

TOWN OF ORANGE



COUNCIL MEETING PACKAGE

MONDAY, JUNE 17, 2024

7:00 P.M.



Meeting Agenda
Monday, June 17, 2024
Town of Orange Community Meeting Room

7:00 p.m.

- 1. Call to order by the Mayor.**
- 2. Pledge of Allegiance.**
- 3. Roll Call – Town Council:**

Mayor Martha B. Roby
Vice-Mayor Frederick W. Sherman, Jr.
Councilmember Jason R. Cashell

Councilmember Jeremiah V. Pent
Councilmember Donna Waugh-Robinson

- 4. Adoption of Agenda**
- 5. Public Comment - Town Council receives public input from residents and taxpayers of the Town. Citizens are encouraged to sign up prior to the meeting beginning and turn in a/their slip to the Town Clerk. Please note that Public Comment is limited to 3 minutes per individual.**
- 6. Consideration of Town Council Meeting Minutes of April 15th, 2024.**
- 7. Reports**
 - [A] Presentation by Orange Volunteer Fire Department Chief Whit Jacobs – FY23 Annual Report.**
 - [A] Finance Report – Director of Finance.**
- 8. Unfinished Business:**
 - [A] Consideration of Trash Ordinance (ORD2024-02). [Town Attorney]**
 - [B] Consideration to authorize for a Public Hearing regarding a Franchise Agreement with Fiberlync. [Town Attorney]**
 - [C] Discussion of Economic Development Manager's position. [Councilmembers Pent and Cashell]**
 - [D] Discussion for evaluation and scheduling of Town Council appointed staff. [Councilmember Cashell]**
 - [E] Consideration of new appointment of Council liaison to the Planning Commission. [Councilmember Pent]**
 - [F] Town Council to discuss unified goals to accomplish this coming fiscal year. [Councilmember Cashell]**

Meeting Agenda
Monday, June 17, 2024
Town of Orange Community Meeting Room
Page Two

9. New Business:

- [A] Consideration of Ordinance (ORD2024-03) permitting the prosecution of traffic offenses.**
- [B] Consideration to cancel the Monday, July 1st Work Session Meeting because Town Council normally only holds one meeting in July and December.**

10. Adjournment.

MINUTES

Town Council Meeting Minutes
May 20, 2024
Page One

The Orange Town Council held a regular meeting at 7 p.m. in the Town's Community Meeting Room. Town Councilmembers present were: Mayor Martha B. Roby, Vice-Mayor Frederick W. "Rick" Sherman, Jr., Councilmembers Jason Cashell, Jeremiah Pent and Donna Waugh-Robinson. Staff members present were: Town Manager Gregory S. Woods, Town Clerk Wendy J. Chewning, MMC, MMC, Town Attorney Catherine Lea, Director of Finance Dianna Gomez, Director of Public Works Larry Bond, and Deputy Chief Rebecca Moody.

CALL TO ORDER

Mayor Roby led everyone in the Pledge of Allegiance. The Town Clerk called roll and noted a quorum was present.

ADOPTION OF AGENDA

Motion was made by Vice-Mayor Sherman, seconded by Councilmember Waugh-Robinson, to adopt the agenda, as presented. On vote: Mayor Roby – aye, Vice-Mayor Sherman – aye, Councilmember Cashell – aye, Councilmember Pent – aye, and Councilmember Waugh-Robinson – aye. The motion carried.

PUBLIC COMMENT

Ms. Kathy Judge of Madison Street stated concern over feral cats and racoons living in the storm drains on her street. Ms. Judge inquired if there was something that could be done to keep them out. Mayor Roby asked the Director of Public Works if he could look into this.

TOWN COUNCIL CONSIDERED TOWN COUNCIL MEETING MINUTES OF APRIL 15TH, 2024

The Town Clerk stated that on page 4-1 at the top that she had herself present twice.

Motion was made by Councilmember Waugh-Robinson, seconded by Vice-Mayor Sherman, to adopt the minutes of April 15th, 2024, as amended. On vote, Mayor Roby – aye, Vice-Mayor Sherman – aye, Councilmember Cashell- aye, Councilmember Pent – aye, and Councilmember Waugh-Robinson – aye. The motion carried unanimously.

REPORTS

DIRECTOR OF FINANCE - FINANCE REPORT

The Director of Finance reported on the tenth month for FY24

The Director of Finance reported that the General Fund Tax revenues included one significant YTD favorable variances to budget: \$262K for Meals Tax.

Town Council Meeting Minutes
May 20, 2024
Page Two

The Director of Finance reported further the favorable tax revenue variances, interest income was \$178K favorable to budget due to rate increases and timing of ARPA Fund deposits.

The Director of Finance reported that Water Sales Revenue YTD was \$1.370M and revenue was projected to be in line with budget even with the removal of Water Availability fees for the rest of the year.

The Director of Finance reported that Sewer Sales Revenue YTD was \$1.902M and revenue was projected to be \$51K lower than budgeted because of the removal of Sewer Availability fees for the rest of the year.

The Director of Finance reported that payments for the month were \$653K. The Director of Finance reported further that \$113K was paid to Johnston Construction Company for Standpipe construction, \$43K was paid to Acme Parking Lot Striping, \$45K was paid to Rinker Design Associates for Water and Sewer line projects, \$63K was paid to Paisley Kerr LLC for the Belleview Sidewalk project, and \$23K was paid to Aqua-Aerobic Systems for Sewer machinery and parts. The Director of Finance stated that the other payments were normal course of business expenses.

The Director of Finance reported that expenditures from the \$5.3M ARPA funding were \$2.8M ITD, of which \$140K went toward engineering services and equipment for the Liquid Feed project at the Water Plant, \$231K went toward the new SCADA system for the Sewer Plant, \$428K had gone to Standpipe Engineering services, a new generator and land, \$38K had been used for the Macon Road Mixer, \$67K covered Water Line Engineering Services, \$374K had been spent on the Sewer Line Engineering services, \$87K covered an intake pump and pump repairs, and \$8K covered engineering services for the millimeter screen project. We had submitted \$1.314M to VDH for Standpipe Construction and had been reimbursed \$863K. We submitted \$451K to VDH at the end of March and received payment on May 7th, 2024. We have an additional \$113K to submit to VDH at the end of the quarter.

The Director of Finance gave a brief summary from the Virginia Investment Pool Monthly Report: The Federal Reserve had kept rates steady since its last hike in July. The Director of Finance stated it was still doubtful that the rate would be reduced this year. The VIP Stable Value fund yield was 5.45% for April. The Director of Finance reported that the Town of Orange had \$949K invested in the fund. The Director of Finance stated that the VIP High Quality Bond fund yield was 5.08% for April and The Town of Orange had \$678K invested in the fund.

MISCELLANEOUS REPORTS

Vice-Mayor Sherman stated that PD-9 was working on the Strategic Plan and he and the Town Manager had a meeting with Patrick Mauney this coming Thursday.

Councilmember Waugh-Robinson stated that prior to the meeting she had received a letter from Cameron Hamilton, ODA President, accepting the Town's financial support.

Town Council Meeting Minutes
May 20, 2024
Page Three

Mayor Roby inquired whether we were still working on Safe Rides to School Grant. The Town Manager stated that we were still working on Jefferson Street.

The Town Attorney stated that she had provided Council and staff a report on the Legislative session.

UNFINISHED BUSINESS

CONSIDERATION OF FY25 BUDGET

The Town Manager gave an overview of the FY25 Budget and Appropriation Ordinance. The Town Manager reported that the FY25 draft budget was a conservative budget totaling \$9,965,010 and increasing our reserves by \$139,108. The Town Manager stated that there were no increases to rates or taxes this year. The Town Manager stated that there are increases to equipment rentals, fees for the Community Room and Veteran's Park, and millings. The Town Manager reported further that trash collection was increasing from \$5.50 to \$7.00, health insurance for employees had increased, but VRS had decreased a small portion. The Town Manager stated that there was a 5% COLA in the budget for employees and an additional .5% for those employees under \$20 an hour. The Town Manager reported that the Economic Development Manager was in the budget and donations were the same. The Town Manager stated that Capital Expenditures included \$125,000 for a Public Works vehicle, \$25,000 for a new Community Room Floor, \$150,000 for street paving, \$30,000 for computer automation, \$120,000 for new sidewalks, and \$75,000 for improvements to Lafayette Street.

After discussion, the motion was made by Councilmember Waugh-Robinson, seconded by Vice-Mayor Sherman, to adopt the FY25 Budget, as presented. On roll call vote, Vice-Mayor Sherman – aye, Councilmember Cashell – aye, Councilmember Waugh-Robinson – aye, Councilmember Pent – aye, and Mayor Roby – aye. The motion carried unanimously.

CONSIDERATION OF FY25 APPROPRIATION ORDINANCE

After discussion, the motion was made by Councilmember Waugh-Robinson, seconded by Vice-Mayor Sherman, to adopt the FY25 Appropriation Ordinance, as presented. On roll call vote, Councilmember Pent – aye, Vice-Mayor – aye, Councilmember Cashell – aye, Councilmember Waugh-Robinson – aye, and Mayor Roby – aye.

DISCUSSION AND CONSIDERATION OF TRASH ORDINANCE (ORD2024-01)

The Town Attorney gave an overview of the updates to the trash ordinance. After discussion, it was the consensus of Town Council and fine tune adding a violation section and making the following changes:

Town Council Meeting Minutes
May 20, 2024
Page Four

- 1) Add a violation section.
- 2) Amend 58-2 (b) to include flammable waste liquids
- 3) Amend Section 58-34 (1) to add Garbage: placed in bags
- 4) Amend Section 58-34 (10) Human and animal waste: deposited in an unsanitary manner
- 5) Delete Section 58-39 – Denial of service for delinquent taxes

NEW BUSINESS

CONSIDERATION OF RE-APPOINTMENT OF BEN SHERMAN TO THE TOWN'S PLANNING COMMISSION WITH A TERM TO EXPIRE JUNE 30, 2028

The Town Manager stated that that Mr. Sherman was willing to serve on the Town's Planning Commission for one more term.

The motion was made by Councilmember Pent, seconded by Councilmember Waugh-Robinson, to move that Town Council re-appoint Ben Sherman to serve on the Town's Planning Commission with a term to expire June 30, 2028. On vote, Mayor Roby – aye, Vice-Mayor Sherman – aye, Councilmember Cashell- aye, Councilmember Pent – aye, and Councilmember Waugh-Robinson – aye. The motion carried unanimously.

MISCELLANEOUS

Vice-Mayor Sherman stated that Arthur Bryant was now working out of Town and was representing the Town on the County Economic Development Authority and only wanted to continue serving until the Town could find him a replacement.

TOWN COUNCIL WILL HOLD A CLOSED SESSION UNDER 2.2-3711(A), SUBSECTION 3 FOR A DISCUSSION REGARDING THE DISPOSITION OF PUBLICLY HELD PROPERTY, WHERE DISCUSSION IN AN OPEN MEETING WOULD AFFECT THE NEGOTIATING STRATEGY OF THE TOWN COUNCIL

Motion was made by Mayor Roby, seconded by Councilmember Waugh-Robinson, to move into closed session under the provisions of State Code Section 2.2-3711 (A), subsection 3 for a discussion regarding the disposition of publicly held property, where discussion in an open meeting would affect the negotiating strategy of the Town Council. On vote, Mayor Roby – aye, Vice-Mayor Sherman – aye, Councilmember Cashell – aye, Councilmember Pent – aye, and Councilmember Waugh-Robinson – aye. The motion carried unanimously.

Town Council Meeting Minutes
May 20, 2024
Page Five

A five-minute recess was held before going into closed session.

Motion was made by Councilmember Pent, seconded by Councilmember Waugh-Robinson, to leave closed session and reconvene in regular session. On roll call vote, Councilmember Waugh-Robinson – aye, Councilmember Pent – aye, Vice-Mayor Sherman – aye, Councilmember Cashell – aye, and Mayor Roby -aye. All members swore that they only discussed matters lawfully permitted under the State Code and so noted in the motion convening the Closed Session.

With no further business the meeting adjourned at 8:50 p.m.

Wendy J. Chewning, MMC, Town Clerk

Martha B. Roby, Mayor

REPORTS



REPORTS SUMMARY

June 17, 2024

AGENDA ITEM: 7A

**Presentation by Orange Volunteer Fire Department Chief Whit Jacobs – FY 23
Annual Report.**

SUMMARY:

- Orange Volunteer Fire Department Chief Whit Jacobs will present the department's FY23 Annual Report.
- Please see attached report.





TABLE OF CONTENTS

CHIEF'S LETTER

2023 RESPONSE DATA

TRAINING DATA

SPECIAL AWARDS

PROPOSED PROJECTS

To the Orange County community,

As usual, 2023 delivered numerous calls for service, public education events, weekly training and much more. As your local volunteer fire department, our membership works incredibly hard to maintain a high level of service for our community. We continue to not only add in new members but look to find creative ways to expand our service delivery options. In 2022, our department made a significant change by expanding the area where we accept applications. We are continuing to work through this change and look internally at ways we can use this change as an improvement to our department. In the short term, we have seen an influx of new members both in Town and in the County. As we continue to grow, our organization is committed to looking at every possible opportunity. To keep it short; stay tuned.

Our department will soon be a recipient of a new Brush Truck. The Orange County Board of Supervisors graciously approved the purchase of 5 new Brush Trucks that will be deployed in the future once their build process is completed. This purchase has been part of the development of the new apparatus replacement plan funded from the Orange County fire levy. We are excited to see this new addition go to work to serve the citizens.

In the Town of Orange, we have worked with Town Administration and Council to see the movement of two new initiatives. Due to difficulties at recent fires, our department worked with the Town to see a new change made to business addressing. On the backside of businesses we collectively saw that it was difficult for the firefighters to identify businesses from the rear. These changes directly applied to strip malls, multiple occupancy facilities and our businesses along Main Street. The new change created a policy that works with our local businesses to have them mark their rear doors with a fixed address. In addition to this new change, we are continuing to work with the Town Public Works to improve hydrant coverage throughout the Town. Our department has submitted a replacement plan that is in the works. This plan provides Public Works with a list of areas that need new hydrants or need an upgraded hydrant due to its age. As time permits, we are excited to see this plan develop and serve our citizens, businesses and visitors.

We hope that you find our department working hard for its community. We continue to keep our doors open for new members, welcome in our neighbors and look for opportunities to serve each and every one of you. Please don't be a stranger and look us up online (www.orangevfc.com) and on social media for all that is happening at 205 Caroline Street.

