

TOWN OF ORANGE



COUNCIL MEETING PACKAGE

MONDAY, JULY 15, 2024

7:00 P.M.



**Meeting Agenda
Monday, July 15, 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 Hearing – Town Council will hold a Public Hearing regarding a Franchise Agreement and Ordinance with the Orange County Broadband Authority d/b/a Fiberlync.**
- 6. 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.***
- 7. Consideration of Town Council Meeting Minutes of June 17th and July 1st, 2024.**
- 8. Reports**
 - [A] Finance Report – Director of Finance.**
- 9. Unfinished Business:**
- 10. New Business:**
 - [A] ODA request to place benches on Main Street. (Director of Community Development)**
 - [B] Request from John Reynolds for crosswalk traversing N. Madison Road. (Director of Community Development)**
- 11. Town Council will hold a Closed Session Under 2.2-3711(A) Subsection 1 for a discussion of personnel in the Town Manager’s Office and Water Treatment Plant.**
- 12. Adjournment.**

PUBLIC HEARINGS

THURSDAY, JULY 24, 2008



PUBLIC HEARING SUMMARY
July 15, 2024

AGENDA ITEMS: 5

Town Council will hold a Public Hearing regarding a Franchise Agreement and Ordinance with the Orange County Broadband Authority d/b/a Fiberlync.

SUMMARY:

- Please also see attached Franchise Agreement and Ordinance before Council for consideration.

PUBLIC HEARING OUTLINE:

1. Mayor calls for presentation. (*Town Attorney*)
2. Mayor declares the Public Hearing open and calls for public comment.
3. Mayor declares the Public Hearing closed.
4. Mayor Roby calls for comments/vote (if any) from Town Council.

MOTION:

“I move that Town Council adopt Ordinance ORD2024-04 granting a twenty year, on-exclusive franchise to Orange County Broadband Authority d/b/a Fiberlync for a fiber infrastructure within the public rights-of-way of the Town of Orange.”

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 Bellevue
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



Ordinance No. 2024-03

AN ORDINANCE GRANTING A TWENTY-YEAR NON-EXCLUSIVE FRANCHISE TO ORANGE COUNTY BROADBAND AUTHORITY D/B/A FIBERLYNC FOR A FIBER INFRASTRUCTURE WITHIN THE PUBLIC RIGHTS-OF-WAY OF THE TOWN OF ORANGE

WHEREAS Orange County Broadband Authority d/b/a FiberLync has applied to the Town Council for a twenty-year, non-exclusive franchise for fiber in the public rights of way, and

WHEREAS the Town Council of the Town of Orange hereby finds that the grant of the franchise in the public interest.

NOW THEREFORE, the Town Manager is hereby authorized and directed to execute a franchise agreement between the Town of Orange and Orange County Broadband Authority d/b/a FiberLync, in substantially the same form as the agreement attached to this ordinance, subject to the review and approval of the Town Attorney.

This ordinance becomes effective immediately.

CERTIFICATE

I certify that the foregoing Ordinance was duly adopted by the Town Council of the Town of Orange on the 15th day of July 2024.

Wendy J. Chewning, MMC, Town Clerk

MINUTES

Town Council Meeting Minutes
June 17, 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, Deputy Town Clerk Kimberly Strawser, CMC/CZA, Town Attorney Catherine Lea, Director of Finance Dianna Gomez, and Director of Public Works Larry Bond. Town Clerk Wendy J. Chewning, MMC was absent.

CALL TO ORDER

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

ADOPTION OF AGENDA

The Deputy Town Clerk stated that agenda item 6, said consideration of April 15, 2024 meeting minutes and it should be consideration of May 20, 2024 meeting minutes. Councilmember Cashell stated that agenda item 8 [C] should have been Discussion of Economic Development Strategy. A motion was made by Vice-Mayor Sherman, seconded by Councilmember Waugh-Robinson, to adopt the agenda, 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.

PUBLIC COMMENT

Julia Lyman of 237 Blue Ridge Road appeared before Council regarding the following items: Ms. Lyman thanked the Director of Community Development John Cooley and Town Manager Greg Woods for keeping residents informed regarding the Standpipe Project. Ms. Lyman stated that the curb at Blue Ridge Drive and Blue Ridge Road was busted up and needed repair. Ms. Lyman thanked everyone that helped reduce the feral cat problem at 208 Lee Avenue. Ms. Lyman stated that she would like Council to enact an ordinance to prevent residents from putting food out that would attract animals. Ms. Lyman expressed her support for the recent efforts regarding the train horns in town, that was a known problem.

Kathy Judge of 113 N. Madison Street appeared before Council regarding the feral underground cats and racoons. The Town Manager reported that Animal Control was contacted regarding the feral cats, and they were removed.

Mayor Roby asked that the Town Manager work with the Director of Public Works to address the curb at the intersection of Blue Ridge Drive and Blue Ridge Road.

Town Council Meeting Minutes
June 17, 2024
Page Two

TOWN COUNCIL CONSIDERED TOWN COUNCIL MEETING MINUTES OF MAY 20TH, 2024

A motion was made by Councilmember Waugh-Robinson, seconded by Vice-Mayor Sherman, to adopt the minutes of May 20th, 2024, 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 unanimously.

REPORTS

PRESENTATION BY ORANGE VOLUNTEER FIRE DEPARTMENT CHIEF WHIT JACOBS – FY23 ANNUAL REPORT

Chief Whit Jacobs presented the department's FY23 Annual Report.

DIRECTOR OF FINANCE - FINANCE REPORT

The Director of Finance reported on the eleventh month for FY24.

The Director of Finance reported that the General Fund Tax revenues included one significant YTD favorable variances to budget: \$279K for Meals Tax. The Director of Finance reported further that Real Estate taxes collected were \$635K which was over budget for the year.

The Director of Finance reported that in addition to the favorable tax revenue variances that interest income was \$192K favorable to budget due to the rate increases and timing of ARPA Fund deposits.

The Director of Finance reported that Water Sales Revenue YTD was \$1.507M and revenue was projected to be favorable to budget even with the removal of water availability fees for the fourth quarter.

The Director of Finance reported that Sewer Sales Revenue YTD was \$2.076M and revenue was projected to be in line with the budget even with the removal of sewer availability fees for the fourth quarter.

