently amended so that off-street parking is now required for all new development, redevelopment, or expansion.

Although on-street parking accommodates many vehicles, increased residential, park development and business activity require additional action to alleviate parking problems..

Recommended Action Items for Parking:

- i. A new Town parking study should be conducted based on current and future expected growth.
- ii. Based on the study, the Town should work on an improved parking management and execution plan. Courses of action should be developed to improve commercial district and nearby residential area parking rules.
- iii. Continue to look for suitable close in sites and develop Town-owned parking lots.
- iv. Continue to require developers to provide appropriate off street parking.
- v. Encourage use of business-owned vacant land for commercial parking.

Sidewalks

Although automobile access to the Town is certainly important, one of the charms of Occoquan is that it is accessible by foot and by water. There are several efforts underway to increase

pedestrian access within the Town. The most significant effort is the Occoquan Riverwalk, which will significantly increase access to the Town’s waterfront. In 2015, the most recent expansion of the Occoquan Riverwalk opened behind the Gaslight Landing Community. Ultimately, the Riverwalk will span the length of the Town of Occoquan, creating a path from the planned Canoe and Kayak Launch under the Route 123 bridge to the new River Mill Park at the western end of town.

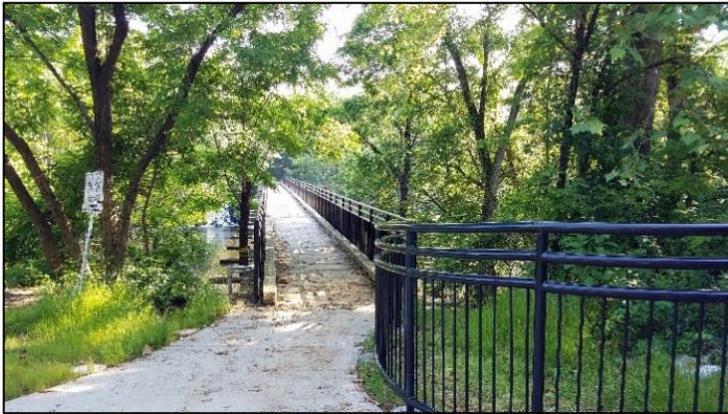
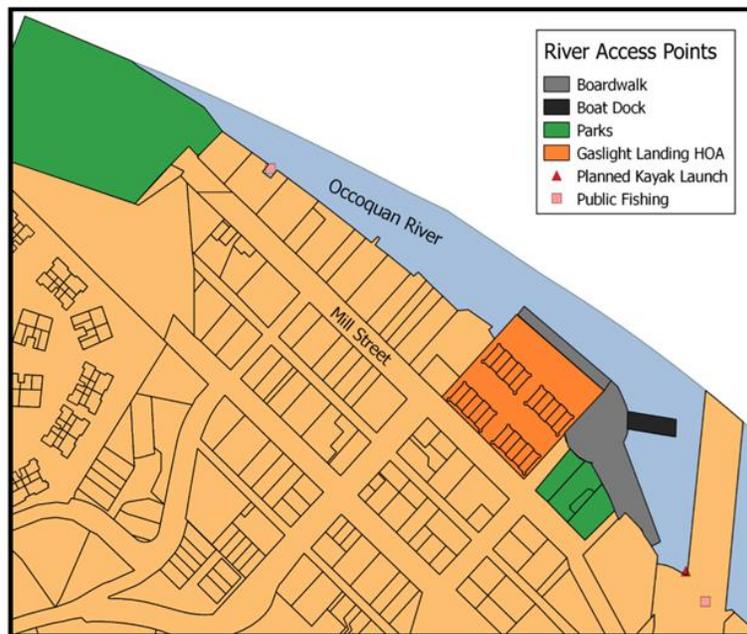


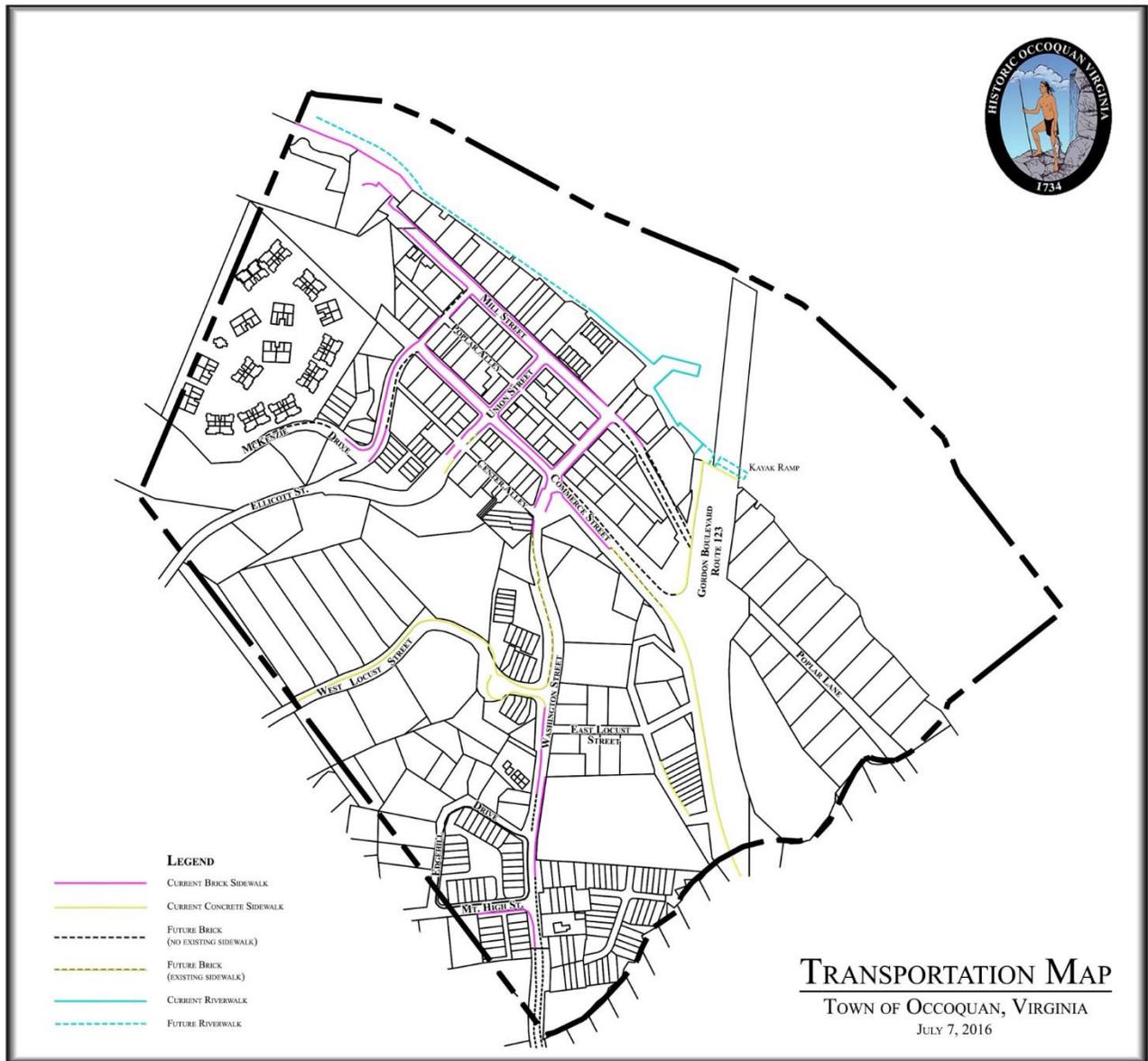
Figure 10 Nathaniel Ellicott Footbridge, 2016

Another pedestrian access is the Occoquan foot bridge, which is owned and maintained by VDOT. Maintenance of the Occoquan foot bridge should be an important element of the Town’s pedestrian circulation plan in that the bridge serves as part of a regional bike trail and provides pedestrian access to the Town during the Spring and Fall craft shows. Without the foot bridge, pedestrians

wishing to park on the Fairfax County side of the Occoquan River would be forced to walk over the heavily travelled Route 123 bridge. As part of the new River Mill Park construction, the Occoquan foot bridge has been upgraded to include replacing the chain link fence with black railing and the addition of lighting. The Town should continue to work with VDOT to perform scheduled maintenance of the footbridge.



Map No. 5 River Access Points in Occoquan



Map No. 6 Transportation Map

The plan for pedestrian circulation is illustrated above on map number 6. The most significant element of the plan is for the construction of the Occoquan Riverwalk at the “rear” of lots between the Route 123 parking lot on Mill Street and River Mill Park. This walkway will make maximum use of the Town’s scenic assets, open greater commercial possibilities and allow the establishment of a buffer in accordance with the intent of the Chesapeake Bay Preservation Act. Expansion of the Riverwalk west of the Gaslight Landing community should be an ongoing and cooperative effort between the Town and riverfront property owners and developers.

In the 1990s, through a grant program, the Town planned and implemented the Mill Street Enhancement Project, which improved pedestrian facilities in the Business District by

replacing aging concrete with brick and adding gas lights. Continued expansion and maintenance of brick sidewalks are recommended on all main and connecting streets of the Historic District.

Table No. 4: Brick Sidewalk Maintenance and Installation Schedule - From Adopted FY 2017 Budget, Brick Sidewalks Improvements Program

FY	Street	From	To	Application
2017	Town Hall	N/A	N/A	Maintenance/ Replacement
2018	Ellicott Street	Mill Street	McKenzie	Maintenance and Install
2019	Commerce Street	123	Ellicott Street	Maintenance and Install
2019	Mill Street	Town Parking Lot	Union Street	Maintenance and Install
2020	Mill Street	Union Street	Ellicott	Maintenance/ Replacement
2020	Washington Street	Mill Street	Mount High Street	Maintenance and Install
2021	Mill Street	Ellicott	West End	Maintenance/ Replacement

Other pedestrian related improvements include extension of sidewalks and construction of pedestrian trails to serve new residential developments, as well as improvements to intersections to install ADA crosswalks within the downtown area.

Table No. 5: Intersection Improvement Schedule - From Adopted FY 2017 Budget, Intersections Improvements Program

FY	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

Recommended Action Items for Sidewalks:

- i. It is recommended that the Town conduct a community planning project to identify streetscaping and sidewalk opportunities. Such planning shall include intersection improvements to install crosswalks and increase pedestrian safety and circulation.
- ii. The Town shall continue to improve and expand sidewalks to preserve downtown historical character. Pedestrian access serves as the life-line of commerce and daily living activities for residents and visitors alike.
- iii. Improve pedestrian circulation facilities so as to decrease automobile reliance.
- iv. Planning for the Riverwalk shall be finalized and a revenue stream identified to complete the project in coordination with property owners.
- v. Designated transportation pick-up and drop-off locations for public school and private transport should be considered as part of the overall Town strategy.

Gateways

Major gateways to the Town include Commerce Street, Washington Street, Mill Street, Poplar Lane and Tanyard Hill Road to Union Street. These “gateways” are an important element of Town design and serve to announce to visitors that they are entering a unique and special place. As stated previously, it is the Town’s policy that the Tanyard Hill Road gateway be preserved in a rural state that provides a glimpse of how an early traveler might have viewed the Town. It also serves as a cherished Town woodland buffer.

Recommended Action Items for Gateways:

- i. The Town should conduct a community study to improve, expand and improve the use of brick sidewalks to the Town center. The study should also incorporate streetscaping, beautification, and woodland protection.
- ii. The Town should continue to safeguard and improve Town gateways as they are of great importance to community business growth. Important consideration should be placed on the protection and preservation of gateways as they serve to affirm the Town’s historical and environmental characteristics.
- iii. It is highly recommended that the Town improve communication and planning with Fairfax County and Prince William County in an effort to protect Occoquan gateways from development decisions that counteract the Town’s goals. Distinct consideration should be given to the expansion of our Town boundaries to better safeguard Town Gateways in a way that meets the needs of residents and overall planning.
- iv. The Town will pursue designation of Tanyard Hill Road as a State scenic byway as one way of preserving its character.
- v. The Town should plan in its CIP for how to implement and finance improvements to the Town’s gateways.

Emergency Evacuation Planning

The Town of Occoquan should continue to partner with regional agencies to plan and prepare for emergency situations that may impact the town or region. Currently, the Town actively participates in the planning and implementation of the following emergency plans, which are on file at Town Hall.

Table No. 6: Emergency Plans

Plan Name	Lead Agency	Impact/Purpose	Town Role
Regional Hazard Mitigation Plan – Update Underway in 2016	NVRC/Fairfax County	Maintain Eligibility for FEMA Funding – Hazard Mitigation Grant Program, Pre-Disaster Mitigation Grant Program	Participating Locality; Under Prince William County
Upper and Lower Occoquan Dams Emergency Action Plan	Fairfax Water	Emergency response/alert to Dam Failure	Participating Locality; Emergency Response for Evacuation and Notification
Emergency Action Plan – Occoquan Arts and Crafts Show	Town of Occoquan	Emergency Response to emergency incidences at semi-annual Craft Show	Lead Locality; partnership with Prince William County

CHAPTER SIX

ECONOMIC VITALITY AND DIVERSITY

Goal

To promote proactive and sustainable economic development and redevelopment actions in the Occoquan Business and Historic District that respect the district's unique character, balances residential density, and protects its ecological setting, while encouraging a diversity of economic activities in selected target areas of Occoquan.

Overview

A Vibrant Town Center

The economy of Occoquan remains strong as it continues to experience growth, as evidenced by meals and sales tax revenues, in addition to building and zoning activities. The boutiques, shops, eateries and services, as well as many community events located within the downtown area perpetually draw tourists and local citizens alike who are attracted by the unique character and ambiance of the Town.

In July of 2015, the Town of Occoquan resumed administration of the building official service after a three-year period of using the services of Prince William County. As of May 10, 2016, building permits generated approximately \$14,000 in revenue for the Town. In comparison, in FY 2012, building permits generated \$5,412 in revenue. Part of the current activity in building official permitting is related to rehabilitation of existing buildings and the development of the new River Mill Park, set to open in the summer of 2016.



Figure 11 Town Businesses on Mill Street, 2015

Meals tax and business license revenues also indicate a healthy and vibrant business community. By the end of FY 2016, the Town is estimating approximately \$165,000 in collected meals tax revenues. In comparison to FY 2015 meals tax actuals, not including the increase of one cent in the meals tax rate for FY 2016, meals tax revenues experienced a five percent (5%) increase in FY 2016. In addition, self-reported sales figures on both meals tax forms and business licenses are trending upward reflecting a healthy business community.

Another indicator of continued growth in the Town is the increased value of assessments of taxable property by Prince William County. A combination of increased property values and new construction have resulted in a taxable base of \$185,451,000 in 2016, up from \$182,345,500

in 2015, a difference of \$3,105,500 or two percent. In 2001, property values totaled \$75,047,800. This represents a 147% increase.

Since the early 1990s, the Town has seen significant growth in all areas – growing from approximately 350 residents to over 1,000 today, a bustling and robust business community, and an engaged and active citizenry.

Commercial Areas

In the early 1990s, the Town Council reduced the Town’s Real Estate Tax Rate from \$0.25 per \$100 of assessed value to \$.05 per \$100 of assessed value and utilized the revenue generated from the semi-annual craft shows to supplement the Town’s Operating Fund. Later Councils recognized that this fiscal policy did not provide the public with an accurate picture of the revenue stream required to sustain basic operations, and that 24% of the Town’s total revenue depends upon four days of good weather and eager volunteers. Therefore, the Town Council has reduced its dependence on the revenue generated from the craft shows to fund its operating budget and has focused on using those sources to fund capital projects including deferred maintenance, road improvements, building and historical maintenance, sidewalk and pedestrian projects, and other long-term, high-cost projects. This has allowed the Town to avoid incurring long-term debt and manage its infrastructure maintenance and planned enhancements.

A majority of the Town’s revenue for its Operating Fund is generated through taxes, service fees and licenses which fund the town’s day-to-day services, programs and special events. The funds generated from the semi-annual Arts and Crafts Show support the Town’s Ten Year Capital Improvement Plan, which is reviewed and adopted annually during the budget process.

As part of its Operating Fund, the Town of Occoquan provides public safety, public works, trash and recycling services, storm water management, Building Official and permitting, business licensing, community events and parks management, and maintenance services. Residents of the Town of Occoquan also pay Real Estate Taxes to Prince William County since Town residents also receive the benefit of being a County resident and are able to use most services provided by the County. Some shared services include public safety, such as police and fire, schools, emergency management and parks and recreation.



Figure 12 Occoquan Arts and Crafts Show, 2015

Issues facing the Town with regard to economy and finances largely center on (1) maintaining and expanding a mix of retailers that will make the Town a destination for

visitors and (2) whether the Spring and Fall craft shows produce adequate revenue for the Town to implement and maintain various improvement projects.

The sound barrier wall installed along the Route 123 during the construction of the bridge in 2007 eliminated the spectacular vista of the Town that had served to draw potential visitors in for a look. Since then, the Town has invested in upgrading signage and working closely with Discover Prince William and Manassas to promote and advertise the Town of Occoquan. In addition, the Town recently hired an Events and Community Development Director, who will plan and implement a marketing strategy for the Town and work in partnership with tourism and business organizations in promotion of the Town. The Town also hosts the semi-annual Arts and Crafts Show, which draws more than 10,000 people to the Town. With the addition of the new River Mill Park, the Town now has a venue to host community events and further highlight and promote Occoquan as a year-round destination. Finally, the Discover Prince William and Manassas Visitors Center is within the Town of Occoquan, which draws folks traveling on I-95 into our community. In order to continue to promote Occoquan and support its business community, emphasis must continue to be placed on establishing and enhancing community and regional partnerships, and developing a comprehensive marketing plan.

Economic Catalyst Sites

Maintaining and expanding a mix of retailers that will appeal to and draw in outside visitors is also of concern to the Town as well as the Town's business community. In considering what types of businesses to encourage, the Town must maintain the delicate balance between a thriving commercial sector and keeping a small town atmosphere. In addition, the Town must consider developing programs or partnering with organizations to provide assistance and guidance for small businesses in order to provide the current business community with the tools and support necessary to be successful.

Main Street America is one of the most powerful economic revitalization tools in the nation. Acceptance into the program will enable Occoquan to maintain its historic small town charm while building its economic vitality. The focal point of MSA is to produce a complete and sustainable community revitalization. The four pillars of the program are: economic restructuring, design, promotion, and organization.

Historic Preservation and Appearance

Many of the issues and ideas presented in this Comprehensive Plan will require additional fiscal resources. For instance, grants and reimbursable programs for historic preservation, streetscaping, marketing and environmental protection are generally available through Federal, State, and County organizations. However, these grants often require a sizable match from the Town. According to the results of a 2002 Plan Survey, 38% of respondents would pay more in taxes to provide the match for State and Federal grant applications while 27% indicated that they would not be willing and 35% indicated that they didn't know. The results indicate that there are a large number of people who could be persuaded one way or another. On the other hand, several results provide a clearer picture of how residents might feel if increased revenues were put towards specific projects. 61% of respondents indicated that they would be

willing to pay additional taxes towards the completion of an Occoquan Riverwalk. However, only 10% and 20% of respondents would be willing to pay additional taxes for increased Town staff or police protection, respectively.

Studies² within Main Street America prove that the smallest investment in the exterior of a property has measurable impacts on business sales as well as on the ability of a business to attract new customers. The vast majority of businesses participating in Main Street America see a ten percent increase in the number of first-time customers. An even larger number (90%) experienced increased overall sales, with an average increase of 20 percent.

In previous iterations of the Town's Comprehensive Plan, there has been a request to identify funding opportunities to rebuild some of the significant early buildings that helped start the mercantile basis of the original settlement of Occoquan. It is recommended that funding should be sought to expand, promote, protect and enhance current historical landmarks including the Mill House Museum/Merchant's Mill, and Rockledge Mansion, as well as invest in the Occoquan Riverwalk project in an effort to bring the Town back to its river-oriented origins.

Main Street America Program



The National Trust for Historic Preservation offers an amazing opportunity for the revitalization of commercialized Historic Districts in its one of a kind Main Street America Program. The Program currently celebrates over three decades of success thanks to the multitude of towns that have entered the program - towns just like Occoquan where the requirements of the Program are already in place. The town's rich history, plethora of documented historic buildings and sites, successful mixed-use commercial and residential historic district, and strong community involvement make Occoquan the perfect candidate for Main Street America. The benefits of the Program are plentiful: continued revitalization of our mixed-use Historic District, furthering economic vitality, enhancing the town's design, and attracting a new genre of tourists. It is recommended to apply for admission into the Main Street America Program during the next round of applications for the 2017/18 acceptance session.

² Main Street America, Measuring the Economic Impact of Storefront Improvements, May 28, 2015

CHAPTER SEVEN

ENVIRONMENTAL STEWARDSHIP

Goal

To provide for the harmonious use of land that meets the needs of Occoquan, while enhancing the area's environmental quality.

Overview and Vision

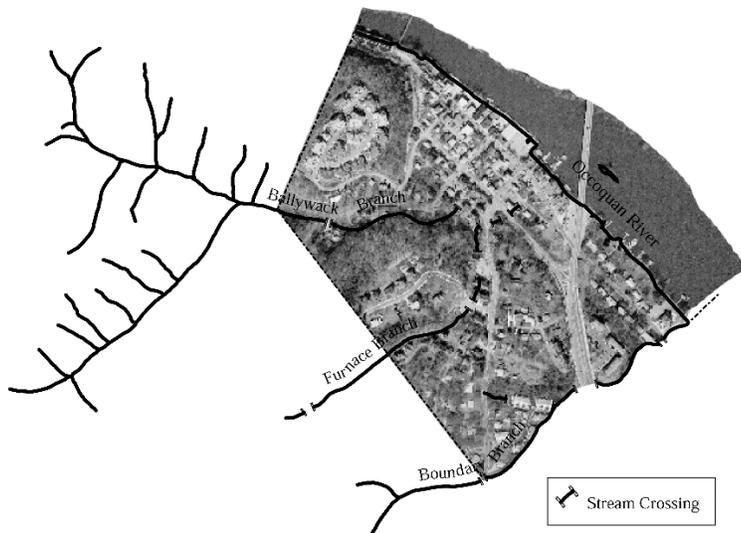
The Virginia Chesapeake Bay Preservation Act requires the Town to establish a long-range vision focused upon protecting and improving the quality of the Town's creeks, streams and the Occoquan River, as well as the natural habitats of the Chesapeake Bay and the Potomac River that are impacted by these tributaries. The Act also requires the Town to establish goals, policies, and action plans based on an inventory and analysis of the Town's natural environment to guide the Town as it continues to grow and develop as a community.

The Town of Occoquan is, therefore, committed to the following principles:

- Avoidance of development on sensitive natural features such as steep slopes.
- Reduction of nonpoint sources of pollution from impervious surfaces adjacent to the River.
- Institution of programs in public education, wildlife habitat preservation, and pollution prevention.
- Enforcement of ordinances such as the Chesapeake Bay Preservation Ordinance.
- Protection of all perennial streams in accordance with the Chesapeake Bay Preservation Area designation.
- Creation and Enforcement of other Management Regulations.

Chesapeake Bay and the River Connection

All of the waterways within the Town of Occoquan, including its creeks, drainage ditches, and storm drains and culverts are part of a larger Chesapeake Bay ecosystem. Land use activities within the Town can greatly impact the health of not only local waterways but also the Chesapeake Bay. Tremendous growth in the Chesapeake Bay watershed has led to the significant decline of Bay water quality and habitat. Today, once-plentiful aquatic species, including sturgeon, striped bass, oyster, blue crab, and many species of waterfowl have reached critically low numbers. In addition, submerged aquatic vegetation (SAV), which serves as food and habitat for many aquatic species, declined sharply during the 1960s and 1970s as a result of increased pollution from development of the surrounding watershed.



Map No. 7 Town of Occoquan Streams

In 1983, Virginia, Pennsylvania, Maryland, the District of Columbia, and the U.S. Environmental Protection Agency signed the Chesapeake Bay Agreement and created the Chesapeake Bay Program to help find ways to restore the Bay. In Virginia, the most widely recognized result of this agreement is the Chesapeake Bay Preservation Act (Code of Virginia, §62.1-44.15:67 et seq.). The Town implemented the Act through its Chesapeake Bay Preservation Ordinance in June, 1991. Additionally, the Virginia Chesapeake Bay

Preservation Act requires the Town to establish a long-range vision for how to protect and restore the Town's creeks and streams as well as the natural habitats of the Chesapeake Bay and the Potomac River. The corresponding regulations (9VAC25-830 et seq.) require the Town to incorporate water quality protection into its local comprehensive plan by establishing goals, policies, and action plans based on an inventory and analysis of the Town's environmental conditions which will serve as a guide as the Town grows and develops. Therefore, it is the intent of the Town to:

- restore impaired streams that are capable of supporting diverse aquatic habitats;
- protect streams which currently support aquatic life from the effects of improper development and other sources of pollution; and,
- provide residents with a wide-range of opportunities to interact with and become stewards of their natural environment.

Before establishing water quality goals, policies, and action plans, it is important to have a detailed understanding of the Town's natural environment along with the existing programs and policies designed to protect water quality. Gathering background information is important to ensure that adequate data is available for making environmentally sound decisions. The following sections have been pulled together to serve as an information base to understand the Town of Occoquan's natural environment which will be used to better inform land use decisions.

Water Quality, Drainage and Stormwater Management

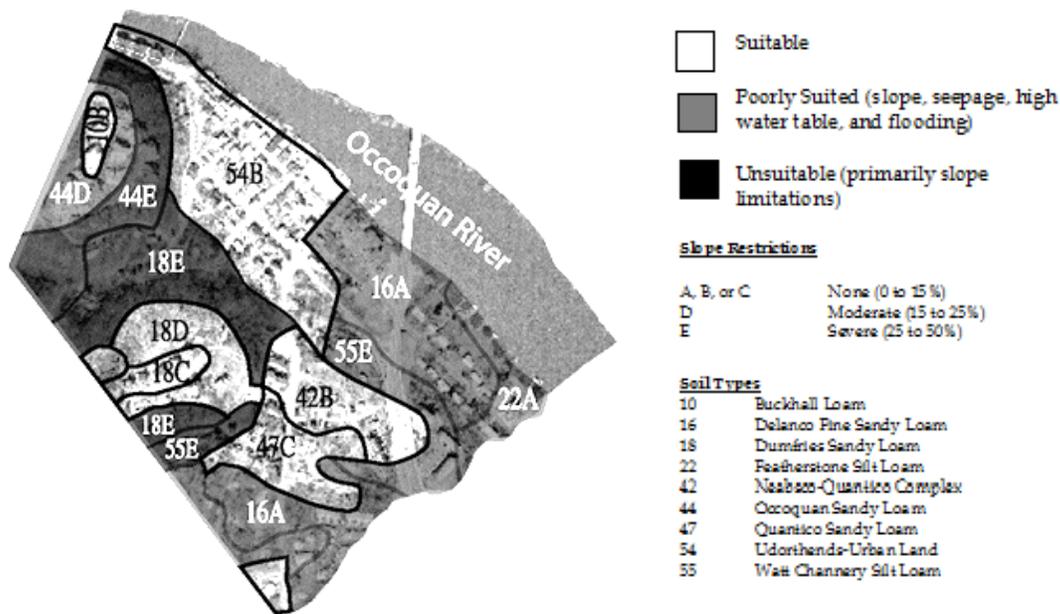
The purpose of incorporating water quality protection into local comprehensive plans is to acknowledge what is already being done to help protect water quality and to provide a framework for further reducing the impact of future land usage on water quality. The Town's efforts to improve local water quality also help improve the larger Chesapeake Bay.

Water pollution resulting from urban areas can generally be reduced through the application of four guiding principles. These include:

- minimizing the impervious surface area necessary to accommodate a desired land use;
- preserving existing vegetation in the landscape during development to the maximum extent practicable;
- challenging and changing the human behavior that results in pollution through public education; and,
- controlling pollution that cannot be reduced through change in human behavior by employing technology or by installing stormwater management pollution reduction facilities (also known as best management practices, or BMPs).

While much of Occoquan has been urbanized for some time, there are still many opportunities for the Town to actively reduce pollution. Through a combination of creating new development that accounts for water quality and natural habitats, retrofitting existing development with water quality controls when possible, and providing the tools for residents and businesses to become better stewards of the environment, the Town can make real contributions to the protection of local water resources and the Chesapeake Bay.

Sensitive Natural Resources and Constraints to Development



Map No. 8 Natural Constraints to Development

Much of the water quality degradation suffered in the Chesapeake Bay watershed is a direct result of development on, or the destruction of, sensitive land resources. Many environmentally sensitive areas, if improperly managed during development, can have significant negative impacts on water quality within and outside the Town. Additionally, many natural habitats such as mature vegetative cover, wetlands, and forested areas provide a natural filter for pollutants generated through natural and anthropogenic sources and need to be protected and preserved. In the Town of Occoquan, sensitive natural resources include soils with high potential for erosion, areas of steep slopes, floodplains, and forested habitat corridors. The Town strives to foster a community that will continue to grow, develop and

remain economically viable, however environmental constraints to development must be considered to prevent degradation of local waterways and the Chesapeake Bay.