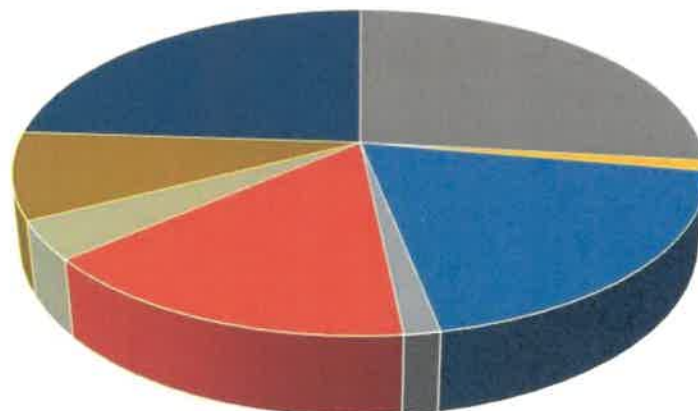
Best,

A handwritten signature in black ink, appearing to read "T. White", with a long horizontal flourish extending to the right.

2023 RESPONSE STATISTICS

	TOWN OF ORANGE	OUTSIDE TOWN
AUTOMATIC ALARMS	56	71
BRUSH FIRE	2	41
EMS	40	36
HAZMAT	3	6
VEHICLE ACCIDENTS	32	111
STRUCTURE FIRES	8	49
VEHICLE FIRES	0	9
INVESTIGATIONS	18	63
PUBLIC SERVICE	50	63
SUBTOTAL	209	449
TOTAL CALLS	658	

TOWN OF ORANGE



- AUTOMATIC ALARMS
- BRUSH FIRE
- EMS
- HAZMAT
- VEHICLE ACCIDENTS
- STRUCTURE FIRES
- VEHICLE FIRES
- INVESTIGATIONS
- PUBLIC SERVICE

2023 TRAINING DATA



**TOTAL
TRAINING
HOURS
1,450**

SPECIAL AWARDS

Each year we recognize people within our organization who have gone above and beyond expectations for bettering their fire company. Each of these rewards is recognition given by their peers or by the Administrative Officers within the fire company. We also recognize a local business or individual each year for their contributions towards Fire & Rescue.

FIREFIGHTER OF THE YEAR

Mekhi Ward

PRESIDENTS AWARD

In Memory of Associate Member Jeff McDaniel

CHIEF'S AWARD

Jessica Gredler

Renee Pope

Randy Williams

April Clark

Barry Jacobs



IMPROVEMENT PROJECTS



Retention Strategies

- Local tax break incentive program
- Tiered system based upon individual effort
- Our goal for 2024 is to look at every aspect of volunteerism and find ways to encourage our local residents to give back to their community through the fire department.
- We hope we can identify incentive opportunities with Town Administration and Council to boost recruitment and retention within the Town.



FINANCE REPORT



Town of Orange
Director of Finance's Office

119 Belleview Avenue, Orange Virginia 22960 - 1401
Phone: (540) 672-1020 Fax: (540) 672-2821
Email - directoroffinance@townoforangeva.gov

MEMORANDUM

TO: Mayor and Council Members
FROM: Dianna Gomez, Director of Finance
DATE: June 5, 2024
SUBJECT: Summary Financial Report – May 2024

The following is a summary report of the financial condition of the Town as of May 31, 2024, the eleventh period of FY 2024 budget as approved and amended (amendments were made in August). This report covers 91.7% of the current fiscal year. Please review the attached schedules for specific category results.

General Fund

General Fund revenues year to date were \$5,680,879 or 60.36% of the FY 2024 annual budget. Referring to our annual projections spreadsheet (attached), the revenue position for the General Fund (excluding reserve usage) is \$675,756 higher than the budget.

Tax revenue for the month was \$498,045 of which 32% was derived from Meals Tax, 31% came from Real Estate Tax, and 21% was Bank Franchise fees.

Year to date Tax revenue was \$324,204 higher than budget. This was driven by Meals Tax.

Year to date Interest Income was \$191,909 favorable to budget due to timing of ARPA spending.

Year to date General Fund expenditures were \$5,536,608 or 58.83% of the amount budgeted for FY 2024. Expenditures are in line for this period considering the timing of the debt payments.

Water Fund

Water Fund revenues year to date were \$1,506,684 or 22.26% of the annual budget. Year to date revenue was \$91,871 higher than the budget driven by Water Sales and Interest Income.

Year to date Water Fund expenditures of \$2,057,894 were 30.40% of the annual budget. Sludge treatment costs have been high due to low water levels. Unexpected repairs were required due to the pump issues. Received VDH reimbursement of \$449,888 for the quarter ended March 31, 2024. Other costs are in line with the budget for the period considering the timing of the debt payments.

"A Main Street Community"
&
"A Designated Enterprise Zone"

Waste Water Fund

Sewer Fund Revenues year to date were \$2,076,192 or 66.31% of the annual budget. Sewer revenue includes the offset to the higher Water Fund Sludge treatment costs. Year to date revenue was \$18,105 lower than budget driven by Sewer Availability fees. There is no projection of Sewer Availability fees for the rest of the year; this had a negative impact of \$341,655.

Year to date Sewer Fund expenditures of \$2,629,495 were 83.98% of the annual budget. Machinery and equipment repairs, Electric service and Chemicals are trending higher than budget. Other costs are in line for this period considering the timing of the debt payments.

Cash Balances

The combined cash balance for the Town's Funds as of May 31, 2024 was \$9,211,932 with \$4,817,683 reserved for projects or dedicated to specific uses. The cash balance includes \$1,635,766 on deposit with the Virginia Investment Pool Trust Fund. Significant payments occurred in July and January for the US Bank loan and November and May for the Virginia Resource Authority loan.

Debt Balances

A summary of the Town's Debt as of May 31, 2024 is included with this report. The summary includes the significant debt payments.

**Town of Orange
Revenue Accounts
Month of May 2024**

Description	FY-2024 Budget	Actual Revenues			Projected		FY-2024 Variance to Budget
		Previous Months	Current Month	FY-2024 Year-To-Date	Remaining Months	FY-2024 Revenues	
General Fund							
Taxes							
Real Estate	635,000	306,718	154,052	460,770	160,000	620,770	(14,230)
Personal Property	195,000	227,053	1,977	229,030	-	229,030	34,030
Public Service Corp.	28,000	23,144	-	23,144	-	23,144	(4,856)
Delinquent	-	-	-	-	-	-	-
Cigarette	72,000	50,400	7,200	57,600	8,000	63,600	(8,400)
Bank Franchise	150,000	-	105,448	105,448	45,000	150,448	448
Utility Consumer	231,600	185,317	18,201	203,518	19,300	222,818	(8,782)
Electric Consumption	15,000	12,150	1,057	13,207	1,250	14,457	(543)
Local Sales	350,000	309,730	26,801	336,531	29,163	365,694	15,694
Motor Vehicle Registration Fees	95,000	108,273	2,504	110,777	500	111,277	16,277
Business & Prof. License	200	1,597	100	1,697	-	1,697	1,497
Meals	1,500,000	1,512,214	159,698	1,671,912	125,000	1,796,912	296,912
Transient/Occupancy	150,000	136,927	11,369	148,297	8,000	156,297	6,297
Communications	127,500	97,097	9,638	106,735	10,625	117,360	(10,140)
Sub-Total Taxes	3,549,300	2,970,620	498,045	3,468,666	404,838	3,873,504	324,204
Licenses & Permits							
Licenses & Permits	100	300	-	300	-	300	200
Sub-Total Licenses	100	300	-	300	-	300	200
Fines & Forfeitures							
Court Fines	86,000	91,953	6,942	98,895	7,163	106,058	20,058
Sub-Total Fines	86,000	91,953	6,942	98,895	7,163	106,058	20,058
Intergovernmental - State							
Skills Games Fee	1,800	-	-	-	-	-	(1,800)
Rolling Stock	6,600	7,235	-	7,235	-	7,235	635
Motor Vehicle Rental	-	32,308	3,405	35,713	-	35,713	35,713
Mobile Home (RV) Registration	-	-	-	-	-	-	-
Law Enforcement Assistance	117,460	97,166	-	97,166	29,365	126,531	9,071
PPTR Revenue	89,615	89,615	-	89,615	-	89,615	-
State Highway Maint. Fund	1,261,052	946,352	-	946,352	315,263	1,261,615	563
Misc. Grants - (DMV) Law Enf. OT	2,000	6,151	2,452	8,603	500	9,103	7,103
Litter Control Grant	3,745	5,871	-	5,871	-	5,871	2,126
Fire Programs Grant	19,108	21,972	-	21,972	-	21,972	2,864
Sub-Total Intergovernmental	1,501,380	1,206,669	5,857	1,212,527	345,128	1,557,655	56,275
Investments/Sales of Assets							
Interest Income	100,000	261,145	22,428	283,572	8,337	291,909	191,909
TowerCom Capital Lease	-	-	-	-	-	-	-
Sale of Surplus Property	-	16,750	-	16,750	-	16,750	16,750
Sales of Recycled Materials	-	1,077	226	1,304	-	1,304	1,304
Sub-Total Investments/Sales of Asset	100,000	278,972	22,654	301,626	8,337	309,963	209,963
User Fees							
Planning & Development Fees	2,500	5,009	228	5,237	400	5,637	3,137
Transit Collections	21,684	16,263	-	16,263	5,421	21,684	-
Porterfield Park Shelter	3,000	1,400	400	1,800	250	2,050	(950)
Depot Community Room	300	905	625	1,530	25	1,555	1,255
Public Works Community Room	3,300	2,605	100	2,705	275	2,980	(320)
Trash Collection - Commercial	50,000	47,516	4,638	52,154	4,163	56,317	6,317
Trash Collection - Residential	106,000	89,295	9,679	98,974	8,837	107,811	1,811
Taylor Park	50	258	37	295	50	345	295
Sub-Total User Fees	186,834	163,252	15,706	178,958	19,421	198,379	11,545
Miscellaneous Revenue							
Misc. General Fund Revenue	10,000	6,393	14,914	21,307	413	21,720	11,720
DMV Stop Fees	500	4,132	175	4,307	38	4,345	3,845
Administrative Fee	2,004	5,286	180	5,466	167	5,633	3,629
VRTA Reimbursements - TOOT	-	39,252	-	39,252	-	39,252	39,252
Expenditure Refunds	20,000	7,515	7,551	15,066	-	15,066	(4,934)
Internal Charges	413,328	344,440	34,444	378,884	34,444	413,328	-
ARPA - NEU FUNDS	-	-	-	-	-	-	-
Capital Fund (Real Estate Applied)	(240,688)	-	-	-	(240,688)	(240,688)	-
Add'l Transfers to Capital Fund	(3,573,840)	-	-	-	(3,573,840)	(3,573,840)	-
Reserve Fund	3,552,541	-	-	-	3,552,541	3,552,541	-
Sub-Total Miscellaneous	183,845	407,018	57,264	464,282	(226,925)	237,357	53,512
Total General Fund	5,607,459	5,118,785	606,469	5,725,254	557,962	6,283,216	675,756

**Town of Orange
Revenue Accounts
Month of May 2024**

Description	FY-2024 Budget	Actual Revenues			Projected		FY-2024 Variance to Budget
		Previous Months	Current Month	FY-2024 Year-To-Date	Remaining Months	FY-2024 Revenues	
Capital Fund							
Byrd Street Project	-	-	-	-	-	-	-
VDOT - Paving Reimbursement	947,790	6,009	-	6,009	941,781	947,790	-
ISTEA Mainstreet Project	-	-	-	-	-	-	-
ISTEA Railroad Avenue	-	-	-	-	-	-	-
General Fund Capital Proceeds	240,687	-	-	-	240,687	240,687	-
Add'l Transfers from General Fund	2,615,121	-	-	-	2,615,121	2,615,121	-
Loan Proceeds	-	-	-	-	-	-	-
Capital Reserve Fund	-	-	-	-	-	-	-
Total Capital Fund	3,803,598	6,009	-	6,009	3,797,589	3,803,598	-
Net General Fund	9,411,057	5,124,794	606,469	5,731,262	4,355,551	10,086,813	675,756
Water Fund							
Investments/Sales of Assets							
Interest Income	20,000	89,658	11,493	101,150	1,663	102,813	82,813
Sale of Surplus Property	-	-	-	-	-	-	-
Sub-Total Investments/Asset Sales	20,000	89,658	11,493	101,150	1,663	102,813	82,813
Utility Revenues							
Water Sales	1,345,255	1,192,530	123,783	1,316,313	112,105	1,428,418	83,162
Water Availability	105,000	28,744	-	28,744	-	28,744	(76,256)
Water Reconnection Fees	20,000	14,750	1,250	16,000	1,663	17,663	(2,337)
Sub-Total Utility	1,470,255	1,236,024	125,033	1,361,057	113,768	1,474,824	4,569
Miscellaneous Revenue							
Miscellaneous Revenues	41,500	43,921	968	44,889	1,100	45,989	4,489
Expenditure Refunds	-	-	-	-	-	-	-
Water Fund Grant	2,658,204	-	-	-	2,658,204	2,658,204	-
Reserve Fund	2,579,733	-	-	-	2,579,733	2,579,733	-
Sub-Total Miscellaneous	5,279,437	43,921	968	44,889	5,239,037	5,283,926	4,489
Total Water Fund	6,769,692	1,369,603	137,493	1,507,096	5,354,468	6,861,564	91,871
Sewer Fund							
Investments/Sales of Assets							
Interest Income	-	-	-	-	-	-	-
Sub-Total Interest	-	-	-	-	-	-	-
Utility Revenues							
Sewer Sales	1,583,518	1,376,592	139,310	1,515,902	131,960	1,647,862	64,344
Sewer Availability	431,550	89,895	-	89,895	-	89,895	(341,655)
Sewer Sales - Sludge	60,000	121,911	6,532	128,443	5,000	133,443	73,443
Sub-Total Utility	2,075,068	1,588,398	145,842	1,734,240	136,960	1,871,200	(203,868)
Miscellaneous Revenue							
Miscellaneous Revenues	2,000	2,378	1	2,379	-	2,379	379
Nutrient Credit Exchange	4,500	6,981	-	6,981	-	6,981	2,481
Leachate Sales	100,000	236,440	17,671	254,111	-	254,111	154,111
Septic Hauling	52,000	68,212	10,242	78,454	2,337	80,791	28,791
Expenditure Refunds	-	-	-	-	-	-	-
Transfers	1,042,660	-	-	-	1,042,660	1,042,660	-
Reserve Fund	(145,144)	-	-	-	(145,144)	(145,144)	-
Sub-Total Miscellaneous	1,056,016	314,012	27,914	341,926	899,853	1,241,779	185,763
Total Sewer Fund	3,131,084	1,902,409	173,757	2,076,166	1,036,813	3,112,979	(18,105)
Total Revenues	19,311,833	8,396,806	917,718	9,314,524	10,746,831	20,061,356	749,523