The Director of Finance reported that payments for the month were \$891K. The Director of Finance reported further that a debt payment of \$325K was made to Virginia Resources Authority, \$39K was paid to Sheehy Ford for the Town Hall vehicle, \$66K was paid to Maverick Construction for the Macon Road Mixer, \$58K was paid to Rinker Design Associates for the water and sewer line projects and \$9K was paid to Acme Parking Lot Striping. The Director of Finance stated that other payments were normal course of business expenses.

The Director of Finance reported that expenditures from the \$5.3M ARPA funding were \$2.9M ITD, of which \$140K went toward engineering services and equipment for the Liquid Feed

Town Council Meeting Minutes
June 17, 2024
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project at the Water Plant, \$231K was for the new SCADA system for the Sewer Plant, \$428K was for Standpipe Engineering services, a new generator and land, \$107K was for the Macon Road Mixer, \$69K was for the Water Line Engineering Services, \$427K was for the Sewer Lin Engineering Services, \$87K was for an intake pump and pump repairs, and \$11K was for engineering services for the millimeter screen project.

The Director of Finance stated that reimbursement was submitted to VDH in the amount of \$1.314M for the Standpipe Construction and reimbursement was received. The Director of Finance reported that an additional \$113K will be submitted at the end of the quarter.

The Director of Finance gave a brief summary from the Virginia Investment Pool Monthly Report. The Director of Finance stated that the Federal Reserve rates have been steady since the last hike in July. The Director of Finance reported that there may be a 25-basis point cut in September and a second rate cut by the end of the year. The Director of Finance reported further that the VIP Stable Value fund yield was 5.45% for May, which the Town of Orange has \$953K invested in the fund. The Director of Finance stated that the VIP High Quality Bond fund yield was 4.92% for May, which the Town of Orange has \$683K invested in the fund.

MISCELLANEOUS REPORTS

None.

UNFINISHED BUSINESS

CONSIDERATION OF TRASH ORDINANCE (ORD2024-02)

The Town Attorney reviewed the recommended changes from the May 20th Town Council meeting as requested by Council. The Town Attorney stated that the Trash Ordinance (ORD2024-02) was before Council for their consideration.

The Town Attorney reported that in Section 58-2 (b) flammable liquid information was reflected in Virginia Code and State Fire Code and was the reasoning for it being included in the ordinance. It was consensus of Council to include metal or approved plastic containers to this section. The Town Attorney read the amendment to Section 58-2 (b).

A discussion was held regarding the collection of cardboard and limbs, Council asked for clarification. The Director of Public Works stated that limbs could be bundled for collection and cardboard boxes should be broken down for collection.

After discussion, motion was made by Councilmember Waugh-Robinson, seconded by Councilmember Pent, to adopt the Trash Ordinance (ORD2024-02), as amended. On roll call vote, Councilmember Waugh-Robinson – aye, Councilmember Pent – aye, Vice-Mayor Sherman – aye, Councilmember Cashell – aye and Mayor Roby – aye. The motion carried unanimously.

Town Council Meeting Minutes
June 17, 2024
Page Four

CONSIDERATION TO AUTHORIZE FOR A PUBLIC HEARING REGARDING A
FRANCHISE AGREEMENT WITH FIBERLYNC

The Town Attorney gave an update regarding the Franchise Agreement with Fiberlync. The Town Attorney requested an authorization of a Public Hearing for the July 15th regular meeting. The Town Attorney reported that the version of the agreement in the Council packet was the draft of the agreement. The Town Manager reported that the Town should receive the final draft from the Board after their July 9th meeting.

After discussion, motion was made by Councilmember Pent, seconded by Vice-Mayor Sherman, to authorize a Public Hearing regarding a Franchise Agreement with Fiberlync. On vote, Mayor Roby – aye, Vice-Mayor Sherman – aye, Councilmember Cashell – aye, Councilmember Pent – aye, and Councilmember Waugh-Robinson -aye. The motion carried unanimously.

The Town Manager stated that the Public Hearing will be on July 15th, at the Town Council regular meeting.

DISCUSSION OF ECONOMIC DEVELOPMENT STRATEGY

Councilmember Cashell stated that a vision and mission statement was needed before hiring for the Economic Development position. Councilmember Cashell reported that he found some helpful information when doing research, a document from the EPA, which was a framework for creating smart growth – Economic Development Strategy, a tool for small cities and towns. Councilmember Cashell stated there needed to be a clear objective for Economic Development from the Council to move forward.

Vice-Mayor Sherman asked if the information Councilmember Cashell was requesting would be an addition to the job description that the Town Manager gave Council.

Mayor Roby stated that it was important for the person hired to be involved in creating the objective, mission and vision for Economic Development.

Councilmember Cashell stated that there should be a clear vision for what the Council was looking for or formulate a committee. Councilmember Cashell suggested that Council have a work session meeting.

Councilmember Pent gave a handout to the Council that included 11 categories with goals stated along with the mechanism and metric for each goal. Councilmember Pent requested that Council have a work session meeting to discuss further.

Councilmember Waugh-Robinson stated she was ready to move forward with the Economic Development position.

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June 17, 2024
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Mayor Roby confirmed that the hire date was July 1st. The Town Manager stated that we could advertise now and hire after July 1st.

After lengthy discussion, Mayor Roby stated that July 1st Work Session meeting was on the agenda under new business, for consideration to cancel the meeting. Mayor Roby questioned Council if a meeting was held if everyone would be present, as well as staff. Mayor Roby instructed the Town Manager to advertise the position and to move forward. Mayor Roby stated then Council would work together to review goals. Mayor Roby stated Council would vote on the July 1st work session when Council got to the item on the agenda under new business.

The Town Manager confirmed that for the July 1st meeting the agenda item would be discussion of Economic Development Strategic Plan.

DISCUSSION OF EVALUATION AND SCHEDULING OF TOWN COUNCIL APPOINTED STAFF

Councilmember Cashell stated that the agenda item should say discussion of evaluation of Town Council appointed staff. Councilmember Cashell stated further that it was his understanding that all people that report to Town Council should have annual reviews. Mayor Roby stated that she checked on that and shared that the Town Clerk, and the Zoning Administrator were appointed by Town Council, but their positions were evaluated by the Town Manager.

Mayor Roby stated further that Town Council interviewed and hired the Town Manager and the evaluation was completed by Town Council. Mayor Roby reported that an evaluation form was available and in place. Mayor Roby explained that when completing that form that the Personnel Rules and Regulations should be referenced if there were any questions.