Most of the Town’s floodplain has been developed for many years – as it serves as the interface between the Town and the Occoquan River. Development within the floodplain has not been without its consequences. Significant rainfall has resulted in flooding and property damage along the Town’s waterfront areas. The official floodplain, which is defined as the 100-year flood level, is designated on the federal Flood Insurance Rate Maps (FIRM). Development within the floodplain is controlled by the Town’s Floodplain Management Ordinance.

The erosion potential of a soil, which is a factor of soil structure and slope, is the primary soil limitation in the Town. Approximately 41% of the Town has only slight erosion potential while another 10% of the Town has moderate erosion potential. Approximately 49% of the Town has severe erosion potential. Steep slopes, or slopes on which development is inappropriate, are considered to be those greater than 20%. Fully 27% of the Town’s land area has slopes between 25-50% which are considered severe. Another 15% of the Town has moderate slopes between 15-25% and may require special engineering precautions. Approximately 58% of the Town has no slope restrictions (slopes ranging from 0 to 15%) and it is these areas where development is most appropriately concentrated.

Table No. 7: Soil Characteristics

Soil	Slope	Flooding Frequency	Runoff Class	Depth to Water Table (inches)	Natural Drainage Class	Depth to restrictive feature
Buckhall Loam (10B)	2-7%	None	Medium	80+	Well drained	80+
Delanco Fine Sandy Loam (16A)	0-4%	None	Medium	12-30	Moderately well drained	80+
Dumfries Sandy Loam (18C)	7-15%	None	Low	80+	Well drained	80+
Dumfries Sandy Loam (18 D)	15-25%	None	Medium	80+	Well drained	80+
Dumfries Sandy (18 E)	25-50%	None	Medium	80+	Well drained	80+
Featherstone Silt Loam (22A)	0-1%	Frequent	Low	≤0	Very poorly drained	80+
Neabsco-Quantico Complex (42 B)	2-7%	None	Very high	12-30	Moderately well drained	14-30 to fragipan
Occoquan Sandy Loam (44D)	7-25%	None	Low	80+	Well drained	40-60 to paralithic bedrock
Occoquan Sandy Loam (44E)	25-50%	None	Medium	80+	Well drained	40-60 to paralithic bedrock

Quantico Sandy Loam (47C)	7-15%	None	Medium	80+	Well drained	80+
Udorthends- Urban Land (54B)	0-7%	unavailable	unavailable	unavailable	unavailable	unavailable
Watt Channery Silt Loam (55E)	25-50%	None	High	80+	Somewhat excessively drained	20-40 to paralithic bedrock

Source: Soil Survey, Natural Resources Conservation Service, United States Department of Agriculture. Available online at <http://websoilsurvey.nrcs.usda.gov/>.

Septic tank absorption fields are areas in which effluent from a septic tank is distributed into the soil through either subsurface tiles or a perforated pipe. Septic tank absorption field ratings were collected from data on the United States Department of Agriculture’s Web Soil Survey. Only soil depths between 24 to 60 inches are evaluated. Table 8 below shows both verbal and numerical ratings. “Not limited” indicates that the soil has features that are very favorable for septic tank use. “Somewhat limited” indicates that the soil has features that are moderately favorable and may have limitations that can be overcome or minimized through special planning, design, or installation. “Very limited” indicates that the soil has one or more features that are unfavorable and generally cannot be overcome without major soil reclamation, special design, or expensive installation procedures. The numerical ratings indicate the severity of the individual limitations with 1.00 indicating the greatest negative impact on the use and 0.00 indicating the soil feature is not a limitation. As noted in the table below, none of the land within the Town is rated as being favorable for septic tank use. Only one section of the Town is composed of soils that are moderately favorable for septic tank use (Buckhall Loam 10B). The majority of soils within the Town are rated as unfavorable for septic tank use. It would not be recommended to install septic tanks in the area of the Town composed of Udorthends-Urban Land (54B) which has not been rated.

Table No. 8: Septic Tank Absorption Fields

Soil	Slope	Septic Tank Absorption Field Rating	Component Name (percent)	Rating Reasons (numeric values)
Buckhall Loam (10B)	2-7%	Somewhat Limited	Buckhall (80%)	Slow water movement (0.50)
Delanco Fine Sandy Loam (16A)	0-4%	Very Limited	Delanco (80%)	Depth to Saturated Zone (1.00)
				Slow Water Movement (1.00)
				Flooding (0.40)
			Hatboro (5%)	Flooding (1.00)
				Depth to saturated zone (1.00)
				Seepage, bottom layer (1.00)
				Slow water movement (0.50)
Dumfries Sandy Loam (18C)		Very Limited	Dumfries (75%)	Seepage, bottom layer (1.00)

Soil	Slope	Septic Tank Absorption Field Rating	Component Name (percent)	Rating Reasons (numeric values)
	7-15%			Slope (0.37)
Dumfries Sandy Loam (18 D)	15-25%	Very Limited	Dumfries (75%)	Slope (1.00)
				Seepage, bottom layer (1.00)
Dumfries Sandy (18 E)	25-50%	Very Limited	Dumfries (75%)	Slope (1.00)
				Seepage, bottom layer (1.00)
Featherstone Silt Loam (22A)	0-1%	Very Limited	Featherstone (80%)	Flooding (1.00)
				Ponding (1.00)
				Depth to saturated zone (1.00)
				Slow water movement (0.50)
Neabsco-Quantico Complex (42 B)	2-7%	Very Limited	Neabsco (45%)	Depth to cemented pan (1.00)
				Depth to saturated zone (1.00)
				Seepage, bottom layer (1.00)
			Quantico (35%)	Seepage, bottom layer (1.00)
				Slow water movement (0.50)
Occoquan Sandy Loam (44D)	7-25%	Very Limited	Occoquan (80%)	Slope (1.00)
				Seepage, bottom layer (1.00)
				Depth to bedrock (0.62)
Occoquan Sandy Loam (44E)	25-50%	Very Limited	Occoquan (80%)	Slope (1.00)
				Seepage, bottom layer (1.00)
				Depth to bedrock (0.62)
Quantico Sandy Loam (47C)	7-15%	Very Limited	Occoquan (75%)	Seepage, bottom layer (1.00)
				Slow water movement (0.50)
				Slope (0.37)
Udorthends- Urban Land (54B)	0-7%	Not Rated	Urban land (50%)	
			Udorthends (40%)	
Watt Channery Silt Loam (55E)	25-50%	Very Limited	Watt (80%)	Slope (1.00)
				Depth to bedrock (1.00)
				Seepage, bottom layer (1.00)

Source: Soil Survey, Natural Resources Conservation Service, United States Department of Agriculture. Available online at <http://websoilsurvey.nrcs.usda.gov/>.

Within the Occoquan area, forested areas, stream buffers, and wildlife habitat corridors are quickly disappearing. Approximately one quarter (25%) of the Town's land area is still covered by woodlands. Much of the woodland area is located in the western portion of the Town in steep terrain areas that are unsuitable for development. The Ballywack Branch drainage area is located within the west of the Town and remains largely forested. Additionally, stream buffers still exist around Ballywack and Boundary Branch. These areas are essential for the protection of water quality and aquatic habitats. Land use decisions must consider the need to preserve them to prevent further degradation to water quality.

Existing and Potential Sources of Pollution

Pollution can come from a variety of sources and can have many different impacts such as surface and groundwater contamination, poor air quality, and aesthetic degradation of the landscape. The quality of water running in local streams and rivers is one of the most important indicators of the health of a watershed. Protecting the quality of surface water is a major challenge faced by many urbanized localities. While a certain level of pollution from development, transportation, and commercial and industrial activities is inevitable, pollution must be minimized to protect against environmental health hazards and preserve the ecological balance.

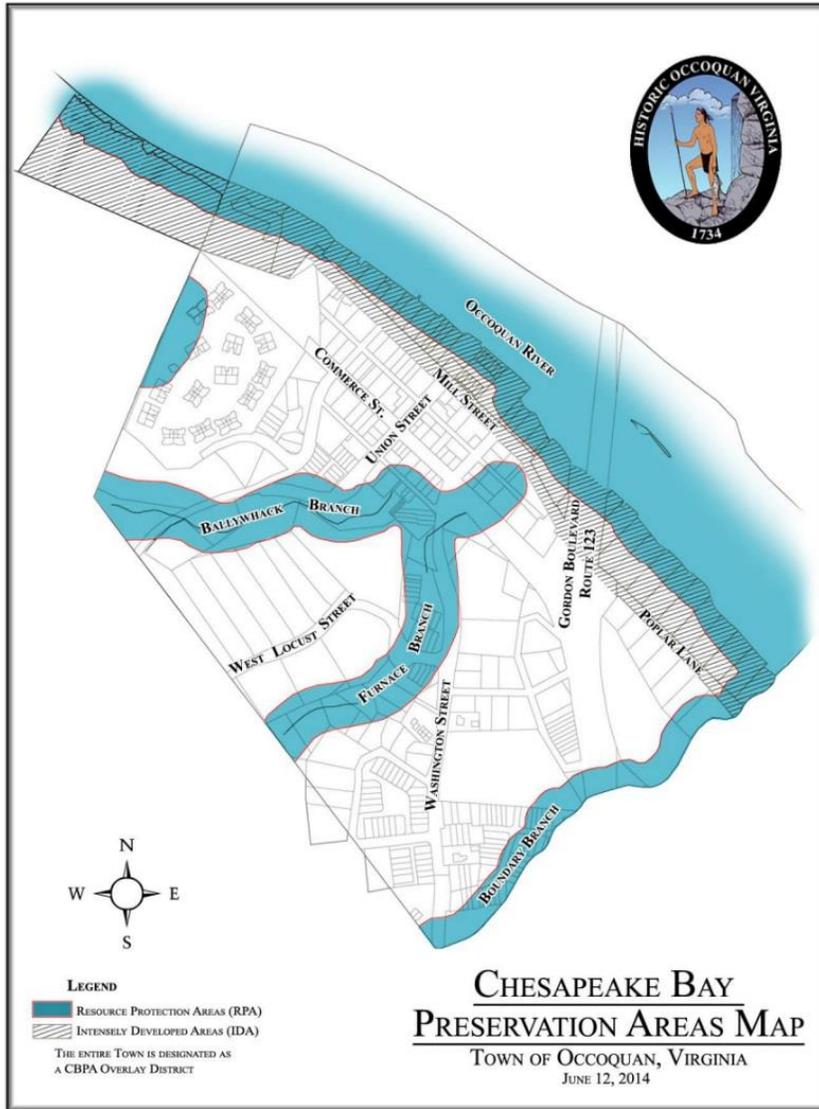
Due to the Town's relatively small size and absence of major industry, existing and potential sources of pollution are easier to identify. Much of these pollutants are characterized as nonpoint source pollutants which are generated from many diffuse sources. Nonpoint source pollution results from stormwater runoff which picks up and carries pollutants that collect on impervious surfaces such as roadways, sidewalks, and rooftops into waterways. These impervious surfaces prevent stormwater from soaking into the ground. Land development often increases the amount of impervious surface, resulting in increased stormwater runoff and often increased pollution to waterways.

Since the Town of Occoquan lies within the Occoquan Watershed which drains to the Potomac and eventually the Chesapeake Bay, minimizing nonpoint source pollution is an important initiative. Nonpoint source pollution within the Town most commonly results from residential activities, commercial activities and parking areas, waterfront activities, and atmospheric deposition. Nonpoint source pollution within Occoquan can be reduced by minimizing impervious areas of a development site, maintaining open space, preserving indigenous vegetation, and utilizing Best Management Practices (BMPs) designed to reduce stormwater runoff and filter out phosphorus, sediment and other harmful pollutants. Public education and outreach initiatives can also be utilized to help inform residents and businesses about how their activities may impact nonpoint source pollution and surface water quality. Increasing public awareness can help citizens take actions to reduce their impacts. The Town's Chesapeake Bay Preservation Ordinance and Erosion and Sediment Ordinance set forth performance standards aimed at reducing nonpoint source pollution and protecting water quality and delineated preservation areas.

Environmental Programs and Regulations

In response to State and Federal mandates the Town has adopted and implemented a number of ordinances designed to protect and preserve both the local natural environment, particularly the identified sensitive natural resources, and the larger Chesapeake Bay Watershed.

Chesapeake Bay Preservation Ordinance



Map No. 9 Chesapeake Bay Preservation Area

The Occoquan River is an integral part of the Town providing natural habitat for aquatic life in addition to recreational and aesthetic opportunities. The impaired listing of the river for fecal coliform and estuarine bioassessments and the concern of further degradation if land use and development activities are not properly managed is a primary environmental challenge recognized by the Town. The Occoquan River flows into the Potomac River which ultimately drains to the Chesapeake Bay. The Commonwealth has required all localities within Tidewater Virginia to designate “Chesapeake Bay Preservation Areas” within which land uses are restricted or managed and water quality measures are provided to protect the Chesapeake Bay, and other waters of Virginia, from degradation resulting from runoff pollution. In accordance

with that requirement, Chesapeake Bay Preservation Areas have been mapped for the Town of Occoquan. The mapping of these areas includes Resource Protection Areas (RPAs) and Resource Management Areas (RMAs) based upon a natural resource inventory which included a review of U.S Geological Survey (USGS) topo-quadrangles, U.S. Fish and Wildlife Service National Wetlands Inventory Maps, U.S. Soil Conservation Service soil surveys and other technical resources. The Town’s Chesapeake Bay Preservation Ordinance implements the Virginia Chesapeake Bay Act. The primary purpose of the ordinance is to prevent any increase in nonpoint source pollution from new development and to reduce at least 10% of nonpoint

source pollution in redevelopment. The ordinance sets forth a program to protect the delineated RPA and RMAs. For example, the Ordinance requires that a 100-foot vegetated buffer area be preserved along all RPA features and tributary streams, and in some cases, reestablished if one does not presently exist or is in poor condition. These buffer requirements are relaxed in areas identified by the Town as Intensely Developed Areas (IDAs) out of recognition of the difficulty in reestablishing full buffers in these areas due to the nature of development. The IDAs in the Town include all areas to the north of Mill Street and Poplar Lane.

RPAs are lands at or near the shoreline that have intrinsic value due to the ecological and biological processes they perform which benefit water quality or are sensitive to impacts that may cause significant degradation to the quality of State waters. The RPA designation in the the Town includes tidal wetlands, nontidal wetlands connected by surface flow and contiguous to tidal wetlands or tributary streams, tidal shores, and a 100-foot vegetated buffer area located adjacent to and landward of all previously listed components and along both sides of any water body with perennial flow, as parts of lands protected by the Chesapeake Bay Preservation Ordinance. In practical terms, the RPA includes a 100-foot wide strip of land landward of the Occoquan River shoreline. However, recently revised Chesapeake Bay Act Regulations will require that the Town protect any stream with perennial flow. As a result, Ballywack Branch, Furnace Branch and Boundary Branch and possibly other streams, the recently named Phelps Creek and the tributary of Boundary Branch, which was designated Edgehill Creek, may be protected as RPAs.

RMAs include land types that, if improperly developed, have the potential for causing significant water quality degradation or for diminishing the functional value of the RPA. All lands in the Town not included in a RPA constitute the RMA. This is because all stormwater from development within the Town is flushed directly into natural or man-made channels and then directly to the Occoquan River. Development and redevelopment within the RMA must meet several performance criteria to minimize the impact on water quality. The performance criteria establish policy guidelines for the Town in decisions to grant, deny, or modify requests to rezone, subdivide, or use and develop land within the RMAs and RPAs. Performance criteria include preventing an increase in nonpoint source pollution as a result of new development based on a Town-wide average, decreasing nonpoint source pollution by 10% during redevelopment, minimizing land disturbance during development, maximizing the preservation of indigenous vegetation, and minimizing impervious surface area for a desired land use.

Urban water quality issues are complex and will require the Town to commit to a watershed management approach that utilizes both structural (urban BMPs) and nonstructural (establishment of stream buffers, public education, etc.) water quality management techniques to address a range of sources and types of pollution. The Town recognizes the importance of minimizing adverse impacts associated with land use and development on water quality, and thus in support of this chapter's goal, the Town has enumerated several policies for implementation which are detailed in Chapter 9.

Erosion and Sediment Control Ordinance

The Town's Erosion and Sediment Control Ordinance (E&S Ordinance) implements the Virginia Erosion and Sediment Control Law but also supports the Chesapeake Bay Preservation Act. The purpose of the ordinance is to conserve the land, water, and other natural resources of the Town through the establishment of requirements to prevent and control erosion and sedimentation that results from land disturbing activities. The E&S ordinance requires proposed land disturbing activities greater than 2,500 square feet within Chesapeake Bay Preservation Areas to submit an erosion and sediment control plan to the Town.

Floodplain Management Ordinance

The Town's Floodplain Management Ordinance designates floodplain districts and regulates uses, activities, and development within those areas. The Town's Floodplain Management Ordinance applies to all areas subject to inundation by waters of the one-hundred-year flood (floods that have a one percent likelihood of occurring each year, although the flood may occur in any one year). Floodplain management districts include the Floodway District (defined as that portion of the floodplain capable of carrying the waters of a 100-year flood without increasing the water surface elevation of the flood more than one foot at any point) and the Flood-Fringe District (defined as the area of the one-hundred-year floodplain not included in the Floodway District). The basis for the delineation of these districts is the Flood Insurance Study for the Town of Occoquan prepared by the Federal Emergency Management Agency, Federal Insurance Administration, dated January 5, 1995 or as revised.

The primary purpose of the Town's Floodplain Management Ordinance is to prevent the loss of life and property, the creation of health and safety hazards, the disruption of commerce and government services, the extraordinary and unnecessary expenditure of public funds for flood protection and relief, and the impairment of the tax base by:

- Regulating uses, activities, and development which, alone, or in combination with other existing or future uses, activities, and development, will cause unacceptable increases in flood heights, velocities, and frequencies;
- Restricting or prohibiting certain uses, activities, and development from locating within areas subject to flooding; and,
- Requiring all those uses, activities, and developments that do occur in flood-prone areas to be protected and/or flood proofed against flooding and flood damage.

Appropriate floodplain management can also have numerous beneficial environmental impacts. Uses, activities, and development may occur within a floodplain district only upon the issuance of a special permit as outlined in Chapter 14 of the Town Code. If the proposed development is within a Floodway District or a Flood-fringe, the applicant must have a detailed hydrologic and hydraulic analysis performed to ensure that other properties will not be placed at undue risk as a result of development in the floodplain. This condition helps to prevent significant alteration to the floodplain which might lead to water quality degradation or changes in the ecological balance of the floodplain. Other requirements for development

within the floodplain will depend on whether the proposed development is within a Floodway District or a Flood-Fringe District. The Floodplain Management Ordinance also specifies design criteria for sanitary sewer, water, and drainage facilities, along with other utilities to ensure that the potential for water pollution or unsanitary conditions during flood events is minimized.

Site Plan Ordinance and Subdivision Ordinance

The Town's Site Plan Ordinance (Chapter 13 of the Town Code) and Subdivision Ordinance (Chapter 14 of the Town Code) contain several provisions aimed at protecting the environment and preventing inappropriate development on land with unsuitable characteristics for the proposed use. The Town's Subdivision Ordinance stipulates that public sewage facilities must be extended by a sub divider to all lots within a subdivision and that septic tanks are not permitted (§14-21D.)

Public Education Programs

While the Town does not directly run any environmentally-related education programs, the Prince William Cooperative Extension (PWCE) and the Prince William Soil and Water Conservation District (PWSWCD) have developed a number of programs and publications to support environmental stewardship. These services are available to Town residents as citizens of the County.

The PWCE provides educational opportunities through field days and seminars, demonstration lawns, and one-on-one visits from trained "Master Gardener" volunteers. For the past several years, the PWCE has conducted a water quality program aimed at reducing the excessive use of lawn fertilizers and pesticides through proper lawn care techniques. Utilizing the PWCE's water quality program to reach Town residents may help to reduce nonpoint source pollution generated from yard care. The PWSWCD provides a number of services, including public education and ecology workshops, and works with local residents on reforestation and conservation projects.

[Trees and Landscaping](#)

Remaining forested areas, stream buffers, and wildlife habitat corridors are quickly disappearing in the Occoquan area. Preserving these areas is essential for the protection of water quality and aquatic habitats. Moreover, the area is a designated Bird Sanctuary requiring particular attention to preserving shoreline wooded areas. Fully a quarter (25%) of the Town's land area is still covered by woodland, and most yards and streets have individual trees. Most of the wooded area of the Town is in its western portions in steep terrain areas which are not favorable for development. Significantly, the Ballywack Branch watershed area to the west of the Town is still largely forested. Significant stream buffers still exist around Ballywack Branch and Boundary Branch. Preserving these areas is important not just for the ecological benefits but also for the aesthetic value they can provide.

Solid Waste Disposal and Recycling

The Town provides weekly refuse removal and collection of recyclable materials. Both residents and businesses receive collection services from the town on Wednesday of each week. In addition, special picks ups and yard debris is also collected on a weekly basis.

Occoquan's waste reduction efforts are centered on a residential and business curbside recycling program. The Town's recycling program is single-stream, meaning that all recyclable materials including glass, plastics, newspapers, cardboard, magazines, and cans, and other recyclable materials, can be comingled and collected by our refuse contractor. The Town contributes to Prince William County's recycling rate, which during calendar year 2015, was 33.7 percent, exceeding Virginia's minimum requirement of 25 percent³.

The Town of Occoquan should continue to expand its recycling efforts and promote increased recycling with both its residents and businesses, as well as the Town's government. Beginning in FY 2017, the Town will begin a three-year phase to replace its public refuse containers. During that process, the Town should incorporate public recycling containers in an effort to further promote recycling in our public spaces and encourage good environmental stewardship to our residents, businesses and visitors. The Town should also seek to implement recycling standards for its businesses and government, such as participating in VML's Green Government Challenge, DEQ's Virginia Green program, or establishing its own Green Business Recognition Program that recognizes businesses who have received a Green Certification from a third party.

Green Building, Noise and Lighting

Today, many opportunities exist for constructing buildings with minimal impact on the environment. Insulation technology is much improved and it is possible to power buildings, both domestic and commercial, with substantially reduced reliance on fossil fuels. The efficiency of solar panels to generate electricity is improving rapidly. While the historic architecture of the Town should be preserved, newer more efficient construction designs should be encouraged.

Currently, the Town enjoys a relatively quiet and calming atmosphere, except during rush hours when cut-through commuter traffic continues to be a problem. The Town's Law Enforcement Division should exercise vigilance over excessive noise during their routine law enforcement activities, particularly during rush hour and around the times restaurants and bars are closing. Noise abatement ordinances must be enforced.

The lighting throughout the Town is one of the key features contributing to its charm and is widely recognized throughout the area. Indeed, the original lamps in Town were powered by acetylene gas before town gas became available. While authentic gas lighting is expensive to maintain, efforts should be made to retain it, except at key intersections where adequate

³ In 1989, the Virginia General Assembly adopted legislation that established a 25% recycling rate target for communities.

lighting (usually by electric lamps) should be the priority. The charm of traditional gas lamps notwithstanding, the possibility of replacing them with electric, architecturally tasteful replicas should be explored.

CHAPTER EIGHT

REGIONAL COORDINATION

Goal

To continue to build upon and enhance partnerships with Prince William and Fairfax Counties to generate a shared border area land use planning and zoning that reflects and advances Occoquan's vision for the future.

Overview and Vision

Historic Occoquan will work effectively with other agencies in the surrounding jurisdictions of Prince William and Fairfax Counties in order to meet present day needs and continually plan for the future. Occoquan recognizes that it does not operate in isolation – the town's infrastructure relies heavily on other entities, and it is impacted by the development of residential, commercial, and transportation systems in the surrounding region. The town will continually coordinate with the agencies concerning these issues in both Prince William County and Fairfax County in order to address a mutually beneficial growth management system that will not hinder the town's access for services nor its historically preserved community. Failing to plan in concert with Fairfax County and Prince William County may result in Occoquan's gateways being compromised by poor development decisions beyond the town's corporate limits.

Shared Border Area Plans – Prince William County

While residents enjoy significant control over many aspects of life in the immediate Town of Occoquan, development and transportation projects in surrounding Prince William County have the capacity to significantly affect the Town's quality of life. As a result, the Town must pay attention to potential development projects, and when appropriate, work with County officials and staff to ensure that impacts to the Town are minimal or even positive. Perhaps the two greatest issues with potential to impact the Town are (1) development that could reduce the existing forested and low-density residential buffer around much of the Town and (2) development or transportation projects that could increase cut-through traffic.

Part of the charm that attracts residents and visitors to Occoquan is that it has maintained a small town identity despite the fast pace of growth in surrounding Prince William County. Entering the Town from Tanyard Hill Road and Washington Street, one can still imagine how a turn-of-the-century traveler might have felt upon arriving at the Town from a long journey. While these low-density buffers have survived to today, it is important that the Town work with the County to ensure that these buffers are preserved for future generations. For the most part, this has been accomplished and development patterns have long been established. For instance, the forested area north of Tanyard Hill Road is protected by virtue of being a part of the larger Lake Ridge Residential Planned Community (RPD). Because much of Lake Ridge is zoned as a unit, and because the area north of Tanyard Hill Road consists of steep slopes and

Ballywack Branch, this area was preserved from development. Additionally, the Town made a profound declaration with regard to development of shared border areas in 2014 when it purchased 17.6 acres of property at the corner of Tanyard Hill and Old Bridge Roads. The property was at risk for development as office space and additional parking for an adjoining parcel, and presented a risk of increased cut-through traffic, increased stormwater run-off, and elimination of the scenic gateway into the Town of Occoquan. The Town placed the property in a conservation easement, thereby protecting it from development in perpetuity.

Although zoning in Prince William County surrounding the Town is well established, coordination and cooperation between the County and Town is important to ensure that any eventual development is compatible with the existing character of Occoquan. The Town has several options for strengthening this coordination with the County ranging from more frequent meetings between Town and County staff, to meetings between the Town Planning Commission and County Office of Planning staff, to the development of an “Occoquan Sector Plan” for inclusion in the County’s Comprehensive Plan. Such a sector plan could establish common community design themes, park and open space goals, and long-range land use goals.

Occoquan needs to maintain regular communication with the Virginia State Historic Preservation Office (SHPO) regarding our historic district, our many individual historic properties and landmarks, and the Main Street America Program. This coordination should also reveal the development of historic studies and research grants available for the town’s use. Communication on all of these fronts will produce a regular dialog and persistent reminder of Occoquan’s importance to the history of Virginia.

The Town of Occoquan will also maintain a relationship with VDOT in order to be involved in all future processes relating to multi-modal planning within and around our boundaries.

Shared Border Area Plans – Fairfax County

Occoquan will work to promote a shared border interest with Fairfax County in regards to both the Occoquan River and the Lorton Workhouse Arts Center. Outreach should include (but not be limited to) the river’s beautification and transportation thoroughfares, the development of property along the Fairfax County side of the river, and promoting a shared interest in the arts.

Shared Border Area Plans – Lake Ridge Parks and Recreation Association

Occoquan shares a portion of its boundaries with the Lake Ridge Parks and Recreation Association HOA (LRPRA). As such, the town needs to maintain a positive relationship with the LRPRA that discourages the sale and development of our shared borders, as well as responsible stormwater management practices. A shared transportation goal should also be considered.

CHAPTER NINE

IMPLEMENTATION & ACCOUNTABILITY

Overview and Vision

Over the next ten years, the Town plans to vigorously pursue all the ambitious goals outlined in this Comprehensive Plan with diligence and the utmost care. The Town is steadfastly committed to preserving and enhancing the natural environment and the charm that defines Occoquan and its surroundings, while at the same time respecting the needs of the business community. The Town's leadership is confident that through the implementation of this Plan, Occoquan will continue to be the jewel in Prince William County where people will want to visit, live, and raise their families.

Annual Plan Accountability Report

The Planning Commission will review the Comprehensive Plan and prepare an Annual Report for the Town Council with updates and status on the Plan's actions/goals and timeline. The report will be prepared by the Planning Commission with support from Town Staff to be presented at the January Town Council work session each year. The recommendations and updates from the Annual Report will be included as part of the annual budget and capital improvement plan process. The Comprehensive Plan will be fully revisited and readopted at least every five years.

Action Plan

See following pages for Action Plan.