5-12

TOWN OF ORANGE

Fund Balances

The following numbers represent our best estimates of unencumbered fund balances (cash) as of May 31, 2024:

	Cash Balance	Encumbered	Unencumbered Balance
General Fund	\$ 8,997,854	\$ -	\$ 8,997,854
Capital Improvement Fund	(2,726,044)	1,959,168	(4,685,212)
Water Fund	4,420,043	2,056,663	2,363,380
Sewer Fund	(1,665,986)	615,787	(2,281,773)
Water Deposit Fund	99,838	99,838	-
Taylor Park Fund	73,818	73,818	-
Grant Fund	12,409	12,409	-
Totals	<u>\$ 9,211,932</u>	<u>\$ 4,817,683</u>	<u>\$ 4,394,249</u>

Town Debt Service
As of May 31, 2024

	Original Debt	Principal @ 06/30/2023	FY - 2024 Principal & Interest			Principal Remaining
			Budgeted	Paid	Remaining	
General Fund						
Route 20 Expansion	\$ 1,372,000	\$ 182,000	\$ 92,412	\$ 92,412	\$ -	\$ 92,400
Public Works Center	\$ 931,000	\$ 123,500	\$ 62,709	\$ 62,709	\$ -	\$ 62,700
Debt Service Activity	<u>\$ 2,303,000</u>	<u>\$ 305,500</u>	<u>\$ 155,121</u>	<u>\$ 155,121</u>	<u>\$ -</u>	<u>\$ 155,100</u>
Water Fund						
Macon Road Tank	\$ 392,000	\$ 52,000	\$ 26,404	\$ 26,404	\$ -	\$ 26,400
Raw Water Storage Basin	\$ 2,196,000	\$ 1,126,000	\$ 134,989	\$ 134,989	\$ -	\$ 1,023,200
Debt Service Activity	<u>\$ 2,588,000</u>	<u>\$ 1,178,000</u>	<u>\$ 161,393</u>	<u>\$ 161,393</u>	<u>\$ -</u>	<u>\$ 1,049,600</u>
Sewer Fund						
Wastewater Treatment Plant Upgrade	\$ 2,009,000	\$ 266,500	\$ 135,318	\$ 135,318	\$ -	\$ 135,300
New WWTP - Total /Cumulative Debt	\$ 15,882,032	\$ 8,128,807	\$ 650,304	\$ 650,304	\$ -	\$ 7,478,503
Debt Service Activity	<u>\$ 17,891,032</u>	<u>\$ 8,395,307</u>	<u>\$ 785,622</u>	<u>\$ 785,622</u>	<u>\$ -</u>	<u>\$ 7,613,803</u>
Total Debt Service	<u>\$ 22,782,032</u>	<u>\$ 9,878,807</u>	<u>\$ 1,102,136</u>	<u>\$ 1,102,136</u>	<u>\$ -</u>	<u>\$ 8,818,503</u>

Town of Orange
 ARPA Funds (Including VDH ARPA Funds)
 As of May 31, 2024

		<u>Funds Received</u>	<u>Funds Spent</u>	<u>Remaining Funds</u>
Standpipe -	Engineering	342,000.00	(347,439.00)	(5,439.00)
	Generator	61,057.00	(61,057.00)	-
	Construction	1,864,914.00	(1,446,080.23)	418,833.77
	Construction Contingency	466,229.00		466,229.00
	Sub-Total	2,734,200.00	(1,854,576.23)	879,623.77
Standpipe -	Reservoir	200,000.00	-	200,000.00
	Pump Station	75,000.00	-	75,000.00
	Reservoir Mixer	65,000.00	-	65,000.00
Macon Road Mixer		106,633.38	(106,633.38)	-
Water Line (NS Railroad)		150,000.00	(69,255.02)	80,744.98
Fiber Optics		1,000,000.00	-	1,000,000.00
Waste Water Sludge Truck		126,000.00	-	126,000.00
Waste Water Scada System		231,132.00	(231,132.00)	-
Liquid Feed System -	Engineering	79,500.00	(79,500.00)	-
	Emergency System	22,194.00	(22,194.00)	-
	Building	500,000.00	(38,593.18)	461,406.82
Sewer Lines Engineering -	Greenfields	479,375.00	(240,736.14)	238,638.86
	Houseworth	165,575.00	(69,875.39)	95,699.61
	Brizzolara	271,710.00	(116,261.40)	155,448.60
Water Plant -	Millimeter Screen	500,000.00	(11,250.00)	488,750.00
	125 HP Intake Pump	87,383.12	(87,383.12)	-
Water Line Meters Replacement -		824,624.50		824,624.50
	Total	7,618,327.00	(2,927,389.86)	4,690,937.14

FINANCIAL STATEMENT ENDING

May, 2024

Town of Orange
Financial Statement
May, 2024
91.67% of Budget Year
Fund Summaries

REVENUES

FUND	FY-2024 BUDGET		COLLECTED MTD	COLLECTED YTD	PERCENT COLLECTED	REMAINING BALANCE
	ORIGINAL	CHANGES				
GENERAL	5,592,306.00	315,000.00	603,979.97	5,674,869.58		232,436.42
GF-CAP IMPROVEMENTS	1,252,189.00	2,251,562.00	-	6,008.75	60.36%	3,497,742.25
WATER	1,519,990.00	5,249,702.00	137,443.84	1,506,683.89	22.26%	5,263,008.11
SEWER	2,088,424.00	1,042,660.00	173,756.50	2,076,192.37	66.31%	1,054,891.63
GRANTS/SPECIAL REVENUE	-	-	2,452.04	49,861.28	0.00%	(49,861.28)
WATER DEPOSIT	-	-	49.42	521.77	0.00%	(521.77)
TAYLOR PARK	-	-	36.56	385.97	0.00%	(385.97)
TOTAL	\$ 10,452,909.00	\$ 8,858,924.00	\$ 917,718.33	\$ 9,314,523.61	N/A	\$ 9,997,309.39

Note: A () in Remaining Balance means that we have collected more than anticipated.

EXPENDITURES

FUND	FY-2024 BUDGET		EXPENSED MTD	EXPENSED YTD	PERCENT EXPENSED	REMAINING BALANCE
	ORIGINAL	CHANGES				
GENERAL	5,592,306.00	315,000.00	500,983.40	5,197,558.89		709,747.11
GF-CAP IMPROVEMENTS	1,252,189.00	2,251,562.00	51,374.71	339,049.33	58.83%	3,164,701.67
WATER	1,519,990.00	5,249,702.00	(221,869.34)	2,057,894.38	30.40%	4,711,797.62
SEWER	2,088,424.00	1,042,660.00	544,525.43	2,629,494.67	83.98%	501,589.33
GRANTS/SPECIAL REVENUE	-	-	4,436.85	39,385.78	0.00%	(39,385.78)
WATER DEPOSIT	-	-	-	-	0.00%	-
TAYLOR PARK	-	-	-	-	0.00%	-
TOTAL	\$ 10,452,909.00	\$ 8,858,924.00	\$ 879,451.05	\$ 10,263,383.05	N/A	\$ 9,048,449.95

NOTE: A () in Remaining Balance means we have spent more than what we planned

Town of Orange
Financial Statement
May, 2024
91.67% of Budget Year
General Fund

REVENUES

DESCRIPTION	FY-2024 BUDGET		COLLECTED MTD	COLLECTED YTD	PERCENT COLLECTED	REMAINING BALANCE
	ORIGINAL	CHANGES				
LOCAL TAXES	3,549,300.00	-	498,045.12	3,468,666.35	97.73%	80,633.65
LICENSES & PERMITS	100.00	-	-	350.00	350.00%	(250.00)
FINES	86,000.00	-	6,941.70	98,895.09	114.99%	(12,895.09)
STATE FUNDS	1,307,380.00	194,000.00	3,405.42	1,203,646.71	80.17%	297,733.29
INV / SALE OF ASSETS	-	-	-	-	0.00%	0.00
USER FEES	186,834.00	-	15,669.82	178,757.00	95.68%	8,077.00
MISCELLANEOUS	545,832.00	-	79,917.91	724,554.43	132.74%	(178,722.43)
ARPA - NEU FUNDS	-	-	-	-	0.00%	0.00
RESERVE FUND	869,199.00	2,767,342.00	-	-	0.00%	3,636,541.00
TRANSF TO CAP. IMPROVEM.	(952,339.00)	(2,646,342.00)	-	-	0.00%	(3,598,681.00)
TOTAL	\$ 5,592,306.00	\$ 315,000.00	\$ 603,979.97	\$ 5,674,869.58	96.07%	\$ 232,436.42

Note: A () in Remaining Balance means that we have collected more than anticipated.

EXPENDITURES

DEPARTMENT	FY-2024 BUDGET		EXPENSED MTD	EXPENSED YTD	PERCENT EXPENSED	REMAINING BALANCE
	ORIGINAL	CHANGES				
LEGISLATIVE	123,442.00	-	2,233.04	38,535.64	31.22%	84,906.36
TOWN MANAGER	438,078.00	-	38,975.72	330,893.79	75.53%	107,184.21
TOWN ATTORNEY	38,500.00	-	3,564.19	32,608.33	84.70%	5,891.67
FINANCE DEPARTMENT	413,500.00	-	38,938.63	400,917.83	96.96%	12,582.17
ELECTIONS	-	-	-	-	0.00%	0.00
POLICE DEPARTMENT	1,749,188.00	-	188,981.55	1,682,268.24	96.17%	66,919.76
FIRE AND RESCUE	56,341.00	-	-	61,972.00	109.99%	(5,631.00)
PUBLIC WORKS	1,540,381.00	315,000.00	155,667.28	1,547,984.15	83.43%	307,396.85
TRASH COLLECTION	274,371.00	-	23,868.32	211,017.58	76.91%	63,353.42
MUNICIPAL BUILDING	47,719.00	-	6,121.22	78,704.84	164.93%	(30,985.84)
DEPOT	16,000.00	-	1,115.03	13,161.93	82.26%	2,838.07
TRANSPORTATION SYSTEM	120,852.00	-	-	120,851.00	100.00%	1.00
PARKS AND GROUNDS	111,000.00	-	1,180.62	34,288.15	30.89%	76,711.85
COMMUNITY DEVELOPMENT	267,186.00	-	15,150.07	200,438.49	75.02%	66,747.51
NON-DEPT - DEBT & OTHER	395,748.00	-	25,187.73	443,916.92	112.17%	(48,168.92)
NON-DEPT - DONATIONS	-	-	-	-	0.00%	0.00
NON-DEPT - CAPITAL	-	-	-	-	0.00%	0.00
TOTAL	\$ 5,592,306.00	\$ 315,000.00	\$ 500,983.40	\$ 5,197,558.89	87.99%	\$ 709,747.11

NOTE: A () in Remaining Balance means we have spent more than what we planned

Town of Orange
Financial Statement
May, 2024
91.67% of Budget Year
General Fund - Capital Improvements

REVENUES

DESCRIPTION	FY-2024 BUDGET		COLLECTED MTD	COLLECTED YTD	PERCENT COLLECTED	REMAINING BALANCE
	ORIGINAL	CHANGES				
TRANSFER FROM GENERAL	952,279.00	1,603,682.00	-	-	0.00%	2,555,961.00
STATE FUNDS	299,910.00	647,880.00	-	6,008.75	0.63%	941,781.25
MISCELLANEOUS	-	-	-	-	0.00%	0.00
MADISON/MAIN STREET SIGNAL LIGHT	-	-	-	-	0.00%	0.00
TOTAL	\$ 1,252,189.00	\$ 2,251,562.00	\$ -	\$ 6,008.75	0.17%	\$ 3,497,742.25

Note: A () in Remaining Balance means that we have collected more than anticipated.

EXPENDITURES

DEPARTMENT	FY-2024 BUDGET		EXPENSED MTD	EXPENSED YTD	PERCENT EXPENSED	REMAINING BALANCE
	ORIGINAL	CHANGES				
ROAD PROJECTS	702,189.00	1,158,562.00	1,592.50	76,915.03	4.13%	1,783,835.97
MACHINERY & EQUIPMENT	495,000.00	93,000.00	48,061.77	228,021.13	38.78%	359,978.87
MADISON/MAIN STREET SIGNAL LIGHT	-	-	-	-	0.00%	0.00
COMPUTERS	30,000.00	-	1,720.44	33,005.82	110.02%	(3,005.82)
FIBER OPTICS BACKBONE (ARPA)	-	1,000,000.00	-	-	0.00%	1,000,000.00
CELL TOWER	-	-	-	-	0.00%	0.00
COMMUNITY ROOM SOUND SYSTEM	25,000.00	-	-	1,107.35	4.43%	23,892.65
CAP. OUTLAYS - WATER/SEWER LINE	-	-	-	-	0.00%	0.00
TOTAL	\$ 1,252,189.00	\$ 2,251,562.00	\$ 51,374.71	\$ 339,049.33	\$ 1.57	\$ 3,164,701.67

NOTE: A () in Remaining Balance means we have spent more than what we planned

Financial Statement
May, 2024
91.67% of Budget Year
Water Fund

REVENUES

DESCRIPTION	FY-2024 BUDGET		SALES MTD	SALES YTD	PERCENT COLLECTED	REMAINING BALANCE
	ORIGINAL	CHANGES				
TRANSFER FROM GENERAL	-	-	-	-	0.00%	-
INV/ SALE OF ASSETS	-	-	-	-	0.00%	-
WATER SALES	1,345,255.00	-	123,782.58	1,316,312.90	97.85%	28,942.10
WATER AVAILABILITY	105,000.00	-	-	28,743.75	27.38%	76,256.25
WATER RECONNECTIONS	20,000.00	-	1,250.00	16,000.00	80.00%	4,000.00
EXPENDITURE REFUNDS	-	-	-	-	0.00%	-
MISCELLANEOUS	61,500.00	-	12,411.26	145,627.24	236.79%	(84,127.24)
ARPA - NEU FUNDS	-	2,658,204.00	-	-	0.00%	2,658,204.00
RESERVE FUND	(11,765.00)	2,591,498.00	-	-	0.00%	2,579,733.00
TOTAL	\$ 1,519,990.00	\$ 5,249,702.00	\$ 137,443.84	\$ 1,506,683.89	22.26%	\$5,263,008.11

Note: A () in Remaining Balance means that we have collected more than anticipated.