Mayor Roby stated that the Town Council interviewed and made a recommendation to the Town Manager for the hiring of the Town Attorney. Mayor Roby stated further that the Town Attorney was retained by a contract. Mayor Roby stated that Council did not evaluate the Town Attorney.

Mayor Roby stated that the only person that was evaluated by Town Council was the Town Manager. Councilmember Cashell inquired if the evaluation was done annually. Mayor Roby stated that it could be done annually. Mayor Roby stated further that any discussion of personnel was done in closed session.

Mayor Roby stated that the evaluation of the Town Manager had not been done for several years. Councilmember Cashell stated that the evaluation should be done annually.

Mayor Roby stated that if there ever came a time when a member of Council had a concern about an employee, they would discuss that with the Town Manager.

Town Council Meeting Minutes
June 17, 2024
Page Six

After discussion, Mayor Roby stated that she would talk to the Town Clerk when she returned from vacation and have the evaluation forms sent out to Council. Mayor Roby stated this would be done as a closed session discussion at the July 15th Town Council regular meeting. The Town Manager stated the Town Manager's job description, and the Town Charter would be sent out as well. It was the consensus of Council to add this to the July 15th Council meeting agenda.

CONSIDERATION OF NEW APPOINTMENT OF COUNCIL LIAISON TO THE TOWN'S PLANNING COMMISSION

Mayor Roby stated that she and Councilmember Pent discussed this. Mayor Roby stated that she would be the new liaison to the Town's Planning Commission.

TOWN COUNCIL WILL DISCUSS UNIFIED GOALS TO ACCOMPLISH THIS COMING FISCAL YEAR

Councilmember Cashell stated that as a Council it would be effective to have some collective goals. Councilmember Cashell stated further that it would bring the Council together in order to accomplish things and to make a plan for the upcoming year.

Mayor Roby stated that could be done at the upcoming August work session. Vice-Mayor Sherman stated that these types of things were normally discussed at the Council Retreat and prior to the budget. Mayor Roby stated that this may be something that should wait until after the election, that the Council could completely change. Councilmember Cashell disagreed and stated that if that was the case then the Economic Development discussion should be postponed as well.

After discussion, it was decided that a discussion of goals would be done at the August work session.

NEW BUSINESS

CONSIDERATION OF ORDINANCE (ORD2024-03) PERMITTING THE PROSECUTION OF TRAFFIC OFFENSES IN FY25

The Town Manager stated this was done annually and must be done by July 1st.

A motion was made by Councilmember Waugh-Robinson, seconded by Vice-Mayor Sherman, to adopt Ordinance (ORD2024-03) permitting the prosecution of traffic offenses in FY25. On roll vote, Councilmember Cashell – aye, Councilmember Waugh-Robinson – aye, Councilmember Pent – aye, Vice-Mayor Sherman – aye and Mayor Roby – aye. The motion carried unanimously.

Town Council Meeting Minutes

June 17, 2024

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CONSIDERATION TO CANCEL MONDAY, JULY 1, 2024, TOWN COUNCIL WORK SESSION MEETING

A motion was made by Councilmember Waugh-Robinson, seconded by Councilmember Pent to strike this from the agenda. On vote, Mayor Roby – aye, Vice-Mayor Sherman – nay, Councilmember Cashell – aye, Councilmember Pent – aye, and Councilmember Waugh-Robinson. The motion carried with one member voting nay.

Town Council will hold their Monday, July 1st Work Session meeting at 6 p.m. in the Town's Community Meeting Room.

With no further business the meeting adjourned at 8:42 p.m.

Kimberly Strawser, CMC
Deputy Town Clerk

Martha B. Roby, Mayor

Town Council Meeting Minutes
July 1, 2024
Page One

The Orange Town Council held a work session meeting at 6:00 p.m. in the Town of Orange Community Meeting Room. Town Councilmembers present were: Mayor Martha B. Roby, Vice-Mayor Frederick W. “Rick” Sherman, Jr., and Councilmembers Jason Cashell, Jeremiah Pent, and Donna Waugh-Robinson. Staff members present were: Town Manager Gregory S. Woods, Town Clerk Wendy J. Chewning, MMC, Town Attorney Catherine Lea, and Deputy Chief Rebecca Nelson.

CALL TO ORDER

Mayor Roby opened the meeting. The Town Clerk called roll and noted that there was a quorum present.

ADOPTION OF AGENDA

The Town Manager recommended adding the discussion of declaring drought conditions in the Town to the agenda.

Mayor Roby recommended moving the discussion of drought discussion to number 5 and the discussion of the Economic Development Strategic Plan to number 6.

Motion was made by Councilmember Waugh-Robinson, seconded by Councilmember Pent, to adopt the agenda, 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.

DISCUSSION OF PUBLIC COMMENT AT REGULAR TOWN COUNCIL MEETINGS

Mayor Roby stated that individuals who live by themselves find it concerning to state their address during the Public Comment portion of Town Council regular meetings. The Town Attorney stated that it was not a requirement to state your address, but it was nice for staff to have. After discussion, it was consensus of Council to still have the address on the sign-up card but add a box on the card where the citizen could check that they are a town citizen or town business, and the addresses would not be announced at the meetings.

DISCUSSION OF DECLARING DROUGHT CONDITIONS

The Town Manager reported that the State Drought Committee met this morning, and the State was on a Drought Watch. The Town Manager reported that the Town did not have any problem at this time, as the reservoir was full, but he was requesting that Town Council consider moving into Drought Condition 1 – Voluntary.

After discussion, it was the consensus of Council to move into Drought Condition 1 – Voluntary effectively immediately.

Town Council Meeting Minutes
July 1, 2024
Page Two

CONTINUED DISCUSSION OF ECONOMIC DEVELOPMENT STRATEGIC PLAN

A lengthy discussion was held by the Town Council and staff on shared goals for the Town's Economic Development Strategic Plan, and the job description for the Town's new Economic Development Manager.

It was the consensus of the Town Council to move forward with the hiring of a new Economic Development Manager.

With no further business the meeting was adjourned at 7:32 p.m.