No.	Action Item Description	Community Character/ Life	Circulation and Mobility	Economic Vitality/ Diversity	Environmental Stewardship	Regional Coordination	Lead Department, Function	Funding Source	Target Completion Date (FY)
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1	A new Town traffic study should be prepared based on current and future growth.		X	X			Town Manager, Community Plan	CIP	FY2017
2	Based on the traffic study, the Town should implement an enhanced street and traffic flow management and execution plan to accommodate local and commuter traffic, particularly during peak hours and holidays. The management plan should not jeopardize current Town historical, environmental, business flow, and resident living concerns.	X	X		X		Town Manager, Community Plan	CIP	FY2017
3	As part of the parking and traffic study, the Town should investigate and make recommendations on the need to widen portions of Commerce Street between Union and Washington Street to accommodate additional on-street parking. Any widening project will include new curbs and brick sidewalks consistent with other Business District improvements.	X	X	X			Town Manager, Community Plan	CIP	FY2017
4	It is encouraged that all Town sidewalks be 6 to 10 feet in width on each side. Within the historic district, such sidewalks shall be brick.	X	X				Town Manager, Community Plan	CIP, Grant	Ongoing
5	As a part of the site plan or subdivision approval process, developers should be required to improve adjoining streets to VDOT standards.	X	X	X		X	Planning Commission, Town Council	Property Owner, Developer	Ongoing
6	All residential streets serving lots less than one acre in size should be constructed with curbs and gutters and with sidewalks on at least one side.	X	X	X	X		Planning Commission, Town Council	Property Owner, Developer	Ongoing
7	No street rights-of-ways in Occoquan should be vacated until the surrounding properties have been fully developed or an alternate plan for handling automobile		X				Planning Commission, Town Council	Property Owners	Ongoing

No.	Action Item Description	Community Character/ Life	Circulation and Mobility	Economic Vitality/ Diversity	Environmental Stewardship	Regional Coordination	Lead Department, Function	Funding Source	Target Completion Date (FY)
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	circulation in the vicinity has been endorsed by affected property owners and by Town Council.								
8	A new Town parking study should be conducted based on current and future expected growth.	X	X	X		X	Town Manager, Community Plan	CIP	FY2018
9	Based on the parking study, the Town should work on an improved parking management and execute the plan. Courses of action should be developed to improve commercial district and nearby residential area parking rules.	X	X	X			Town Manager, Community Plan	CIP	FY2017
10	Continue to look for suitable close in sites and develop Town-owned parking lots.		X	X	X		Town Manager, Community Plan	CIP	Ongoing
11	Continue to require developers to provide appropriate off street parking.		X	X	X		Planning Commission, Town Council	Property Owners, Developers	Ongoing
12	Encourage use of business-owned vacant land for commercial parking.		X				Town Council		Ongoing
13	It is recommended that the Town conduct a community planning project to identify streetscaping, sidewalk, traffic, parking and overall community development planning. Such planning shall include intersection improvements to install crosswalks and increase pedestrian safety and circulation.	X	X	X		X	Town Manager	CIP	FY2017
14	The Town shall continue to improve and expand sidewalks to preserve downtown historical character. Pedestrian access serves as the life-line of commerce and daily living activities for residents and visitors alike.	X	X	X	X		Town Manager, Community Plan	CIP	Ongoing

No.	Action Item Description	Community Character/ Life	Circulation and Mobility	Economic Vitality/ Diversity	Environmental Stewardship	Regional Coordination	Lead Department, Function	Funding Source	Target Completion Date (FY)
15	Improve pedestrian circulation facilities so as to decrease automobile reliance.	X	X	X	X		Town Manager, Community Plan	CIP	Ongoing
16	Planning for a Riverwalk, with vegetation buffers to mitigate stormwater runoff, shall be finalized and a revenue stream identified to complete the project.	X	X	X	X		Planning Commission, Community Plan	CIP, Grant, Property Owners, Developers	FY2018
17	Designated transportation pick-up and drop-off locations for public school and private transport should be considered as part of the overall Town strategy.		X			X	Planning Commission, Community Plan	CIP	FY2017
18	The Town should conduct a community study to improve and expand the use of brick sidewalks to the Town center. The study should also incorporate streetscaping, beautification, and woodland protection.	X	X		X		Town Manager, Community Plan	CIP	FY2017
19	The Town should continue to safeguard and improve Town gateways as they are of great importance to community business growth. Important consideration should be placed on the protection and preservation of gateways as they serve to affirm the Town's historical and environmental characteristics.	X	X	X	X		Town Manager, Community Plan	CIP	Ongoing
20	The Town will pursue designation of Tanyard Hill Road as a State scenic byway as one way of preserving its character.	X	X		X	X	Planning Commission	CIP	FY2017
21	The Town should plan in its CIP for how to implement and finance improvements to the Town's gateways.		X			X	Planning Commission, Town Manager, Budget/CIP	CIP	Annually

No.	Action Item Description	Community Character/ Life	Circulation and Mobility	Economic Vitality/ Diversity	Environmental Stewardship	Regional Coordination	Lead Department, Function	Funding Source	Target Completion Date (FY)
22	The Town will protect its tributary streams and the Chesapeake Bay from nonpoint source pollution through the continued application of its Chesapeake Bay Preservation Ordinance and Erosion and Sediment Control Ordinance.				X		Planning Commission, Engineering	Operating Fund, Developer	Ongoing
23	Minimize the environmental impacts of site development through the continued use of performance standards.	X			X		Planning Commission, Engineering	Operating Fund, Developer	Ongoing
24	Vegetative buffer areas along the Occoquan River will be established during development or redevelopment where not in conflict with future plans for an Occoquan Riverwalk.				X		Planning Commission, Engineering	Operating Fund, Developer	Ongoing
25	Preserve natural open spaces and forest resources.	X			X		Planning Commission, Engineering	Operating Fund, CIP, Grants	Ongoing
26	Water quality best management practices that require little or no surface space (such as sand filtration systems and rooftop detention) will be required in densely developed areas to address water quality without detracting from the Town's unique urban character.	X			X		Planning Commission, Engineering	Operating Fund	Ongoing
27	Where practical and feasible, the Town will retrofit older stormwater management facilities to perform water quality functions to better protect downstream areas from degradation.				X	X	Town Council, Town Manager, Engineering, Stormwater Management Plan	CIP, Grants	Ongoing

No.	Action Item Description	Community Character/ Life	Circulation and Mobility	Economic Vitality/ Diversity	Environmental Stewardship	Regional Coordination	Lead Department, Function	Funding Source	Target Completion Date (FY)
28	Long-term operation of privately-owned BMPs established in compliance with the Chesapeake Bay Preservation Ordinance will be ensured through maintenance agreements and regular site inspections.				X		Town Manager, Engineering, Stormwater Management Plan	Operating Fund	Ongoing
29	Ensure new development and redevelopment complies with the Town's Chesapeake Bay Preservation Ordinance.				X		Planning Commission, Engineering	Operating Fund, Developer	Ongoing
30	Protect the important natural function of floodplains by limiting disturbance and development activity.				X		Floodplain Manager, Planning Commission	Operating Fund	Ongoing
31	Encourage the use of newer, more effective BMP strategies as they become available.				X		Planning Commission, Engineering	CIP, Developer	Ongoing
32	Monitor the Town's surface and groundwater resources. The Town will continue to work with the Environmental Protection Agency and the Department of Environmental Quality to prevent and remediate underground storage tank spills. The Town will also continue working with the Prince William County Health Department to prevent septic tank failures.				X	X	Town Manager, Engineering	Operating Fund	Ongoing
33	Update erosion and sediment regulations and enforcement procedures as more effective practices become available.				X		Town Council, Town Manager, Engineering	Operating Fund	Ongoing

No.	Action Item Description	Community Character/ Life	Circulation and Mobility	Economic Vitality/ Diversity	Environmental Stewardship	Regional Coordination	Lead Department, Function	Funding Source	Target Completion Date (FY)
34	Development on significant steep slope areas in excess of a 20% grade is strongly discouraged. Development in areas with highly erodible soils, including areas of less than 20% grade must demonstrate that water quality will not be adversely affected.				X		Town Manager, Engineering	Operating Fund, Developer	Ongoing
35	Boating and other tidal shoreline access structures should be sited, designed, and constructed in such a manner that minimizes adverse environmental impacts.				X		Town Manager, Engineering, Planning Commission	Developer	Ongoing
36	Encourage stewardship of the Town's natural resources through increased awareness of environmental impacts from daily activities.				X		Town Manager, Planning Commission	Operating Fund	Ongoing
37	Planning Commission will meet with representatives from both Prince William County and Fairfax County Planning Commissions in order to agree on a mutually beneficial and cooperative growth plan for the town and its shared surrounding areas.	X		X	X	X	Planning Commission	Operating Fund	Ongoing
38	Create a dialogue with LRPA and the Lorton Work House Arts Center in order to enhance town goals that promote the coordination of our surrounding residential areas and neighboring artistic commercial enterprises.	X		X	X	X	Planning Commission, Town Council	Operating Fund, CIP, Grants	Ongoing
39	The Town's Police Department will continue to partner with both PWC and FC police departments in order to reduce cut through traffic and its impacts.	X	X			X	Police	Operating Fund	Ongoing
40	The Town will create a dialogue with PWC and FC Boards of Education in order to promote the cultural and economic history of the town. This cross border education will serve to enhance and promote an inter-county understanding while promoting the past and future of the town.					X	Planning Commission, Town Council	Operating Fund, CIP	Ongoing

No.	Action Item Description	Community Character/ Life	Circulation and Mobility	Economic Vitality/ Diversity	Environmental Stewardship	Regional Coordination	Lead Department, Function	Funding Source	Target Completion Date (FY)
41	The Town will enhance its relationship with Virginia's regional State Historic Preservation Office (SHPO) and PWC historic associations in order to enhance its Preservation efforts and standards. This dialogue will result in a beautification of the town that promotes a revitalized, yet historically accurate, commercial and residential area with an end goal of preserving and enhancing Rockledge.	X		X		X	Town Manager, Planning Commission, Town Council, Non-Profit Historic Association	Operating Fund, CIP, Grants	Ongoing
42	Occoquan will work with PWC and LRPRA in order to maintain a woodland preserve buffer and scenic bypass along Tanyard Hill Road.	X				X	Town Manager, Planning Commission	Operating Fund	Ongoing
43	The geographic extent of the Business (Commercial) District shall not be expanded beyond Center Lane or east of Gordon Boulevard (Route 123).		X	X			Planning Commission	Operating Fund	Ongoing
44	Office development in the Business (Commercial) District shall be limited generally to mixed use projects. Large buildings devoted solely to offices or residential will be considered inappropriate in light of the existing scale and character of buildings and activities.	X	X	X			Planning Commission	CIP, Developer	Ongoing
45	Residential uses in the Business (Commercial) District are encouraged in order to maintain activity and diversity. Residential uses may be in the form of detached dwellings, multi-family dwellings, or dwelling units combined with commercial activities in one structure. Such development is consistent with historic conditions as well as recent trends. Projects that result in a net loss of residential dwelling units are considered to be undesirable.	X		X			Planning Commission	Developer	Ongoing

No.	Action Item Description	Community Character/ Life	Circulation and Mobility	Economic Vitality/ Diversity	Environmental Stewardship	Regional Coordination	Lead Department, Function	Funding Source	Target Completion Date (FY)
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46	Generally, industrial activities other than craft type activities associated with a retail sales facility, shall be prohibited in the Business (Commercial) District. Industrial activities that serve to re-create those historically associated with the Town may be appropriate if presented in a style and scale consistent with the Historic District.	X		X			Planning Commission	Developer	Ongoing
47	The preservation of existing older structures shall receive the highest priority in considering the appropriateness of proposed development or redevelopment within the Historic District.	X		X			Planning Commission, Architectural Review Board	Developer	Ongoing
48	Architectural review of proposals within the Historic District shall be undertaken from the viewpoint of Occoquan as it developed from its founding through the early 20th century.	X					Architectural Review Board	Developer	Ongoing
49	The limits of the Historic District shall not be significantly expanded or changed from the current.	X					Planning Commission, Town Council	CIP	Ongoing
50	Beautification and landscaping efforts should enhance the aesthetics of the Town.	X			X		Planning Commission, Town Council, Town Manager	Operating Fund, Developer	Ongoing
51	The Occoquan Riverwalk, once completed, will be open for public access and use.	X	X				Town Council	Operating Fund	Ongoing
52	Development and redevelopment along the Business District portion of the riverfront should plan for access to and/or the expansion of the Occoquan Riverwalk.	X	X				Planning Commission, Town Council	Developer, Operating Fund	Ongoing

No.	Action Item Description	Community Character/ Life	Circulation and Mobility	Economic Vitality/ Diversity	Environmental Stewardship	Regional Coordination	Lead Department, Function	Funding Source	Target Completion Date (FY)
53	Redevelopment of underutilized properties along the Occoquan riverfront will be actively promoted. Development should be of a water-oriented nature. Mixed use incorporating river front activity, housing, retail and offices will be encouraged.	X	X	X			Planning Commission	Developer, Operating Fund	Ongoing
54	The Town shall periodically review and amend, where necessary, the Zoning Code so as to ensure there are no unnecessary burdens placed on the development or redevelopment of property located within the Town.			X			Planning Commission	CIP	Bi-Annual Review
55	Develop a Green Business Recognition Program to highlight and encourage eco-friendly business practices and initiatives. Businesses to be recognized that have received a Green Certificate from a third-party organization.	X		X	X		Planning Commission	Operating Fund	FY 2017
56	Incorporate public recycling containers as part of the Town's Refuse Container Replacement Schedule. Measure recycling compliance with Town contractor. Include recycling and refuse container plan as part of overall Community Planning process.	X			X		Community Plan, Town Manager	CIP	FY 2017
57	Participate in VML's Green Government Challenge. Obtain at least 100 "Green points" to obtain "Green Government" certification.	X			X		Town Manager	Operating Fund	FY 2018

GLOSSARY

Acronyms

ADT -	Average Daily Trips
ARB -	Architectural Review Board
BMP -	Best Management Practice
BZA -	Board of Zoning APpeals
CBPA -	Chesapeake Bay Preservation Areas
CBPO -	Chesapeake Bay Preservation Ordinance
CIP -	Capital Improvement Program
DU/AC -	Dwelling Units per Acre
E&S -	Erosion and Sediment Control
FIRM -	Flood Insurance Rate Map
HOV -	High Occupancy Vehicle
IDA -	Intensely Developed Area
LRPRA -	Lake Ridge Parks and Recreation Association
MGD -	Million Gallons per Day
NPS -	Nonpoint Source Pollution
NVRC -	Northern Virginia Regional Commission
PMR -	Planned Mixed Residential
PWCE -	Prince William Cooperative Extension
PWCSA -	Prince William County Service Authority
PWSWCD -	Prince William Soil and Water Conservation District
RMA -	Resource Management Area
RPA -	Resource Protection Area
ROW -	Right-Of-Way
SAV -	Submerged Aquatic Vegetation
USGS -	United States Geological Survey
VDOT -	Virginia Department of Transportation
VPD -	Vehicles Per Day

Maps and Tables

Map 1, Early Map Showing Location of Flour Mill, 1879	Page 9
Map 2, Occoquan Historic District and Age of Structures	Page 10
Map 3, Existing Land Use Map, 2016	Page 15
Map 4, Future Land Use Map, 2016	Page 19
Map 5, River Access Points in Occoquan	Page 28
Map 6, Pedestrian Circulation Plan	Page 29
Map 7, Town of Occoquan Streams	Page 37
Map 8, Natural Constraints to Development	Page 38
Map 9, Chesapeake Bay Preservation Area	Page 43
Table 1, Population Changes in Occoquan	Page 12
Table 2, Occoquan Population Characteristics	Page 13
Table 3, Vehicles Per Day	Page 23
Table 4, Brick Sidewalk Maintenance Schedule	Page 29
Table 5, Intersection Improvement Schedule	Page 29
Table 6, Emergency Plans	Page 31
Table 7, Soil Characteristics	Page 39
Table 8, Septic Tank Absorption Fields	Page 40



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Public Hearing	Meeting Date: July 12, 2016
8 B: Public Hearing on Zoning Text Amendment Regarding Child Care Centers	

Explanation and Summary:

This is a public hearing of the Town Council regarding an ordinance to amend Chapter 66, Article II, Division 5, B-1 District, Sec. 66-142 Uses Permitted, to allow the use of child care facilities with special permit in the B-1 District. A Zoning Text Amendment was initiated during the May 4, 2016 Town Council meeting.

The ZTA request was prompted by a request of a potential town business to open a child care facility in the B-1 District. Currently, this use is permitted within the R-3 and R-4 Districts, but not in the R-1, R-2, or B-1 Districts.

The Public Hearing was advertised to be held on July 12, 2016 at 7:00 p.m. in the Prince William Times on June 22, and July 1, 2016.

This is an opportunity for the public to comment on the proposed zoning changes.

Proposed/Suggested Motion:

"I move to close the public hearing."

OR

Other action Council deems appropriate.

Attachments: (2) Public Hearing Notice
Proposed Ordinance Amendment

**NOTICE OF JOINT PUBLIC HEARING OF THE
TOWN COUNCIL AND PLANNING COMMISSION
TOWN HALL - 314 MILL STREET
TOWN OF OCCOQUAN**

July 12, 2016 – 7:00 PM

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

Amend the Town's zoning ordinance, Chapter 66 of the Town Code, to provide for child care facilities in the B-1 Zoning District subject to the requirement that the Town Council issue a special use permit for such use.

The draft zoning text amendment to be adopted by the Town Council of the Town of Occoquan is available for review in Town Hall, 314 Mill Street, Occoquan, Virginia 22125.

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.

AN ORDINANCE TO AMEND CHAPTER 66, ZONING, OF THE TOWN CODE TO PERMIT CHILD CARE FACILITIES IN THE B-1 ZONING DISTRICT WITH SPECIAL USE PERMITS

BE IT ORDAINED by the Council for the Town of Occoquan, Virginia meeting in regular session this ____ day of ____, 2016;

1. That the Town Council hereby amends Article II, Division 5, B-1 District, of Chapter 66 of the Town Code, consisting of §§ 66-142, Uses Permitted as follows:

**ARTICLE II.
DISTRICTS**

DIVISION 5. B-1 District

Sec. 66-142 Uses Permitted.

In the B-1 district, structures to be maintained or erected, or land to be used, shall be restricted to one or more of the following uses:

- (1) Auto and home appliance services.
- (2) Bakeries.
- (3) Banks.
- (4) Barbershops and beauty shops.
- (5) Churches.
- (6) Clubs and lodges.
- (7) Drugstores.
- (8) Funeral homes.
- (9) General residential uses, low, medium and high density.
- (10) Hotels, motels.
- (11) Laundries.
- (12) Libraries.
- (13) Lumber and building supply stores (with storage under cover).
- (14) Machinery sales and service.
- (15) Medical uses.
- (16) Office buildings.
- (17) Plumbing and electrical supply stores (with storage under cover).
- (18) Public utilities.
- (19) Restaurants, eating places.
- (20) Retail foodstores.
- (21) Retail stores.
- (22) Theaters, assembly halls.

(23) Waterfront business activities:

- a. Wholesale and retail marine, such as boat docks, piers, small boat docks, yacht clubs and servicing facilities;
- b. Dock and areas for receipt, storage and transshipment of waterborne commerce; and
- c. Recreational activities, primarily conducted on or about a waterfront. All such uses shall be contiguous to a waterfront.

(24) Wearing apparel stores.

(25) Wholesale businesses.

(26) Child Care Facilities subject to the issuance of a special use permit.

2. That this ordinance is effective upon passage.

Date: _____
Regular Meeting
Ord. No. O-2016-##

MOTION:

SECOND:

RE:

ACTION:

VOTES:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

CERTIFIED COPY

Christopher Coon, Town Clerk



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

9. Regular Business	Meeting Date: July 12, 2016
9 A: Request to Approve 2016-2026 Comprehensive Plan	

Explanation and Summary:

This is a request to approve the 2016 update to the Town of Occoquan's Comprehensive Plan. A Joint Planning Commission and Town Council Public Hearing was advertised for July 12, 2016 at 7:00 p.m. in the Prince William Times on June 24, and July 1, 2016.

This update provides a vision for how Occoquan should grow and change in the future, maintain public facilities and programs in response to growth and successfully manage new development and redevelopment actions. It draws on the 2003 Comprehensive Plan (updated in 2013) for its future land use map but makes some minor changes to provide contiguity of planned density. The Comprehensive Plan uses surveys conducted from residents, businesses and community leaders to help maintain the quality of life in Occoquan. Major portions of the Comprehensive Plan have been rewritten in light of those surveys.

The Planning Commission presented the draft Comprehensive Plan to Town Council during their June 21, 2016 Work Session and held a final community meeting on June 28, 2016 to obtain additional comments from the community. Feedback received from the community and Town Council since the June 21, 2016 are included in the Summary of Changes.

This Plan will be reviewed annually as part of the annual budget process, to include scheduling specific action items included in Chapter 9 of the plan. The plan must be reviewed and updated at least every five years.

After the approval of the Plan, the Town will undergo recodification of the Town Code, including a legal review of the Town's Zoning and Subdivision Ordinances.

Engineer's Recommendation: Recommend approval.

Town Attorney's Recommendation: Recommend approval.

Town Manager's Recommendation: Recommend approval.

Cost and Financing: None.

Account Number: None.

Proposed/Suggested Motion:

"I move to approve the 2016-2026 Town of Occoquan Comprehensive Plan as prepared and presented by the Town's Planning Commission."

OR

Other action Council deems appropriate.

Attachments: (0) *Reference Attachments provided under Item 8A. Public Hearings*



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

9. Regular Business	Meeting Date: July 12, 2016
9 B: Request to Adopt An Ordinance to Amend Chapter 66, Zoning of the Town Code, to Permit Child Care Facilities in the B-1 Zoning District with Special Use Permits	

Explanation and Summary:

The Town Council initiated a Zoning Text Amendment (ZTA) to amend Chapter 66, Article II, Division 5, B-1 District, Sec. 66-142 Uses Permitted, to allow the use of child care facilities with special permit in the B-1 District during their May 4, 2016 Town Council meeting.

The ZTA request was prompted by a request of a potential town business to open a child care facility in the B-1 District. Currently, this use is permitted within the R-3 and R-4 Districts, but not in the R-1, R-2, or B-1 Districts.

The Public Hearing was advertised to be held on July 12, 2016 at 7:00 p.m. in the Prince William Times on June 22, and July 1, 2016.

Zoning Administrator's/Engineer's Recommendation: Recommend approval.

Town Attorney's Recommendation: Recommend approval.

Town Manager's Recommendation: Recommend approval.

Cost and Financing: None.

Account Number: None.

Proposed/Suggested Motion:

"I move to adopt an ordinance to amend Chapter 66, Zoning of the Town Code, Article II, Division 5, B-1 District, Sec. 66-142 Uses Permitted, to allow the use of child care facilities with special permit in the B-1 Zoning District."

OR

Other action Council deems appropriate.

Attachments: (0) *Reference materials provided under Item 8B. Public Hearings*



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
 Agenda Communication

9. Regular Business	Meeting Date: July 12, 2016
9 C: Request to Set Not-To-Exceed Amount for Town Hall Renovations and Equipment	

Explanation and Summary:

This is a request to set a not-to-exceed amount of \$34,000 for Town Hall renovations, office reorganization and equipment. The FY 2017 CIP Budget includes \$25,000 in funding for Town Hall renovations, \$5,000 for building maintenance, \$1,000 for computer equipment for the new position and \$3,000 for office equipment. The scope of the project includes:

1. Painting interior (main level, except ceiling) and exterior of building (trim, eaves, windows).
2. Rebuilding office area (main level) – focus on increasing employee and document security and safety (increase wall height, extend wall to limit public access to stairwell, secure office window and reception area).
3. Installation of new carpeting throughout main level, including stairwell.
4. Replacing work stations and reorganizing staffing locations. (Admin, Town Clerk, and Town Treasurer will be located in main office area; Town Manager, Police and Events Director will be located in lower level).

Work	Estimated Costs
Carpeting	\$6,000
Exterior Painting	\$7,000
Interior Painting	\$6,000
Office Re-Build (main level)	\$10,000
Office Equipment	\$3,000
<i>Total Estimated Cost</i>	\$32,000
<i>FY 17 CIP Budget Total</i>	\$34,000¹

¹ Includes CIP Categories: Town Hall Renovations, Building Maintenance, Computer Upgrades, Office Equipment

The work will be performed after August 10, and before September 3. A continuity of services plan is being developed in an effort to continue service delivery to the public during the work. The Building Official has reviewed the preliminary office layout plan. A sketch of the proposed layout of the main level is attached to this agenda item.

Town staff has obtained preliminary bids and is working to obtain additional bids on the project and to further refine the scope of work.

Town Manager's Recommendation: Recommend approval.

Cost and Financing: \$34,000 (not-to-exceed)
Account Number: CIP - Public Works - Town Hall Renovations and Building Maintenance; Administration - Office Equipment Replacement; Information Technology - Computer Replacement

Proposed/Suggested Motion:

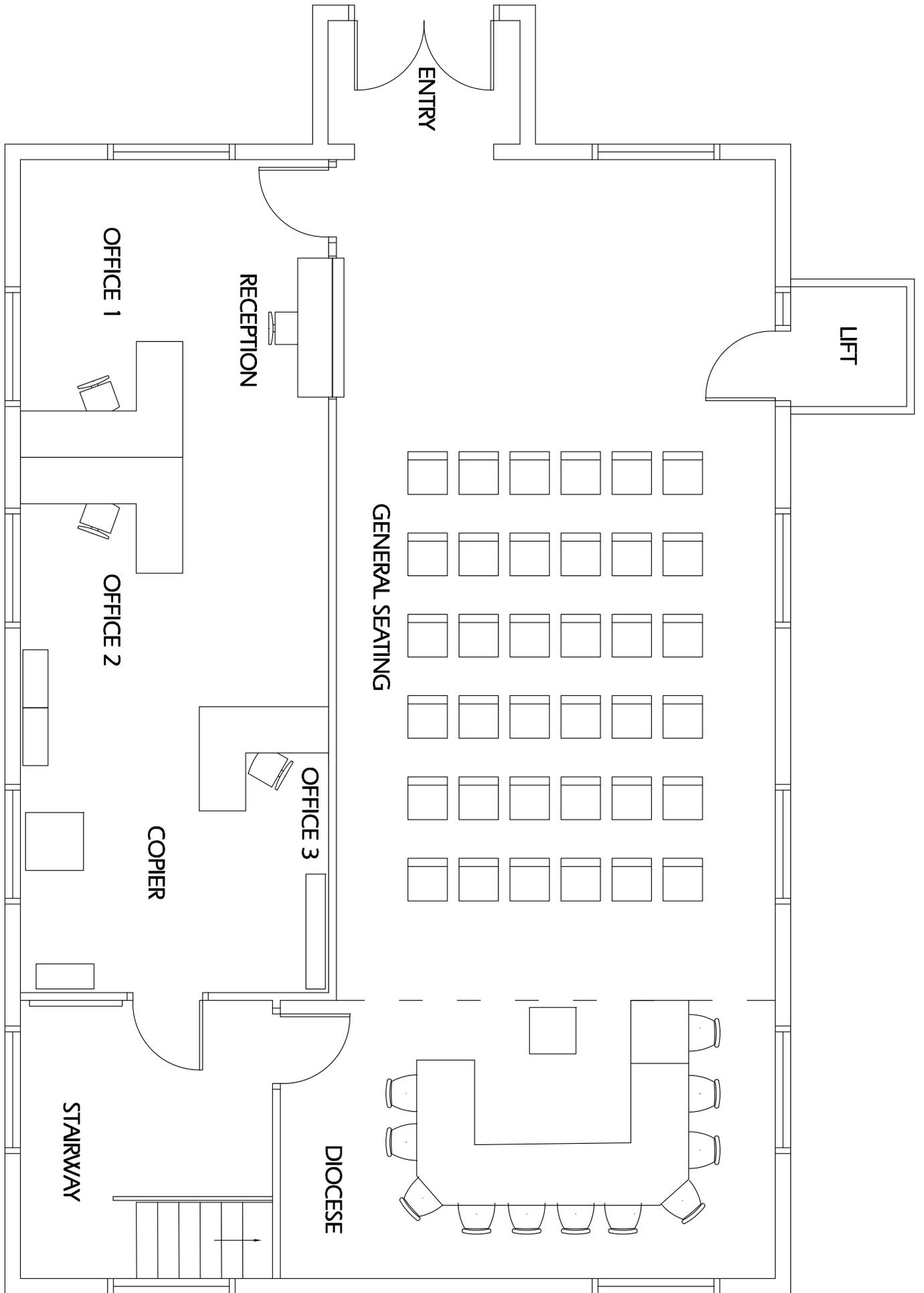
"I move to approve a not-to-exceed amount of \$34,000 for Town Hall Renovations and direct the Town Manager to obtain bids and contract accordingly for outlined services."

OR

Other action Council deems appropriate.