DEPARTMENT	FY-2024 BUDGET		EXPENSED MTD	EXPENSED YTD	PERCENT EXPENSED	REMAINING BALANCE
	ORIGINAL	CHANGES				
WATER/SEWER LINE PROJ.	-	5,210,702.00	(373,397.65)	454,038.72	8.71%	4,756,663.28
WATER TREATMENT	1,087,779.00	-	117,640.47	1,145,547.32	105.31%	(57,768.32)
WATER DISTRIBUTION	270,778.00	39,000.00	33,887.84	296,916.71	95.85%	12,861.29
NON-DEPT - DEBT & OTHER	161,433.00	-	-	161,391.63	99.97%	41.37
TOTAL	\$ 1,519,990.00	\$ 5,249,702.00	\$ (221,869.34)	\$ 2,057,894.38	\$ 3.10	\$ 4,711,797.62

Town of Orange
Financial Statement
May, 2024
91.67% of Budget Year
Sewer Fund

REVENUES

DESCRIPTION	FY-2024 BUDGET		COLLECTED MTD	COLLECTED YTD	PERCENT COLLECTED	REMAINING BALANCE
	ORIGINAL	CHANGES				
LICENSES & PERMITS	-	-	-	-	0.00%	-
TRANSFER FROM GENERAL	-	-	-	-	0.00%	-
SEWER SALES	1,583,518.00	-	139,309.87	1,515,901.74	95.73%	67,616.26
SEWER AVAILABILITY FEES	431,550.00	-	-	89,895.00	20.83%	341,655.00
SEWER SALES - SLUDGE	60,000.00	-	6,532.21	128,443.03	214.07%	(68,443.03)
NUTRIENT CREDIT	4,500.00	-	-	6,981.30	155.14%	(2,481.30)
LEACHATE	100,000.00	-	17,671.46	254,111.95	254.11%	(154,111.95)
SEPTIC HAULING	52,000.00	-	10,241.75	78,454.11	150.87%	(26,454.11)
MISCELLANEOUS	2,000.00	-	1.21	2,405.24	120.26%	(405.24)
RESERVE FUND	(145,144.00)	-	-	-	0.00%	(145,144.00)
TRANSFER FROM GENERAL	-	1,042,660.00	-	-	-	-
TOTAL	\$ 2,088,424.00	\$ 1,042,660.00	\$ 173,756.50	\$ 2,076,192.37	66.31%	\$ 12,231.63

Note: A () in Remaining Balance means that we have collected more than anticipated.

EXPENDITURES

DEPARTMENT	FY-2024 BUDGET		EXPENSED MTD	EXPENSED YTD	PERCENT EXPENSED	REMAINING BALANCE
	ORIGINAL	CHANGES				
SEWER TREATMENT	1,092,004.00	-	142,690.25	1,221,703.84	111.88%	(129,699.84)
SEWER COLLECTION	210,708.00	-	23,392.47	195,295.06	92.69%	15,412.94
NON-DEPT - DEBT & OTHER	785,712.00	-	325,152.19	785,622.84	99.99%	89.16
CAPITAL OUTLAYS - ARPA	-	1,042,660.00	53,290.52	426,872.93	40.94%	615,787.07
TOTAL	\$ 2,088,424.00	\$ 1,042,660.00	\$ 544,525.43	\$ 2,629,494.67	83.98%	\$ 501,589.33

NOTE: A () in Remaining Balance means we have spent more than what we planned

BILLS AND CLAIMS

For the month May, 2024

**TOWN OF ORANGE
CHECK REGISTER**

MAY 1 - 31, 2024

Check #	Check Date	Vendor Name	Net Amount
1279	5/16/2024	ROBERT C. BRAGG	\$ 1,400.00
1280	5/16/2024	CROWN AUTO SALES	9,000.00
1285	5/16/2024	PRO COLLISION CENTER	2,635.76
1286	5/16/2024	TREASURER OF VIRGINIA	100.00
5124	5/16/2024	ANTHEM BLUE CROSS & BLUE SHIELD	65,999.00
5224	5/16/2024	TREASURER OF VIRGINIA	53,798.13
5324	5/16/2024	EMPOWER RETIREMENT	1,200.00
5424	5/16/2024	MISSIONSQUARE RETIREMENT	864.28
5524	5/16/2024	MISSIONSQUARE RETIREMENT	635.21
5624	5/16/2024	MISSIONSQUARE RETIREMENT	864.28
5724	5/16/2024	MISSIONSQUARE RETIREMENT	635.21
35514	5/7/2024	ADT SECURITY SERVICES	86.30
35515	5/7/2024	AMAZON CAPITAL SERVICES	1,634.65
35516	5/7/2024	AMERICAN FOUNTAIN	302.00
35517	5/7/2024	TRUIST	4,178.96
35518	5/7/2024	BRIDGES, DORIS	100.00
35519	5/7/2024	CINTAS CORPORATION #385	3,272.27
35520	5/7/2024	COMCAST	810.21
35521	5/7/2024	COMPANION LIFE INSURANCE	290.00
35522	5/7/2024	DMV	825.00
35523	5/7/2024	DOMINION ENERGY VIRGINIA	27,695.74
35524	5/7/2024	ONSOLVE, LLC	2,835.63
35525	5/7/2024	ENVIRONMENTAL SYSTEMS SERVICE	210.00
35526	5/7/2024	EVOQUA WATER TECHNOLOGIES LLC	153.58
35527	5/7/2024	FAYE'S OFFICE SUPPLY	451.91
35528	5/7/2024	FERGUSON ENTERPRISES, LLC	972.88
35529	5/7/2024	IIMC	185.00
35530	5/7/2024	JAMES RIVER EQUIPMENT	241.51
35531	5/7/2024	ORANGE MOTOR SPECIALTY	289.07
35532	5/7/2024	ORANGE TIRE INC	101.50
35533	5/7/2024	REXEL	447.04
35534	5/7/2024	SEDWICK	2,466.00
35535	5/7/2024	SHEEHY FORD OF RICHMOND INC	39,061.77
35536	5/7/2024	STEROBEN ASSOCIATES	4,090.00
35537	5/7/2024	GLENN THOMAS	60.00
35538	5/7/2024	TRACTOR SUPPLY CREDIT PLAN	192.00

35539	5/7/2024	NEW VIRGINIA TRACTOR	153.26
35540	5/7/2024	VIRGINIA BUSINESS SYSTEMS	91.48
35541	5/7/2024	VIRGINIA RESOURCES AUTHORITY	325,152.19
35542	5/7/2024	VUPS	86.78
35543	5/7/2024	XPRESS COPY & GRAPHICS	409.05
35544	5/14/2024	ACME PARKING LOT STRIPING INC	8,720.00
35545	5/14/2024	ACCESS TELECOM INC	10,156.00
35546	5/14/2024	ADT SECURITY SERVICES	50.63
35547	5/14/2024	AMERICAN GREEN	148.00
35548	5/14/2024	AYALA CONSTRUCTION	4,000.00
35549	5/14/2024	BAKER, DWIGHT	35.07
35550	5/14/2024	BMS DIRECT	2,000.00
35551	5/14/2024	CCLS INCORPORATED	233.93
35552	5/14/2024	CENTRAL VA COMMUNITY NEWSPAPER	818.85
35553	5/14/2024	COMMONWEALTH ENGINEERING & SAL	1,586.05
35554	5/14/2024	CHEMUNG CONTRACTING CORP	357.70
35555	5/14/2024	AT&T MOBILITY	1,594.48
35556	5/14/2024	CORE & MAIN LP	7,066.00
35557	5/14/2024	DORSETT TECHNOLOGIES, INC	400.00
35558	5/14/2024	DIX, JR JAMES A	1,202.50
35559	5/14/2024	EZ PERFORMANCE CENTER	85.00
35560	5/14/2024	FAUQUIER CO BOARD	336.00
35561	5/14/2024	FISHER AUTO PARTS	1,218.94
35562	5/14/2024	FLUID CONTROL SPECIALTIES LLC	6,443.00
35563	5/14/2024	FORTILINE INC	2,034.96
35564	5/14/2024	GALLS, LLC	3,170.25
35565	5/14/2024	HIGHWAY MOTORS	237.00
35566	5/14/2024	HOLTZMAN OIL CORP	795.08
35567	5/14/2024	JONES' JONES	85.00
35568	5/14/2024	LINDE GAS & EQUIPMENT INC	31.76
35569	5/14/2024	MADISON FORD	285.00
35570	5/14/2024	EVERGRO COOPERATIVE	199.98
35571	5/14/2024	OVIVO USA, LLC	519.01
35572	5/14/2024	PACE ANALYTICAL SERVICES, INC	888.30
35573	5/14/2024	SHEENA PAYETTE	44.10
35574	5/14/2024	PERRY KIM	50.00
35575	5/14/2024	RINKER DESIGN ASSOCIATES, P.C.	57,452.98
35576	5/14/2024	ROSE HAULING, LLC	1,800.00
35577	5/14/2024	SELECT SPECIALTY PRODUCTS INC	635.50
35578	5/14/2024	SOSMETAL PRODUCTS INC	216.75
35579	5/14/2024	THE SUPPLY ROOM	423.20
35580	5/14/2024	TOWN OF ORANGE	2,955.55
35581	5/14/2024	SEAL, JUDITH	111.65
35582	5/14/2024	HARGROVE, JESSICA	131.24

35583	5/14/2024	COOPER, LANCE	90.12
35584	5/14/2024	UNIVAR SOLUTIONS	5,750.00
35585	5/14/2024	USABBLUEBOOK	853.72
35586	5/14/2024	VACORP	242.83
35587	5/14/2024	COECO OFFICE SYSTEMS, INC	20.00
35588	5/14/2024	VIRGINIA BUSINESS SYSTEMS	576.68
35589	5/14/2024	WW ASSOCIATES, INC	8,250.00
35590	5/21/2024	ADT SECURITY SERVICES	385.45
35591	5/21/2024	ALLIED CONCRETE CO	2,293.75
35592	5/21/2024	BMS DIRECT	957.75
35593	5/21/2024	CCLS INCORPORATED	122.97
35594	5/21/2024	CHEMUNG CONTRACTING CORP	272.68
35595	5/21/2024	AT&T MOBILITY	456.52
35596	5/21/2024	COASTAL BIOANALYSTS, INC	3,047.00
35597	5/21/2024	COMCAST	466.03
35598	5/21/2024	CRYSTAL SPRINGS	9.00
35599	5/21/2024	DEBORAH MARLENE WAREHAM	150.00
35600	5/21/2024	DOCUMENT DESTRUCTION OF VA	403.66
35601	5/21/2024	DOMINION ENERGY VIRGINIA	10,639.54
35602	5/21/2024	DORSETT TECHNOLOGIES, INC	200.00
35603	5/21/2024	GRAINGER	866.64
35604	5/21/2024	HACH COMPANY	1,788.82
35605	5/21/2024	HARLOW, TINA	35.48
35606	5/21/2024	CATHERINE B. LEA	3,516.29
35607	5/21/2024	MASON INSURANCE AGENCY	31,206.00
35608	5/21/2024	MAVERICK CONSTRUCTION LLC	65,595.78
35609	5/21/2024	MICROSOFT	502.45
35610	5/21/2024	ORANGE COUNTY REVIEW	214.99
35611	5/21/2024	ORANGE COUNTY LANDFILL	10,182.12
35612	5/21/2024	REXEL	257.57
35613	5/21/2024	ROBERT E MASON & ASSOC., INC	2,980.23
35614	5/21/2024	RAPIDAN SERVICE AUTHORITY	17.68
35615	5/21/2024	SOUTHERN STATES	16,777.72
35616	5/21/2024	TRANSAMERICA EMPLOYEE BENEFITS	1,241.30
35617	5/21/2024	UNIVAR SOLUTIONS	12,297.80
35618	5/21/2024	USABBLUEBOOK	41.30
35619	5/21/2024	COECO OFFICE SYSTEMS, INC	20.00
35620	5/21/2024	VERIZON	1,658.42
35621	5/21/2024	VIRGINIA NUTRIENT CREDIT EXCHA	1,875.00
35622	5/28/2024	ADT SECURITY SERVICES	60.15
35623	5/28/2024	AFLAC	1,357.30
35624	5/28/2024	AMOS APPAREL	387.20
35625	5/28/2024	AMOS, RANDALL & PAMELA	17.43
35626	5/28/2024	BRIZZOLARA PLUMBING, INC	5,045.85

35627	5/28/2024	AT&T MOBILITY	1,631.88
35628	5/28/2024	COMCAST	884.72
35629	5/28/2024	COMCAST	596.01
35630	5/28/2024	COMPANION LIFE INSURANCE	290.00
35631	5/28/2024	DELL MARKETING L.P.	1,217.99
35632	5/28/2024	DIX, JR JAMES A	4,995.00
35633	5/28/2024	EZ PERFORMANCE CENTER	53.95
35634	5/28/2024	FERGUSON WATERWORKS #7575	1,331.60
35635	5/28/2024	MCCLUNG-LOGAN EQUIP. CO.	371.45
35636	5/28/2024	PACE ANALYTICAL SERVICES, INC	324.30
35637	5/28/2024	PRIVIA MEDICAL GROUP LLC	52.00
35638	5/28/2024	PURCELL'S CUSTOM FIREARMS, INC	20.00
35639	5/28/2024	UNIVAR SOLUTIONS	12,844.51
35640	5/28/2024	UPS	113.56
35641	5/28/2024	USABLUEBOOK	290.38
35642	5/28/2024	WILLIAMS, ASHLEY &	50.02

			\$ 890,695.70
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UNFINISHED BUSINESS



UNFINISHED BUSINESS SUMMARY

June 17, 2024

AGENDA ITEM: 8A

Consideration of Trash Ordinance (ORD2024-02).

SUMMARY:

- The Town Attorney has made Town Council's recommended changes from the May 20th Town Council meeting.
- Please find attached Trash Ordinance (ORD2024-02) before Council for consideration.

MOTION FOR CONSIDERATION:

"I move that Town Council adopt Trash Ordinance (ORD2024-02), as presented."

PART II - CODE
Chapter 58 SOLID WASTE

Chapter 58 SOLID WASTE¹

¹Cross reference(s)—Administration, ch. 2; environment, ch. 26; fire prevention and protection, ch. 30; health and sanitation, ch. 34; utilities, ch. 74.

State law reference(s)—Local contracts for the supply of solid waste to resource recovery facilities, Code of Virginia, § 10.1-1412; removal of trash, garbage, weeds, etc., Code of Virginia, § 15.1-11; solid waste management facility siting approval, Code of Virginia, § 15.1-11.02; separation of solid waste, Code of Virginia, § 15.1-11.5; prohibiting placement of leaves or grass clippings in landfills, Code of Virginia, § 15.1-11.5:1; ordinances requiring recycling reports, Code of Virginia, § 15.1-11.5:2; local recycling and waste disposal, Code of Virginia, § 15.1-11.5:3; regulation of garbage and refuse pickup and disposal services, certain local contracts for such services, Code of Virginia, §§ 15.1-28.01, 15.1-28.02, 15.1-28.1; local solid and hazardous waste management, Code of Virginia, § 15.1-282; municipal garbage and refuse disposal, Code of Virginia, § 15.1-857.