Wendy J. Chewning, MMC
Town Clerk

Martha B. Roby, Mayor

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: July 3, 2024
SUBJECT: Summary Financial Report – June 2024

The following is a summary report of the financial condition of the Town as of June 30, 2024, the twelfth period of FY 2024 budget as approved and amended (amendments were made in August). This report covers 100% of the current fiscal year. Please review the attached schedules for specific category results.

General Fund

General Fund revenues year to date were \$6,553,613 or 69.64% of the FY 2024 annual budget. Referring to our annual projections spreadsheet (attached), the revenue position for the Net General Fund (**excluding reserve usage**) is \$207,566 lower than the budget. This includes a \$941,781 reduction of the VDOT paving reimbursement because the Town did not spend the money this year.

Tax revenue for the month was \$443,064 of which 38% was derived from Meals Tax, 42% came from Real Estate Tax, and 9% was Bank Franchise fees.

Year to date Tax revenue was \$362,429 higher than budget. This was driven by Meals Tax.

Year to date Interest Income was \$206,114 favorable to budget due to timing of ARPA spending.

Year to date General Fund expenditures were \$6,299,195 or 66.93% 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 \$1,645,379 or 24.31% of the annual budget. Year to date revenue (**excluding reserve usage**) was \$114,083 higher than the budget driven by Water Sales and Interest Income.

Year to date Water Fund expenditures of \$2,130,539 were 31.47% 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 \$1,425,128 for the year.

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

Other costs are in line with the budget for the period considering the timing of the debt payments.

Waste Water Fund

Sewer Fund Revenues year to date were \$2,249,489 or 71.84% of the annual budget. Sewer revenue includes the offset to the higher Water Fund Sludge treatment costs. Year to date revenue **(excluding reserve usage)** was \$15,895 higher than budget driven by Leachate Sales.

Year to date Sewer Fund expenditures of \$2,846,868 were 90.92% 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 June 30, 2024 was \$9,356,858 with \$4,519,985 reserved for projects or dedicated to specific uses. The cash balance includes \$1,644,099 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 June 30, 2024 is included with this report. The summary includes the significant debt payments.

**Town of Orange
Revenue Accounts
Month of June 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	460,770	185,774	646,544	-	646,544	11,544
Personal Property	195,000	229,030	2,104	231,134	-	231,134	36,134
Public Service Corp.	28,000	23,144	-	23,144	-	23,144	(4,856)
Delinquent	-	-	-	-	-	-	-
Cigarette	72,000	57,600	5,400	63,000	-	63,000	(9,000)
Bank Franchise	150,000	105,448	39,667	145,115	-	145,115	(4,885)
Utility Consumer	231,600	203,518	17,815	221,332	-	221,332	(10,268)
Electric Consumption	15,000	13,207	905	14,112	-	14,112	(888)
Local Sales	350,000	336,531	0	336,531	-	336,531	(13,469)
Motor Vehicle Registration Fees	95,000	110,777	1,793	112,569	-	112,569	17,569
Business & Prof. License	200	1,697	100	1,797	-	1,797	1,597
Meals	1,500,000	1,671,912	166,729	1,838,642	-	1,838,642	338,642
Transient/Occupancy	150,000	148,297	12,970	161,267	-	161,267	11,267
Communications	127,500	106,735	9,807	116,542	-	116,542	(10,958)
Sub-Total Taxes	3,549,300	3,468,666	443,064	3,911,729	-	3,911,729	362,429
Licenses & Permits							
Licenses & Permits	100	300	-	300	-	300	200
Sub-Total Licenses	100	300	-	300	-	300	200
Fines & Forfeitures							
Court Fines	86,000	98,895	11,531	110,426	-	110,426	24,426
Sub-Total Fines	86,000	98,895	11,531	110,426	-	110,426	24,426
Intergovernmental - State							
Skills Games Fee	1,800	-	-	-	-	-	(1,800)
Rolling Stock	6,600	7,235	-	7,235	-	7,235	635
Motor Vehicle Rental	-	35,713	3,949	39,662	-	39,662	39,662
Mobile Home (RV) Registration	-	-	-	-	-	-	-
Law Enforcement Assistance	117,460	97,166	33,126	130,292	-	130,292	12,832
PPTR Revenue	89,615	89,615	-	89,615	-	89,615	-
State Highway Maint. Fund	1,261,052	946,352	315,451	1,261,803	-	1,261,803	751
Misc. Grants - (DMV) Law Enf. OT	2,000	8,603	1,196	9,799	-	9,799	7,799
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	1,212,527	353,722	1,566,249	-	1,566,249	64,868
Investments/Sales of Assets							
Interest Income	100,000	283,572	22,542	306,114	-	306,114	206,114
TowerCom Capital Lease	-	-	-	-	-	-	-
Sale of Surplus Property	-	16,750	-	16,750	-	16,750	16,750
Sales of Recycled Materials	-	1,304	-	1,304	-	1,304	1,304
Sub-Total Investments/Sales of Asset:	100,000	301,626	22,542	324,168	-	324,168	224,168
User Fees							
Planning & Development Fees	2,500	5,237	800	6,037	-	6,037	3,537
Transit Collections	21,684	16,263	-	16,263	-	16,263	(5,421)
Porterfield Park Shelter	3,000	1,800	150	1,950	-	1,950	(1,050)
Depot Community Room	300	1,530	280	1,810	-	1,810	1,510
Public Works Community Room	3,300	2,705	-	2,705	-	2,705	(595)
Trash Collection - Commercial	50,000	52,154	4,183	56,337	-	56,337	6,337
Trash Collection - Residential	106,000	98,974	9,801	108,775	-	108,775	2,775
Taylor Park	50	295	50	345	-	345	295
Sub-Total User Fees	186,834	178,958	15,263	194,222	-	194,222	7,388
Miscellaneous Revenue							
Misc. General Fund Revenue	10,000	14,066	81	14,146	-	14,146	4,146
DMV Stop Fees	500	4,307	265	4,572	-	4,572	4,072
Administrative Fee	2,004	5,466	300	5,766	-	5,766	3,762
VRTA Reimbursements - TOOT	-	39,252	4,437	43,689	-	43,689	43,689
Expenditure Refunds	20,000	15,066	-	15,066	-	15,066	(4,934)
Internal Charges	413,328	378,884	34,444	413,328	-	413,328	-
ARPA - NEU FUNDS	-	-	-	-	-	-	-
Capital Fund (Real Estate Applied)	(240,688)	-	-	-	-	-	240,688
Add'l Transfers to Capital Fund	(3,573,840)	-	-	-	-	-	3,573,840
Reserve Fund	3,552,541	-	-	-	-	-	(3,552,541)
Sub-Total Miscellaneous	183,845	457,041	39,527	496,567	-	496,567	312,722
Total General Fund	5,607,459	5,718,013	885,648	6,603,661	-	6,603,661	996,202