Attachments: (1) Office Layout Remodel Plan

OCCOQUAN TOWN HALL





TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

9. Regular Business	Meeting Date: July 12, 2016
9 D: Request to Approve FY 2017 Refuse Collection Contract	

Explanation and Summary:

This is a request to approve the FY 2017 Refuse Collection contract effective through June 30, 2017. Currently, the Town utilizes Bates Trucking and Trash Company, Inc. for weekly refuse, recycling, bulk and yard waste collection throughout town. Its current contract is from July 1, 2014 through June 30, 2016. The FY 2017 contract is proposed for one year, with the option for three (3) one (1) year renewals. Highlights include:

1. Maintaining current rate of \$10.50 per unit, per month
2. Increase of estimated units from 423 to 452
3. FY16 Annual Cost: \$53,298 | FY17 Proposed Annual Cost: \$56,952 | FY17 Budget: \$61,000
4. Addition of smaller recycling container options for mixed-use and townhomes; recycling carts for single-family homes.
5. Maintain 1 six-yard trash container for weekly collection for municipal use, no additional charge.
6. Maintain weekly collection services on Wednesdays.
7. Maintain replacement containers due to regular wear and tear, and new containers for new residences provided by Bates. Replacement containers included in contract cost.

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

Town Manager's Recommendation: Recommend approval.

Cost and Financing: \$53,298

Account Number: Operating – Public Works – Contracts – Refuse Collection

Proposed/Suggested Motion:

“I move to contract with Bates Trucking and Trash Company, Inc. for weekly refuse, recycling, bulk and yard waste collection within the Town of Occoquan for an annual cost of \$53,298, contingent on final Town Attorney review.”

OR

Other action Council deems appropriate.

Attachments: (1) FY 2017 Contract – Refuse Collection

TOWN OF OCCOQUAN
STANDARD CONTRACT FOR GOODS, SERVICES, CONSTRUCTION AND INSURANCE

This Contract is entered into on and as of its Effective Date by and between the TOWN OF OCCOQUAN , a body politic and corporate of the Commonwealth of Virginia (hereinafter, "Town"), and **Bates Trucking Company, Inc., a Maryland corporation** (hereinafter "Contractor"), for Goods, Services, Construction and/or Insurance identified herein, on the following terms and conditions:

TITLE: Trash, Recycling, Yard Waste and Bulk Trash Collection Services – FY 2017

SOLICITATION NUMBER: N/A

I. DEFINITIONS

- A. Capitalized terms that are defined in the VPPA, Town Policy, or the Town's standard Solicitation for Goods, Services, Construction or Insurance have the same meanings in this Contract as are given in that law, policy, or Solicitation. Capitalized terms not defined in those sources but used in this Contract have the following meanings, unless the context clearly requires otherwise. Undefined terms have their common meanings appropriate to their context.
1. "Contract Administrator" means the person designated by the Town Council to administer the Contract for the Town. The initial Contract Administrator is **Kirstyn Jovanovich, Town Manager**, but the Town Council may designate a new Contract Administrator by notice to the Contractor.
 2. "Contractor's Representative" means the person who is responsible for the performance obligation of the Contractor under this Contract. The initial Contractor's Representative is Elvia Merayo, but the Contractor may designate a new Contractor's Representative by notice to the Town.
 3. "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
 4. "Notice of Default" means a notice sent to the other party's designee (Contract Administrator for the Town, Contractor's Representative for the Contractor) setting forth the facts showing that party to be in default under the Contract.
 5. "Notice of Termination" means a notice sent to the other party's designee (Contract Administrator for the Town, Contractor's Representative for the Contractor) informing that party of the termination of the Contract as of a particular date.
 6. "Town" means the Town of Occoquan, Virginia, the Town Council, or the Council's designee assigned responsibility for this Contract, as permitted by the context.

7. "Using Department" for purposes of this Contract shall mean **Town of Occoquan**.

II. FORMATION

A. Conditions Precedent to Formation:

Before any Contract between the Town and the Contractor is effective, the following conditions precedent must be satisfied. Satisfaction of these conditions is the responsibility of the Contractor. If, after performance under the Contract, the Town learns that a condition precedent was not met, the Town may, if permitted by law, ratify the Contract by affirmative recorded vote or may disclaim it, in its sole discretion.

1. **Insurance:** If the Solicitation requires certain insurance, the Contractor must provide proof of insurance in the amounts required by the Solicitation with an insurance company licensed to do business in the Commonwealth of Virginia.
2. **Bonds:** If the Solicitation requires payment or performance bonds, then bonds with surety satisfactory to the Town attorney shall be submitted to the Contract Administrator for approval.
3. **Permits and licenses:** If the procurement of the Goods, Services, Insurance or Construction that is the subject of this Contract requires possession of any licenses or receipt of any permits other than construction permits, then Contractor shall obtain those licenses and permits.
4. **Payment of Debts:** Contractor must pay all amounts shown as due to the Town on the Town's accounts, even if a dispute exists as to the debt's validity or enforceability.

B. Parties

1. The sole parties to this Contract are the Town of Occoquan and the Contractor.
2. Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the Town in advance. No assignment without such permission will relieve the Contractor of any responsibility under this Contract.
3. There are no intended third party beneficiaries of this Contract, unless it is made available by rider for other governmental entities to use. Making the Contract available to them by rider is the sole extent of the intended third party benefit.
4. If this Contract is made available by rider for other governmental entities to use, any contracts formed between the Contractor and such other governmental entities shall be solely between those parties. The Town shall not be a party to any of these Contracts.
5. Contractor may not subcontract any of the work under this Contract without the prior, written approval of the Town, which will not be unreasonably withheld. The

Contractor will, prior to award of the contract, provide the Town with a written list of each proposed subcontractor and the work to be done by that subcontractor. The Town shall, after reasonable investigation, promptly inform the Contractor if it objects to a particular subcontractor. If the Town objects, the Contractor will not use that subcontractor for any part of the work and will promptly submit in writing for the Town's approval the name of another subcontractor (or propose to use the Contractor's own personnel) to perform those portions of the work. The Contractor will not change a subcontractor without giving the Town written notice of the proposed new Subcontractor and receiving the Town's approval after reasonable investigation. If the Town objects, the Contractor will either retain the existing subcontractor or propose a different subcontractor to the Town for approval. It is the Contractor's responsibility to obtain subcontractors whom the Town approves, and no delay due to the Town's objection to a subcontractor will authorize any change in the time required to perform the work.

C. Authority to Execute

By executing this Contract on behalf of Contractor, the Contractor's Representative warrants that he or she has full authority to do so.

D. Incorporation of Documents

The Contract consists of the following documents, which are hereby incorporated by reference and fully made a part of the Contract. This Contract and the incorporated documents describe the subject of the Procurement, the particulars of its performance, the process and time for payment, and the rights and remedies of the parties (collectively, "the terms"). In case of any conflict between those documents' terms, the documents shall be given precedence in the following order, from highest to lowest:

1. The Specifications of the Solicitation (if any) with solicitation title and matching identification number to this Contract,
2. This Contract,
3. The General Provisions of the Solicitation (if any) with solicitation title and matching identification number to this Contract,
4. The Bid Submission Form or Proposal of the Vendor (if any) with solicitation title and matching identification number to this Contract.

E. Effective Date

The Effective Date of this Contract shall be the last to occur of (1) the date on which the Contractor's Representative signs the Contract, (2) the date on which the Mayor signs the Contract, and (3) the date that all conditions precedent to formation are satisfied.

III. PERFORMANCE

A. Scope of Work

1. Services Provided by Contractor

- (a) Collect and properly dispose of all trash and garbage (as both are hereinafter defined) from all residences and businesses not served by dumpsters within the Town of Occoquan.

For the purposes of this Agreement, trash and garbage shall include, but not be limited to, the following items (all hereafter to be known as "Household Trash"):

- i. Garbage of all kinds
- ii. Cans, bottles and paper cartons, which are not part of the Town's Recycling Program.
- iii. Newspapers and magazines that are not part of the Town's Recycling Program.

- (b) Collect and properly dispose of all bulk trash (as hereafter defined) from all residences and businesses not served by dumpsters within the Town of Occoquan; provided, however, that each residence shall be limited to four (4) items of bulk trash per collection.

For the purposes of this Agreement, bulk trash shall include, but not be limited to the following items (all hereinafter to be known as Bulk Trash):

- i. Discarded furniture disassembled to a reasonable size.
- ii. Appliances, including washers, dryers, stoves, refrigerators, and other household items. Appliances which have CFC refrigerants and PCB type capacitors and similar items shall be disposed of according to all state, federal, county and local government requirements. Contractor recognizes that CFC refrigerants and PCB type capacitors and similar items require special handling and agrees to provide and be totally responsible for same.

- (c) Collect and deliver to an appropriate recycling entity all recyclables from all residences and businesses not served by dumpsters within the Town of Occoquan.

For the purposes of this Agreement, recyclables shall include, but not be limited to newspapers, magazines, and bottles. As other Recyclables are identified by the Contractor, Contractor shall inform each residence within the Town of Occoquan of such items. Occoquan agrees to use its Town Newsletter, website and e-newsletter as are then presently operating to notify its residents of the identification of such items as Recyclables.

- (d) Collect all yard waste from all residences and businesses not served by dumpsters within the Town of Occoquan. For the purpose of this Agreement, 'Yard Waste' shall include but not be limited to the following items (all hereafter to be known as 'Yard Waste'):
 - i. Tree trimmings in bundles no larger than four (4) feet in length.
 - ii. Leaves and other yard waste secured in bags weighing no more than 50 pounds.
- (e) Trash and Recycle Containers – The Contractor agrees to provide, repair and maintain containers for trash and garbage and recycling as follows. The Contractor shall repair or replace all existing 96 gallon trash containers and recycling containers that are damaged, lost or in need of repair. The Contractor shall provide new 64 gallon recycling containers for use in existing businesses and single family homes and 18 gallon recycling bins for all other residences, including town homes and mixed use residences. Upon request by the Town, the Contractor shall provide additional trash containers and recycling containers as described above as needed during the term of this Agreement for new residences or to replace trash containers and recycling containers that are lost, destroyed or need to be replaced, which will be delivered to the property by the Contractor on the next regular collection day. Contractor will provide repair and/or maintenance for normal wear and tear that occurs to containers, including, but not limited to, broken wheels or lids throughout the term of this Agreement. All such trash and garbage and recycling containers and all replacements, maintenance and repairs shall be provided by Contractor at no cost to the Town or any residence or business.
- (f) Except as provided elsewhere in this Agreement, neither Household Trash, Bulk Trash nor Recyclables shall include, and Contractor shall not be required to collect, automobile parts, corrosive items, oil or other heavy liquids, tree stumps, sod, dirt, building or plumbing materials and ashes.
- (g) The Contractor will be responsible for providing and servicing one six yard container to the municipal building which will be picked up and serviced once a week.
- (h) The Contractor will be responsible for providing and servicing eight (8) eight yard containers to the Town of Occoquan for its semi-annual Arts and Crafts Show during the first weekend in June and last weekend in September each year. Containers will be delivered on the Friday before the show (Saturday and Sunday) and picked up on the following Monday. This is performed twice per year.

2. Schedule of Services.

The Contractor shall render services on the following days and times:

- (a) Household Trash shall be collected on Wednesday of each week after 7:00 a.m. and before 7:00 p.m.
- (b) Bulk Trash shall be collected on Wednesday of each week after 7:00 a.m. and before 7:00 p.m.
- (c) Yard Waste shall be collected on Wednesday of each week after 7:00 a.m. and before 7:00 p.m.
- (d) Recycling materials shall be collected on Wednesday of each week after 7:00 a.m. and before 7:00 p.m.
- (e) Back door service will be provided for Occoquan elderly and persons with disabilities who live alone and are unable to handle moving their carts to the street. Occoquan must provide Contractor with a list of backdoor service residents, certifying that they live alone and are over 65 years old or disabled.
- (f) The Contractor will make every effort to complete collection services within the Town by 11:00 a.m.

3. Services Not Rendered:

- (a) On Christmas, New Year's Day, Memorial Day, Fourth of July, Labor Day, or Thanksgiving. Services will resume on the next regularly scheduled collection day.
- (b) If the streets are rendered impassable by reason of flood, waterline breakage, snow, ice, fire lines, construction or official declaration of emergency. In such event, Contractor shall provide notice to the Town of its inability to perform. Contractor shall thereupon in consultation with the Town reschedule the services. Notice required herein shall be by telephone to the Town Manager. If the Town Manager is unavailable, the Maintenance Supervisor shall be notified.
- (c) Contractor shall not alter or change the days and/or times of the rendering of its Services without obtaining the Town's prior written consent at least sixty (60) days prior to the date of the requested change.

4. Cost and Fees

- (a) Per household, per month: \$10.50; Household count: 452
- (b) Annual cost: \$56,952.00; Monthly cost: \$4,746.00
- (c) 1 - 6yd FL Trash Container, weekly: No Additional Charge

- (d) 8 – 8yd FL Trash Containers for semi-annual craft shows, June and September:
No Additional Charge
- (e) The Parties agree that the tipping fees presently charged by the County is \$0.00 per ton. Any increase in tipping fees charged by the County at its landfills during the term or terms hereof is not included in the cost hereof and the parties agree to negotiate the cost of any such increase or benefit from decrease as to who will bear the cost and/or benefit for same. If the parties are unable to agree who will bear the cost of any increase in tipping fees, the Town or the Contractor can terminate the agreement pursuant to Section IV of this agreement.
- (f) In further consideration of the provisions hereof, the Town agrees, upon 90 days advance written notice from the Contractor, to consider adjusting the payments due hereunder to the Contractor effective on the 1st Day of July beginning in 2017 and continuing each July 1st thereafter. Any such increase shall be a percentage increase limited to any increase in the Consumer Price Index (CPI) selected by the Town for the Baltimore/Washington Area for the proceeding twelve months as published by the Bureau of Labor Statistics. The parties agree that the base year for such calculations shall be the year beginning July 1, 2016 and ending June 30, 2017. No such adjustment shall be effective unless approved by the Town Council.

B. Notice to Proceed

After execution of the Contract and receipt of any documents required by the Contract Administrator before the Effective Date of this Contract, the Contract Administrator shall send the Contractor notice to proceed with the Contract as of a date convenient to the Town.

C. Contacts

In addition to the Contract Administrator and the Contractor's Representative, the parties may designate additional contacts for exchange of information.

D. Acceptance of Work

Performance of the work and delivery of all Goods shall be conducted and completed in accordance with recognized and customarily accepted industry practices and shall be considered complete when the services are approved as acceptable by the Contract Administrator. In the event of rejection of any deliverable, the Contractor shall be notified and shall have fourteen (14) calendar days from date of issuance of notification to correct the deficiencies and resubmit the deliverable.

E. Warranty

The Contractor warrants that all Services it performs and all Goods, Insurance, and Construction it delivers to the Town will be of good quality and meet the specifications of this Contract and of all literature supplied by the Contractor as part of the selection process which led to the award of this Contract. "Literature" as used in this provision means any and all brochures, fliers, catalogs, Proposals, web sites, email, or other information, in whatever written form, relating to the quality, utility, economic advantages, or composition of the Goods or Services. This warranty is in addition to and does not substitute for the Contractor's warranties of title, against infringement, of merchantability, and of fitness for particular purpose under Virginia Code §§ 8.2-312, 8.2-314, and 8.2-315, which the parties expressly agree to this Contract.

F. Invoices

1. Unless otherwise provided in the Solicitation, Vendor will submit all its invoices for payment in the fiscal year in which the Goods, Services, Insurance or Construction were provided or within thirty days thereafter. Late invoices are subject to rejection if no appropriated funds are available for their payment.
2. The invoice must be in the name of the Contractor unless an assignment has been received and approved by the Town.

G. Payment

1. In return for the goods, services, construction and/or insurance that are the subject of this Contract, and subject to section IV.D) of this Contract relating to "Non-appropriation of Funds," the Town shall compensate the Contractor within thirty (30) days after receipt of proper invoice for the amount of payment due or thirty (30) days after receipt of the goods or services, whichever is later provided that an unconditional lien release is provided from the Contractor and all subcontractors who provided any goods and/or services for which the Town is being charged.
2. With Construction contracts, the Town shall retain 10% of the amount earned for work done and materials delivered as retainage, to be paid in the final payment to the Contractor.
3. Within seven days after receipt of amounts paid to the Contractor by the Town for satisfactorily completed performance, the Contractor agrees to:
 - (a) Pay each subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by each subcontractor under that contract; or
 - (b) Notify the Town and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

If the Contractor after having received payment from the Town fails to pay each subcontractor its proportionate share of the total payment, the Contractor shall be

obligated to pay interest to each subcontractor on all amounts that remain unpaid after the seven days following receipt by the Contractor of payment from the Town. Under no circumstances will the Town pay or reimburse this interest payment.

4. Unless otherwise provided under the terms of this Contract or by statute, interest shall accrue at a rate of one percent per month or twelve percent per annum against the Contractor on any unpaid amounts owed to each subcontractor.
5. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
6. A Contractor that is an individual must provide his or her social security number and a Contractor that is any form of business entity must provide its federal employer identification number to the Contract Administrator before payment can be made. This requirement permits the Town to comply with federal reporting requirements for income tax.
7. The Town may offset any payment due to Contractor by any debt shown on the Town's accounts, even if a dispute exists as to the debt's validity or enforceability.

IV. TERM AND TERMINATION

A. Base Term and Extensions

1. The Term of this Agreement shall be for one (1) year commencing July 1, 2016. The Town shall have three (3) options, each to extend the term for a period of one year. Said option may be exercised at any time prior to expiration of the prior term by written notice from the Town to the Contractor.
2. This Contract may be extended as provided in the Solicitation or by change order or amendment. No extension in time may increase the price without a recorded affirmative vote of the Town Council. The Town may extend the term of this Contract for services to allow completion of work undertaken but not completed under its original term.

B. Termination for Default

1. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.
2. Except in an emergency endangering life, safety, or the operation of the public, the party claiming default shall provide notice and an opportunity to cure the default to the other party before terminating the Contract for default.

- (a) Notice of Default shall be given at least ten business days before the date set for termination and shall set forth the grounds for claiming default of the other party and the steps demanded to cure the default.
 - (b) If the party receiving the Notice of Default cures the default before the end of the cure period set out in the Notice, then the party sending the Notice of Default shall not terminate the Contract for default.
3. If the period for cure passes without curing of the default, then the party sending the Notice of Default may send a Notice of Termination for default to the defaulting party.
4. Default of one party shall not excuse the default of the other party. If either party is in default, either or both may send a Notice of Default and, if warranted, a Notice of Termination.

C. Termination for Convenience

1. The Town may terminate this Contract or any work or delivery required hereunder from time-to-time either in whole or in part, whenever the Contract Administrator, with the concurrence of the Town Council, determines that such termination is in the best interest of the Town.
2. Termination may occur in whole or as to any discrete part of the Contract. A partial termination shall set forth the portions of the Contract which are terminated.
3. The effective date of the termination shall be three days after issuance of a Notice of Termination signed by the Contract Administrator and Mayor and its mailing or delivery to the Contractor, or any later date specifically set forth in the Notice of Termination.

D. Termination for Non-Appropriation

1. If funds are not appropriated for purposes of this Contract for any succeeding fiscal year subsequent to the one in which this Contract is entered into, then the Town may terminate this Contract upon thirty (30) days written notice to the Contractor. The notice shall set forth the grounds for termination and its effective date.
2. If the Town terminates for non-appropriation, the Town shall be liable only for payments due through the effective date of termination.
3. Until the effective date of the termination, the Contractor shall continue to perform its duties under the Contract and is not excused from any portion of the Contract.

E. Claims Upon Termination

1. Upon receipt of a Notice of Termination, the Contractor shall:

- (a) Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
 - (b) Place no further orders with any subcontractors except as may be necessary to perform any portion of the Contract not subject to the Notice (in the case of partial termination only);
 - (c) Terminate all subcontractors except to the extent necessary to complete work which was not subject to the Notice (in the case of partial termination only);
 - (d) Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Contract Administrator; and
 - (e) Use its best efforts to mitigate any damages which may be sustained by the Contractor or any of its subcontractors as a consequence of termination under this clause.
2. After complying with the foregoing provisions, the Contractor shall submit a termination claim within thirty days unless an extension is granted by the Contract Administrator. This termination claim shall document all amounts due under this provision.
- (a) Upon receipt of the Contractor's termination claim, the Contract Administrator, with the approval of the Town Council, shall pay from the Town's budget the reasonable costs of termination, including a reasonable amount for profit on services delivered or completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the goods or services not delivered, or those goods or services not provided. The calculation of the amount to be paid the Contractor shall be documented and made a part of the Contract file.
 - (b) If the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Contract Administrator shall pay the Contractor from the Town's budget the amounts determined as follows, without duplicating any amount which may have already been paid under the preceding paragraph (a) of this clause 2:
 - i. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - Cost of the goods delivered or work performed; and
 - The cost of settling and paying any reasonable claims as provided above; and
 - A sum as profit on work performed determined by the Contract Administrator to be fair and reasonable.

- ii. The total sum to be paid shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of goods or services not terminated.
 - (c) If the Contractor is not satisfied with any payments which the Contract Administrator determines to be due under this provision, the Contractor may appeal any claim to the Town in accordance with section VI.C)(1), Submission of Disputes.
3. The Contractor shall include similar provisions for termination in any subcontractors and shall require subcontractors to make reasonable efforts to mitigate damages if the Contract is terminated. Failure to include such provisions shall bar the Contractor from any recovery from the Town whatsoever for loss or damage sustained by a subcontractor as a consequence of termination.

F. Survival of Certain Provisions After Termination

Notwithstanding the termination of this Contract, the following provisions remain in effect until they are waived in writing, expire by their own terms, or become unenforceable by operation of law: sections III.E, VI, VII.A), VII.B), and VII.D).

V. STATUTORY REQUIREMENTS

A. Employment Discrimination

In all contracts, regardless of contract amount, the Contractor will abide by the provisions of the Americans with Disabilities Act, and will require each sub-contractor to do so. If this Contract is for a consideration in excess of Ten Thousand Dollars (\$10,000.00), then during the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this paragraph.

4. The Contractor will include the provisions of this Contract paragraph in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

B. Ethics

The provisions contained in Chapter 43, Article 6, Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act, as set forth in the 1950 Code of Virginia, as amended, apply to this contract. The provisions of Article 6 of Chapter 43 supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

C. Drug-Free Workplace

During the performance of this contract the contractor agrees to:

1. Provide a drug-free workplace for the Contractor's employees.
2. Post in conspicuous places, available to employees and applicants for employment a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. State in all solicitations or advertisement for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace.
4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, or so that the provisions will be binding upon each subcontractor or vendor.

D. Faith-Based Organizations

The Town of Occoquan in procuring goods and services, or in making disbursements pursuant to this section, shall not discriminate against a faith-based organization on the basis of the organization's religious character or impose conditions that restrict the religious character of the faith-based organization, except funds provided for expenditure pursuant to contracts with public bodies shall not be spent on religious worship, instruction, or proselytizing, or impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursement.

E. Employment of Illegal Aliens

The contractor agrees that it does not, and shall not during the performance of this contract for goods and services, knowingly employ any unauthorized alien or aliens as defined in the federal Immigration Reform and Control Act of 1986.

F. Foreign And Domestic Business Authorized to Transact Business in the Commonwealth

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.
2. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of this contract. The Town may void any contract with a business entity if the business entity fails to remain in compliance with this provision.

VI. DISPUTES

A. Governing Law

This Contract is governed by the law of the Commonwealth of Virginia, including but not limited to the applicable portions of the Virginia Public Procurement Act (VPPA), Sections 2.2-4300 et seq. of the Code of Virginia (1950), as amended. As a town of less than 3,500 population, the Town is exempt from all portions of the VPPA except as provided in Virginia Code § 2.2-4343 A(9). The Town reserves the right to adopt generally applicable policies on procurement, which will apply to this Contract except to the extent anything in such policies is inconsistent with the express terms of this Contract.

B. Hold Harmless

1. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and its officers, agents, employees, community representatives, volunteers or others working on behalf of the Town from any and all claims, judgments, suits, losses, damages, payments, costs, fines and/or fees levied against the Owner and expenses of every nature and description, including attorney's fees, arising out of, connected or associated with or resulting from the lack of performance or the negligent performance of work as described in this Contract, Contract Documents or any agreement that results from this Contract. Further, if the Contractor subcontracts for

work, it will require in its subcontracts that each subcontractor indemnify, defend, and hold harmless the Town and its officers, agents, employees and community representatives, from any and all claims and losses accruing or resulting from the negligent performance of work as described in any agreement that results from this Contract.

2. To the fullest extent permitted by law, the Contractor shall also indemnify, defend, and hold harmless the Town and its officers, agents, employees, community representatives, volunteers or others working on behalf of the Town against all costs, including reasonable attorney's fees, arising from liens encumbering the Town's Property filed by subcontractors, sub-subcontractors, material suppliers, and all other persons and entities acting for and under the Contractor, and the Contractor shall immediately discharge or bond such liens off.
3. Virginia is a Dillon Rule state. Unless specifically permitted by statute, indemnification or any attempt to have the Town hold others harmless is invalid and unenforceable as an impermissible waiver of the Town's sovereign immunity which may create potential future debt in violation of Virginia Constitutional and statutory requirements. The Town cannot waive its sovereign immunity.

C. Conditions Precedent to Pursuit of Legal Remedies

Before the Contractor may exercise any legal remedy it may have in relation to rights arising out of this Contract, it must comply fully and strictly with each of the applicable conditions below. Failure to comply fully and strictly with an applicable condition precedent bars the Contractor from exercising any legal remedies it may otherwise have in relation to this Contract until it complies with the condition precedent or the Town knowingly and intentionally waives the condition precedent.

1. **Submission of Disputes:** A Contractor must submit any dispute arising out of this Contract to the Town for adjustment. In doing so, it shall provide all relevant evidence that bears on the Town's liability for the amount claimed or responsibility to grant any non-monetary relief requested.
2. Disputes by the Contractor with respect to this Contract shall be decided within fifteen (15) days from submission by the Town Council's designee, who shall reduce his/her decision to writing, and mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and binding unless within five (5) days from the date of such decision the Contractor mails or otherwise furnishes the Mayor a written appeal addressed to the Town Council. The Town Council shall consider the appeal and render its written decision within forty (40) days. The decision of the Town Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or as not supported by any evidence. Pending a final determination of a properly appealed decision of the Town Council's designee, the Contractor shall proceed diligently with the performance of the Contract in accordance with that decision.

D. Venue

Any action brought under this Contract must be brought in the state courts for the County of Prince William and may not be removed to the Federal Court system.

E. Limitations on Actions

Any action brought under this Contract, except an action for breach of warranty, shall be brought within the shorter of the statutory limitations period and the period of three years from the date of final payment without any tolling of this statutory limitations period for any reason whatsoever.

F. Waiver of Jury Trial

In any action brought under this Contract, the parties expressly waive their right to trial by jury and agree to submit all questions of fact to the judge as trier of fact.

VII. MISCELLANEOUS

A. Time of the Essence

Time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary.

1. If the Contractor at any time finds that the schedule will not be met for any reason, the Contractor shall so notify the Town in writing.
2. Where Contractor is prevented from completing any part of the Work within the Contract Period due to abnormal weather conditions the Contract Period will be extended in an amount calculated as stated in Subsection VI(B)(5) below if a Claim is made therefor in writing and provided to the Town within the time frame and in the manner prescribed and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension of the Contract Period under the Contract Documents.
3. Contractor acknowledges and agrees that adjustments in the Contract Period will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by Contractor; (ii) could not be limited or avoided by the Contractor's timely notice to the Town of the delay or reasonable likelihood that a delay will occur; and (iii) is of a duration not less than one day. Such an adjustment of time shall be Contractor's sole and exclusive remedy for the delays described in this Section.
4. Actual adverse weather delay days must prevent work on critical activities outdoors for fifty percent (50%) or more of Contractor's scheduled workday in order to be counted. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated

chronologically from the first to the last day of each month, and be recorded as full days. Where Contractor is prevented from completing any part of the Work within the Contract Period due to abnormal weather conditions, the Contract Period will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided herein. Abnormal weather conditions occur only if the total number of actual adverse weather days exceeds the standard for that month as shown in the following table:

<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
7	7	8	7	8	7	8	8	6	6	6	6

5. Upon commencement of on-site activities and continuing throughout construction, Contractor shall record daily the occurrence of adverse weather and resultant impact to normally scheduled work and within 30 days of the last day of any month (hereinafter referred to as the "Reporting Month"), Contractor shall submit a written adverse weather report, including copies of Contractor's daily weather reports and applicable climatological data from the National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location, unless the Town allows, in writing, an additional period of time for the submission of said report. Notwithstanding any other provisions, failure to submit the required written report within the time specified above shall be deemed to be and shall constitute a waiver by Contractor of any and all claims for delay due to adverse weather conditions occurring during said Reporting Month.
6. The Town shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
7. Contractor shall not be entitled to an adjustment in Contract Price or Contract Period for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

B. Liquidated Damages

1. If Contractor fails to complete the work within the time specified in this Contract, or any extension, or defaults in any other obligation called for under this Contract, then Contractor shall, in place of actual damages, pay to the Town as fixed, agreed, and liquidated damages, and not as a penalty, for each calendar day of delay the sum of One Thousand and 00/100 Dollars (\$1,000.00).
2. Alternatively, if performance is so delayed, the Town may terminate this Contract in whole or in part under the Default clause in this Contract and in that event, the Contractor shall be liable for fixed, agreed and liquidated damages accruing until the time the Town may reasonably obtain performance of similar services. The liquidated

damages shall be in addition to any increased costs incurred by the Town in completing the work and shall be paid to the Town upon demand.