PART II - CODE
Chapter 58 - SOLID WASTE
ARTICLE I. IN GENERAL

ARTICLE I. IN GENERAL

Sec. 58-1. Prohibited deposits of wastes onto public places.

It shall be unlawful for any person to throw, sweep or pour into the streets or on the sidewalks or other public places within the town any carcass, rubbish, newspapers, handbills, dirt, filth, shavings, manure, offal, ashes, vegetables, fruit, broken glass, tacks, tin cans, bottles or any matter, liquid, substance or thing calculated to render such public places unclean, unsightly, unwholesome or unsafe to any person or vehicle, or liable to injuriously affect the health of the community.

(Code 1973, § 8-1)

State law reference(s)—Burial or cremation of animals or fowl which have died, Code of Virginia, § 18.2-510.

Sec. 58-2. Prohibited accumulations of wastes or other substances; inspection of premises.

- (a) It shall be unlawful for any owner, occupant or person in charge of any lot or premises in the town to allow to accumulate or remain upon such lot or premises any accumulations of substances or liquids dangerous to health or safety of persons or a menace towards starting or spreading fire, or affording a breeding place for insects, rodents or reptiles.
- (b) It shall be the duty of every person having ~~any waste oil or other flammable liquids flammable waste liquids, including oil~~ to provide adequate approved metal containers in some convenient and safe location outside of the building upon the premises and to keep therein all ~~waste oil and other flammable liquids flammable waste liquids, including oil~~ and it shall be the duty of every person having such wastes to remove or cause to be removed from his premises all such waste materials at reasonable intervals and to make safe and proper disposition thereof.
- (c) For the purpose of enforcing the provisions of this section, all such lots and premises shall be subject to inspection by persons designated for such purpose by the town manager, upon reasonable prior notice to the owner, occupant or person in charge thereof and upon compliance with all applicable provisions of law.

(Code 1973, § 8-2)

Sec. 58-3. Removal of prohibited wastes; recourse of town upon noncompliance.

- (a) Owners, occupants and persons in charge of lots and premises within the town shall, at such time or times as the town manager may prescribe, remove therefrom any and all trash, garbage, refuse, litter and other substances and liquids which might endanger the health or safety of persons or constitute a menace towards starting or spreading fire, or afford a breeding place for insects, rodents or reptiles.
- (b) Whenever deemed necessary by the town manager, after reasonable notice, he may have such trash, garbage, refuse, litter and other like substances and liquids mentioned in subsection (a) of this section removed by the town's agents or employees, in which event the cost or expenses thereof shall be chargeable to and paid by the owners of such property, and may be collected by the town as taxes and levies are collected.

(Code 1973, § 8-4)

Cross reference(s)—Sanitation requirements under housing code, § 14-91; accumulations of waste materials, § 30-5.

State law reference(s)—Authority for above section, Code of Virginia, § 15.1-11(1).

Sec. 58-4. Lien created for charges incurred by town.

Every charge authorized by section 58-3 with which the owner and lien holder of any such property shall have been assessed and which remains unpaid shall constitute a lien against such property ranking on a parity with liens for unpaid local taxes and enforceable in the same manner as provided in Code of Virginia, §§ 58.1-3940 et seq. and 58.1-3965 et seq.

(Code 1973, § 8-5)

State law reference(s)—Authority for above section, Code of Virginia, § 15.1-11(4).

Secs. 58-5—58-30. Reserved.

ARTICLE II. REFUSE STORAGE, COLLECTION AND DISPOSAL²

²State law reference(s)—Town may provide for removal of trash, garbage, etc., Code of Virginia, § 15.1-11.

Sec. 58-31. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Ashes means the residue from the burning of wood, coal, coke or other combustible materials.

Carts are receptacles identified with Town insignia, of 95-gallon or other volume, usually provided for residential refuse collection or commercial hand collection services by the town.

Dead animals means small dead animals, not exceeding 75 pounds each in weight, which die in the normal course of community activity, excluding animals from a slaughterhouse or other animals normally considered industrial refuse.

Garbage means ~~putrescible animal or vegetable wastes resulting from the handling, preparation, cooking or consumption of foods~~ wastes resulting from the processing, handling, preparation, cooking and/or consumption of foods, including putrescible animal and vegetable matters.

Premises means land, building or other structure, vehicle or parts thereof, upon or in which refuse is stored.

Receptacles means containers for the storage of trash and garbage provided or leased by the town. *Receptacles* include dumpsters and carts.

Refuse means all solid wastes of the community, including garbage, ashes, rubbish, dead animals, street cleanings, and solid market and trade wastes, but not including body wastes, or the solid wastes resulting from industrial operations or processes.

Refuse collection services are services provided by the town at service charges set by the town council.

Rubbish means ~~nonputrescible solid wastes, such as paper, cardboard, metal cans, yard clippings, wood, glass, bedding, crockery, metals and similar materials, tin cans, bottles, crockery, paper, rags, rubber and leather goods, toys, items of metal wood and plastic and other such refuse.~~

(Code 1973, §§ 8-6, 8-9(a)—(d))

Cross reference(s)—Definitions generally, § 1-2.

Sec. 58-32. Administration and enforcement.

The town manager is authorized and directed, by implementing and enforcing the provisions of this article, to control the collection and disposal of refuse within the town; to provide a public refuse collection service from premises, and to regulate the establishment, maintenance and operation of refuse disposal methods and sites.

(Code 1973, § 8-7)

Sec. 58-33. *Receptacles and* storage of refuse.

~~(a) Containers. All garbage, ashes or rubbish to be hauled by the town's collection forces shall be placed in durable nonabsorbent, watertight, easily washable galvanized metal or plastic containers, which shall have close fitting covers and adequate handles or bails to facilitate collection. Containers shall not exceed 32 gallon capacity. Securely tied or sealed plastic bags of at least two mil thickness may also be used as containers. Metal and plastic containers not meeting the requirements of this subsection will be red tagged and if placed again without correction of the noted condition will be removed and disposed of with other refuse. Plastic bags not meeting requirements will not be picked up by the town collection forces.~~

- (1) Town to supply cart(s). Each eligible residential patron is provided use of one (1) cart included in the service charge for regular refuse collection by the town. Should a resident require an additional cart, it may be leased from the town at a price set by the town council. Residential patrons are restricted to a maximum of two (2) carts. Commercial and industrial patrons served by the town will be provided up to two (2) carts included in the service charge for regular refuse collection by the town, but may lease up to two (2) additional carts at a price set by the town council. Patrons requiring more than four (4) carts shall install a dumpster.

Any cart provided by the town is the property of the town and is registered to the address to which it is provided. The receptacle must be left at the address should the patron move.

Each patron shall be responsible for the protection of the cart(s) on their premises and for such refuse as may become spilled or scattered.

Only refuse contained in the cart(s) supplied by or leased from the town will be accepted for pick up by the town. Any refuse outside of the receptacle will not be collected, with the exception of cardboard and brush as provided for in section 58-33(3), below.

- (2) Garbage regulations. All garbage shall be drained and wrapped before being placed in storage containers.
- (3) Bulky combustible refuse. Cardboard boxes too bulky for standard containers may be flattened and bundled not to exceed 50 pounds weight per bundle. Other bulky rubbish such as tree and brush trimmings may be tied in bundles not to exceed five feet in length, 2½ feet in diameter or 50 pounds in weight.
- (4) Place of storage. Refuse containers, except on the days that they are placed out for regular collection, shall be stored not closer to the street than the front building line of the residence or establishment served by the containers.
- (5) Inspection. The health officer town manager or his agent designee, after identifying himself, shall have the power to enter at reasonable times upon private or public property for the purpose of inspecting and investigating conditions relating to the enforcement of the provisions of this article having to do with the storage of refuse.
- (6) Individual responsibility. Every person owning, occupying or being in charge of any premises within the town shall be responsible for the sanitary condition of the premises owned or occupied by him or in his charge. It shall be unlawful for any person to place, deposit or allow to be placed or deposited on his premises any refuse, except as designated by the terms of this article. Any person responsible for refuse not acceptable for collection by the regular collection service as set forth in this article shall make arrangements for the collection and disposal of such refuse in some other fashion, either by special service handling by the town, or by private collection.
- (7) Streets to be kept clean. Bulky refuse such as tree trimmings shall not be placed or allowed to remain on sidewalks, gutters or streets.

- (8) Multi-family and high-volume commercial customers. Multi-family attached dwellings and commercial customers requiring more than four (4) carts shall install a dumpster, as provided in Section 58-40, below.

(Code 1973, § 8-8; Ord. No. 2007-05, 5-21-2007; Ord. No. 2020-03, 10-5-20)

Sec. 58-34. Refuse acceptable for collection.

~~When properly stored and placed, garbage, ashes, rubbish and dead animals shall be considered to be acceptable for collection by the town.~~

{Code 1973, § 8-9}

The following unseparated refuse shall be considered acceptable for collection by the town when properly stored and placed in accordance with other sections and provisions of this chapter:

- (1) *Garbage. Wet garbage should be drained and wrapped in paper placed in bags to reduce odor, prevent sticking and freezing to the cart.*
- (2) *Rubbish.*
- (3) *Leaves. Bags of leaves will only be accepted where they are placed in town-issued carts. Leaves will be collected at curbside by means of vacuuming on days scheduled by the town manager.*
- (4) *Cardboard boxes. Cardboard boxes in bulk shall be broken down and bound in bundles not exceeding fifty (50) pounds each in weight. The string, rope or wire used for binding shall be of sufficient strength to permit the bundle to be picked up by it.*
- (5) *Tree laps and limbs, yard and garden trimmings (brush). in bulk shall be bound in bundles not exceeding fifty (50) pounds each in weight, four (4) feet in length or two (2) feet in diameter. The string, rope or wire used for binding shall be of sufficient strength to permit the bundle to be picked up by said binding.*
- (6) *Only refuse contained in the carts supplied by or leased from the town will be accepted. Any refuse outside the cart will not be accepted, except as provided for in this section.*

Sec. 58-35. Refuse not acceptable for collection.

The following refuse shall be considered not acceptable for collection *and will not be collected* by the town:

- (1) Dangerous materials or substances such as poisons, acids, caustics, infected materials or explosives.
- (2) Unusual quantities of materials resulting from the repair, remodeling, excavation, construction or cleanup of buildings, structures or grounds, *including lumber, dirt, rock, brick, concrete or cinderblock, wallboard, metal roofing, asbestos and asphalt, shingles, electrical or plumbing materials or fixtures.*
- (3) Liquid wastes, slop or unwrapped garbage.
- (4) Ashes *whether or not* containing hot embers.
- (5) Materials not prepared for collection in accordance with this article.
- (6) Solid wastes resulting from manufacturing or industrial processes or operation.
- (7) *Tree stumps, logs, laps and limbs. Tree stumps, logs, laps and limbs more than four (4) feet in length or four (4) inches in diameter.*
- (8) *Residential or commercial junk. Wood or metal furniture, bed springs and mattresses, large household appliances including stoves, refrigerators, washing machines, dryers. Automotive parts including tires, batteries, cushions, wheels springs, running gears, fenders, bodies, and frames.*
- (9) *Dead animals and offal. Dead animals from pet shops, veterinary hospitals or those from research laboratories. Offal from establishments primarily engaged in the commercial processing of animals, fowl and seafood.*

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(10) *Human and animal wastes. All forms of human or animal wastes deposited in an unsanitary manner.*

(11) *Paint. Containers of paint.*

(12) *Overflow. No bulk or loose refuse, piles of debris or materials.*

(Code 1973, § 8-10)

Sec. 58-36. Frequency of and limitations on collections.

(1) *Places to be served; frequency of collection.* Residential, institutional, governmental and business refuse shall be collected and disposed of in accordance with a schedule determined by the town manager. Any fee for picking up refuse by town personnel shall be set by the town council and thereafter enforced by the town manager. ~~Copies of the fee and collection schedule shall be available to the public through the office of the town manager.~~

(2) *Placement of cart(s) for collection.* All refuse to be collected shall be placed in ~~proper containers~~ *carts provided by the town as provided for in Sec 58-33(1), which shall be placed at the sidewalk or curb line in an unobstructed and clearly visible location. Patrons shall be responsible for seeing that there is sufficient space provided around the cart for the operation of the collection vehicle, where it can be easily and conveniently reached by the collection crew.*

Commercial and industrial collection will be made at ground level, outside from the rear or side of commercial and industrial premises. Collection will also be made from the front of the premises when the carts are placed at the curb, where approved by the town manager.

(3) *When carts to be set out for collection.* Garbage and refuse carts shall be set out for collection by 7:00 a.m. on days of collection. Carts shall not be placed out earlier than 7:00 p.m. on the day before collection and shall be returned to the place of storage from the collection point before 7:00 a.m. on the day following collection. ~~All refuse must be placed out for collection by 8:00 a.m. on the designated collection day.~~

(~~b-4~~) *Limitation on amounts.* ~~Each residential unit may set out not more than four standard containers of each collection. Each place of business, school, institution or governmental agency may set out not more than four standard containers for each collection. Each pickup of bulky combustible refuse under subsection (3) of section 58-33 shall be limited to two bundles for a residential unit, or ten~~ *four* ~~bundles for any other premise served.~~

(5) *Holidays.* ~~No collection will be made on the following holidays, or in the event such holiday falls on Sunday shall not be made on the Monday following, or if such holiday falls on Saturday shall not be made on the Friday preceding: New Year's Day, Lee Jackson King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and the day after Thanksgiving Day, Christmas Day, and any such other day as designated by Town Council.~~ *No collection will be made on holidays observed by the town or in unusual weather conditions, or other emergencies when, in the opinion of the town manager, it is not safe or practical for personnel or equipment to operate. The town manager may set alternative collection dates where the regular collection schedule is affected by holidays, weather conditions or other emergencies.*

(6) *Special collection events.* Collection of Christmas trees, bulky refuse or items not otherwise acceptable for collection may be collected at such times as designated and announced by the town manager.

(7) *Personnel not to enter residence, etc. Under no circumstances shall any operating personnel of the town enter a residence, apartment, commercial establishment, porch, garage or a building of any kind, except sheds used exclusively for the storage of refuse, to collect or assist in the collection of refuse unless specifically approved by the town manager.*

(Code 1973, § 8-11; Ord. of 8-13-90; Ord. No. 2007-05, 5-21-07)

Sec. 58-37. Dump regulations.

Refuse shall be placed at the disposal site only by the town forces.

(Code 1973, § 8-12)

Sec. 58-38. Service charges.