5.12

**Town of Orange
Revenue Accounts
Month of June 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	-	6,009	(941,781)
ISTEA Mainstreet Project	-	-	-	-	-	-	-
ISTEA Railroad Avenue	-	-	-	-	-	-	-
General Fund Capital Proceeds	240,687	-	-	-	-	-	(240,687)
Add'l Transfers from General Fund	2,615,121	-	-	-	-	-	(2,615,121)
Loan Proceeds	-	-	-	-	-	-	-
Capital Reserve Fund	-	-	-	-	-	-	-
Total Capital Fund	3,803,598	6,009	-	6,009	-	6,009	(3,797,589)
Net General Fund	9,411,057	5,724,021	885,648	6,609,670	-	6,609,670	(2,801,387)
Water Fund							
Investments/Sales of Assets							
Interest Income	20,000	101,150	11,462	112,612	-	112,612	92,612
Sale of Surplus Property	-	-	-	-	-	-	-
Sub-Total Investments/Asset Sales	20,000	101,150	11,462	112,612	-	112,612	92,612
Utility Revenues							
Water Sales	1,345,255	1,316,313	124,529	1,440,842	-	1,440,842	95,586
Water Availability	105,000	28,744	-	28,744	-	28,744	(76,256)
Water Reconnection Fees	20,000	16,000	1,800	17,800	-	17,800	(2,200)
Sub-Total Utility	1,470,255	1,361,057	126,329	1,487,385	-	1,487,385	17,130
Miscellaneous Revenue							
Miscellaneous Revenues	41,500	44,889	952	45,841	-	45,841	4,341
Expenditure Refunds	-	-	-	-	-	-	-
Water Fund Grant	2,658,204	-	-	-	-	-	(2,658,204)
Reserve Fund	2,579,733	-	-	-	-	-	(2,579,733)
Sub-Total Miscellaneous	5,279,437	44,889	952	45,841	-	45,841	(5,233,596)
Total Water Fund	6,769,692	1,507,096	138,742	1,645,838	-	1,645,838	(5,123,854)
Sewer Fund							
Investments/Sales of Assets							
Interest Income	-	-	-	-	-	-	-
Sub-Total Interest	-	-	-	-	-	-	-
Utility Revenues							
Sewer Sales	1,583,518	1,515,902	139,356	1,655,257	-	1,655,257	71,740
Sewer Availability	431,550	89,895	-	89,895	-	89,895	(341,655)
Sewer Sales - Sludge	60,000	128,443	13,177	141,620	-	141,620	81,620
Sub-Total Utility	2,075,068	1,734,240	152,533	1,886,773	-	1,886,773	(188,295)
Miscellaneous Revenue							
Miscellaneous Revenues	2,000	2,379	-	2,379	-	2,379	379
Nutrient Credit Exchange	4,500	6,981	-	6,981	-	6,981	2,481
Leachate Sales	100,000	254,111	13,638	267,750	-	267,750	167,750
Septic Hauling	52,000	78,454	7,125	85,580	-	85,580	33,580
Expenditure Refunds	-	-	-	-	-	-	-
Transfers	1,042,660	-	-	-	-	-	(1,042,660)
Reserve Fund	(145,144)	-	-	-	-	-	145,144
Sub-Total Miscellaneous	1,056,016	341,926	20,764	362,690	-	362,690	(693,326)
Total Sewer Fund	3,131,084	2,076,166	173,297	2,249,463	-	2,249,463	(881,621)
Total Revenues	19,311,833	9,307,283	1,197,688	10,504,971	-	10,504,971	(8,806,862)

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TOWN OF ORANGE

Fund Balances

The following numbers represent our best estimates of unencumbered fund balances (cash) as of June 30, 2024:

	Cash Balance	Encumbered	Unencumbered Balance
General Fund	\$ 9,445,863	\$ -	\$ 9,445,863
Capital Improvement Fund	(3,063,844)	1,635,423	(4,699,267)
Water Fund	4,488,500	1,848,130	2,640,370
Sewer Fund	(1,702,101)	847,992	(2,550,093)
Water Deposit Fund	99,885	99,885	-
Taylor Park Fund	73,853	73,853	-
Grant Fund	14,702	14,702	-
Totals	<u>\$ 9,356,858</u>	<u>\$ 4,519,985</u>	<u>\$ 4,836,873</u>

Town Debt Service
As of June 30, 2024

	Original Debt	Principal @ 06/30/2023	FY - 2024 Principal & Interest			Principal Remaining
			Budgeted	Paid	Remaining	
<u>General Fund</u>						
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>
<u>Water Fund</u>						
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>
<u>Sewer Fund</u>						
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 June 30, 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	(90,260.56)	59,739.44
Fiber Optics		1,000,000.00	-	1,000,000.00
Waste Water Plant -	Sludge Truck	126,000.00	-	126,000.00
	System Upgrades	300,000.00	(49,334.50)	250,665.50
	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	(251,308.89)	228,066.11
	Houseworth	165,575.00	(70,764.11)	94,810.89
	Brizzolara	271,710.00	(123,260.60)	148,449.40
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 -		524,624.50		524,624.50
	Total	7,618,327.00	(3,016,190.57)	4,602,136.43

FINANCIAL STATEMENT ENDING

June, 2024

**Town of Orange
Financial Statement
June, 2024
100% 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	879,974.73	6,547,604.58	69.64%	(640,298.58)
GF-CAP IMPROVEMENTS	1,252,189.00	2,251,562.00	-	6,008.75		3,497,742.25
WATER	1,519,990.00	5,249,702.00	138,695.31	1,645,379.20	24.31%	5,124,312.80
SEWER	2,088,424.00	1,042,660.00	173,296.94	2,249,489.31	71.84%	881,594.69
GRANTS/SPECIAL REVENUE	-	-	5,639.51	55,500.79	0.00%	(55,500.79)
WATER DEPOSIT	-	-	46.77	568.54	0.00%	(568.54)
TAYLOR PARK	-	-	34.25	420.22	0.00%	(420.22)
TOTAL	\$ 10,452,909.00	\$ 8,858,924.00	\$ 1,197,687.51	\$ 10,504,971.39	N/A	\$ 8,806,861.61