3. The Contractor shall not be charged with liquidated damages when the delay in performance arises out of causes beyond the control and without the fault or negligence of the Contractor. Notwithstanding any other provisions of this Contract, it is mutually understood that any time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of this Contract. The change order granting the time extension may provide that the completion date will be extended only for those specific elements so delayed and that the remaining completion dates for all other portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages under the new completion schedule.

C. Integration Clause; Modifications to the Contract

1. This Contract, including its incorporated documents, contains the whole agreement between the parties as to its subject, and no prior or contemporaneous communications, representations, or agreements, written or verbal, may alter, add to, or contradict any provision in it. There are no promises, terms, conditions, or obligations related to the subject of this Contract other than those contained herein.
2. All modifications and changes to the Contract shall be in writing and signed by the party to be charged, or its authorized representative. Any attempted modification or change without the Town's written approval shall be void and shall be grounds for declaring a default.
3. The Contract Administrator, with the concurrence of the Town Council, shall have the authority to order changes in this Contract, which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order."
 - (a) Such orders shall be limited to reasonable changes in the supplies, services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.
 - (b) Contractor need not perform any work described in any Change Order unless it has received a written certification from the Town that there are funds budgeted and appropriated sufficient to cover the cost of such changes.
 - (c) The Contractor shall make a demand for payment for completed changed work within 30 days of completion of Change Order, unless such time period is extended in writing, or unless the Contract Administrator requires submission of a cost proposal prior to the initiation of any changed work or services.

(d) No claim for changes made by Change Order shall be considered if made after final payment in accordance with the Contract.

D. Examination of Records

1. The Contractor agrees that the Town or any duly authorized representative of the Town may have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of the Contractor related in any manner to this Contract. This right shall expire on the third anniversary of the issuance of final payment under this Contract.
2. The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the Town or any duly authorized representative may have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of such subcontractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. This right expires on the third anniversary of the issuance of final payment to the subcontractor.

E. Assignment of Rights

1. Antitrust: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Town all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town under said contract.
2. Warranty: By entering into a Contract, the Contractor conveys, sells, assigns and transfers to the Town all warranties related to goods provided to the Town under this Contract.

F. Incorporation of Town Fleet Vehicle Anti-Idling Policy

This Contract incorporates by reference the Town Fleet Vehicle Anti-Idling Policy, which applies to the Contractor.

G. Notices

Any notice or other communication pursuant to this Agreement shall be in writing and shall be deemed to have been duly given or made when personally delivered or three days after it is mailed in the United States Mail, registered or certified mail, postage prepaid, return receipt requested, to the following addresses:

If to the Town of Occoquan:

Town of Occoquan

Kirstyn Barr Jovanovich, Town Manager
314 Mill Street
PO Box 195
Occoquan, VA 22125

If to the Contractor:

Bates Trucking Company, Inc.
Bruce A. Bates, President
PO Box 91
Bladenburg, MD 20710

IN TESTIMONY WHEREOF, the Town of Occoquan has caused its name to be hereunto subscribed by **Elizabeth A.C. Quist**, its Mayor, with its corporate seal hereunto duly affixed and attested by its Clerk, pursuant to authority heretofore duly granted by the Town of Occoquan; and

Contractor has caused its name to be hereunto subscribed by Contractor's Representative, and (if a Corporation) has caused its corporate seal to be duly affixed and attested by the person authorized to do so, signifying that it intends to be bound by this Contract.

THE TOWN OF OCCOQUAN
By:

Mayor

ATTEST:

Clerk

Date

CONTRACTOR



Contractor's Representative

Contractor's Representative

Bruce A. Bates president
Print Name and Title

ATTEST:


Its: _____

Its:

7/18/2016
Date

Date



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

9. Regular Business	Meeting Date: July 12, 2016
9 E: Request to Approve FY 2017 Landscaping Contract	

Explanation and Summary:

In 2015, the Town issued RFP 2015-001 to seek proposals for landscaping maintenance within the Town of Occoquan. During the June 2, 2015 Regular meeting, Town Council awarded the landscaping contract to Virginia Lawn Service for comprehensive landscaping maintenance of town-owned property, including mowing, weeding, mulching planting and tree trimming and maintenance. The contract was for a one year term, with the option of up to three (3) one (1) year renewals. Based on increased needs, and the addition of maintenance responsibilities for River Mill Park, the contract has been revised with the attached Extension with Amendment for FY 2017. Virginia Lawn Service has performed well over the last year in providing the required services within the expected time frame, and has been found to be responsive to the Town's needs and requests.

FY 2016 Contract: \$12,765
FY 2017 Budget: \$13,083
FY 2017 Contract: \$17,375

Town Attorney's Recommendation: Recommend approval.

Town Manager's Recommendation: Recommend approval.

Cost and Financing: \$17,375
Account Number: Operating - Public Works - Contracts - Landscaping

Proposed/Suggested Motion:

"I move to approve the FY 2017 Extension with Amendment to the Town's contract with Virginia Lawn Service, Inc. for landscaping maintenance services (RFP2015-001) for an annual cost of \$17,375."

OR

Other action Council deems appropriate.

Attachments: (2) FY 2016 Contract - Landscaping Services
FY 2017 Contract Addendum

Location #5 Storage Building (Near BB&T ATM) Flower bed, mulching, weeding, pruning, plant annual flowers (30 NOT 50 FLOWERS)	\$59.58	\$715.00
Location #6 Visitor's Center, 200 Mill Street (Billed Separately from Monthly Invoice) Front and side Garden beds, mulching, weeding, pruning, plant annual flowers (25 NOT 50 FLOWERS)	\$85.83	\$1,030.00
Location #7 Mill House Museum, 458 Mill Street Garden bed, mulching, weeding, pruning; weed and mulch around historic signs leading to footbridge; mulch and weed area along black railing to the footbridge	\$75.00	\$900.00
Location #8 Entry Garden, Corner of Commerce and Washington Streets Applies to garden bed extending from Maintenance Facility to around on Washington Street; Garden bed, mulching, weeding, pruning, plant annual flowers (25 NOT 50 FLOWERS)	\$79.17	\$950.00
Location #9 River Mill Park, 460 Mill Street Mowing, tree and shrubbery maintenance, brick sidewalks (weed removal), mulching, plant annual flowers (25 FLOWERS NOT 50) Annual weed removal and reseeding of grass; aerate Remove leaves and debris off of Footbridge (NO Aerate, seed)	\$217.50	\$2,610.00
Location #10 Washington Street/Mill Street Intersection, Near 202 Mill Street Mow grass in rock area along sidewalk and mow grassy area around ATM parking lot along Mill and Washington Streets	\$20.00	\$240.00
Location #11 Street Rights-of-Ways (Historic District) Plant and care for grass and trees located within medians within the historic district; aerate annually <u>NO</u> Remove weeds from all brick sidewalks located within the historic district Prune trees located within town's right-of-ways Remove litter in right-of-ways	\$112.50	\$1,350.00
Location #12 Mill Street Cul-de-Sac Right-of-Way Weed, mulch and mow garden area with sign on corner; mow around cul-de-sac leading to Fairfax Water Entrance (left side of cul-de-sac facing River Mill Park)	\$60.00	\$720.00
Location #13 Commerce Street/Route 123 (Entry Sign) to Washington Street Mow, prune entry sign area on the corner of Commerce Street and Route 123 and cut back weeds from guardrail on Commerce Street from 123 to Washington Street; mow corner of Washington Street and Commerce Street (Ebenezer Baptist Church)	\$100.00	\$1,200.00
Location #14 Public Art Banner (Mill Street) Mulch, weed, and plant annuals along public art banner; cut back trees and overhanging vegetation as needed (25 NOT 50 FLOWERS)	\$28.33	\$340.00
Location #15 Furnace Branch Park (Washington Street) Mulch, weed and plant annuals along fence line; prune trees and cut back vegetation from fence line as needed (25 NOT 50 FLOWERS)	\$35.00	\$420.00

Location #16 Town Parking Lots (Mill Street and Ellicott Street) Mow easements around Town parking lots	<u>\$ 30.00</u>	<u>\$ 360.00</u>
Location #17 Private Property (401 Mill Street) (Billed Separately from Monthly Invoice) Mowing	<u>\$ 30.00</u>	<u>\$ 360.00</u>
Location # 18 River Road - Dead End Mowing	<u>\$ 30.00</u>	<u>\$ 360.00</u>
Location #19 River Mill Park Refresh stone dust trail each spring (annual)	<u>ϕ</u>	<u>ϕ</u>
Location #20 Poplar Alley Weed eat vegetation along Poplar Alley (as needed)	<u>\$ 30.00</u>	<u>\$ 360.00</u>
TOTAL ALL LOCATIONS	<u>\$ 1,447.92</u>	<u>\$ 17,375.00</u>
BPOL License No. _____		

DATE OF THIS EXTENSION: _____

CONTRACTOR:

 7/18/16

Virginia Lawn Service, Inc.
Kenton Sovine
1051-A Cannons Court
Woodbridge, VA 22191
(703) 494-4857

TOWN OF OCCOQUAN

Kirstyn Barr Jovanovich
Town Manager

Elizabeth A.C. Quist
Mayor

TOWN OF OCCOQUAN
STANDARD CONTRACT FOR GOODS, SERVICES, CONSTRUCTION AND INSURANCE

This Contract is entered into on and as of its Effective Date by and between the TOWN OF OCCOQUAN , a body politic and corporate of the Commonwealth of Virginia (hereinafter, "Town"), and **Virginia Lawn Service** (hereinafter "Contractor"), for Goods, Services, Construction and/or Insurance identified herein, on the following terms and conditions:

SOLICITATION TITLE: Landscaping Maintenance Services

SOLICITATION NUMBER: RFP # 2015-001

I. DEFINITIONS

- A. Capitalized terms that are defined in the VPPA, Town Policy, or the Town's standard Solicitation for Goods, Services, Construction or Insurance have the same meanings in this Contract as are given in that law, policy, or Solicitation. Capitalized terms not defined in those sources but used in this Contract have the following meanings, unless the context clearly requires otherwise. Undefined terms have their common meanings appropriate to their context.
1. "Contract Administrator" means the person designated by the Town Council to administer the Contract for the Town. The initial Contract Administrator is **Kirstyn Jovanovich** but the Town Council may designate a new Contract Administrator by notice to the Contractor.
 2. "Contractor's Representative" means the person who is responsible for the performance obligation of the Contractor under this Contract. The initial Contractor's Representative is **Kent Sovine**, but the Contractor may designate a new Contractor's Representative by notice to the Town.
 3. "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
 4. "Notice of Default" means a notice sent to the other party's designee (Contract Administrator for the Town, Contractor's Representative for the Contractor) setting forth the facts showing that party to be in default under the Contract.
 5. "Notice of Termination" means a notice sent to the other party's designee (Contract Administrator for the Town, Contractor's Representative for the Contractor) informing that party of the termination of the Contract as of a particular date.
 6. "Town" means the Town of Occoquan, Virginia, the Town Council, or the Council's designee assigned responsibility for this Contract, as permitted by the context.
 7. "Using Department" for purposes of this Contract shall mean the Town Manager.

II. FORMATION

A. Conditions Precedent to Formation:

Before any Contract between the Town and the Contractor is effective, the following conditions precedent must be satisfied. Satisfaction of these conditions is the responsibility of the Contractor. If, after performance under the Contract, the Town learns that a condition precedent was not met, the Town may, if permitted by law, ratify the Contract by affirmative recorded vote or may disclaim it, in its sole discretion.

1. Insurance: If the Solicitation requires certain insurance, the Contractor must provide proof of insurance in the amounts required by the Solicitation with an insurance company licensed to do business in the Commonwealth of Virginia.
2. Bonds: If the Solicitation requires payment or performance bonds, then bonds with surety satisfactory to the Town attorney shall be submitted to the Contract Administrator for approval.
3. Permits and licenses: If the procurement of the Goods, Services, Insurance or Construction that is the subject of this Contract requires possession of any licenses or receipt of any permits other than construction permits, then Contractor shall obtain those licenses and permits.
4. Payment of Debts: Contractor must pay all amounts shown as due to the Town on the Town's accounts, even if a dispute exists as to the debt's validity or enforceability.

B. Parties

1. The sole parties to this Contract are the Town of Occoquan and the Contractor.
2. Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the Town in advance. No assignment without such permission will relieve the Contractor of any responsibility under this Contract.
3. There are no intended third party beneficiaries of this Contract, unless it is made available by rider for other governmental entities to use. Making the Contract available to them by rider is the sole extent of the intended third party benefit.
4. If this Contract is made available by rider for other governmental entities to use, any contracts formed between the Contractor and such other governmental entities shall be solely between those parties. The Town shall not be a party to any of these Contracts.
5. Contractor may not subcontract any of the work under this Contract without the prior, written approval of the Town, which will not be unreasonably withheld. The Contractor will, prior to award of the contract, provide the Town with a written list of each proposed subcontractor and the work to be done by that subcontractor. The Town

shall, after reasonable investigation, promptly inform the Contractor if it objects to a particular subcontractor. If the Town objects, the Contractor will not use that subcontractor for any part of the work and will promptly submit in writing for the Town's approval the name of another subcontractor (or propose to use the Contractor's own personnel) to perform those portions of the work. The Contractor will not change a subcontractor without giving the Town written notice of the proposed new Subcontractor and receiving the Town's approval after reasonable investigation. If the Town objects, the Contractor will either retain the existing subcontractor or propose a different subcontractor to the Town for approval. It is the Contractor's responsibility to obtain subcontractors whom the Town approves, and no delay due to the Town's objection to a subcontractor will authorize any change in the time required to perform the work.

C. Authority to Execute

By executing this Contract on behalf of Contractor, the Contractor's Representative warrants that he or she has full authority to do so.

D. Incorporation of Documents

The Contract consists of the following documents, which are hereby incorporated by reference and fully made a part of the Contract. This Contract and the incorporated documents describe the subject of the Procurement, the particulars of its performance, the process and time for payment, and the rights and remedies of the parties (collectively, "the terms"). In case of any conflict between those documents' terms, the documents shall be given precedence in the following order, from highest to lowest:

1. The Specifications of the Solicitation (if any) with solicitation title and matching identification number to this Contract,
2. This Contract,
3. The General Provisions of the Solicitation (if any) with solicitation title and matching identification number to this Contract,
4. The Bid Submission Form or Proposal of the Vendor (if any) with solicitation title and matching identification number to this Contract.

If there was no formal Solicitation, the specifications must be attached to this Contract and separately signed or initialed for them to be valid.

E. Effective Date

The Effective Date of this Contract shall be the last to occur of (1) the date on which the Contractor's Representative signs the Contract, (2) the date on which the Mayor signs the Contract, and (3) the date that all conditions precedent to formation are satisfied.

III. PERFORMANCE

A. Scope of Work

As set forth in RFP for Landscaping Maintenance Services, RFP # 2015-001, including the following revisions made during the RFP review period:

1. Removal of landscaping services at the Visitor's Center.
2. Addition of landscaping services on public property at the end of River Road.
3. Addition of a full-year of landscaping services at River Mill Park.

B. Notice to Proceed

After execution of the Contract and receipt of any documents required by the Contract Administrator before the Effective Date of this Contract, the Contract Administrator shall send the Contractor notice to proceed with the Contract as of a date convenient to the Town.

C. Contacts

In addition to the Contract Administrator and the Contractor's Representative, the parties may designate additional contacts for exchange of information.

D. Acceptance of Work

Performance of the work and delivery of all Goods shall be conducted and completed in accordance with recognized and customarily accepted industry practices and shall be considered complete when the services are approved as acceptable by the Contract Administrator. In the event of rejection of any deliverable, the Contractor shall be notified and shall have fourteen (14) calendar days from date of issuance of notification to correct the deficiencies and resubmit the deliverable.

E. Warranty

The Contractor warrants that all Services it performs and all Goods, Insurance, and Construction it delivers to the Town will be of good quality and meet the specifications of this Contract and of all literature supplied by the Contractor as part of the selection process which led to the award of this Contract. "Literature" as used in this provision means any and all brochures, fliers, catalogs, Proposals, web sites, email, or other information, in whatever written form, relating to the quality, utility, economic advantages, or composition of the Goods or Services. This warranty is in addition to and does not substitute for the Contractor's warranties of title, against infringement, of merchantability, and of fitness for particular purpose under Virginia Code §§ 8.2-312, 8.2-314, and 8.2-315, which the parties expressly agree apply to this Contract.

F. Invoices

1. Unless otherwise provided in the Solicitation, Vendor will submit all its invoices for payment in the fiscal year in which the Goods, Services, Insurance or Construction were provided or within thirty days thereafter. Late invoices are subject to rejection if no appropriated funds are available for their payment.

2. The invoice must be in the name of the Contractor unless an assignment has been received and approved by the Town.

G. Payment

1. In return for the goods, services, construction and/or insurance that are the subject of this Contract, and subject to section IV.D) of this Contract relating to “Non-appropriation of Funds,” the Town shall compensate the Contractor within thirty (30) days after receipt of proper invoice for the amount of payment due or thirty (30) days after receipt of the goods or services, whichever is later provided that an unconditional lien release is provided from the Contractor and all subcontractors who provided any goods and/or services for which the Town is being charged.
2. With Construction contracts, the Town shall retain 10% of the amount earned for work done and materials delivered as retainage, to be paid in the final payment to the Contractor.
3. Within seven days after receipt of amounts paid to the Contractor by the Town for satisfactorily completed performance, the Contractor agrees to:
 - a. Pay each subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by each subcontractor under that contract; or
 - b. Notify the Town and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment.

If the Contractor after having received payment from the Town fails to pay each subcontractor its proportionate share of the total payment, the Contractor shall be obligated to pay interest to each subcontractor on all amounts that remain unpaid after the seven days following receipt by the Contractor of payment from the Town. Under no circumstances will the Town pay or reimburse this interest payment.

4. Unless otherwise provided under the terms of this Contract or by statute, interest shall accrue at a rate of one percent per month or twelve percent per annum against the Contractor on any unpaid amounts owed to each subcontractor.
5. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
6. A Contractor that is an individual must provide his or her social security number and a Contractor that is any form of business entity must provide its federal employer identification number to the Contract Administrator before payment can be made. This requirement permits the Town to comply with federal reporting requirements for income tax.

7. The Town may offset any payment due to Contractor by any debt shown on the Town's accounts, even if a dispute exists as to the debt's validity or enforceability.

IV. TERM AND TERMINATION

A. Base Term and Extensions

1. The base term for this Contract shall be for the period identified in the Solicitation or the approved schedule provided by the Town.
2. This Contract may be extended as provided in the Solicitation or by change order or amendment. No extension in time may increase the price without a recorded affirmative vote of the Town Council. The Town may extend the term of this Contract for services to allow completion of work undertaken but not completed under its original term.

B. Termination for Default

1. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.
2. Except in an emergency endangering life, safety, or the operation of the public, the party claiming default shall provide notice and an opportunity to cure the default to the other party before terminating the Contract for default.
 - a. Notice of Default shall be given at least ten business days before the date set for termination and shall set forth the grounds for claiming default of the other party and the steps demanded to cure the default.
 - b. If the party receiving the Notice of Default cures the default before the end of the cure period set out in the Notice, then the party sending the Notice of Default shall not terminate the Contract for default.
3. If the period for cure passes without curing of the default, then the party sending the Notice of Default may send a Notice of Termination for default to the defaulting party.
4. Default of one party shall not excuse the default of the other party. If either party is in default, either or both may send a Notice of Default and, if warranted, a Notice of Termination.

C. Termination for Convenience

1. The Town may terminate this Contract or any work or delivery required hereunder from time-to-time either in whole or in part, whenever the Contract Administrator, with the concurrence of the Town Council, determines that such termination is in the best interest of the Town.

2. Termination may occur in whole or as to any discrete part of the Contract. A partial termination shall set forth the portions of the Contract which are terminated.
3. The effective date of the termination shall be three days after issuance of a Notice of Termination signed by the Contract Administrator and Mayor and its mailing or delivery to the Contractor, or any later date specifically set forth in the Notice of Termination.

D. Termination for Non-Appropriation

1. If funds are not appropriated for purposes of this Contract for any succeeding fiscal year subsequent to the one in which this Contract is entered into, then the Town may terminate this Contract upon thirty (30) days written notice to the Contractor. The notice shall set forth the grounds for termination and its effective date.
2. If the Town terminates for non-appropriation, the Town shall be liable only for payments due through the effective date of termination.
3. Until the effective date of the termination, the Contractor shall continue to perform its duties under the Contract and is not excused from any portion of the Contract.

E. Claims Upon Termination

1. Upon receipt of a Notice of Termination, the Contractor shall:
 - a. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
 - b. Place no further orders with any subcontractors except as may be necessary to perform any portion of the Contract not subject to the Notice (in the case of partial termination only);
 - c. Terminate all subcontractors except to the extent necessary to complete work which was not subject to the Notice (in the case of partial termination only);
 - d. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Contract Administrator; and
 - e. Use its best efforts to mitigate any damages which may be sustained by the Contractor or any of its subcontractors as a consequence of termination under this clause.
2. After complying with the foregoing provisions, the Contractor shall submit a termination claim within thirty days unless an extension is granted by the Contract Administrator. This termination claim shall document all amounts due under this provision.

- a. Upon receipt of the Contractor's termination claim, the Contract Administrator, with the approval of the Town Council, shall pay from the Town's budget the reasonable costs of termination, including a reasonable amount for profit on services delivered or completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the goods or services not delivered, or those goods or services not provided. The calculation of the amount to be paid the Contractor shall be documented and made a part of the Contract file.
 - b. If the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Contract Administrator shall pay the Contractor from the Town's budget the amounts determined as follows, without duplicating any amount which may have already been paid under the preceding paragraph a of this clause 2:
 - i. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - Cost of the goods delivered or work performed; and
 - The cost of settling and paying any reasonable claims as provided above; and
 - A sum as profit on work performed determined by the Contract Administrator to be fair and reasonable.
 - ii. The total sum to be paid shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of goods or services not terminated.
 - c. If the Contractor is not satisfied with any payments which the Contract Administrator determines to be due under this provision, the Contractor may appeal any claim to the Town in accordance with section VI.C)(1), Submission of Disputes.
3. The Contractor shall include similar provisions for termination in any subcontractors and shall require subcontractors to make reasonable efforts to mitigate damages if the Contract is terminated. Failure to include such provisions shall bar the Contractor from any recovery from the Town whatsoever for loss or damage sustained by a subcontractor as a consequence of termination.

F. Survival of Certain Provisions After Termination

Notwithstanding the termination of this Contract, the following provisions remain in effect until they are waived in writing, expire by their own terms, or become unenforceable by operation of law: sections E, VI, VII.A), VII.B), and VII.D).

V. STATUTORY REQUIREMENTS

A. Employment Discrimination

In all contracts, regardless of contract amount, the Contractor will abide by the provisions of the Americans with Disabilities Act, and will require each sub-contractor to do so. If this Contract is for a consideration in excess of Ten Thousand Dollars (\$10,000.00), then during the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this paragraph.
4. The Contractor will include the provisions of this Contract paragraph in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

B. Ethics

The provisions contained in Chapter 43, Article 6, Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act, as set forth in the 1950 Code of Virginia, as amended, apply to this contract. The provisions of Article 6 of Chapter 43 supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

C. Drug-Free Workplace

During the performance of this contract the contractor agrees to:

1. Provide a drug-free workplace for the Contractor's employees.
2. Post in conspicuous places, available to employees and applicants for employment a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in

the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

3. State in all solicitations or advertisement for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace.
4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, or so that the provisions will be binding upon each subcontractor or vendor.

D. Faith-Based Organizations

The Town of Occoquan in procuring goods and services, or in making disbursements pursuant to this section, shall not discriminate against a faith-based organization on the basis of the organization's religious character or impose conditions that restrict the religious character of the faith-based organization, except funds provided for expenditure pursuant to contracts with public bodies shall not be spent on religious worship, instruction, or proselytizing, or impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursement.

E. Employment of Illegal Aliens

The contractor agrees that it does not, and shall not during the performance of this contract for goods and services, knowingly employ any unauthorized alien or aliens as defined in the federal Immigration Reform and Control Act of 1986.

F. Foreign And Domestic Business Authorized to Transact Business in the Commonwealth

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.
2. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of this contract. The Town may void any contract with a business entity if the business entity fails to remain in compliance with this provision.

VI. DISPUTES

A. Governing Law

This Contract is governed by the law of the Commonwealth of Virginia, including but not limited to the applicable portions of the Virginia Public Procurement Act (VPPA), Sections 2.2-4300 et seq. of the Code of Virginia (1950), as amended. As a town of less than 3,500 population, the Town is exempt from all portions of the VPPA except as provided in Virginia Code § 2.2-4343 A(9). The Town reserves the right to adopt generally applicable policies on procurement, which will apply to this Contract except to the extent anything in such policies is inconsistent with the express terms of this Contract.

B. Hold Harmless

1. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and its officers, agents, employees, community representatives, volunteers or others working on behalf of the Town from any and all claims, judgments, suits, losses, damages, payments, costs, fines and/or fees levied against the Owner and expenses of every nature and description, including attorney's fees, arising out of, connected or associated with or resulting from the lack of performance or the negligent performance of work as described in this Contract, Contract Documents or any agreement that results from this Contract. Further, if the Contractor subcontracts for work, it will require in its subcontracts that each subcontractor indemnify, defend, and hold harmless the Town and its officers, agents, employees and community representatives, from any and all claims and losses accruing or resulting from the negligent performance of work as described in any agreement that results from this Contract.
2. To the fullest extent permitted by law, the Contractor shall also indemnify, defend, and hold harmless the Town and its officers, agents, employees, community representatives, volunteers or others working on behalf of the Town against all costs, including reasonable attorney's fees, arising from liens encumbering the Town's Property filed by subcontractors, sub-subcontractors, material suppliers, and all other persons and entities acting for and under the Contractor, and the Contractor shall immediately discharge or bond such liens off.
3. Virginia is a Dillon Rule state. Unless specifically permitted by statute, indemnification or any attempt to have the Town hold others harmless is invalid and unenforceable as an impermissible waiver of the Town's sovereign immunity which may create potential future debt in violation of Virginia Constitutional and statutory requirements. The Town cannot waive its sovereign immunity.

C. Conditions Precedent to Pursuit of Legal Remedies

Before the Contractor may exercise any legal remedy it may have in relation to rights arising out of this Contract, it must comply fully and strictly with each of the applicable conditions below. Failure to comply fully and strictly with an applicable condition

precedent bars the Contractor from exercising any legal remedies it may otherwise have in relation to this Contract until it complies with the condition precedent or the Town knowingly and intentionally waives the condition precedent.

1. Submission of Disputes: A Contractor must submit any dispute arising out of this Contract to the Town for adjustment. In doing so, it shall provide all relevant evidence that bears on the Town's liability for the amount claimed or responsibility to grant any non-monetary relief requested.
2. Disputes by the Contractor with respect to this Contract shall be decided within fifteen (15) days from submission by the Town Council's designee, who shall reduce his/her decision to writing, and mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and binding unless within five (5) days from the date of such decision the Contractor mails or otherwise furnishes the Mayor a written appeal addressed to the Town Council. The Town Council shall consider the appeal and render its written decision within forty (40) days. The decision of the Town Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or as not supported by any evidence. Pending a final determination of a properly appealed decision of the Town Council's designee, the Contractor shall proceed diligently with the performance of the Contract in accordance with that decision.

D. Venue

Any action brought under this Contract must be brought in the state courts for the County of Prince William and may not be removed to the Federal Court system.

E. Limitations on Actions

Any action brought under this Contract, except an action for breach of warranty, shall be brought within the shorter of the statutory limitations period and the period of three years from the date of final payment without any tolling of this statutory limitations period for any reason whatsoever.

F. Waiver of Jury Trial

In any action brought under this Contract, the parties expressly waive their right to trial by jury and agree to submit all questions of fact to the judge as trier of fact.

VII. MISCELLANEOUS

A. Time of the Essence

Time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary.

1. If the Contractor at any time finds that the schedule will not be met for any reason, the Contractor shall so notify the Town in writing.