The town manager is empowered to fix charges, subject to approval of the town council, for any refuse service rendered in addition to or in excess of regular refuse collection and disposal. Such charges shall in no case be less than the cost to the town for labor (including full fringes and overhead) plus a reasonable charge for equipment and for the yardage of excavation and cover required for such disposal. *Copies of the fee and collection schedule shall be available to the public through the office of the town manager.*

(Code 1973, § 8-13)

Sec. 58-39. Denial of service to properties delinquent in payment of taxes; duties of town treasurer and director of public works refuse collection foreman.

(1) ~~The refuse collection and disposal service (whether to owner or tenant) shall be discontinued on and after January 1 of each year to premises on which there shall be delinquent town real estate taxes for any previous year, so long as such delinquency continues.~~

(2) ~~The town treasurer shall furnish the director of public works foreman in charge of refuse disposal with a list of properties on each street to which this denial of service applies, and the director of public works foreman shall see that the terms of this section are carried out. The treasurer shall promptly notify the director of public works foreman in every instance when the delinquency against a property shall have been removed.~~

(3) ~~Discontinuance of service under this section shall not relieve the property owner from the duty of maintaining his premises in a sanitary condition, and of preventing any nuisance thereon from garbage or refuse.~~

~~Code 1973, §§ 14; Ord. of 8-12-83, § 8-14.~~

~~Cross reference (25) – Duties of town treasurer as to persons owing debts to town, § 1-15.~~

Sec. 58-40. Rear Loading Containers

(1) *Refuse may be collected from rear loading containers where authorized by the town manager, under conditons set by the town manager.*

(2) *Containers shall be the rear loading type specifically designed for the purpose. The size of containers shall be two (2) through eight (8) cubic yards. Containers shall have lids, drain plugs*

and, at the option of the town, casters. The container user shall provide the container. Containers must conform to town specifications and be approved by the town before being placed into service. The town will not accept responsibility for maintenance of containers.

(3) Containers shall be located on the property to be served at a site approved by the town. Container owners shall be responsible for seeing that there is sufficient space provided around the container for the operation of the collection truck.

(4) Concrete platforms. Containers shall be placed on concrete platforms furnished by the user and built to town specifications. The platform shall be flush with the finished grade and shall be at least ten (10) feet by ten (10) feet by four (4) inches. The site shall be approved by the town, and the forms for the concrete slab shall be inspected and approved before concrete is poured.

(5) Screening of refuse containers. All outdoor refuse containers or areas used for the storage or collection of refuse, including trash dumpsters, shall be screened from view of adjacent properties and the public right-of-way. Screening shall be obtained through the use of fences, walls, evergreen vegetation, earthen berms, or a combination of these methods. Double-bay enclosures, accommodating both refuse and recycling containers, are required where both are an integral part of the operation.

Sec. 58-41. Violations

1) Each violation of this chapter is subject to a civil penalty of up to fifty dollars (\$50.00) as well as subsequent violations arising from the same set of operative facts. The civil penalty for subsequent violations not arising from the same set of operative facts within twelve (12) months of the second violation shall be one hundred dollars (\$100.00). Each business day during which the same violation is found to have existed shall constitute a separate offense. In no event shall a series of specified violations arising from the same set of operative facts result in civil penalties that exceed a total of one thousand dollars (\$1,000.00) in a twelve-month period.

2) The town may, at its sole option, charge a violator of this chapter criminally if three (3) civil penalties have previously been imposed on the same defendant for the same or similar violation, not arising from the same set of operative facts, within a twenty-four-month period. In that event, any person, whether as principal, agent, employee or otherwise, violating, causing or permitting the violation of any section or provision of this chapter shall be guilty of a Class 3 misdemeanor. Each business day during which the same violation is found to have existed shall constitute a separate offense.



UNFINISHED BUSINESS SUMMARY

June 17, 2024

AGENDA ITEM: 8B

Consideration to authorize for a Public Hearing regarding a Franchise Agreement with Fiberlync. (Town Attorney)

SUMMARY:

- Please see attached Franchise Agreement with Fiberlync for review and authorization of Public Hearing.

MOTION FOR CONSIDERATION:

“I move that Town Council authorize a Public Hearing regarding a Franchise Agreement with Fiberlync.”

FRANCHISE AGREEMENT

WHEREAS, the Town of Orange has the authority to grant franchises and other authorizations for the use and occupancy of the Streets (as hereinafter defined); and

WHEREAS, Orange County Broadband Authority d/b/a FiberLync ("Grantee") does not provide local exchange or interexchange telecommunications services within the Town of Orange; and

WHEREAS, the Grantee is a broadband internet access service provider that designs, builds, and operates open access fiber networks; and

WHEREAS, the Grantee desires to obtain a franchise to use and occupy the streets for the purpose of constructing, maintaining and repairing a fiber optic network system; and

WHEREAS, the Town of Orange intends to exercise, to the fullest extent permitted by applicable law, and in accordance with Virginia Constitution Article VII Section 9 and Code of Virginia §§ 15.2-2100 *et seq.* and § 56-460, inter alia, its authority with respect to the regulation of the occupation and use of the Streets in connection with the construction, maintenance and repair of a fiber optic cable and related broadband equipment within the Town's boundaries.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Orange, Virginia ("Town Council"):

1. Definitions. The following terms, as used in this Ordinance, have the following meanings, with all terms defined in the singular to have the correlative meaning when used in the plural and vice versa:
 - a. "Abandonment" means the permanent cessation of all uses of a fiber optic cable system.

- b. “Broadband Internet Access Service” is a mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all internet endpoints, including any capabilities that are incidental to and enable the operation of the communications service, but excluding dial-up internet access service. The term may encompass non-regulated services (“broadband information services”) provided over a broadband internet access service connection.
- c. “Cable Services” means “cable services” as defined in Section 602(5) of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996 and as may be further amended from time to time (the “Cable Act”). In the event that “cable services” is no longer defined in the Cable Act or the definition in the Cable Act otherwise becomes inapplicable, “Cable Telecommunications Services” shall mean “cable services” as defined in the Cable Act immediately prior to such term no longer being defined in the Cable Act or such definition otherwise becoming inapplicable.
- d. “Customer” means any Person who uses the services of the Grantee in the corporate limits of the Town.
- e. “Effective Date” means _____.
- f. “Facilities” means all items installed or proposed to be installed under this ordinance, specifically and all plant, equipment, and property, such as pipes, mains, conduits, ducts, cables, circuits, wires, guy wires, pedestals, cross-connect cabinets,

power supplies, transformers, meters, and lines, located within the public rights-of-way.

- g. “FCC” means the Federal Communications Commission.
- h. “Fiber Optic Cable System” means the plant, equipment, real property (including interests in real property), tangible and intangible personal property, cable, wires, optical fibers, amplifier, antenna, and all other electronic devices, equipment and facilities of a fiber optic cable system provider located in, on, over or under the Streets.
- i. “Franchise” has the meaning set forth in this Ordinance.
- j. “Grantee” means Orange County Broadband Authority d/b/a FiberLync.
- k. “Notice.” Any notices or other communications required or permitted hereunder shall be sufficient if given in accordance with Paragraph 33.
- l. “Ordinance” means this Ordinance, as amended, modified or supplemented from time to time.
- m. “Party” means the Town and the Grantee individually or, when used in the plural, the Town and the Grantee collectively.
- n. “Performance Bond” has the meaning set forth in this Ordinance.
- o. “Person” means an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including a governmental or political subdivision or an agency or instrumentality thereof.
- p. “Streets” means the streets, alleys, parks, parkways, public grounds, waters and other public places and public thoroughfares, other than Structures, of the Town, as

the same now exist or may be hereafter extended or altered, and any location on, over or under, and any portion thereof.

- q. "Structures" includes buildings, signs, fences, tanks, poles, lines, fixtures, equipment, and appurtenances of the Town.
 - r. "Tariff" is a table or listing of fees and the conditions for provision of a service. Tariffs include a schedule of rates, prices, and regulations for services that have been approved by national or international regulatory bodies.
 - s. "Term" has the meaning set forth in this Ordinance.
 - t. "Town" means the Town of Orange, Virginia.
2. Grant of Franchise. The Town grants the Grantee a franchise (the "Franchise") to occupy and use the Streets to install, construct, maintain, upgrade, repair and remove equipment of its Fiber Optic Cable System subject to the conditions of this Ordinance. The Grantee is not authorized to sublicense or sublease to any Person the right to occupy or use the Streets to install, construct, maintain, upgrade, repair or remove equipment or any other facilities for any purpose.
3. Term of Franchise. The Franchise commences on the Effective Date and expires twenty (20) years after the Effective Date, unless the Franchise is renewed. The period of time that the Franchise is in effect is referred to as the "Term."
4. Nonexclusive Franchise. Nothing in the Ordinance affects the right of the Town to grant any Person a franchise to occupy and use the Streets to install, construct, maintain, upgrade, repair and remove such Person's equipment, poles, wires, electrical conductors, optical fibers, conduits, subways, manholes, fixtures, appliances and appurtenances for the purpose of operating a Fiber Optic Cable System or to engage in any other activity in the

Streets, provided that the exercise of such right will not require any existing grantee's facilities to be unreasonably interfered with or relocated. Nothing in this Ordinance affects the right of the Town to occupy and use the Streets to install, construct, maintain, operate, upgrade, repair and remove its equipment, poles, wires, electrical conductors, optical fibers, conduits, subways, manholes, fixtures, appliances and appurtenances or to engage in any other activity in the Streets, provided that the exercise of such right will not require any pre-existing grantee facilities to be unreasonably interfered with or relocated.

5. Renewal. Upon expiration of the initial twenty (20) year term or any automatic renewal thereof, this Franchise may be renewed for up to three (3) consecutive terms of five (5) years each until such time that either party notifies the other party in writing of its desire to renegotiate the Franchise. Such written Notice must be given at least sixty (60) days prior to the expiration of the Term. In no event, however, shall the term extend for more than three five (5) year renewal periods.
6. Services Provided. The Grantee may use the facilities to provide Broadband Internet Access Services. In the event the Grantee seeks to provide additional, regulated services other than those specified in this Franchise, it shall file an application with the Town Manager to amend this Franchise, pursuant to applicable law.
7. Location, Installation and Maintenance of Facilities.
 - a. The Facilities authorized by this Franchise shall be at locations approved by the Town that are reasonably suitable and convenient for the purposes of the Grantee and the Town. Except where approval is within the exclusive jurisdiction of the U.S. Federal Communications Commission, the Virginia State Corporation Commission, or some governmental entity other than the Town, review and

approval of the locations, designs, and appearances of the Grantee's Facilities shall be undertaken by the Director of Public Works or his designee, with the right on the part of the Grantee to appeal from these decisions to the Town Manager, whose decision on any such appeal shall be the Town's final determination as to the location, designs, and appearances of the Grantee's Facilities.

- b. Other than routine maintenance, repair, and replacement, the Grantee shall not place, construct, install, move, alter, or change the location of any Facilities or dig in, cut, or disturb any public street or alley, in a manner that changes the exterior appearance or increases the weight of the Facilities in, over, along, on, and under the public streets and alleys of the Town unless: (1) prior written Notice of its intention to do so has been given to the Department of Public Works and (2) a utility permit has been issued to the Grantee by the Department of Public Works, which permission shall not be unreasonably withheld. In cases of emergency or where the requirement for notice and permission has been expressly waived by the Department of Public Works, notice need not be given and permission need not be obtained. Any permission provided pursuant to this section shall be conditioned upon the Grantee's compliance with the provisions, terms, conditions, and limitations of this Franchise and with such other reasonable and lawful provisions, terms, conditions, and limitations which the Town determines are necessary in order to preserve, protect, or promote the safety of the public using the streets and alleys of the Town, to prevent interference with or obstruction of the use of streets and alleys by the Town, the public, or any public utility or public service

corporation for their respective purposes and functions, or to preserve protect or promote the health, safety and general welfare of the Town and its citizens.

- c. Within 30 days of completion of any new Facilities, the Grantee shall provide the Town, at no cost to the Town, copies of any plans, maps, and records of such new Facilities.
- d. All work involved in the installation, construction, maintenance, upgrade, repair and removal of Facilities shall be performed in a safe, thorough, and reliable manner in accordance with industry, professional, state, and federal mandated standards and using materials of good and durable quality. If, at any time, it is determined by an agency or authority of competent jurisdiction that any Facility is harmful to the health or safety of any person or property, then the Grantee shall, at its own cost and expense, promptly correct all such conditions.
- e. Upon request, but not more than once per calendar year, the Grantee shall submit to the Director of Public Works or his designee, a written description of all major construction projects that the Grantee plans to undertake in, upon, or under the streets, alleys, and other public places of the Town, or that are likely to have an impact upon such public property within the following twelve months. The absence of any proposed work from this plan shall not be grounds for the denial of a permit for the work.
- f. The Grantee shall comply with the Public Works Operations Manual and VDOT Standards and Specifications.

8. Public Works and Relocation of Equipment.

- a. Whenever the Town or any of its departments, agencies, and/or agents, servants, or employees shall grade, regrade, construct, reconstruct, widen, or alter any street or shall construct, reconstruct, repair, maintain, or alter any other municipal public works therein (including but not limited to storm sewers, sanitary sewers, water lines and street lights), except for aesthetic purposes, the benefit of a third party, or the benefit of the Town to compete as a Broadband Internet Access Service provider, it shall be the duty of the Grantee, when so ordered by the Town, within a reasonable time, to alter or relocate at the Grantee's expense its equipment in the Street so as to conform to the established grade or line of such street so as not to unreasonably interfere with such municipal public works so constructed, reconstructed, or altered. In the event the Grantee must relocate equipment pursuant to this Section, the Town shall provide, at no cost to the Grantee, permits and alternative space in the Streets for such relocation of equipment, provided that (i) such alternative space need not be in the exact same Streets but shall be in reasonable proximity to the previous location; and (ii) such space shall be reasonably economically and technologically feasible for the relocation of such equipment.
- b. If the Grantee refuses or neglects to so protect, alter or relocate equipment within ten (10) days after a second Notice to the Grantee by the Town, the Town may break through, remove, alter or relocate equipment and the Grantee shall pay to the Town the reasonable, actual costs incurred in connection with such breaking through, removal, alteration or relocation as described in the preceding paragraph.