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	424,786.02	5,622,344.91	66.93%	284,961.09
GF-CAP IMPROVEMENTS	1,252,189.00	2,251,562.00	337,800.49	676,849.82		2,826,901.18
WATER	1,519,990.00	5,249,702.00	72,644.54	2,130,538.92	31.47%	4,639,153.08
SEWER	2,088,424.00	1,042,660.00	217,372.85	2,846,867.52	90.92%	284,216.48
GRANTS/SPECIAL REVENUE	-	-	3,346.23	42,732.01	0.00%	(42,732.01)
WATER DEPOSIT	-	-	-	-	0.00%	-
TAYLOR PARK	-	-	-	-	0.00%	-
TOTAL	\$ 10,452,909.00	\$ 8,858,924.00	\$ 1,055,950.13	\$ 11,319,333.18	N/A	\$ 7,992,499.82

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

**Town of Orange
Financial Statement
June, 2024
100% 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	-	443,063.64	3,904,486.61	110.01%	(355,186.61)
LICENSES & PERMITS	100.00	-	-	350.00	350.00%	(250.00)
FINES	86,000.00	-	11,530.95	110,426.04	128.40%	(24,426.04)
STATE FUNDS	1,307,380.00	194,000.00	352,525.62	1,556,172.33	103.65%	(54,792.33)
INV / SALE OF ASSETS	-	-	-	-	0.00%	0.00
USER FEES	186,834.00	-	15,263.47	194,024.12	103.85%	(7,190.12)
MISCELLANEOUS	545,832.00	-	57,591.05	782,145.48	143.29%	(236,313.48)
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	\$ 879,974.73	\$ 6,547,604.58	110.84%	\$ (640,298.58)

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	-	6,907.87	45,443.51	36.81%	77,998.49
TOWN MANAGER	438,078.00	-	26,879.86	357,773.65	81.67%	80,304.35
TOWN ATTORNEY	38,500.00	-	-	32,608.33	84.70%	5,891.67
FINANCE DEPARTMENT	413,500.00	-	29,419.95	430,337.78	104.07%	(16,837.78)
ELECTIONS	-	-	-	-	0.00%	0.00
POLICE DEPARTMENT	1,749,188.00	-	144,867.23	1,827,135.47	104.46%	(77,947.47)
FIRE AND RESCUE	56,341.00	-	-	61,972.00	109.99%	(5,631.00)
PUBLIC WORKS	1,540,381.00	315,000.00	145,551.90	1,693,536.05	91.28%	161,844.95
TRASH COLLECTION	274,371.00	-	19,864.63	230,882.21	84.15%	43,488.79
MUNICIPAL BUILDING	47,719.00	-	9,239.06	87,943.90	184.30%	(40,224.90)
DEPOT	16,000.00	-	4,638.53	17,800.46	111.25%	(1,800.46)
TRANSPORTATION SYSTEM	120,852.00	-	-	120,851.00	100.00%	1.00
PARKS AND GROUNDS	111,000.00	-	6,120.41	40,408.56	36.40%	70,591.44
COMMUNITY DEVELOPMENT	267,186.00	-	15,371.18	215,809.67	80.77%	51,376.33
NON-DEPT - DEBT & OTHER	395,748.00	-	15,925.40	459,842.32	116.20%	(64,094.32)
NON-DEPT - DONATIONS	-	-	-	-	0.00%	0.00
NON-DEPT - CAPITAL	-	-	-	-	0.00%	0.00
TOTAL	\$ 5,592,306.00	\$ 315,000.00	\$ 424,786.02	\$ 5,622,344.91	95.18%	\$ 284,961.09

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

Town of Orange
Financial Statement
June, 2024
100% 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	12,830.90	89,745.93	4.82%	1,771,005.07
MACHINERY & EQUIPMENT	495,000.00	93,000.00	253,745.39	551,766.52	93.84%	36,233.48
MADISON/MAIN STREET SIGNAL LIGHT	-	-	-	-	0.00%	0.00
COMPUTERS	30,000.00	-	71,224.20	34,230.02	114.10%	(4,230.02)
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	\$ 337,800.49	\$ 676,849.82	\$ 2.17	\$ 2,826,901.18

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

Financial Statement
June, 2024
100% 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	-	124,528.66	1,440,841.56	107.11%	(95,586.56)
WATER AVAILABILITY	105,000.00	-	-	28,743.75	27.38%	76,256.25
WATER RECONNECTIONS	20,000.00	-	1,800.00	17,800.00	89.00%	2,200.00
EXPENDITURE REFUNDS	-	-	-	-	0.00%	-
MISCELLANEOUS	61,500.00	-	12,366.65	157,993.89	256.90%	(96,493.89)
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	\$ 138,695.31	\$ 1,645,379.20	24.31%	\$5,124,312.80

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	(91,466.43)	362,572.29	6.96%	4,848,129.71
WATER TREATMENT	1,087,779.00	-	143,077.48	1,288,624.80	118.46%	(200,845.80)
WATER DISTRIBUTION	270,778.00	39,000.00	21,033.49	317,950.20	102.64%	(8,172.20)
NON-DEPT - DEBT & OTHER	161,433.00	-	-	161,391.63	99.97%	41.37
TOTAL	\$ 1,519,990.00	\$ 5,249,702.00	\$ 72,644.54	\$ 2,130,538.92	\$ 3.28	\$ 4,639,153.08

**Town of Orange
Financial Statement
June, 2024
100% 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	-	139,355.75	1,655,257.49	104.53%	(71,739.49)
SEWER AVAILABILITY FEES	431,550.00	-	-	89,895.00	20.83%	341,655.00
SEWER SALES - SLUDGE	60,000.00	-	13,177.30	141,620.33	236.03%	(81,620.33)
NUTRIENT CREDIT	4,500.00	-	-	6,981.30	155.14%	(2,481.30)
LEACHATE	100,000.00	-	13,638.43	267,750.38	267.75%	(167,750.38)
SEPTIC HAULING	52,000.00	-	7,125.46	85,579.57	164.58%	(33,579.57)
MISCELLANEOUS	2,000.00	-	-	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	\$ 173,296.94	\$ 2,249,489.31	71.84%	\$ (161,065.31)