2. Where Contractor is prevented from completing any part of the Work within the Contract Period due to abnormal weather conditions the Contract Period will be extended in an amount calculated as stated in Subsection VI(B)(5) below if a Claim is made therefor in writing and provided to the Town within the time frame and in the manner prescribed and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension of the Contract Period under the Contract Documents.
3. Contractor acknowledges and agrees that adjustments in the Contract Period will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by Contractor; (ii) could not be limited or avoided by the Contractor's timely notice to the Town of the delay or reasonable likelihood that a delay will occur; and (iii) is of a duration not less than one day. Such an adjustment of time shall be Contractor's sole and exclusive remedy for the delays described in this Section.
4. Actual adverse weather delay days must prevent work on critical activities outdoors for fifty percent (50%) or more of Contractor's scheduled workday in order to be counted. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. Where Contractor is prevented from completing any part of the Work within the Contract Period due to abnormal weather conditions, the Contract Period will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided herein. Abnormal weather conditions occur only if the total number of actual adverse weather days exceeds the standard for that month as shown in the following table:

Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
7	7	8	7	8	7	8	8	6	6	6	6

5. Upon commencement of on-site activities and continuing throughout construction, Contractor shall record daily the occurrence of adverse weather and resultant impact to normally scheduled work and within 30 days of the last day of any month (hereinafter referred to as the "Reporting Month"), Contractor shall submit a written adverse weather report, including copies of Contractor's daily weather reports and applicable climatological data from the National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location, unless the Town allows, in writing, an additional period of time for the submission of said report. Notwithstanding any other provisions, failure to submit the required written report within the time specified above shall be deemed to be and shall constitute a waiver by Contractor of any and all claims for delay due to adverse weather conditions occurring during said Reporting Month.
6. The Town shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

7. Contractor shall not be entitled to an adjustment in Contract Price or Contract Period for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

B. Liquidated Damages

1. If Contractor fails to complete the work within the time specified in this Contract, or any extension, or defaults in any other obligation called for under this Contract, then Contractor shall, in place of actual damages, pay to the Town as fixed, agreed, and liquidated damages, and not as a penalty, for each calendar day of delay the sum of One Thousand and 00/100 Dollars (\$1,000.00).
2. Alternatively, if performance is so delayed, the Town may terminate this Contract in whole or in part under the Default clause in this Contract and in that event, the Contractor shall be liable for fixed, agreed and liquidated damages accruing until the time the Town may reasonably obtain performance of similar services. The liquidated damages shall be in addition to any increased costs incurred by the Town in completing the work and shall be paid to the Town upon demand.
3. The Contractor shall not be charged with liquidated damages when the delay in performance arises out of causes beyond the control and without the fault or negligence of the Contractor. Notwithstanding any other provisions of this Contract, it is mutually understood that any time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of this Contract. The change order granting the time extension may provide that the completion date will be extended only for those specific elements so delayed and that the remaining completion dates for all other portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages under the new completion schedule.

C. Integration Clause; Modifications to the Contract

1. This Contract, including its incorporated documents, contains the whole agreement between the parties as to its subject, and no prior or contemporaneous communications, representations, or agreements, written or verbal, may alter, add to, or contradict any provision in it. There are no promises, terms, conditions, or obligations related to the subject of this Contract other than those contained herein.
2. All modifications and changes to the Contract shall be in writing and signed by the party to be charged, or its authorized representative. Any attempted modification or change without the Town's written approval shall be void and shall be grounds for declaring a default.
3. The Contract Administrator, with the concurrence of the Town Council, shall have the authority to order changes in this Contract, which affect the cost or time of

performance. Such changes shall be ordered in writing specifically designated to be a "Change Order."

- a. Such orders shall be limited to reasonable changes in the supplies, services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.
- b. Contractor need not perform any work described in any Change Order unless it has received a written certification from the Town that there are funds budgeted and appropriated sufficient to cover the cost of such changes.
- c. The Contractor shall make a demand for payment for completed changed work within 30 days of completion of Change Order, unless such time period is extended in writing, or unless the Contract Administrator requires submission of a cost proposal prior to the initiation of any changed work or services.
- d. No claim for changes made by Change Order shall be considered if made after final payment in accordance with the Contract.

D. Examination of Records

1. The Contractor agrees that the Town or any duly authorized representative of the Town may have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of the Contractor related in any manner to this Contract. This right shall expire on the third anniversary of the issuance of final payment under this Contract.
2. The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the Town or any duly authorized representative may have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of such subcontractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. This right expires on the third anniversary of the issuance of final payment to the subcontractor.

E. Assignment of Rights

1. Antitrust: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Town all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town under said contract.

2. Warranty: By entering into a Contract, the Contractor conveys, sells, assigns and transfers to the Town all warranties related to goods provided to the Town under this Contract.

F. Incorporation of Town Fleet Vehicle Anti-Idling Policy

This Contract incorporates by reference the Town Fleet Vehicle Anti-Idling Policy, which applies to the Contractor.

IN TESTIMONY WHEREOF, the Town of Occoquan has caused its name to be hereunto subscribed by **Elizabeth A.C. Quist**, its Mayor, with its corporate seal hereunto duly affixed and attested by its Clerk, pursuant to authority heretofore duly granted by the Town of Occoquan; and

Contractor has caused its name to be hereunto subscribed by Contractor's Representative, and (if a Corporation) has caused its corporate seal to be duly affixed and attested by the person authorized to do so, signifying that it intends to be bound by this Contract.

THE TOWN OF OCCOQUAN

CONTRACTOR

By:

Elizabeth A.C. Quist
Mayor

Kenton E. Souine
Contractor's Representative

KENTON E. SOUINE, PRES
Print Name and Title

ATTEST:

ATTEST:

[Signature]
Clerk

[Signature]
Its:

6-18-15
Date

6.11.15
Date



REQUEST FOR PROPOSAL

Town of Occoquan, VA

ISSUE DATE: April 16, 2015

RFP # 2015-001

TITLE: Landscaping Maintenance Services

MAY 11 2015

Received

The Town of Occoquan is requesting quotations for landscape maintenance services within the Town's historic district and public parks.

Responses are due at the Town of Occoquan Town Hall at 314 Mill Street, Occoquan, VA, by 3:00 p.m. on Friday, May 8, 2015. Proposals by telephone, electronic mail or facsimile will not be accepted.

All inquiries for information regarding Proposal Submission requirements or Procurement Procedures shall be directed to the Town Manager. 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.

Kirstyn Barr Jovanovich
Town Manager, Town of Occoquan
PO Box 195, Occoquan, VA 22125
(703) 491-1918, Ext. 2
kjovanovich@occoquanva.gov

PROPOSALS SHALL BE CONTAINED WITHIN A SEALED ENVELOPE/ CONTAINER AND CLEARLY MARKED WITH "PROPOSAL #2015-001" & 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:

Virginia Lawn Service, Inc.
1051-A Cannons Ct, Woodbridge, VA 22191

Signature In Ink:

Kenton E. Sovine, Pres

KENTON E. SOVINE, PRES.
Print/Type



Reply to:
 Town of Occoquan
 PO Box 195, 314 Mill Street
 Occoquan, VA 22125

REQUEST FOR PROPOSAL
 This is not a contract.
 Submit quotation on this form.

RFP FORM – PRICING PAGE

Date: MAY 11, 2015	Subject: Landscape Maintenance	Bid Due Date: May 8, 2015, 3:00 p.m.	RFP NO. 2015-001
Bidder Information (Name, Address, Phone, Fax, Email)		Delivery within 30 Days	
VIRGINIA LAWN SERVICE, INC. 1051-A CANNONS COURT WOODBRIDGE, VA 22191		(703) 494-4877 FX (703) 832-5920	
Instructions to Bidders: Bids must be sealed with appropriate markings on the outside of the envelope or container. Quote lowest possible price and best delivery on items or services listed below. Advise what discount, if any, will be allowed for payment within a specified time. Terms and delivery date must be specified. Complete all items. Subject to terms and conditions on ATTACHED SHEETS.		Terms 3% 10 No. of Days Or NET 30 Days	
Item and Description	Monthly Price	Annual Price	
Location #1 Town Hall, 314 Mill Street Flower bed, mowing, trees and shrubbery, litter removal, brick sidewalks (weed removal), mulching, plant annual flowers	\$141.67	\$1,700.00	
Location #2 Mamie Davis Park, 205 Mill Street Flower bed, trees and shrubbery, litter removal, mowing, brick sidewalks (weed removal) mulching, plant annual flowers	\$183.33	\$2,200.00	
Location #3 Maintenance Facility, 124 Commerce Street Pruning, weeding, flower bed, mulching, mowing	\$77.92	\$935.00	
Location #4 Cooper's Alley (Between Madigan's Restaurant and Riverwalk Shops) Flower bed, shrubbery, mulching, weeding, pruning	\$31.25	\$375.00	
Location #5 Storage Building (Near BB&T ATM) Cut back shrubbery, weeding	\$31.25	\$375.00	
Location #6 Visitor's Center, 200 Mill Street Garden bed, mulching, weeding, pruning, plant annual flowers	N/A	N/A	

Location #7 Mill House Museum, 458 Mill Street Garden bed, mulching, weeding, pruning; weed and mulch around historic signs leading to footbridge; mulch and weed area at entry to foot bridge, plant annual flowers	<u>\$70.83</u>	<u>\$850.00</u>
Location #8 Entry Garden, Corner of Commerce and Washington Streets Applies to garden bed extending from Maintenance Facility to around on Washington Street; Garden bed, mulching, weeding, pruning, plant annual flowers	<u>\$87.50</u>	<u>\$1,050.00</u>
Location #9 River Mill Park (coming Spring of 2016), 460 Mill Street Mowing, tree and shrubbery maintenance, brick sidewalks (weed removal), mulching, plant annual flowers	\$127.50 <u>\$56.67</u>	\$1530 \$600.00 + \$50 K
Location #10 Post Office, 202 Mill Street Cut back weeds in rock area only	<u>\$20.83</u>	<u>\$250.00</u>
Location #11 Street Rights-of-Ways (Historic District) Plant and care for grass and trees located within medians within the historic district Remove weeds from all brick sidewalks located within the historic district Prune trees located within town's right-of-ways	<u>\$125.00</u>	<u>\$1,500.00</u>
Location #12 Mill Street Cul-de-Sac Right-of-Way Weed, mulch, mow portion of right-of-way with Town map, plant annual flowers	<u>\$54.17</u>	<u>\$650.00</u>
Location #13 Commerce Street/Route 123 (Entry Sign) Mow, prune entry sign area on the corner of Commerce Street and Route 123 and cut back weeds from guardrail on Commerce Street from 123 to Washington Street.	<u>\$75.00</u>	<u>\$900.00</u>
LOCATION #14 - RWR Rd - mow	<u>\$37.50</u>	<u>\$450.00</u>
TOTAL ALL LOCATIONS	<u>\$11,915</u>	<u>\$11,915</u>
Exceptions to Specifications SEE CLARIFICATION ATTACHMENT	992.00 \$12,765 \$1,063.75	12,765 + \$50 K 5/12/15
BPOL License No. <u>14L23330</u>		
Bidder Guarantees product or services offered will meet or exceed specifications identified in this Request for Proposal, subject to all conditions stated herein and on the attached sheets. By <u>Kenton E. [Signature]</u> Date <u>5/11/15</u> Title <u>PRESIDENT</u>		

RFP-2015-001-Landscape Maintenance Services – Town of Occoquan

2015-2016 Season Clarifications:

Mowing and weed eating – For all the locations requiring mowing we plan to visit 18 times for the contracted period (except River Mill Park which we will start Mowing in March 2106 for 8 visits in 2016). The requirement of visiting at least once per month will not provide a well-kept look for the town. Virginia Lawn Service, Inc. may visit 2 or if needed 3 times a month during growing season.

Location # 6 – Visitors Center is maintained by the County and not the Towns responsibility.

River Road – Location# 14 (new) – Mow and trim grassy area at end of River road on the same cycle of mowing as other locations. This location was inadvertently left off proposal.

Flowers – Where flowers are requested to be planted, VLS will plant twenty four (24) 6 inch pot annuals.

Weeding beds – VLS will visit on an average of 2 times a month to weed beds and control weed in brick sidewalks.

Trash will be picked-up as each visit occurs, regardless what that visit entails.

River Mill Park – Pricing is only for mowing at this time – cost for other services will provided in Spring when installed or appropriate.

Kirstyn Jovanovich

From: Kent Sovine <sovine.kent@gmail.com>
Sent: Wednesday, May 27, 2015 2:40 PM
To: Kirstyn Jovanovich
Subject: Re: New Cost

Correct

On May 27, 2015 2:33 PM, "Kirstyn Jovanovich" <kjovanovich@occoquanva.gov> wrote:

Kent,

I just want to verify that with the increase in the number of mows required for River Mill Park (+\$850), the total proposed contract cost is \$12,765 or \$1,063.75 per month for landscaping services within the Town of Occoquan, RFP 2015-001. Please advise.

Thank you,

Kirstyn

Kirstyn Barr Jovanovich

Town Manager

Town of Occoquan

314 Mill Street

PO Box 195

Occoquan, VA 22125

(703) 491-1918 Ext. 2

kjovanovich@OccoquanVA.gov

www.OccoquanVA.gov



REQUEST FOR PROPOSAL

ISSUE DATE: April 16, 2015

RFP # 2015-001

TITLE: Landscaping Maintenance Services

The Town of Occoquan is requesting quotations for landscape maintenance services within the Town’s historic district and public parks.

Responses are due at the Town of Occoquan Town Hall at 314 Mill Street, Occoquan, VA, by 3:00 p.m. on Friday, May 8, 2015. Proposals by telephone, electronic mail or facsimile will not be accepted.

All inquiries for information regarding Proposal Submission requirements or Procurement Procedures shall be directed to the Town Manager. 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.

Kirstyn Barr Jovanovich
Town Manager, Town of Occoquan
PO Box 195, Occoquan, VA 22125
(703) 491-1918, Ext. 2
kjovanovich@occoquanva.gov

PROPOSALS SHALL BE CONTAINED WITHIN A SEALED ENVELOPE/ CONTAINER AND CLEARLY MARKED WITH “PROPOSAL #2015-001” & 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

TABLE OF CONTENTS

I. Purpose.....Page 3

II. Contract Term.....Page 3

III. Pre-Bid Meeting/Tour.....Page 3

IV. Scope of Work.....Page 3

V. General Contract Terms and Conditions.....Page 5

VI. Attachments.....Page 8

 a. Trade Secrets/Proprietary Information Identification Form.....Page 8

 b. Pricing Page.....Page 9

 c. Landscape Maintenance Location Map.....Page 11

 d. Contract.....Page 21

- I. **PURPOSE:** The Town of Occoquan is seeking price quotes from a qualified vendor to furnish all labor, equipment, and materials to provide annual landscape maintenance services within the Town’s main business district.
- II. **CONTRACT TERM:** The Town will enter into a one (1) year contract with the selected vendor to provide the services listed below. The contract will commence on July 1, 2015 and terminate on June 30, 2016. The contract may be renewed annually, for up to three years, if agreed upon by both parties.
- III. **PRE-BID MEETING/TOUR:** Prospective vendors should familiarize themselves with the locations prior to submitting quotes and confirm any discrepancies with the Town’s representative. Vendors are invited to tour the project areas with the Town Manager and Maintenance Supervisor on Wednesday, April 29, or Thursday, April 30, 2015. Please contact Kirstyn Jovanovich at kjovanovich@occoquanva.gov or (703) 491-1918 Ext. 2 if you would like to arrange to visit the sites.
- IV. **SCOPE OF WORK:** The scope of work includes furnishing all labor, equipment and materials necessary to provide a comprehensive landscape maintenance program for all associated trees, brush and ground cover located on public property including right-of-ways, public buildings, parks and public gardens, mainly located within the Town’s historic district.

1. **LOCATIONS**

- Location #1 Town Hall, 314 Mill Street
Flower bed, mowing, trees and shrubbery, litter removal, brick sidewalks (weed removal), mulching, plant annual flowers
- Location #2 Mamie Davis Park, 205 Mill Street
Flower bed, trees and shrubbery, litter removal, mowing, brick sidewalks (weed removal) mulching, plant annual flowers
- Location #3 Maintenance Facility, 124 Commerce Street
Pruning, weeding, flower bed, mulching, mowing
- Location #4 Cooper’s Alley (Between Madigan’s Restaurant and Riverwalk Shops)
Flower bed, shrubbery, mulching, weeding, pruning
- Location #5 Storage Building (Near BB&T ATM)
Cut back shrubbery, weeding
- Location #6 Visitor’s Center, 200 Mill Street
Garden bed, mulching, weeding, pruning, plant annual flowers
- Location #7 Mill House Museum, 458 Mill Street
Garden bed, mulching, weeding, pruning; weed and mulch around historic signs leading to footbridge; mulch and weed area at entry to foot bridge, plant annual flowers
- Location #8 Entry Garden, Corner of Commerce and Washington Streets
Applies to garden bed extending from Maintenance Facility to around on Washington Street; Garden bed, mulching, weeding, pruning, plant annual flowers

- Location #9 River Mill Park (coming Spring of 2016), 460 Mill Street
Mowing, tree and shrubbery maintenance, brick sidewalks (weed removal), mulching, plant annual flowers
- Location #10 Post Office, 202 Mill Street
Cut back weeds in rock area only
- Location #11 Street Rights-of-Ways (Historic District)
Plant and care for grass and trees located within medians within the historic district
Remove weeds from all brick sidewalks located within the historic district
Prune trees located within town's right-of-ways
- Location #12 Mill Street Cul-de-Sac Right-of-Way
Weed, mulch, mow portion of right-of-way with Town map, plant annual flowers
- Location #13 Commerce Street/Route 123 (Entry Sign)
Mow, prune entry sign area on the corner of Commerce Street and Route 123 and cut back weeds from guardrail on Commerce Street from 123 to Washington Street.

2. **FREQUENCY:** All areas should be serviced at least once per month and the vendor shall perform the listed services. Services are to be provided 10 months per year; regular monthly maintenance shall be performed March through December. No regularly scheduled visits are required in January or February, but the vendor should be prepared to respond to specific requests from the Town in the event of damage to plants or other circumstances.
3. **MULCHING:** All individual trees, shrub and garden beds shall be mulched with premium quality shredded hardwood bark mulch. Bulk or bagged product is acceptable. Mulch shall be spread to a depth of 2-3 inches. Plantings shall be mulched a minimum of twice per year, with regular touch-ups as needed.
4. **WEEDING:** All beds, tree rings and sidewalks shall be kept substantially free of weeds at all times using manual and chemical control practices. At least 80% of the surface area of all mulched areas shall be weed free at all times.
5. **PRUNING:** Plants shall be pruned for structural stability, form and safety as needed. Prior to commencement of any maintenance activities, the vendor shall confer with the Town's Maintenance Supervisor to confirm a pruning plan for each of species of trees, grasses and shrubs. This plan shall be followed throughout the duration of the contract.
6. **REMOVAL AND REPLACEMENT:** The vendor shall be responsible for removing and disposing of plant materials that have been determined by the Maintenance Supervisor as deficient or dead. The plants shall be removed and a price quote for replacement shall be provided to the Town. Replacement shall be at the sole discretion of the Town and a reimbursement request for the new plantings shall be included in the monthly invoice.
7. **TRASH REMOVAL:** The vendor shall, during the course of their regular monthly, or otherwise scheduled visit, remove and dispose of all trash pieces greater than two square inches in size that may be found within the planting beds and park areas.
8. **BILLING:** Invoices for all work performed shall be submitted monthly to the Town Manager. Invoices should include a detailed description of all work performed.

V. GENERAL CONTRACT TERMS AND CONDITIONS

1. **SUBMITTAL INSTRUCTIONS:** One (1) original and two (2) copies of each bid must be submitted on the attached bid form and received by the Town of Occoquan, Town Manager, at the address shown on the cover page of this solicitation. Bids must be received no later than the date and time listed on the cover page of this solicitation. Bids in the form of telegrams, telephone, facsimiles or email messages will not be accepted.

Contractors shall complete and submit as their bid, the following documents:

- a. The return of the Request for Proposal cover sheet signed and filled out as required by a representative of the Vendor authorized to bind the firm into a contract.
 - b. 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. Vendors are responsible for checking the website frequently. Failure to acknowledge all addenda may result in the rejection of your proposal submission.
 - c. Include pricing page.
 - d. Include any additional information the vendor believes to be essential to a thorough evaluation of its proposal.
 - e. 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 Vendor. The Town must be able to contact references without notification to the Vendor.
2. **LATE BIDS:** Bids received after the submission deadline will be returned, unopened, provided a return address is visible.
 3. **ACCEPTANCE OR REJECTION OF BIDS:** The Town reserves the right to accept or reject any or all bids in whole or in part and to waive minor informalities in the process of awarding this contract.
 4. **COMPETITION INTENDED:** It is the Town's intent that the Request for Proposal permit competition. It shall be the offerors responsibility to advise the town Manager in writing of any language, requirements, specifications, etc. or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.
 5. **INQUIRIES COMMENTS CONCERNING SPECIFICATIONS:** Questions or comments concerning the specifications, contained herein must be received by the Town manager at least five (5) days prior to Bid Due Date. Any interpretation deemed to be material in nature or that alters the scope of the goods or services being requested will be expressed in the form of a written addendum. Such addendum will be sent to all prospective offerors no later than three (3) days prior to the due date. Verbal communications will not be binding.
 6. **COSTS INCURRED IN RESPONDING:** This solicitation does not commit the Town to pay any costs incurred in the preparation and submission of bids or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.
 7. **DISPOSITION OF BIDS:** All materials submitted in response to this RFP will become the property of the Town. One (1) copy of each bid shall be retained for official files and will become a public record. These records will be available for public inspection after award of contract. It is understood that the bid will become a part of the official file on this matter without obligation on the part of the Town except as

to the disclosure restrictions contained in Section 12. "Disclosure: Trade Secrets and Proprietary Information".

8. **DISCLOSURE-TRADE SECRETES AND PROPRIETARY INFORMATION:** In compliance with the Virginia Public Procurement Act (the "VPPA"), all bids will be available for public inspection. Trade secrets and proprietary information submitted by a vendor in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire bid is proprietary is unacceptable. A statement indicating that costs are to be protected is unacceptable.
9. **LAWS AND REGULATIONS:** The Offerors attention is directed to the fact that all applicable Commonwealth of Virginia laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the contract shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out it full.
10. **LICENSE REQUIREMENT:** All firms doing business for the Town of Occoquan are required to be licensed in accordance with the Town's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in Occoquan, VA are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Town Clerk at (703) 491-1918, Ext. 1. The BPOL license number, if applicable, must be indicated on the pricing page of this Invitation for Bid. Bidders submitting price quotes must be fully licensed to do business in Virginia.
11. **NON-ASSIGNMENT OF CONTRACT:** The contractor shall not assign the contract, or any portion thereof, without the advanced written permission of the Purchasing Officer, such permission not to be unreasonably withheld.
12. **CONTRACT AWARD:** The resulting contract will be issued to the lowest responsive, responsible bidder offering the lowest total cost of goods or services. Price quotes should be listed for each individual location and broken down to a fixed monthly cost for each. The Town intends to award a contract for all identified locations, but reserves the right to delete any individual location prior to contract award.
13. **INSURANCE REQUIREMENT:** Any vendor or contractor engaged to perform work on Town property shall not start work until they have obtained and provided at a minimum, proof of the insurance required below. Additionally, the contractor shall not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained.

These certificates must be forwarded to the Town Manager before the contract is signed.

Insurance Requirements:

Workers Compensation: Statutory Workers' Compensation and Employers' Liability insurance under the Commonwealth of Virginia statutory requirements.

Bodily Injury: \$2,000,000 each person
 \$2,000,000 each occurrence

Property Damage:
 Automobile: \$2,000,000 each accident

General Liability: \$2,000,000 each accident
 \$2,000,000 each occurrence

*Notice of cancellation must be on insurance certificate- No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty day written notice to the Purchasing Officer. The contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the contractor to deliver a new and valid certificate will result in suspension of all work and payments until the new certificate is furnished.

*The Town must be named as an additional insured. This proof must be in the form of a copy of the endorsement to your policy.

14. **CLAIMS:** The contractor shall be responsible for resolutions of any and all damage claims resulting from operations provided. Claims made to the Town as a result of operators provided under this contract will be referred to the contractor for handling. Failure to properly respond to and resolve claims constitutes unsatisfactory performance and may result in cancellation of the contract.



Reply to:
 Town of Occoquan
 PO Box 195, 314 Mill Street
 Occoquan, VA 22125

REQUEST FOR PROPOSAL
This is not a contract.
Submit quotation on this form.

RFP FORM - PRICING PAGE

Date:	Subject: Landscape Maintenance	Bid Due Date: May 8, 2015, 3:00 p.m.	RFP NO. 2015-001
Bidder Information (Name, Address, Phone, Fax, Email)			Delivery within ___ Days Terms ___% ___ No. of Days Or ___ NET 30 Days
Instructions to Bidders: Bids must be sealed with appropriate markings on the outside of the envelope or container. Quote lowest possible price and best delivery on items or services listed below. Advise what discount, if any, will be allowed for payment within a specified time. Terms and delivery date must be specified. Complete all items. Subject to terms and conditions on ATTACHED SHEETS.			
Item and Description		Monthly Price	Annual Price
Location #1 Town Hall, 314 Mill Street Flower bed, mowing, trees and shrubbery, litter removal, brick sidewalks (weed removal), mulching, plant annual flowers		_____	_____
Location #2 Mamie Davis Park, 205 Mill Street Flower bed, trees and shrubbery, litter removal, mowing, brick sidewalks (weed removal) mulching, plant annual flowers		_____	_____
Location #3 Maintenance Facility, 124 Commerce Street Pruning, weeding, flower bed, mulching, mowing		_____	_____
Location #4 Cooper's Alley (Between Madigan's Restaurant and Riverwalk Shops) Flower bed, shrubbery, mulching, weeding, pruning		_____	_____
Location #5 Storage Building (Near BB&T ATM) Cut back shrubbery, weeding		_____	_____
Location #6 Visitor's Center, 200 Mill Street Garden bed, mulching, weeding, pruning, plant annual flowers		_____	_____

Location #7 Mill House Museum, 458 Mill Street Garden bed, mulching, weeding, pruning; weed and mulch around historic signs leading to footbridge; mulch and weed area at entry to foot bridge, plant annual flowers	_____	_____
Location #8 Entry Garden, Corner of Commerce and Washington Streets Applies to garden bed extending from Maintenance Facility to around on Washington Street; Garden bed, mulching, weeding, pruning, plant annual flowers	_____	_____
Location #9 River Mill Park (coming Spring of 2016), 460 Mill Street Mowing, tree and shrubbery maintenance, brick sidewalks (weed removal), mulching, plant annual flowers	_____	_____
Location #10 Post Office, 202 Mill Street Cut back weeds in rock area only	_____	_____
Location #11 Street Rights-of-Ways (Historic District) Plant and care for grass and trees located within medians within the historic district Remove weeds from all brick sidewalks located within the historic district Prune trees located within town's right-of-ways	_____	_____
Location #12 Mill Street Cul-de-Sac Right-of-Way Weed, mulch, mow portion of right-of-way with Town map, plant annual flowers	_____	_____
Location #13 Commerce Street/Route 123 (Entry Sign) Mow, prune entry sign area on the corner of Commerce Street and Route 123 and cut back weeds from guardrail on Commerce Street from 123 to Washington Street.	_____	_____
TOTAL ALL LOCATIONS	_____	_____
Exceptions to Specifications _____ _____ _____		
BPOL License No. _____		
Bidder Guarantees product or services offered will meet or exceed specifications identified in this Request for Proposal, subject to all conditions stated herein and on the attached sheets. By _____ Date _____ Title _____		

Map - ALL LOCATIONS

Town of Occoquan



The information contained on this page is not to be construed or used as a legal description. Map information is believed to be accurate but accuracy is not guaranteed. Any errors or omissions should be reported to the Prince William County Geographic Information Systems Division of the Department of Information Technology. In no event will Prince William County be liable for any damages, including loss of data, lost profits, business interruption, loss of business information or other pecuniary loss that might arise from the use of this map or the information it contains.