- c. The Grantee shall be entitled to any state or federal funds made available to the Town in conjunction with the relocation or protection of work.
 - d. The Grantee shall be given access to the street plans and specifications, and any proposed modifications to such, in the possession of the Town.
9. Third Party, Aesthetic, or Competitive Relocation. If the Town or any Person requests that the Grantee relocate its facilities for aesthetic purposes, the benefit of a third party (including but not limited to a private developer), or the benefit of the Town to compete as a fiber optic cable system operator, then the Town or Person requesting the relocation shall reimburse the Grantee for all such relocation costs.
10. Temporary Raising and Lowering of Wires. The Grantee shall, upon thirty (30) days prior written Notice by the Town or any Person holding a permit to move any Structure or within the time that is reasonable under the circumstances, temporarily raise its cables and wires or otherwise move equipment to permit the moving of said Structure. The Grantee may impose a reasonable charge on any Person other than the Town for any such movement of its equipment and may require payment of such charge prior to such movement.
11. Repair, Replacement, Restoration.
- a. If during the installation, construction, maintenance, upgrade, repair or removal of equipment, the Grantee's negligence or willful misconduct or that of its agents, employees or contractors causes damage to the Town's property, including any Street or Structure, the Grantee shall, at its own cost and expense, replace, repair or restore the Town's damaged property to the condition it was in prior to it being damaged ("Remediate").

- b. If the Grantee fails to Remediate the damage within a reasonable time period, the Town may, after providing written Notice to the Grantee, Remediate the property damage. The Grantee shall reimburse the Town for its reasonable expenses incurred to Remediate the damage.
 - c. Notwithstanding the foregoing, to the extent that the property damage requiring remediation is caused solely or in part by Grantee, its agents, employees or contractors, or a third party's negligence or willful misconduct, the share of the costs for which the Grantee shall be responsible shall be limited to that portion attributable to its negligence.
12. Street Closings. Nothing in this Ordinance waives or releases the rights of the Town in and to the Streets. If all or part of any Street is eliminated, discontinued, closed, de-mapped, or abandoned, then the Grantee shall be granted an easement with rights of ingress and egress, at no additional charge, for all equipment within such areas. If any person requests that all the Grantee equipment be removed from any such street, then that person shall be responsible for all costs associated with removing and relocating equipment to an alternative location, including any costs associated with acquiring private easements for the location of the Grantee's equipment.
13. No Credits or Deductions. Any payments to be made to the Town: (a) shall not be deemed to be in the nature of a tax, and (b) shall be in addition to any and all taxes or other fees or charges that the Grantee may be required to pay to the Town or to any state or federal agency or authority, all of which shall be separate and distinct obligations of the Grantee.
14. Reservation of Rights. No acceptance of any payment by the Town shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount, nor shall such

acceptance of any payment be construed as a release of any claim that the Town may have for further or additional sums payable under the provisions of this Ordinance.

15. Continuing Obligation and Holdover. If the Grantee continues to use equipment in the Streets to provide Broadband Internet Access Services after the Term, then the Grantee shall continue to comply with all applicable provisions of this Ordinance throughout the period of such continued use.
16. Quality. All work involved in the installation, construction, maintenance, upgrade, repair and removal of equipment shall be performed in a safe, thorough and reliable manner in accordance with industry, professional, state and federal mandated standards and using materials of good and durable quality. If, at any time, it is determined by an agency or authority of competent jurisdiction that any equipment is harmful to the health or safety of any person or property, then the Grantee shall, at its own cost and expense, promptly correct all such conditions.
17. Liability Limitation. In connection with any emergency related to the safety, health and welfare of the public, neither the Town nor its officials, employees, agents, attorneys, consultants or independent contractors shall be responsible to the Grantee for any liability as a result of or in connection with the protection, breaking through, movement, removal, alteration, or relocation of any equipment by or on behalf of the Grantee or the Town in accordance with this Franchise. However, nothing in this Section shall waive any rights that the Grantee has against the Town for any negligent or willful acts or omissions of the Town.
18. No Obstruction. In connection with its installation, construction, maintenance, upgrade repair or removal of equipment, the Grantee shall not obstruct the sidewalks, streets,

subways, railways, rivers or other traffic within the Town without the prior consent of the Town. The Grantee shall locate its equipment so that there is minimal interference with any use of the Streets and adjoining property. As soon as practicable, the Grantee shall notify the Town Manager or Public Works Director or their designee of any emergency necessitating an obstruction under this Section, and as necessary to protect the public safety, the Grantee shall coordinate its activities in responding to the emergency with the Town Manager or Public Works Director or their designee. Notwithstanding the forgoing, in the event that obstruction and location of equipment by the Grantee causes interference and such obstruction and interference is required to protect the safety, health and welfare of the public, the Grantee shall make reasonable efforts to minimize the obstruction and interference while reasonably responding to the emergency.

19. Safety Precautions. The Grantee shall, at its own cost and expense, undertake to prevent accidents at its work sites in, at or on the Streets, including the placing and maintenance of proper guards, fences, barricades, watchmen, and suitable and sufficient lighting, in accordance with federal and state law.
20. Emergency Activity. The Town may, at any time, in case of fire, disaster, or other emergency, as determined by the Town in its sole and reasonable discretion, cut or move equipment, in which event the Town shall not incur any liability to the Grantee unless such liability is due to the negligent or willful acts or omissions of the Town. The Town will make every reasonable effort to consult with the Grantee prior to any such cutting or movement of equipment and the Grantee shall be given the opportunity to perform such work itself. The Town shall have the obligation to protect the Grantee's equipment to the maximum extent reasonable under the circumstances. Absent the Town's negligence or

willful misconduct, all costs to repair or replace such equipment shall be borne by the Grantee.

21. Use of Town Structures. This Franchise does not grant to the Grantee use of Town-owned Structures. The terms and conditions of the Grantee's use of any Town-owned Structure shall be set forth in a separate ordinance, agreement, lease or other document, as appropriate.
22. Permits. Except during emergency situations, the Grantee will secure, prior to commencing construction activities, all necessary permits in connection with the installation, construction, maintenance, upgrade, repair and removal of equipment within, on, over, or under the Streets. During emergency situations, the Grantee may take all reasonable measures to restore service and alter its equipment as necessary to ensure the safety of the citizens of the Town. Nothing in this Ordinance waives any of the Town's ordinances or regulations or the Town's right to require the Grantee to secure appropriate permits or approvals for use of the Streets.
23. Compliance with Laws; Licenses, Permits, and Taxes. The Grantee shall comply with all local laws, rules, regulations, orders, or other reasonable and lawful directives of the Town issued pursuant to this Ordinance or with respect to the Town's management of its Streets, provided they are applied in an equitable and nondiscriminatory fashion to all users of the Streets. It is the Grantee's sole responsibility to obtain all permits, licenses and other forms of approval or authorization necessary to install, construct, maintain, upgrade, repair and remove equipment within, on, over and under the Streets. Nothing in this agreement exempts the Grantee from payment of otherwise applicable taxes and fees.

24. Compliance Audits. The Town may conduct compliance audits concerning the Grantee's compliance with the terms and conditions of this Ordinance at any time during the Term, provided that the Town gives the Grantee written Notice sixty (60) days in advance of the commencement of compliance audits, and such audit has not taken place within the previous twenty-four (24) months.
25. Insurance-Specifications. Throughout the Term, the Grantee shall, at its own expense, maintain a liability insurance policy or policies, in a form reasonably acceptable to the Town. The Town shall be included as an additional insured on all insurance policies. At the request of the Town, the Grantee shall provide a certificate of liability insurance demonstrating that the Grantee is maintaining the insurance requirements of this section. Such policy or policies shall be issued by companies duly licensed to do business in the Commonwealth of Virginia. Such policy or policies shall insure (a) the Grantee and (b) the Town and its officials, boards, commissions, council, elected officials, agents and employees against each and every form of liability of the Grantee referred to in this Ordinance in the minimum combined amount of one million dollars (\$1,000,000) for bodily injury and property damage, and Workers' Compensation insurance, as required by Virginia law. The foregoing minimum limitation shall not prohibit the Grantee from obtaining a liability insurance policy or policies in excess of such limitations, provided that the Town, its officials, boards, commissions, council, elected officials, agents and employees shall be named as an additional insured to the full extent of any limitation contained in any such policy or policies obtained by the Grantee.
26. Surety Bond. To ensure faithful performance under this agreement, proper restoration of the Streets, and to ensure work is done in a proper manner without undue damage to the

Streets or other property of the Town, the Town shall require the Grantee to furnish to the Town a Surety Bond in a form acceptable to the Town and made payable to the Town, in an amount not to exceed Fifty Thousand Dollars (\$50,000.00). The Surety Bond shall be written by a corporate surety or bank reasonably acceptable to the Town and authorized to do business in the Commonwealth of Virginia.

27. Indemnification of Town. To the maximum extent permitted by law, the Grantee shall defend, indemnify and hold harmless the Town, its officials, employees, agents, and attorneys, from and against all liabilities arising solely out of or in connection with the installation, construction, maintenance, upgrade, repair or removal of equipment except to the extent that such liabilities, damages, costs and expenses are the result of the Town's negligence or willful misconduct. The Town shall promptly notify the Grantee of any claims, demands, or actions ("Claims") covered by this indemnity after which the Grantee shall defend such Claims. The Grantee shall be entitled to have sole control over the defense through counsel of its own choosing and over settlement of such claim, and the Town shall cooperate in the defense of such Claims. The Town waives the applicability of these indemnification provisions in their entirety if it: (a) elects to conduct its own defense against such claim; or (b) fails to give reasonable notice to the Grantee of such claim such that the Grantee's ability to defend against such claim is compromised. The foregoing indemnity obligations shall not apply to Claims arising from the negligence or willful misconduct of Town; however, they shall apply to Claims arising from the joint negligence of the Grantee and Town, provided that in such cases, the amount of the Claims for which the Town shall be entitled to indemnification shall be limited to that portion attributable to the negligence of the Grantee.

28. Liability of Grantee. The Grantee shall have no liability to the Town and any officer, employee or agent of the Town for any special, incidental, consequential, punitive or other damages as a result of the exercise of any right of the Grantee pursuant to this Agreement or applicable law.
29. Transfer of Franchise.
- a. Consent to Transfer. Neither the Franchise, nor any rights or obligations, of the Grantee pursuant to this Ordinance, nor any guaranty of the performance of the Grantee's obligations pursuant to this Ordinance, shall be assigned, sold, or transferred in any manner without the express written consent of the Town, which consent shall not be unreasonably withheld or delayed.
 - b. Provision of Documents for Due Diligence. Upon the Grantee's Notice to the Town of its intent to transfer the Franchise to a third-party, the Grantee will provide to the Town the documents listed on Exhibit A to permit the Town to conduct due diligence.
 - c. Third-Party – The third-party is defined for purposes of this paragraph as the entity or entities who is/are negotiating with the Authority to purchase the Franchise.
 - d. Non-Disclosure – Town agrees that all of the information provided under paragraph 29(b), which Grantee and/or third-party identifies as proprietary, will be kept confidential by the Town and will be disclosed to Town employees and elected representatives only on a need-to-know basis to the extent possible under law. The Town certifies that it will impress upon any individual who receives access to the information, that such information is confidential and proprietary and may not be disclosed by such individual to anyone.

- e. Opportunity to Restrict Disclosure. The Town may disclose proprietary information of the Grantee or the third-party entity as required by court order, operation of law, or government regulation; but only if, (1) the Town promptly notifies the Grantee of the requirement prior to disclosure, (2) uses diligent and reasonable efforts to limit the scope of such disclosure or obtain confidential treatment of the proprietary information if available, and (3) allows the Grantee to participate in or initiate the process to protect the confidentiality of the Grantee's proprietary information.
- f. Limitation of Time to Review. Following its receipt of the documents as described by 29(b), the Town shall have 45 days to complete its due diligence.
- g. Waiver of Objection. If the Town fails to advise the Grantee of its consent or denial of the proposed transfer on before the 45th day, the Town shall be deemed to have waived its right to object and shall be considered to have consented to the transfer.

30. Termination.

- a. The Town may terminate this Ordinance if the Grantee has not completed installation of its cables and equipment within two (2) years of the Effective Date.
- b. If the Town believes that the Grantee has materially breached the terms or conditions of this Franchise, it shall notify the Grantee, providing sufficient information in the Notice for the Grantee to identify and resolve the breach.
- c. If such breach continues for a period of ninety (90) days following the Notice, and the Grantee has failed to provide written assurances sufficient to satisfy the Town that corrective action has been taken or is being actively and expeditiously pursued, the Town Council may consider terminating this Franchise.

- d. If the Town Council intends to consider termination, it shall provide Notice to the Grantee of the time and place of the meeting at which such termination is to be considered. Such Notice to the Grantee must be provided at least fifteen (15) days prior to the meeting.
- e. Prior to its consideration of termination, the Grantee may appear before the Council at the meeting to present any argument and defense (the "Hearing").
- f. Following the Hearing, the Town Council shall make written findings of fact regarding the alleged breach.
 - i. If appropriate, based on its written findings of fact, the Town Council may, by resolution, declare that this Franchise be forfeited and terminated.
 - ii. Alternatively, in lieu of revocation or forfeiture, the Town Council may, by resolution, impose fines or other sanctions, retroactive to the date of the written Notice, in an amount not to exceed \$200 per day, not to exceed 180 days; or
 - iii. The Town Council may, in its discretion, provide an opportunity for the Grantee to remedy the breach.
- g. Upon the termination or expiration of this Franchise, all of the Grantee's Facilities then in the Town shall remain the property of the Grantee. The parties recognize the importance and difficulty associated with determining the method and means of the disposition of the Facilities.
 - i. The parties agree to establish a joint working committee (the "Committee") within thirty (30) days of the decision to terminate the Franchise. The Committee shall be composed of three (3) representatives from the Town, one

- (1) of whom shall be the Town Manager or his designee, and two (2) representatives from the Grantee. The representatives from the Town shall be appointed by Town Council and the representatives from the Grantee are appointed by the Board of Directors of the Grantee.
- ii. The Committee will develop and recommend to the Town, appropriate courses of action that will adequately protect the Grantee, the public, and the Town, considering the costs and benefits to both parties and the effective use of existing Facilities (the "Committee Report").
 - iii. The working committee shall report its recommendations to the Town Council within five (5) months after the termination or expiration of this Franchise.
 - iv. Within thirty (30) days after the Town Council meeting at which the report was received, the Town Council may, assuming at least fifteen (15) days advance Notice has been provided to the Grantee of the time and place of the Town Council meeting at which the Committee Report is to be considered, order the disposition of the Facilities in a reasonable and prudent manner.
 - v. The Grantee may appear before the Council at the meeting to present any argument and defense.

Notwithstanding the forgoing, in cases where there is an imminent threat to public safety, health or welfare, the Town shall take immediate action as necessary and appropriate to protect the public safety, health and welfare.