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	-	114,227.38	1,335,931.22	122.34%	(243,927.22)
SEWER COLLECTION	210,708.00	-	35,350.80	230,645.86	109.46%	(19,937.86)
NON-DEPT - DEBT & OTHER	785,712.00	-	5,609.83	791,232.67	100.70%	(5,520.67)
CAPITAL OUTLAYS - ARPA	-	1,042,660.00	62,184.84	489,057.77	46.90%	553,602.23
TOTAL	\$ 2,088,424.00	\$ 1,042,660.00	\$ 217,372.85	\$ 2,846,867.52	90.92%	\$ 284,216.48

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

BILLS AND CLAIMS

For the month June, 2024

**TOWN OF ORANGE
CHECK REGISTER**

JUNE 1 - 30, 2024

Check #	Check Date	Vendor Name	Net Amount
1291	6/27/2024	MADISON COUNTY TREASURER	\$ 611.66
1299	6/27/2024	WILLIAM KERR	133.80
6124	6/27/2024	ANTHEM BLUE CROSS & BLUE SHIELD	64,604.00
6224	6/27/2024	TREASURER OF VIRGINIA	53,885.91
6324	6/27/2024	EMPOWER RETIREMENT	1,200.00
6424	6/27/2024	MISSIONSQUARE RETIREMENT	798.80
6524	6/27/2024	MISSIONSQUARE RETIREMENT	577.01
6624	6/27/2024	MISSIONSQUARE RETIREMENT	798.80
6724	6/27/2024	MISSIONSQUARE RETIREMENT	577.01
35643	6/7/2024	ACCESS TELECOM INC	10,306.00
35644	6/7/2024	ADT SECURITY SERVICES	86.30
35645	6/7/2024	ANTRON CORP	1,700.00
35646	6/7/2024	AQUA-AEROBIC SYSTEMS, INC	1,227.30
35647	6/7/2024	ATLANTIC PUMP & EQUIPMENT CO	13,250.00
35648	6/7/2024	BMS DIRECT	4,287.73
35649	6/7/2024	CCLS INCORPORATED	122.95
35650	6/7/2024	CENTRAL VIRGINIA ELECTRIC COOP	340.89
35651	6/7/2024	COMMONWEALTH ENGINEERING & SALES	5,210.49
35652	6/7/2024	CHEMUNG CONTRACTING CORP	427.70
35653	6/7/2024	COMCAST	519.50
35654	6/7/2024	DEBORAH MARLENE WAREHAM	200.00
35655	6/7/2024	DOMINION ENERGY VIRGINIA	27,415.57
35656	6/7/2024	ENVIRONMENTAL SYSTEMS SERVICE	180.00
35657	6/7/2024	EZ PERFORMANCE CENTER	55.96
35658	6/7/2024	FERGUSON WATERWORKS #7575	2,707.70
35659	6/7/2024	FORTILINE INC	1,884.51
35660	6/7/2024	GALLS, LLC	345.21
35661	6/7/2024	GRAINGER	34.58
35662	6/7/2024	HIGHWAY MOTORS	99.90
35663	6/7/2024	IDEXX DISTRIBUTION, INC	325.36
35664	6/7/2024	JIM'S ELECTRIC MOTOR CO., INC	2,777.13
35665	6/7/2024	MADISON FORD	20.75
35666	6/7/2024	MATTHEW BENDER & CO., INC	265.45
35667	6/7/2024	MCMaster-CARR SUPPLY CO	509.11
35668	6/7/2024	MINNESOTA LIFE INSURANCE CO	1,802.34
35669	6/7/2024	NORTHERN SAFETY CO., INC	304.35
35670	6/7/2024	OEI EVENTS	5,250.00

35671	6/7/2024	ORANGE COUNTY SHERIFF'S OFFICE	500.00
35672	6/7/2024	SCHIENSCHANG, ANTHONY &	102.70
35673	6/7/2024	PACE ANALYTICAL SERVICES, INC	787.30
35674	6/7/2024	SHEENA PAYETTE	99.80
35675	6/7/2024	PIEDMONT POWER	42.24
35676	6/7/2024	R.A.D. SYSTEMS	100.00
35677	6/7/2024	RINKER DESIGN ASSOCIATES, P.C.	33,657.01
35678	6/7/2024	DONALD B. RICE TIRE CO., INC	319.56
35679	6/7/2024	SHEEHY FORD OF RICHMOND INC	70,000.00
35680	6/7/2024	W.A. SHERMAN COMPANY	3,135.00
35681	6/7/2024	SOSMETAL PRODUCTS INC	145.63
35682	6/7/2024	KIM STRAWSER	30.94
35683	6/7/2024	TENCARVA	5,609.83
35684	6/7/2024	TIMMONS GROUP	4,400.00
35685	6/7/2024	STEVENS, JAMES JR.	64.22
35686	6/7/2024	TURNER, DEYONTE	33.95
35687	6/7/2024	PENDLETON, DOROTHY	59.00
35688	6/7/2024	SMITH, MICHELE	30.00
35689	6/7/2024	UNITED BLOWER INC	569.00
35690	6/7/2024	UNIVAR SOLUTIONS	9,651.20
35691	6/7/2024	VACORP	242.83
35692	6/7/2024	COECO OFFICE SYSTEMS, INC	171.62
35693	6/7/2024	NEW VIRGINIA TRACTOR	171.37
35694	6/7/2024	VUPS	66.49
35695	6/7/2024	CHEWNING, WENDY	90.00
35696	6/7/2024	ACUITY SPECIALTY PRODUCTS, INC	187.78
35697	6/11/2024	ADT SECURITY SERVICES	49.63
35698	6/11/2024	ADVANCE AUTO PARTS	309.23
35699	6/11/2024	AMAZON CAPITAL SERVICES	1,593.77
35700	6/11/2024	AMERICAN GREEN	79.00
35701	6/11/2024	AMSOIL INC	156.29
35702	6/11/2024	BAKER, DWIGHT	50.50
35703	6/11/2024	TRUIST	3,827.92
35704	6/11/2024	CHEMUNG CONTRACTING CORP	471.10
35705	6/11/2024	CINTAS CORPORATION #385	2,675.41
35706	6/11/2024	COECO FINANCIAL SERVICES	672.33
35707	6/11/2024	DIX, JR JAMES A	647.50
35708	6/11/2024	FAYE'S OFFICE SUPPLY	3,452.06
35709	6/11/2024	FISHER AUTO PARTS	1,593.99
35710	6/11/2024	IDEXX DISTRIBUTION, INC	1,726.13
35711	6/11/2024	JAMES RIVER EQUIPMENT	129.48
35712	6/11/2024	LINDE GAS & EQUIPMENT INC	30.80
35713	6/11/2024	MICROSOFT	472.00
35714	6/11/2024	NORTHERN SAFETY CO., INC	50.64