Location #1

Town Hall - 314 Mill Street



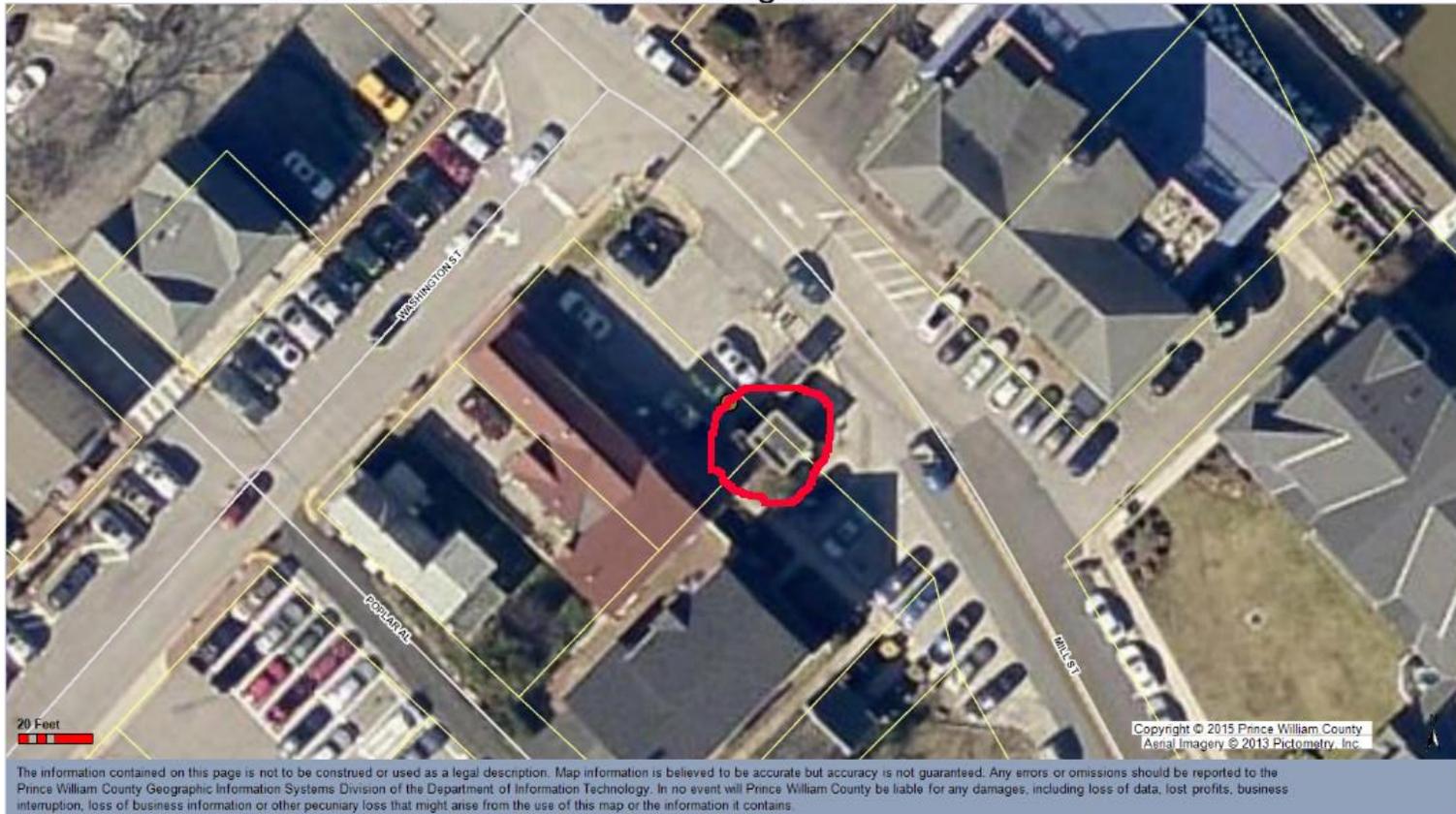
Mamie Davis Park and Coopers Alley - 205 Mill Street



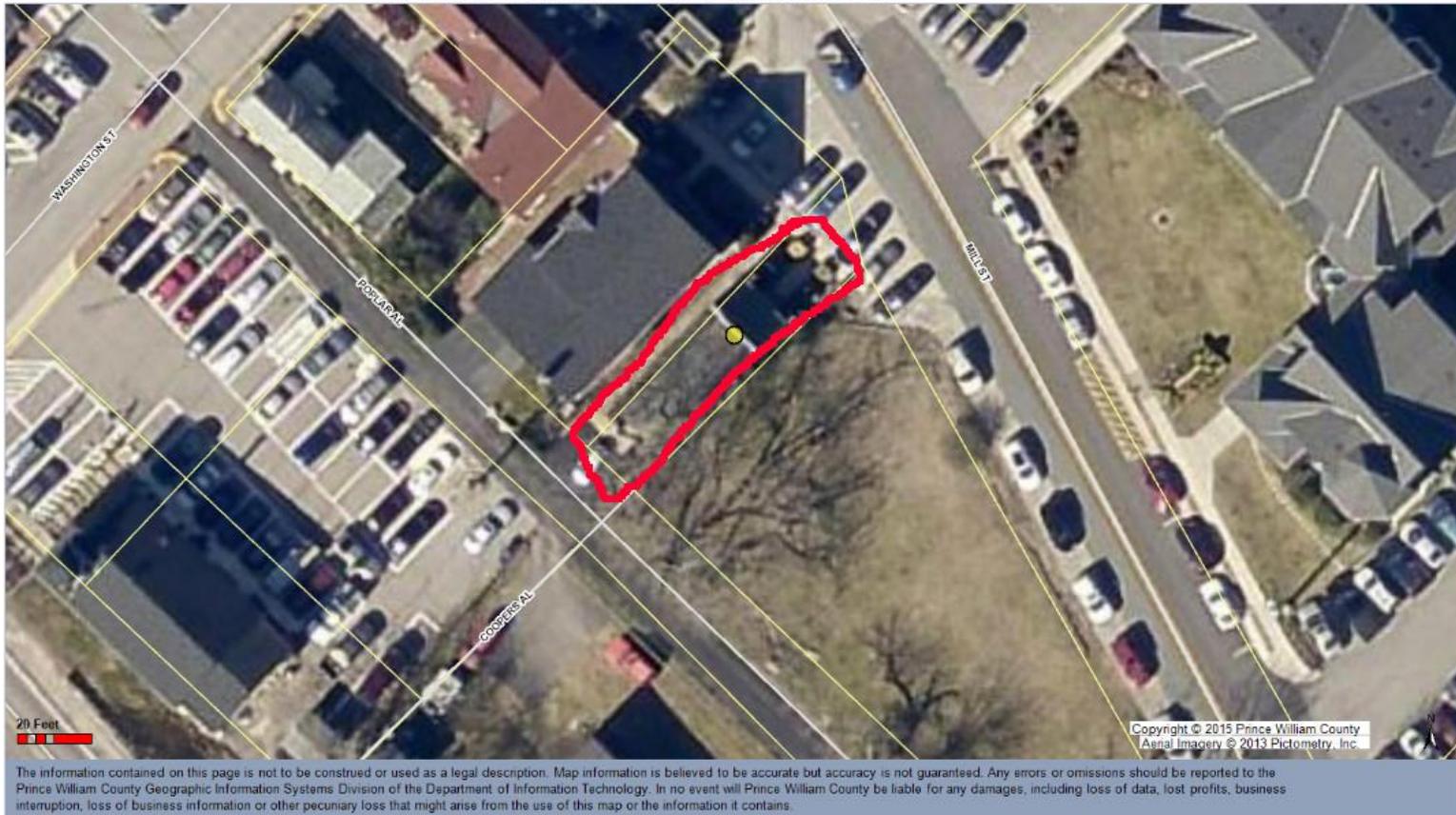
Annex and Welcome Sign - 124 Commerce Street



ATM - In Front of 203 Washington Street



Visitors Center - 200 Mill Street



Mill House Museum - 458 Mill Street



Location #9
To be open Spring 2016.

River Mill Park - 460 Mill Street



Location # 10

Post Office - Rocks - 202 Mill Street



Entry Sign - Commerce and Rt. 123



TOWN OF OCCOQUAN
STANDARD CONTRACT FOR GOODS, SERVICES, CONSTRUCTION AND INSURANCE

This Contract is entered into on and as of its Effective Date by and between the TOWN OF OCCOQUAN , a body politic and corporate of the Commonwealth of Virginia (hereinafter, “Town”), and _____ (hereinafter “Contractor”), for Goods, Services, Construction and/or Insurance identified herein, on the following terms and conditions:

SOLICITATION TITLE: Landscaping Maintenance Services

SOLICITATION NUMBER: RFP # 2015-001

I. DEFINITIONS

A. Capitalized terms that are defined in the VPPA, Town Policy, or the Town’s standard Solicitation for Goods, Services, Construction or Insurance have the same meanings in this Contract as are given in that law, policy, or Solicitation. Capitalized terms not defined in those sources but used in this Contract have the following meanings, unless the context clearly requires otherwise. Undefined terms have their common meanings appropriate to their context.

1. “Contract Administrator” means the person designated by the Town Council to administer the Contract for the Town. The initial Contract Administrator is **Kirstyn Jovanovich** but the Town Council may designate a new Contract Administrator by notice to the Contractor.
2. “Contractor's Representative” means the person who is responsible for the performance obligation of the Contractor under this Contract. The initial Contractor’s Representative is _____, but the Contractor may designate a new Contractor’s Representative by notice to the Town.
3. “Drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
4. “Notice of Default” means a notice sent to the other party’s designee (Contract Administrator for the Town, Contractor’s Representative for the Contractor) setting forth the facts showing that party to be in default under the Contract.
5. “Notice of Termination” means a notice sent to the other party’s designee (Contract Administrator for the Town, Contractor’s Representative for the Contractor) informing that party of the termination of the Contract as of a particular date.
6. “Town” means the Town of Occoquan, Virginia, the Town Council, or the Council’s designee assigned responsibility for this Contract, as permitted by the context.
7. “Using Department” for purposes of this Contract shall mean the Town Manager.

II. FORMATION

A. Conditions Precedent to Formation:

Before any Contract between the Town and the Contractor is effective, the following conditions precedent must be satisfied. Satisfaction of these conditions is the responsibility of the Contractor. If, after performance under the Contract, the Town learns that a condition precedent was not met, the Town may, if permitted by law, ratify the Contract by affirmative recorded vote or may disclaim it, in its sole discretion.

1. Insurance: If the Solicitation requires certain insurance, the Contractor must provide proof of insurance in the amounts required by the Solicitation with an insurance company licensed to do business in the Commonwealth of Virginia.
2. Bonds: If the Solicitation requires payment or performance bonds, then bonds with surety satisfactory to the Town attorney shall be submitted to the Contract Administrator for approval.
3. Permits and licenses: If the procurement of the Goods, Services, Insurance or Construction that is the subject of this Contract requires possession of any licenses or receipt of any permits other than construction permits, then Contractor shall obtain those licenses and permits.
4. Payment of Debts: Contractor must pay all amounts shown as due to the Town on the Town's accounts, even if a dispute exists as to the debt's validity or enforceability.

B. Parties

1. The sole parties to this Contract are the Town of Occoquan and the Contractor.
2. Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the Town in advance. No assignment without such permission will relieve the Contractor of any responsibility under this Contract.
3. There are no intended third party beneficiaries of this Contract, unless it is made available by rider for other governmental entities to use. Making the Contract available to them by rider is the sole extent of the intended third party benefit.
4. If this Contract is made available by rider for other governmental entities to use, any contracts formed between the Contractor and such other governmental entities shall be solely between those parties. The Town shall not be a party to any of these Contracts.
5. Contractor may not subcontract any of the work under this Contract without the prior, written approval of the Town, which will not be unreasonably withheld. The Contractor will, prior to award of the contract, provide the Town with a written list of each proposed subcontractor and the work to be done by that subcontractor. The Town

shall, after reasonable investigation, promptly inform the Contractor if it objects to a particular subcontractor. If the Town objects, the Contractor will not use that subcontractor for any part of the work and will promptly submit in writing for the Town's approval the name of another subcontractor (or propose to use the Contractor's own personnel) to perform those portions of the work. The Contractor will not change a subcontractor without giving the Town written notice of the proposed new Subcontractor and receiving the Town's approval after reasonable investigation. If the Town objects, the Contractor will either retain the existing subcontractor or propose a different subcontractor to the Town for approval. It is the Contractor's responsibility to obtain subcontractors whom the Town approves, and no delay due to the Town's objection to a subcontractor will authorize any change in the time required to perform the work.

C. Authority to Execute

By executing this Contract on behalf of Contractor, the Contractor's Representative warrants that he or she has full authority to do so.

D. Incorporation of Documents

The Contract consists of the following documents, which are hereby incorporated by reference and fully made a part of the Contract. This Contract and the incorporated documents describe the subject of the Procurement, the particulars of its performance, the process and time for payment, and the rights and remedies of the parties (collectively, "the terms"). In case of any conflict between those documents' terms, the documents shall be given precedence in the following order, from highest to lowest:

1. The Specifications of the Solicitation (if any) with solicitation title and matching identification number to this Contract,
2. This Contract,
3. The General Provisions of the Solicitation (if any) with solicitation title and matching identification number to this Contract,
4. The Bid Submission Form or Proposal of the Vendor (if any) with solicitation title and matching identification number to this Contract.

If there was no formal Solicitation, the specifications must be attached to this Contract and separately signed or initialed for them to be valid.

E. Effective Date

The Effective Date of this Contract shall be the last to occur of (1) the date on which the Contractor's Representative signs the Contract, (2) the date on which the Mayor signs the Contract, and (3) the date that all conditions precedent to formation are satisfied.

III. PERFORMANCE

A. Scope of Work

As set forth in RFP for Landscaping Maintenance Services, RFP # 2015-001.

B. Notice to Proceed

After execution of the Contract and receipt of any documents required by the Contract Administrator before the Effective Date of this Contract, the Contract Administrator shall send the Contractor notice to proceed with the Contract as of a date convenient to the Town.

C. Contacts

In addition to the Contract Administrator and the Contractor's Representative, the parties may designate additional contacts for exchange of information.

D. Acceptance of Work

Performance of the work and delivery of all Goods shall be conducted and completed in accordance with recognized and customarily accepted industry practices and shall be considered complete when the services are approved as acceptable by the Contract Administrator. In the event of rejection of any deliverable, the Contractor shall be notified and shall have fourteen (14) calendar days from date of issuance of notification to correct the deficiencies and resubmit the deliverable.

E. Warranty

The Contractor warrants that all Services it performs and all Goods, Insurance, and Construction it delivers to the Town will be of good quality and meet the specifications of this Contract and of all literature supplied by the Contractor as part of the selection process which led to the award of this Contract. "Literature" as used in this provision means any and all brochures, fliers, catalogs, Proposals, web sites, email, or other information, in whatever written form, relating to the quality, utility, economic advantages, or composition of the Goods or Services. This warranty is in addition to and does not substitute for the Contractor's warranties of title, against infringement, of merchantability, and of fitness for particular purpose under Virginia Code §§ 8.2-312, 8.2-314, and 8.2-315, which the parties expressly agree apply to this Contract.

F. Invoices

1. Unless otherwise provided in the Solicitation, Vendor will submit all its invoices for payment in the fiscal year in which the Goods, Services, Insurance or Construction were provided or within thirty days thereafter. Late invoices are subject to rejection if no appropriated funds are available for their payment.
2. The invoice must be in the name of the Contractor unless an assignment has been received and approved by the Town.

G. Payment

1. In return for the goods, services, construction and/or insurance that are the subject of this Contract, and subject to section IV.D) of this Contract relating to “Non-appropriation of Funds,” the Town shall compensate the Contractor within thirty (30) days after receipt of proper invoice for the amount of payment due or thirty (30) days after receipt of the goods or services, whichever is later provided that an unconditional lien release is provided from the Contractor and all subcontractors who provided any goods and/or services for which the Town is being charged.
2. With Construction contracts, the Town shall retain 10% of the amount earned for work done and materials delivered as retainage, to be paid in the final payment to the Contractor.
3. Within seven days after receipt of amounts paid to the Contractor by the Town for satisfactorily completed performance, the Contractor agrees to:
 - a. Pay each subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by each subcontractor under that contract; or
 - b. Notify the Town and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment.

If the Contractor after having received payment from the Town fails to pay each subcontractor its proportionate share of the total payment, the Contractor shall be obligated to pay interest to each subcontractor on all amounts that remain unpaid after the seven days following receipt by the Contractor of payment from the Town. Under no circumstances will the Town pay or reimburse this interest payment.

4. Unless otherwise provided under the terms of this Contract or by statute, interest shall accrue at a rate of one percent per month or twelve percent per annum against the Contractor on any unpaid amounts owed to each subcontractor.
5. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
6. A Contractor that is an individual must provide his or her social security number and a Contractor that is any form of business entity must provide its federal employer identification number to the Contract Administrator before payment can be made. This requirement permits the Town to comply with federal reporting requirements for income tax.
7. The Town may offset any payment due to Contractor by any debt shown on the Town’s accounts, even if a dispute exists as to the debt’s validity or enforceability.

IV. TERM AND TERMINATION

A. Base Term and Extensions

1. The base term for this Contract shall be for the period identified in the Solicitation or the approved schedule provided by the Town.
2. This Contract may be extended as provided in the Solicitation or by change order or amendment. No extension in time may increase the price without a recorded affirmative vote of the Town Council. The Town may extend the term of this Contract for services to allow completion of work undertaken but not completed under its original term.

B. Termination for Default

1. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.
2. Except in an emergency endangering life, safety, or the operation of the public, the party claiming default shall provide notice and an opportunity to cure the default to the other party before terminating the Contract for default.
 - a. Notice of Default shall be given at least ten business days before the date set for termination and shall set forth the grounds for claiming default of the other party and the steps demanded to cure the default.
 - b. If the party receiving the Notice of Default cures the default before the end of the cure period set out in the Notice, then the party sending the Notice of Default shall not terminate the Contract for default.
3. If the period for cure passes without curing of the default, then the party sending the Notice of Default may send a Notice of Termination for default to the defaulting party.
4. Default of one party shall not excuse the default of the other party. If either party is in default, either or both may send a Notice of Default and, if warranted, a Notice of Termination.

C. Termination for Convenience

1. The Town may terminate this Contract or any work or delivery required hereunder from time-to-time either in whole or in part, whenever the Contract Administrator, with the concurrence of the Town Council, determines that such termination is in the best interest of the Town.
2. Termination may occur in whole or as to any discrete part of the Contract. A partial termination shall set forth the portions of the Contract which are terminated.

3. The effective date of the termination shall be three days after issuance of a Notice of Termination signed by the Contract Administrator and Mayor and its mailing or delivery to the Contractor, or any later date specifically set forth in the Notice of Termination.

D. Termination for Non-Appropriation

1. If funds are not appropriated for purposes of this Contract for any succeeding fiscal year subsequent to the one in which this Contract is entered into, then the Town may terminate this Contract upon thirty (30) days written notice to the Contractor. The notice shall set forth the grounds for termination and its effective date.
2. If the Town terminates for non-appropriation, the Town shall be liable only for payments due through the effective date of termination.
3. Until the effective date of the termination, the Contractor shall continue to perform its duties under the Contract and is not excused from any portion of the Contract.

E. Claims Upon Termination

1. Upon receipt of a Notice of Termination, the Contractor shall:
 - a. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
 - b. Place no further orders with any subcontractors except as may be necessary to perform any portion of the Contract not subject to the Notice (in the case of partial termination only);
 - c. Terminate all subcontractors except to the extent necessary to complete work which was not subject to the Notice (in the case of partial termination only);
 - d. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Contract Administrator; and
 - e. Use its best efforts to mitigate any damages which may be sustained by the Contractor or any of its subcontractors as a consequence of termination under this clause.
2. After complying with the foregoing provisions, the Contractor shall submit a termination claim within thirty days unless an extension is granted by the Contract Administrator. This termination claim shall document all amounts due under this provision.
 - a. Upon receipt of the Contractor's termination claim, the Contract Administrator, with the approval of the Town Council, shall pay from the Town's budget the reasonable costs of termination, including a reasonable amount for profit on services delivered or completed. In no event shall this amount be greater than the

original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the goods or services not delivered, or those goods or services not provided. The calculation of the amount to be paid the Contractor shall be documented and made a part of the Contract file.

- b. If the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Contract Administrator shall pay the Contractor from the Town's budget the amounts determined as follows, without duplicating any amount which may have already been paid under the preceding paragraph a of this clause 2:
 - i. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - Cost of the goods delivered or work performed; and
 - The cost of settling and paying any reasonable claims as provided above; and
 - A sum as profit on work performed determined by the Contract Administrator to be fair and reasonable.
 - ii. The total sum to be paid shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of goods or services not terminated.
 - c. If the Contractor is not satisfied with any payments which the Contract Administrator determines to be due under this provision, the Contractor may appeal any claim to the Town in accordance with section VI.C)(1), Submission of Disputes.
3. The Contractor shall include similar provisions for termination in any subcontractors and shall require subcontractors to make reasonable efforts to mitigate damages if the Contract is terminated. Failure to include such provisions shall bar the Contractor from any recovery from the Town whatsoever for loss or damage sustained by a subcontractor as a consequence of termination.

F. Survival of Certain Provisions After Termination

Notwithstanding the termination of this Contract, the following provisions remain in effect until they are waived in writing, expire by their own terms, or become unenforceable by operation of law: sections E, VI, VII.A), VII.B), and VII.D).

V. STATUTORY REQUIREMENTS

A. Employment Discrimination

In all contracts, regardless of contract amount, the Contractor will abide by the provisions of the Americans with Disabilities Act, and will require each sub-contractor to do so. If this Contract is for a consideration in excess of Ten Thousand Dollars (\$10,000.00), then during the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this paragraph.
4. The Contractor will include the provisions of this Contract paragraph in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

B. Ethics

The provisions contained in Chapter 43, Article 6, Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act, as set forth in the 1950 Code of Virginia, as amended, apply to this contract. The provisions of Article 6 of Chapter 43 supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

C. Drug-Free Workplace

During the performance of this contract the contractor agrees to:

1. Provide a drug-free workplace for the Contractor's employees.
2. Post in conspicuous places, available to employees and applicants for employment a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

3. State in all solicitations or advertisement for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace.
4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, or so that the provisions will be binding upon each subcontractor or vendor.

D. Faith-Based Organizations

The Town of Occoquan in procuring goods and services, or in making disbursements pursuant to this section, shall not discriminate against a faith-based organization on the basis of the organization's religious character or impose conditions that restrict the religious character of the faith-based organization, except funds provided for expenditure pursuant to contracts with public bodies shall not be spent on religious worship, instruction, or proselytizing, or impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursement.

E. Employment of Illegal Aliens

The contractor agrees that it does not, and shall not during the performance of this contract for goods and services, knowingly employ any unauthorized alien or aliens as defined in the federal Immigration Reform and Control Act of 1986.

F. Foreign And Domestic Business Authorized to Transact Business in the Commonwealth

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.
2. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of this contract. The Town may void any contract with a business entity if the business entity fails to remain in compliance with this provision.

VI. DISPUTES

A. Governing Law

This Contract is governed by the law of the Commonwealth of Virginia, including but not limited to the applicable portions of the Virginia Public Procurement Act (VPPA), Sections 2.2-4300 et seq. of the Code of Virginia (1950), as amended. As a town of less than 3,500 population, the Town is exempt from all portions of the VPPA except as provided in

Virginia Code § 2.2-4343 A(9). The Town reserves the right to adopt generally applicable policies on procurement, which will apply to this Contract except to the extent anything in such policies is inconsistent with the express terms of this Contract.

B. Hold Harmless

1. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and its officers, agents, employees, community representatives, volunteers or others working on behalf of the Town from any and all claims, judgments, suits, losses, damages, payments, costs, fines and/or fees levied against the Owner and expenses of every nature and description, including attorney's fees, arising out of, connected or associated with or resulting from the lack of performance or the negligent performance of work as described in this Contract, Contract Documents or any agreement that results from this Contract. Further, if the Contractor subcontracts for work, it will require in its subcontracts that each subcontractor indemnify, defend, and hold harmless the Town and its officers, agents, employees and community representatives, from any and all claims and losses accruing or resulting from the negligent performance of work as described in any agreement that results from this Contract.
2. To the fullest extent permitted by law, the Contractor shall also indemnify, defend, and hold harmless the Town and its officers, agents, employees, community representatives, volunteers or others working on behalf of the Town against all costs, including reasonable attorney's fees, arising from liens encumbering the Town's Property filed by subcontractors, sub-subcontractors, material suppliers, and all other persons and entities acting for and under the Contractor, and the Contractor shall immediately discharge or bond such liens off.
3. Virginia is a Dillon Rule state. Unless specifically permitted by statute, indemnification or any attempt to have the Town hold others harmless is invalid and unenforceable as an impermissible waiver of the Town's sovereign immunity which may create potential future debt in violation of Virginia Constitutional and statutory requirements. The Town cannot waive its sovereign immunity.

C. Conditions Precedent to Pursuit of Legal Remedies

Before the Contractor may exercise any legal remedy it may have in relation to rights arising out of this Contract, it must comply fully and strictly with each of the applicable conditions below. Failure to comply fully and strictly with an applicable condition precedent bars the Contractor from exercising any legal remedies it may otherwise have in relation to this Contract until it complies with the condition precedent or the Town knowingly and intentionally waives the condition precedent.

1. **Submission of Disputes:** A Contractor must submit any dispute arising out of this Contract to the Town for adjustment. In doing so, it shall provide all relevant evidence that bears on the Town's liability for the amount claimed or responsibility to grant any non-monetary relief requested.

2. Disputes by the Contractor with respect to this Contract shall be decided within fifteen (15) days from submission by the Town Council's designee, who shall reduce his/her decision to writing, and mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and binding unless within five (5) days from the date of such decision the Contractor mails or otherwise furnishes the Mayor a written appeal addressed to the Town Council. The Town Council shall consider the appeal and render its written decision within forty (40) days. The decision of the Town Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or as not supported by any evidence. Pending a final determination of a properly appealed decision of the Town Council's designee, the Contractor shall proceed diligently with the performance of the Contract in accordance with that decision.

D. Venue

Any action brought under this Contract must be brought in the state courts for the County of Prince William and may not be removed to the Federal Court system.

E. Limitations on Actions

Any action brought under this Contract, except an action for breach of warranty, shall be brought within the shorter of the statutory limitations period and the period of three years from the date of final payment without any tolling of this statutory limitations period for any reason whatsoever.

F. Waiver of Jury Trial

In any action brought under this Contract, the parties expressly waive their right to trial by jury and agree to submit all questions of fact to the judge as trier of fact.

VII. MISCELLANEOUS

A. Time of the Essence

Time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary.

1. If the Contractor at any time finds that the schedule will not be met for any reason, the Contractor shall so notify the Town in writing.
2. Where Contractor is prevented from completing any part of the Work within the Contract Period due to abnormal weather conditions the Contract Period will be extended in an amount calculated as stated in Subsection VI(B)(5) below if a Claim is made therefor in writing and provided to the Town within the time frame and in the manner prescribed and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension of the Contract Period under the Contract Documents.

3. Contractor acknowledges and agrees that adjustments in the Contract Period will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by Contractor; (ii) could not be limited or avoided by the Contractor's timely notice to the Town of the delay or reasonable likelihood that a delay will occur; and (iii) is of a duration not less than one day. Such an adjustment of time shall be Contractor's sole and exclusive remedy for the delays described in this Section.
4. Actual adverse weather delay days must prevent work on critical activities outdoors for fifty percent (50%) or more of Contractor's scheduled workday in order to be counted. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. Where Contractor is prevented from completing any part of the Work within the Contract Period due to abnormal weather conditions, the Contract Period will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided herein. Abnormal weather conditions occur only if the total number of actual adverse weather days exceeds the standard for that month as shown in the following table:

Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
7	7	8	7	8	7	8	8	6	6	6	6

5. Upon commencement of on-site activities and continuing throughout construction, Contractor shall record daily the occurrence of adverse weather and resultant impact to normally scheduled work and within 30 days of the last day of any month (hereinafter referred to as the "Reporting Month"), Contractor shall submit a written adverse weather report, including copies of Contractor's daily weather reports and applicable climatological data from the National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location, unless the Town allows, in writing, an additional period of time for the submission of said report. Notwithstanding any other provisions, failure to submit the required written report within the time specified above shall be deemed to be and shall constitute a waiver by Contractor of any and all claims for delay due to adverse weather conditions occurring during said Reporting Month.
6. The Town shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
7. Contractor shall not be entitled to an adjustment in Contract Price or Contract Period for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

B. Liquidated Damages

1. If Contractor fails to complete the work within the time specified in this Contract, or any extension, or defaults in any other obligation called for under this Contract, then Contractor shall, in place of actual damages, pay to the Town as fixed, agreed, and liquidated damages, and not as a penalty, for each calendar day of delay the sum of One Thousand and 00/100 Dollars (\$1,000.00).
2. Alternatively, if performance is so delayed, the Town may terminate this Contract in whole or in part under the Default clause in this Contract and in that event, the Contractor shall be liable for fixed, agreed and liquidated damages accruing until the time the Town may reasonably obtain performance of similar services. The liquidated damages shall be in addition to any increased costs incurred by the Town in completing the work and shall be paid to the Town upon demand.
3. The Contractor shall not be charged with liquidated damages when the delay in performance arises out of causes beyond the control and without the fault or negligence of the Contractor. Notwithstanding any other provisions of this Contract, it is mutually understood that any time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of this Contract. The change order granting the time extension may provide that the completion date will be extended only for those specific elements so delayed and that the remaining completion dates for all other portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages under the new completion schedule.