31. Entire Ordinance. This Ordinance embodies the entire understanding and agreement of the Town and the Grantee with respect to the subject matter hereof and merges and supersedes all prior representations, agreements and understandings, whether oral or written, between

the Town and the Grantee with respect to the subject matter hereof, including, without limitation, all prior drafts of this Ordinance and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant or independent contractor of the Town or the Grantee.

32. Delays and Failures Beyond the Control of the Grantee. Notwithstanding any other provision of this Ordinance, the Grantee shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Ordinance due to events that are beyond the control of both the Town and the Grantee, including strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, terrorism, sabotage or other events. To the extent that such delay in performance or failure to perform affects only part of the Grantee's capacity to perform, the Grantee shall perform to the maximum extent it is capable of doing so and shall take all steps within its power to correct such cause(s). The Grantee agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible.
33. Notices. Any Notices or other communications required or permitted hereunder shall be sufficiently given if in writing and (i) delivered personally, (ii) sent by certified mail, return receipt requested, postage prepaid ("Mail"), or sent by nationally-recognized overnight mail or courier service ("Overnight Courier"), addressed as shown below, or to such other address as the Party concerned may substitute by written Notice to the other. Any Notice will be deemed received upon (A) the date personal delivery is made, (B) five (5) business days after the date it is deposited in the Mail, (C) one (1) business day after it is deposited

with an Overnight Courier, or (D) the date upon which attempted delivery of such Notice, whether by Mail, Overnight Courier or personal delivery, is refused or rejected.

TOWN/CITY:

Town of Orange
Attention: Town Manager
119 Belleview
Orange, Virginia 22960

GRANTEE:

Orange Co. Broadband Authority d/b/a
Fiberlync
Attention: Chairperson
112 West Main Street
Orange, Virginia 22960

34. Organization, Standing, Power, Authorization and Enforceability. The Grantee is an entity duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia, and is duly authorized to do business in the Town of Orange. The Grantee has all requisite power and authority to execute, deliver and perform this Ordinance and all other agreements entered into or delivered in connection with or as contemplated hereby.
35. Binding Effect. This Ordinance shall be binding upon and inure to the benefit of the Town and the Grantee and their respective successors permitted transferees and assigns.
36. Headings; Other Terms. The headings contained in this Ordinance are to facilitate reference only, do not form a part of this Ordinance, and shall not in any way affect the construction or interpretation hereof. Terms such as “hereby”, “herein”, “hereof,” “hereinafter”, “hereunder”, and “hereto” refer to this Ordinance as a whole and not to the particular sentence or paragraph where they appear, unless the context otherwise requires. The term “may” is permissive; the terms “shall” and “will” are mandatory, not merely directive. All references to any gender shall be deemed to include all others, as the context may require. Terms used in the plural include the singular, and vice versa, unless the context otherwise requires.

37. No Third-Party Beneficiary Rights. Nothing in this Franchise is intended to interfere with any tariffs, contracts or other arrangements between the Grantee and a third party, or to create any third-party beneficiary rights.

[SIGNATURE PAGE TO FOLLOW]

ADOPTED by the Council of the Town of Orange, Virginia this ____ Day of _____.

APPROVED:

Mayor

ATTEST

Clerk of the Council

The terms and conditions of this Franchise are agreed to by franchisee:

Name _____

Authorized Signature _____

Name and Title of Proposer's Authorized Signatory

Date _____

Exhibit A

1. A cover letter on company letterhead, signed by a person with the corporate authority to enter into any contract.

2. References – a list of references of governmental or pertinent organizations who have successfully utilized the proposer's services in designing and deploying a similar project or projects. References must include telephone numbers and names of contact persons.

3. A copy of the State Corporation Commission certificate for the purchaser and a list of officers. If exempt from licensure with the Virginia State Corporation Commission under applicable law, please include a statement why authorization from the Commission is not required.

4. Current financial statements and latest audit report.

5. Trade Secrets/Proprietary Information form



UNFINISHED BUSINESS SUMMARY

June 17, 2024

AGENDA ITEM: 8C

Discussion of Economic Development Manager's position. (Councilmembers Cashell and Pent)

SUMMARY:

- This item has been added to the agenda by Councilmembers Cashell and Pent.



TOWN OF ORANGE, VIRGINIA is currently accepting applications for a full-time **Economic Development Manager** in the Town Manager's Office to perform complex professional work in the development and aggressive implementation managing the Town's Economic Development projects designed to attract industry; create better paying jobs and increase the investment tax base. Duties include participate in marketing the Town and provide assistance to identify prospect opportunities: Reviews, analyzes, and responds to prospective inquiries in a prompt and efficient manner. Works with the Town's Industrial Development Authority (IDA); Writes grant applications for funding; Visits existing businesses on a regular basis; Serves on boards and committees; Candidate must have knowledge of the sales/management principles and methods, and the economic development process; bachelor's degree with major course work in economics, marketing, or business administration having worked in an economic development office is preferred.

The Town of Orange offers an excellent benefits package, prime working conditions and competitive salary. Salary range \$61,440 - \$88,613. Please submit a resume to Wendy J. Chewning, HR Manager/Town Clerk, Town of Orange, 119 Belleview Avenue, Orange, Virginia 22960. Positions are open until filled. For inquiries you may e-mail the HR Manager at townclerk@townoforangeva.org or telephone 540-672-5005. Only applications chosen for an interview can be acknowledged. EOE.

Economic Development Director

FLSA Status: *Exempt*

General Definition of Work

Performs complex professional and administrative work planning, developing, implementing, and managing economic development and tourism programs and services; assisting existing and prospective businesses; coordinating work with the County Administrator and other departments and agencies; overseeing the preparation and maintenance of marketing materials, files, and records; and, related work as required. Serves as the County's primary point of contact for economic development matters. Works under the direction of the County Administrator. Departmental supervision is exercised over the Tourism Manager and administrative staff.

Essential Functions

The following functions are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Responsible for facilitation of business investment, existing business relations and retention, marketing sites and buildings, compiling and maintaining pertinent economic and demographic data, preparing and implementing marketing strategies for targeted business clusters, and initiating, coordinating, and managing partnerships for workforce development programs.

Serves as the primary point of contact for all matters related to economic development.

Coordinates, supports, and maintains working relationships with the Virginia Economic Development Partnership, the Central Virginia Partnership for Economic Development, the Orange County Workforce Center, Orange County Chamber of Commerce, Germanna Community College, Orange Downtown Alliance, Orange County Airport, regional economic development professionals, utility companies, and commercial real estate brokers and companies.

Coordinates, supports, and maintains working relationships with officials and staff with the Town of Orange and the Town of Gordonsville.

Serves as primary staff support to the Economic Development Authority.

Prepares and delivers presentations on economic development to the Economic Development Authority, Board of Supervisors, regional and state economic development organizations, local business leaders, community organizations, and other similar groups.

Develops, implements, and manages state and local economic development incentive programs and policies in coordination with the County Administrator, County Attorney, and other County staff as appropriate.

Manages, coordinates, and supervises the development, marketing, operations, and maintenance of business sites or developments owned by the Economic Development Authority or Board of Supervisors.

Supports and coordinates joint projects, programs, and related matters with the Tourism Manager.

Develops, recommends, and oversees annual operating and capital budgets for the Economic Development & Tourism Office, as well as the Economic Development Authority, and other related budgetary and finance matters as needed.

Maintains working knowledge of economic development and tourism trends and best practices through the Virginia Economic Developers Association, the International Economic Development Council, the Virginia Tourism Corporation and current studies and literature.

Develops, coordinates, implements, and manages special projects, as assigned.

Performs administrative and management tasks as department head.

Performs related tasks as required.

Knowledge, Skills, and Abilities

Thorough knowledge of modern principles and practices of economic development and tourism; thorough knowledge of the principles and practices of public and business administration; ability to attract and retain business investment and jobs for the County; ability to prepare clear and comprehensive reports, memorandums, and presentations; ability to communicate ideas clearly and concisely, both orally and in writing; ability to establish and maintain effective working relationships with business leaders, elected and appointed officials, associates, and the public.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and Experience

Bachelor's degree with training as indicated below in the Special Requirements section and extensive experience in state or local economic development office or consulting firm or equivalent combination of education and experience. Master's degree preferred.

Physical Requirements

This work requires the regular exertion of up to 10 pounds of force; worker is frequently sitting and speaking or hearing and occasionally requires walking and using hands to finger, handle, or feel; work has no special vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, operating motor vehicles or equipment, and observing general surroundings and activities; work has no exposure to environmental conditions; work is generally in a moderately noisy location (e.g. business office with telephones, copiers, computer printers, and light traffic).

Special Requirements

Economic Development Institute basic courses.

Certified Economic Developer (CEcD) preferred.

Possession of an appropriate driver's license valid in the Commonwealth of Virginia.

639

TOURISM /ECONOMIC DEVELOPMENT DIRECTOR

FLSA Status: Exempt

GENERAL DEFINITION AND CONDITIONS OF WORK:

Performs intermediate professional work planning, organizing and overseeing tourism promotion, sales and public relations, website content management, and economic development; does related work as required. Work is performed under the general supervision of the Town Manager. Supervision is exercised over department personnel.

This is medium work requiring the exertion of up to 50 pounds of force occasionally, up to 20 pounds of force frequently, and up to 10 pounds of force constantly to move objects; work requires reaching, standing, walking, fingering, and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for preparing and analyzing written or computer data, operation of machines, operation of motor vehicles or equipment, and determining the accuracy and thoroughness of work; the worker is subject to inside and outside environmental conditions.

ESSENTIAL FUNCTIONS/TYPICAL TASKS:

Developing, planning, organizing and implementing tourism program for Town and County; acts as the content manager for the various town websites; coordinates and acts as a liaison with the County Economic Development Director; coordinating work with Town Manager, tour providers, and local destination agency and event staff; attending travel and trade shows.

Coordinates promotional and tourist activities with civic, business, corporate, historical and cultural groups;

Establishes priorities, goals, and objectives for the development and implementation of a comprehensive marketing plan in new and established markets;

Content manager for the various town websites and social media outlets and works closely with IT and using departments to maintain professional and current web sites and content;

Manages the Culpeper Arts Council website;

Works closely with the County Economic Development Director and Town Management Team to promote economic development activities within the Town and to support efforts of the Culpeper County Economic Development Director;

Prepares department and Visitor Center budget and monitors expenditures;

Manages the department's advertising program;

Directs the development and distribution of marketing tasks;

Attends travel and trade shows;

Supervises Tourism and Visitor Center staff;

Works closely with Culpeper Economic Development Advisory Commission; Virginia Tourism Corporation (VTC), Virginia Film Office, Virginia Economic Development Partnership, and other Virginia and Mid-Atlantic Destination Marketing Organizations;

Performs related tasks as required.

KNOWLEDGE, SKILLS AND ABILITIES:

Thorough knowledge of methods, approaches and procedures involved in tourist promotion; thorough knowledge of branding, advertising and tourism marketing techniques, best practices, and methods; ability to create promotional materials and direct related designers/agencies through the creative process to create promotional materials, as needed; knowledge of current marketing technologies and new media; ability to write and curate creative content and web and social media; knowledge of media relations and ability to write delicate news releases; ability to manage web content effectively; thorough knowledge of economic development concepts and activities; ability to establish and maintain effective working relationships with government officials, associates, citizens and the traveling public; ability to express ideas clearly and effectively orally and in writing; experience with grant writing, marketing statistics and market research methodology.

EDUCATION AND EXPERIENCE:

Bachelor's degree in business administration or marketing or related field and a minimum of five years of relevant experience in a similar position in the field of tourist promotion or marketing.

SPECIAL REQUIREMENTS:

Possession of an appropriate driver's license valid in the Commonwealth of Virginia.

6-40

Town of Culpeper



UNFINISHED BUSINESS SUMMARY
June 17, 2024

AGENDA ITEM: 8D

**Discussion of evaluation and scheduling of Town Council appointed staff.
(Councilmember Cashell)**

SUMMARY:

- This item has been added to the agenda by Councilmember Cashell.



UNFINISHED BUSINESS SUMMARY
June 17, 2024

AGENDA ITEM: 8E

**Consideration of new appointment of Council liaison to the Town's Planning Commission.
(Councilmember Pent)**

SUMMARY:

- This item has been added to the agenda by Councilmember Pent.



UNFINISHED BUSINESS SUMMARY

June 17, 2024

AGENDA ITEM: 8F

**Town Council will discuss unified goals to accomplish this coming fiscal year.
(Councilmember Cashell)**

SUMMARY:

- This item has been added to the agenda by Councilmember Cashell.

NEW BUSINESS



NEW BUSINESS
Monday, June 17, 2024

AGENDA ITEM: 9A

Consideration of Ordinance (ORD2024-03) permitting the prosecution of traffic offenses in FY25.

SUMMARY:

- This Ordinance is adopted annually to allow for the prosecution of traffic offenses.
- Please see attached Ordinance for consideration..

MOTION:

“I move that Town Council adopt Ordinance (ORD2024-03) permitting the prosecution of traffic offenses in FY25.”



ORDINANCE ORD2024-03

Section 70-2. Adoption of State law.

Pursuant to the authority §46.2-1313 Code of Virginia, effective July 1, 2023, all of the provisions and requirements of the laws of the Commonwealth contained in Code of Virginia, title 46.2 (§46.2-100 et seq.), and in Code of Virginia, title 18.2, chapter 7, article 2 (§18.2-266 et seq.), except those provisions and requirements, the violation of which constitutes a felony or by nature can have no application to or within the town, are hereby adopted and incorporated in to this chapter by reference and made applicable within the town along with all future amendments thereto. Such provisions and requirements are hereby adopted, mutatis mutandis, and made a part of this chapter as fully as though set forth at length herein and it shall be unlawful for any person within the town to violate, fail, neglect or refuse to comply with any provisions of Code of Virginia, title 46.2 or Code of Virginia, title 18.2, chapter 7, article 2 (§18.2-266 et seq.), which are adopted by this section; provided, that in no event shall the penalty imposed for violation of any provision or requirement hereby adopted exceed the penalty imposed for a similar offense under Code of Virginia, title 46.2, or under Code of Virginia, title 18.2, chapter 7, article 2.

C E R T I F I C A T E

I certify that the foregoing Ordinance was duly adopted by the Town Council of the Town of Orange on the 17th day of June, 2024.

Kimberly A. Strawser, CMC, Deputy Town Clerk



NEW BUSINESS
Monday, June 17, 2024

AGENDA ITEM: 9B

Consideration to cancel Monday, July 1, 2024, Town Council work session meeting.

SUMMARY:

- Staff is requesting that Town Council cancel the Monday, July 1st work session meeting because Town Council normally only meets and holds only one meeting in July and December.

MOTION:

“I move that Town Council cancel the Monday, July 1st Town Council work session meeting because there is normally only one meeting held in July which is the regular meeting.”