C. Integration Clause; Modifications to the Contract

1. This Contract, including its incorporated documents, contains the whole agreement between the parties as to its subject, and no prior or contemporaneous communications, representations, or agreements, written or verbal, may alter, add to, or contradict any provision in it. There are no promises, terms, conditions, or obligations related to the subject of this Contract other than those contained herein.
2. All modifications and changes to the Contract shall be in writing and signed by the party to be charged, or its authorized representative. Any attempted modification or change without the Town's written approval shall be void and shall be grounds for declaring a default.
3. The Contract Administrator, with the concurrence of the Town Council, shall have the authority to order changes in this Contract, which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order."
 - a. Such orders shall be limited to reasonable changes in the supplies, services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

- b. Contractor need not perform any work described in any Change Order unless it has received a written certification from the Town that there are funds budgeted and appropriated sufficient to cover the cost of such changes.
- c. The Contractor shall make a demand for payment for completed changed work within 30 days of completion of Change Order, unless such time period is extended in writing, or unless the Contract Administrator requires submission of a cost proposal prior to the initiation of any changed work or services.
- d. No claim for changes made by Change Order shall be considered if made after final payment in accordance with the Contract.

D. Examination of Records

- 1. The Contractor agrees that the Town or any duly authorized representative of the Town may have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of the Contractor related in any manner to this Contract. This right shall expire on the third anniversary of the issuance of final payment under this Contract.
- 2. The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the Town or any duly authorized representative may have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of such subcontractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. This right expires on the third anniversary of the issuance of final payment to the subcontractor.

E. Assignment of Rights

- 1. Antitrust: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Town all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town under said contract.
- 2. Warranty: By entering into a Contract, the Contractor conveys, sells, assigns and transfers to the Town all warranties related to goods provided to the Town under this Contract.

F. Incorporation of Town Fleet Vehicle Anti-Idling Policy

This Contract incorporates by reference the Town Fleet Vehicle Anti-Idling Policy, which applies to the Contractor.

IN TESTIMONY WHEREOF, the Town of Occoquan has caused its name to be hereunto subscribed by _____, its Mayor, with its corporate seal hereunto duly affixed and attested by its Clerk, pursuant to authority heretofore duly granted by the Town of Occoquan; and

Contractor has caused its name to be hereunto subscribed by Contractor's Representative, and (if a Corporation) has caused its corporate seal to be duly affixed and attested by the person authorized to do so, signifying that it intends to be bound by this Contract.

THE TOWN OF OCCOQUAN

CONTRACTOR

By:

Mayor

Contractor's Representative

Print Name and Title

ATTEST:

ATTEST:

Clerk

Its:

Date

Date



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

9. Regular Business	Meeting Date: July 12, 2016
9 F: Request to Approve Volunteer Recognition Event Contract	

Explanation and Summary:

This is a request to set a not-to-exceed amount of \$1,500 for catering and event incidentals for the annual Volunteer Recognition Event. The event will be on Wednesday, April 20, at Bottle Stop, and is by invitation only to those who have recently volunteered for the town. The event will be held on an annual basis to thank volunteers for Town events and boards and commissions, and to recognize an annual winner of the Walter Bailey Volunteer of the Year Award.

The FY 2017 Budget includes \$1,500 in funding for the annual Volunteer Recognition Event.

Town Manager's Recommendation: Recommend approval.

Cost and Financing: \$1,500 (not to exceed)
Account Number: Operating - Parks and Events - Special Events - Volunteer Thank You Event

Proposed/Suggested Motion:

"I move to approve the proposal with Bottle Stop for the Volunteer Recognition Event and set a not-to-exceed amount of \$1,500 for the total event cost."

OR

Other action Council deems appropriate.

Attachments: (1) Bottle Stop Contract

Bottle Stop Wine Bar
 Kim/Emil Wigode
 PO Box 16
 311 Mill Street
 Occoquan, VA 22125



Town of Occoquan

INVOICE

Invoice # 0000027
Invoice Date 06/22/2016
Due Date 06/22/2016

Item	Description	Unit Price	Quantity	Amount
Product	Let's Date	1.00	100.00	100.00
Product	Cheese Platter	175.00	1.00	175.00
Product	Charcuterie Platter	150.00	1.00	150.00
Product	Parmesan-Asiago Dip	2.50	20.00	50.00
Product	Deviled Eggs - Chipotle Jalapeno	2.00	20.00	40.00
Product	Deviled Eggs - Salmon Wasabi	2.00	20.00	40.00
Product	Asparagus Dip w/ Crudite (ounces)	1.75	30.00	52.50
Product	Crab Cake Bites w/ Mango Salsa	3.00	30.00	90.00
Service	Gratuity (20%)	152.00	1.00	152.00

NOTES: Event will take place Wednesday, July 20th from 6 to 8pm. Invoice includes all taxes & gratuity on food. Happy Hour drink prices will be offered to all attendees.

	Subtotal	849.50
	+ Tax (3.00%)	20.93
	+ Tax (6.00%)	41.85
	Total	912.28
	Amount Paid	0.00
	Balance Due	\$912.28



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

9. Regular Business	Meeting Date: July 12, 2016
9 G: Request to Appoint FOIA Officer	

Explanation and Summary:

This is a request to appoint a FOIA Officer for the Town of Occoquan as required per Code of Virginia § 2.2-3704.1, Posting of notice of rights and responsibilities by state and local public bodies. This new law requires that all public bodies subject to FOIA provide the name and contact information of a FOIA officer, or officers, designated to assist requesters, and to whom FOIA requests can be sent.

It is recommended that the Town Council appoint Town Clerk Chris Coon as the Town's FOIA Officer. The Rights and Responsibilities are attached to this agenda item.

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 appoint Chris Coon, Town Clerk, as the Town's FOIA Officer."

OR

Other action Council deems appropriate.

Attachments: (1) FOIA Rights and Responsibilities

Rights & Responsibilities:

The Rights of Requesters and the Responsibilities of the Town of Occoquan under the Virginia Freedom of Information Act

The Virginia Freedom of Information Act (FOIA), located § 2.2-3700 et seq. of the Code of Virginia, guarantees citizens of the Commonwealth and representatives of the media access to public records held by public bodies, public officials, and public employees.

A public record is any writing or recording -- regardless of whether it is a paper record, an electronic file, an audio or video recording, or any other format -- that is prepared or owned by, or in the possession of a public body or its officers, employees or agents in the transaction of public business. All public records are presumed to be open, and may only be withheld if a specific, statutory exemption applies.

The policy of FOIA states that the purpose of FOIA is to promote an increased awareness by all persons of governmental activities. In furthering this policy, FOIA requires that the law be interpreted liberally, in favor of access, and that any exemption allowing public records to be withheld must be interpreted narrowly.

Your FOIA Rights

- You have the right to request to inspect **or** receive copies of public records, or both.
- You have the right to request that any charges for the requested records be estimated in advance.
- If you believe that your FOIA rights have been violated, you may file a petition in district or circuit court to compel compliance with FOIA. Alternatively, you may contact the FOIA Council for a nonbinding advisory opinion.

Making a Request for Records from the Town of Occoquan

- You may request records by U.S. Mail, fax, e-mail, in person, or over the phone. FOIA does not require that your request be in writing, nor do you need to specifically state that you are requesting records under FOIA.
 - From a practical perspective, it may be helpful to both you and the person receiving your request to put your request in writing. This allows you to create a record of your request. It also gives us a clear statement of what records you are requesting, so that there is no misunderstanding over a verbal request. However, we cannot refuse to respond to your FOIA request if you elect to not put it in writing.

- Your request must identify the records you are seeking with "reasonable specificity." This is a common-sense standard. It does not refer to or limit the volume or number of records that you are requesting; instead, it requires that you be specific enough so that we can identify and locate the records that you are seeking.
- Your request must ask for existing records or documents. FOIA gives you a right to inspect or copy **records**; it does not apply to a situation where you are asking general questions about the work of the Town of Occoquan, nor does it require the Town of Occoquan to create a record that does not exist.
- You may choose to receive electronic records in any format used by the Town of Occoquan in the regular course of business.
 - For example, if you are requesting records maintained in an Excel database, you may elect to receive those records electronically, via e-mail or on a computer disk, or to receive a printed copy of those records.
- If we have questions about your request, please cooperate with staff's efforts to clarify the type of records that you are seeking, or to attempt to reach a reasonable agreement about a response to a large request. Making a FOIA request is not an adversarial process, but we may need to discuss your request with you to ensure that we understand what records you are seeking.

To request records from the Town of Occoquan, you may direct your request to Christopher Coon, Town Clerk. He can be reached at ccoon@occoquanva.gov, (703)491-1918 Ext. 1, or at 314 Mill Street, Occoquan, VA 22125, Monday - Friday, 9 a.m. to 4 p.m. You may also contact him with questions you have concerning requesting records from the Town of Occoquan. In addition, the Freedom of Information Advisory Council is available to answer any questions you may have about FOIA. The Council may be contacted by e-mail at foiacouncil@dls.virginia.gov, or by phone at (804) 225-3056 or [toll free] 1-866-448-4100.

The Town of Occoquan Responsibilities in Responding to Your Request

- The Town of Occoquan must respond to your request within five working days of receiving it. "Day One" is considered the day after your request is received. The five-day period does not include weekends or holidays.
- The reason behind your request for public records from the Town of Occoquan is irrelevant, and you do not have to state why you want the records before we

respond to your request. FOIA does, however, allow the Town of Occoquan to require you to provide your name and legal address.

- FOIA requires that the Town of Occoquan make one of the following responses to your request within the five-day time period:
 - 1) We provide you with the records that you have requested in their entirety.
 - 2) We withhold all of the records that you have requested, because all of the records are subject to a specific statutory exemption. If all of the records are being withheld, we must send you a response in writing. That writing must identify the volume and subject matter of the records being withheld, and state the specific section of the Code of Virginia that allows us to withhold the records.
 - 3) We provide some of the records that you have requested, but withhold other records. We cannot withhold an entire record if only a portion of it is subject to an exemption. In that instance, we may redact the portion of the record that may be withheld, and must provide you with the remainder of the record. We must provide you with a written response stating the specific section of the Code of Virginia that allows portions of the requested records to be withheld.
 - 4) We inform you in writing that the requested records cannot be found or do not exist (we do not have the records you want). However, if we know that another public body has the requested records, we must include contact information for the other public body in our response to you.
 - 5) If it is practically impossible for the Town of Occoquan to respond to your request within the five-day period, we must state this in writing, explaining the conditions that make the response impossible. This will allow us seven additional working days to respond to your request, giving us a total of 12 working days to respond to your request.
- If you make a request for a very large number of records, and we feel that we cannot provide the records to you within 12 working days without disrupting our other organizational responsibilities, we may petition the court for additional time to respond to your request. However, FOIA requires that we make a reasonable effort to reach an agreement with you concerning the production or the records before we go to court to ask for more time.

Costs

- A public body may make reasonable charges not to exceed its actual cost incurred in accessing, duplicating, supplying, or searching for the requested records. No public body shall impose any extraneous, intermediary, or surplus fees or expenses to recoup the general costs associated with creating or maintaining records or transacting the general business of the public body. Any duplicating fee charged by a public body shall not exceed the actual cost of duplication. All charges for the supplying of requested records shall be estimated in advance at the request of the citizen as set forth in subsection F of § 2.2-3704 of the Code of Virginia.
- You may have to pay for the records that you request from the Town of Occoquan. FOIA allows us to charge for the actual costs of responding to FOIA requests. This would include items like staff time spent searching for the requested records, copying costs, or any other costs directly related to supplying the requested records. It cannot include general overhead costs.
- If we estimate that it will cost more than \$200 to respond to your request, we may require you to pay a deposit, not to exceed the amount of the estimate, before proceeding with your request. The five days that we have to respond to your request does not include the time between when we ask for a deposit and when you respond.
- You may request that we estimate in advance the charges for supplying the records that you have requested. This will allow you to know about any costs upfront, or give you the opportunity to modify your request in an attempt to lower the estimated costs.
- If you owe us money from a previous FOIA request that has remained unpaid for more than 30 days, the Town of Occoquan may require payment of the past-due bill before it will respond to your new FOIA request.

Types of Records

The following is a general description of the types of records held by the Town of Occoquan:

- Personnel records concerning employees and officials of the Town of Occoquan;
- Records of contracts which the Town of Occoquan has entered into;
- Official Town Meeting Minutes;

- Residential and Commercial Tax Information;
- Building, Zoning and Planning documentation.

If you are unsure whether the Town of Occoquan has the record(s) you seek, please contact Christopher Coon directly at ccoon@occoquanva.gov or (703)491-1918, Ext. 1.

Commonly Used Exemptions

The Code of Virginia allows any public body to withhold certain records from public disclosure. The Town of Occoquan commonly withholds records subject to the following exemptions:

- Personnel records (§ 2.2-3705.1 (1) of the Code of Virginia)
- Records subject to attorney-client privilege (§ 2.2-3705.1 (2)) or attorney work product (§ 2.2-3705.1 (3))
- Vendor proprietary information (§ 2.2-3705.1 (6))
- Records relating to the negotiation and award of a contract, prior to a contract being awarded (§ 2.2-3705.1 (12))
- Active Police Investigations

Policy Regarding the Use of Exemptions

- The general policy of the Town of Occoquan is to invoke the personnel records exemption in those instances where it applies in order to protect the privacy of employees and officials of the Town of Occoquan.
- The general policy of the Town of Occoquan is to invoke the contract negotiations exemption whenever it applies in order to protect the Town of Occoquan bargaining position and negotiating strategy.



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

9. Regular Business	Meeting Date: July 12, 2016
9 H: Request to Appoint Town Member to Occoquan River Communities Board	

Explanation and Summary:

This is a request to appoint a member to the Town's board position on the Occoquan River Communities (ORC) Board. Previously, former Councilmember Barry Dean served as the Town's representative; he has recently stepped down from this position.

ORC was founded in 2007 and is a not-for-profit organization whose mission is to "create a preferred destination along the Occoquan River and to foster responsible development, promotion and stewardship of the Occoquan Watershed." The Town is a member and the organization is made up of representatives from throughout the Occoquan region including the Workhouse Arts Center, Occoquan Regional Park, Tackett's Mill, Occoquan business community, Hoffmaster's Marina, Belmont Bay and more. The Town position's role will be to keep the ORC up-to-date on Town activities and to support ORC initiatives that support the organization's mission.

Town Attorney's Recommendation: The Town Council is able to appoint a Town representative to the ORC Board.

Town Manager's Recommendation: Recommend appointment of a Town representative to the ORC Board.

Cost and Financing: N/A
Account Number: N/A

Proposed/Suggested Motion:

"I move to appoint _____ as the Town's representative on the Occoquan River Communities (ORC) Board."

OR

Other action Council deems appropriate.

Attachments: (0) None.



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

9. Regular Business	Meeting Date: July 12, 2016
9 I: Request to Approve Revised Facility Use Agreement	

Explanation and Summary:

This is a request to approve the revised Facility Use Agreement. This will replace the form and fee structure for the Mamie Davis Park and Town Hall agreements. The single form incorporates all town facilities available for permitting including Town Hall, Mamie Davis Park and River Mill Park. Fairfax Water, as the property owner for River Mill Park, has reviewed the rules and regulations pertaining to River Mill Park; the Town Attorney has also reviewed the revised form. Fees collected as part of the Facility Use program will be used to fund future maintenance costs related to Town parks and facilities.

Town Attorney's Recommendation: Recommend approval.

Town Manager's Recommendation: Recommend approval.

Cost and Financing: N/A

Account Number: N/A

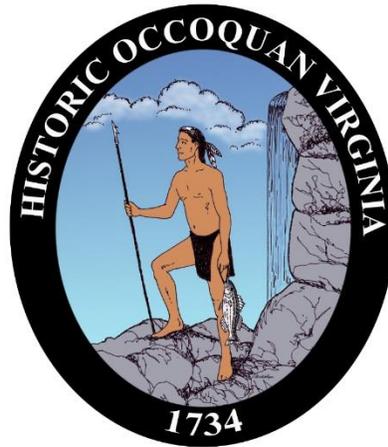
Proposed/Suggested Motion:

"I move to approve the revised Facility Use Agreement and Fee Structure, effective July 12, 2016."

OR

Other action Council deems appropriate.

Attachments: (1) Facility Use Agreement



TOWN OF OCCOQUAN

FACILITY USE GUIDELINES

Effective _____

Occoquan Town Hall
314 Mill Street | PO Box 195
Occoquan, VA 22125

www.occoquanva.gov
info@occoquanva.gov | (703) 491-1918

TABLE OF CONTENTS

Permit Fees and Information.....	Page 3
General Rules.....	Page 3
Use Guidelines	
Prohibited Uses and Activities.....	Page 4
River Mill Park.....	Page 4
Mamie Davis Park.....	Page 5
Town Hall.....	Page 6
Inclement Weather and Cancelations.....	Page 6
Important Phone Numbers.....	Page 6

TOWN OF OCCOQUAN

FACILITY USE GUIDELINES

1. PERMIT FEES AND INFORMATION

Facility	Capacity	Public Restrooms	Electric	Base Fee: PWC Resident	Base Fee: Non-PWC Resident	Dates
Mamie Davis Park Gazebo	50	No	Yes	\$250	\$300	Friday-Sunday, Holidays
				\$200	\$250	Monday - Thursday
Town Hall ¹	110	No	Yes	\$250	\$300	Friday - Sunday, Holidays
				\$200	\$250	Monday - Thursday
River Mill Park		Yes	Yes	\$500	\$550	Friday-Sunday, Holidays
				\$400	\$450	Monday - Thursday

¹ Town Hall permit fees are waived for Town residents, businesses, HOAs and community organizations.

- A. The base fee is for a four hour (consecutive) period. Additional hours will be charged at \$50 per hour in addition to the base fee, and must be reserved in advance.
- B. The Facility Request Form, which includes a Hold Harmless Agreement, must be signed and returned along with the required fee(s) to Town Hall or mailed to P.O. Box 195, Occoquan, VA 22125.
- C. The Occoquan Town government will operate Monday through Friday, 9:00 a.m. to 4:00 p.m. (except on holidays) regardless of any meetings or events scheduled in Town Hall.
- D. Event Permits will be issued by the Town and must be posted and viewable throughout the duration of the event.

2. GENERAL RULES

- A. Park facilities will **not be closed** to the general public for exclusive use.
- B. Town of Occoquan scheduled events will take precedence over non-Town events. Other events may be scheduled on a first come, first served basis.
- C. Facility use hours are consecutive and must include time for delivery of supplies, set-up, take-down and clean-up.

- D. User/Applicant and all facility users shall comply with the terms and conditions of the use form, all facility policies and procedures, and Town, State and Federal codes and ordinances.
- E. Users are responsible for all set-up and clean-up associated with the events.
- F. To reserve parks and/or facilities for special events and uses, a Facility Use Request Form must be completed and submitted to the Town of Occoquan. The permit fee is due at time of application.
- G. The Town of Occoquan reserves the right to cancel an event in the case of damage or disrepair of facilities or similar circumstances affecting the safety of the facility or safety of the public.

3. USE GUIDELINES

A. Prohibited Uses and Activities

1. The sale of food, beverages or other goods is prohibited without approval from the Town of Occoquan or in conjunction with an approved special event.
2. Collection of fees or monetary contributions is prohibited.
3. The use of glue, nails, tacks, screws, staples or other fasteners that may scratch or damage surfaces of Town facilities and equipment is prohibited.
4. Possession or consumption of alcoholic beverages is prohibited, except in designated areas when administered by the Town of Occoquan or in conjunction with an approved special event, and with the appropriate Virginia ABC license/permit as required.
5. All dogs must be kept on leash and pet waste must be picked up immediately and disposed of properly.
6. Except for leashed dogs or as may be required by law, animals are not permitted in Town parks or on government facility grounds.
7. No grilling or fires are permitted within Town parks or facilities.
8. No motorized vehicles or devices are permitted within Town parks or facilities, with the exception of mobility assistance devices, such as motorized wheel chairs.
9. Biking, skateboards, rollerblades or any type of rolling vehicles or devices (except wheelchairs) are prohibited within Town parks and facilities.
10. Do not alter, remove, rearrange or destroy plantings on Town property.
11. Littering is prohibited; please use proper receptacles to dispose of trash and debris while in Town.
12. The throwing, discharging, releasing or placing any material or substance into the river is strictly prohibited by law.
13. Do not throw rice; bird seed is permitted.

B. River Mill Park

In addition to the prohibited uses and activities listed under Section 3 (A), the following regulations apply to River Mill Park.

1. General Rules
 - a. Park is open daily from dawn to dusk.
 - b. Fishing is prohibited from anywhere inside the park.
 - c. Standing and climbing on railings and fencing is strictly prohibited.

- d. Trespassing onto Fairfax Water property beyond the bounds of the park is strictly prohibited.
- e. Equipment must be secured through the use of weights; the use of stakes or other in-ground measures is prohibited.
- f. Glass containers are not permitted in the park.
- g. No person is allowed to bathe, swim, wade, or boat in any body of water in or adjacent to the park, including the Occoquan River.
- h. No motorized vehicles are permitted except as required by law.
- i. No non-motorized or wheeled vehicles are allowed except for mobility assistance devices for the disabled. This prohibition applies to skateboards, rollerblades, roller skates, and bicycles.
- j. No loud sounds such as from concerts or fireworks are permitted without a Special Event permit.

2. Event Regulations

- a. Requests to utilize River Mill Park must be submitted to Town Hall at least 30 days in advance of the event.
- b. Users are responsible for all set-up and clean-up associated with the event.
- c. An Event Permit is required for any group activity involving more than 12 persons, any activity outside the normally posted hours, any loud sounds such as from concerts or fireworks, or any sale or consumption of alcohol. This permit will outline special conditions for use, including facility areas, liability insurance requirements, security or staff support, fees and/or other protective measures that may be required.

C. Mamie Davis Park

In addition to the prohibited uses and activities listed under Section 3 (A), the following regulations apply to Mamie Davis Park.

1. General Rules

- a. Dogs are not permitted within the park, except service animals.
- b. Fishing is not permitted from the Town dock or boardwalk.

2. Event Regulations

- a. The use of nails, tacks, push pins, glue, etc. is strictly prohibited on the gazebo; tape may be used to affix decorations to the gazebo.
- b. Tents are not permitted.
- c. Chairs are prohibited, except for use by the elderly or disabled.

D. Town Hall

In addition to the prohibited uses and activities listed under Section 3 (A), the following regulations apply to Town Hall.

1. General Rules

- a. Dogs are not permitted within the building, except service animals. Dogs are permitted on the grounds; however, all dogs must be kept on leash and pet waste must be picked up immediately and properly disposed.

2. Event Regulations

- a. The entire facility, including the main floor, building exterior, restroom and kitchen must be cleaned up following the event.
- b. Any decorations must be affixed with tape. The use of nails, staples, tacks, push pins, glue, etc. is strictly prohibited.
- c. Any items rearranged within the building for the event must be placed back in its original position. All tape, decorations, trash and materials generated by the event must be removed and properly disposed following the event.

4. INCLEMENT WEATHER AND CANCELATIONS

- A. Twenty-five percent (25%) of the permit fee will be retained in the event of a cancellation with a minimum of 14 days advance notice.
- B. No refunds will be issued for cancellations with less than 14 days advance notice.
- C. No refunds or changes will be granted in the event of inclement weather.

5. IMPORTANT PHONE NUMBERS

To check availability, contact Town Hall at (703) 491-1918, e-mail info@occoquanva.gov or stop by Town Hall, 314 Mill Street, Occoquan, VA 22125, Monday - Friday, 9 a.m. - 4 p.m.

Town Police Phone: (703) 491-1918 Ext. 5

In an Emergency: Dial 9-1-1

The Police Department is located in Town Hall, 314 Mill Street. The office is not staffed 24/7; in case of an emergency, dial 9-1-1.



TOWN OF OCCOQUAN

Facility Use Request Form

To Check Availability: (703) 491-1918 or info@occoquanva.gov

Town Hall, 314 Mill Street, M-F, 9 a.m. – 4 p.m.

1. FACILITY INFORMATION

Please CHECK ONE facility location.

Facility	Address/Location	Select ONE
Mamie Davis Park (Gazebo)	205 Mill Street/ Intersection of Washington and Mill Streets	<input type="checkbox"/>
Town Hall ¹	314 Mill Street/ Corner of Ellicott and Mill Streets	<input type="checkbox"/>
River Mill Park	458 Mill Street/ West end of Mill Street	<input type="checkbox"/>

¹ Town Hall event permit fees are waived for Town residents, businesses, HOAs and community organizations.

2. EVENT INFORMATION

Event Name:	
Event Type:	Est. # of Participants:
Requested Date:	Requested Time: <i>(includes set up/break down)</i> <i>Base fee includes 4 hours, \$50 extra per half hour</i>

Equipment Description:
Please provide information in the space below on the type of equipment that will be used during the event. All equipment must be provided by the applicant. If utilizing a rental company, please provide company information. Set up and cleanup is the responsibility of the user.

3. CONTACT INFORMATION

Name (First, Last)

Street Address

State

Zip

PO Box

(____) _____ - _____
Primary Phone Number

(____) _____ - _____
Secondary Phone Number

E-Mail Address

4. HOLD HARMLESS AGREEMENT

THIS AGREEMENT entered into on _____, _____, _____, by and between _____ and the Town of Occoquan (hereinafter "Town"):

WITNESSETH

WHEREAS the Town wishes to make _____ available for gatherings, and the Town desires to protect public parks and facilities from damage and to be protected from claims for injuries from those attending such gatherings; and

WHEREAS the individual holding the gathering is willing to assume responsibility for any damages caused to the park and/or facility as a result of the gathering and to indemnify and hold harmless the Town from any claims made by those attending the gatherings;

NOW, THEREFORE, in consideration of the mutual promises and other good consideration, the parties agree as follows:

1. The individual and those attending the gathering, shall and do at all times, sufficiently save, defend, keep harmless and indemnify the Town of Occoquan, its successors and assigns, of and from any and all loss, damage, cost, charge, liability or exposures, including court costs and attorney's fees, arising out of the organization's use of the public park and/or facility.

2. It is understood and agreed between the parties that this agreement is made for the purpose of allowing the individual to make use of _____ on _____, _____, _____, from _____ a.m./p.m. to _____ a.m./p.m.

WITNESS THE FOLLOWING SIGNATURES:

Signature _____
Date
Print Name: _____ **Phone:** _____

TOWN OF OCCOQUAN, VIRGINIA

BY: _____
Elizabeth A.C. Quist, Mayor

FOR USE BY TOWN STAFF ONLY			
Requested Date:	Requested Time:	<input type="checkbox"/> Mon-Thurs <input type="checkbox"/> Fri - Sun, Holiday	Requested Facility:
Permit Fee: _____	Mon - Thurs Permit Rates		Fri - Sun, Holiday Permit Rates
Check No.: _____	MDP: <input type="checkbox"/> \$200 (R) <input type="checkbox"/> \$250 (NR)		MDP: <input type="checkbox"/> \$250 (R) <input type="checkbox"/> \$300 (NR)
Cash No.: _____	TH: <input type="checkbox"/> \$200 (R) <input type="checkbox"/> \$250 (NR) <input type="checkbox"/> \$0 (TR)		TH: <input type="checkbox"/> \$250 (R) <input type="checkbox"/> \$300 (NR) <input type="checkbox"/> \$0 (TR)
	RMP: <input type="checkbox"/> \$400 (R) <input type="checkbox"/> \$450 (NR)		RMP: <input type="checkbox"/> \$500 (R) <input type="checkbox"/> \$550 (NR)



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

9. Regular Business	Meeting Date: July 12, 2016
9 J: Request to Approve Town Administrative Manual	

Explanation and Summary:

This is a request to approve the Town Administrative Manual, including changes to the employee benefit program. In addition, it is requested that the manual be approved retroactively to July 1, 2016. The draft manual was discussed during the Town Council's June 21, 2016 work session.

In addition, during the work session, Council directed the Town Manager to identify a vacation allotment for Town employees who did not previously earn vacation time prior to the revision of the benefit structure included in the Administrative Manual. It is recommended that 16 hours of annual leave be allotted to the Town Clerk, Events and Community Development Director, Town Treasurer and Maintenance Supervisor.

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

Town Manager's Recommendation: Recommend approval.

Cost and Financing: N/A

Account Number: N/A

Proposed/Suggested Motion:

"I move to approve the Town Administrative Manual, effective July 1, 2016, contingent on final review by the Town Attorney. I further approve the allotment of 16 hours each of annual leave to Town Clerk, Events and Community Development Director, Town Treasurer and Maintenance Supervisor."

OR

Other action Council deems appropriate.

Attachments: (0) *The Administrative Manual will be provided ahead of the meeting.*