35715	6/11/2024	ORANGE COUNTY LANDFILL	8,807.76
35716	6/11/2024	EVERGRO COOPERATIVE	99.98
35717	6/11/2024	ORANGE MOTOR SPECIALTY	241.53
35718	6/11/2024	ORANGE TIRE INC	3,604.00
35719	6/11/2024	PACE ANALYTICAL SERVICES, INC	324.30
35720	6/11/2024	REXEL	298.63
35721	6/11/2024	SEDWICK	1,536.22
35722	6/11/2024	TOWN OF ORANGE	2,979.56
35723	6/11/2024	TRACTOR SUPPLY CREDIT PLAN	642.10
35724	6/11/2024	UNIVAR SOLUTIONS	9,778.06
35725	6/11/2024	US TREASURY	363.32
35726	6/11/2024	VERIZON	1,631.96
35727	6/11/2024	ACUITY SPECIALTY PRODUCTS, INC	89.94
35728	6/27/2024	ADT SECURITY SERVICES	445.60
35729	6/27/2024	AFLAC	1,357.30
35730	6/27/2024	AMERICAN GREEN	59.00
35731	6/27/2024	ANARIZ'S LOCK & SAFE	527.00
35732	6/27/2024	ATLANTIC PUMP & EQUIPMENT CO	25,750.00
35733	6/27/2024	BEACON HILL BOARDING	125.00
35734	6/27/2024	BMS DIRECT	919.24
35735	6/27/2024	CCLS INCORPORATED	249.95
35736	6/27/2024	CENTRAL VIRGINIA ELECTRIC COOP	321.30
35737	6/27/2024	COMMONWEALTH ENGINEERING & SAL	3,759.49
35738	6/27/2024	AT&T MOBILITY	493.92
35739	6/27/2024	CIVICPLUS	236.25
35740	6/27/2024	COECO FINANCIAL SERVICES	672.33
35741	6/27/2024	COMCAST	884.72
35742	6/27/2024	COMCAST	808.51
35743	6/27/2024	CRYSTAL SPRINGS	9.00
35744	6/27/2024	DEBORAH MARLENE WAREHAM	200.00
35745	6/27/2024	DOMINION ENERGY VIRGINIA	37,493.79
35746	6/27/2024	DIX, JR JAMES A	38,632.91
35747	6/27/2024	ENVIRONMENTAL SYSTEMS SERVICE	180.00
35748	6/27/2024	FERGUSON WATERWORKS #7575	948.85
35749	6/27/2024	FIDELITY POWER SYSTEMS	6,635.00
35750	6/27/2024	FORTILINE INC	417.09
35751	6/27/2024	GRAHAM CONCRETE, LLC	7,575.00
35752	6/27/2024	GREG MADISON WELDING, INC	320.00
35753	6/27/2024	H.M.S. FIRE EXTINGUISHERS, INC	2,999.15
35754	6/27/2024	JIM'S ELECTRIC MOTOR CO., INC	3,244.13
35755	6/27/2024	LACY'S FLORIST	127.48
35756	6/27/2024	LEXISNEXIS MATTHEW BENDER	190.10
35757	6/27/2024	MID-ATLANTIC WASTE SYSTEMS	252,837.18
35758	6/27/2024	MIKE'S GLASS & MIRROR	513.80

35759	6/27/2024	MINNESOTA LIFE INSURANCE CO	1,802.34
35760	6/27/2024	MOSTICONE JR, JOHN	6.08
35761	6/27/2024	NORTHERN TOOL & EQUIPMENT	39.99
35762	6/27/2024	ORANGE TIRE INC	535.99
35763	6/27/2024	OVIVO USA, LLC	1,000.00
35764	6/27/2024	PACE ANALYTICAL SERVICES, INC	2,237.20
35765	6/27/2024	SHEENA PAYETTE	33.05
35766	6/27/2024	PITNEY BOWES GLOBAL FINANCIAL	53.94
35767	6/27/2024	PRIVIA MEDICAL GROUP LLC	40.00
35768	6/27/2024	RED BUD SUPPLY, INC	2,411.77
35769	6/27/2024	REXEL	414.44
35770	6/27/2024	RAPIDAN SERVICE AUTHORITY	17.68
35771	6/27/2024	SELECT SPECIALTY PRODUCTS INC	1,000.20
35772	6/27/2024	SHEEHY FORD OF RICHMOND INC	2,145.39
35773	6/27/2024	STEROBEN ASSOCIATES	4,090.00
35774	6/27/2024	TIMMY'S TREE & LANDSCAPING LLC	1,600.00
35775	6/27/2024	TOWN OF ORANGE	2,927.60
35776	6/27/2024	TRANSAMERICA EMPLOYEE BENEFITS	1,241.30
35777	6/27/2024	UNIVAR SOLUTIONS	14,456.94
35778	6/27/2024	UPS	9.08
35779	6/27/2024	VACORP	227.46
35780	6/27/2024	VIRGINIA DEPT OF THE TREASURY	7,447.00
35781	6/27/2024	VIRGINIA BUSINESS SYSTEMS	465.26
35782	6/27/2024	VML	4,181.00
35783	6/28/2024	ALLIED CONCRETE CO	4,550.00
35784	6/28/2024	AMAZON CAPITAL SERVICES	1,817.72
35785	6/28/2024	ATLANTIC PUMP & EQUIPMENT CO	12,650.00
35786	6/28/2024	TRUIST	1,851.52
35787	6/28/2024	CHEMUNG CONTRACTING CORP	613.20
35788	6/28/2024	AT&T MOBILITY	1,561.06
35789	6/28/2024	CINTAS CORPORATION #385	2,450.06
35790	6/28/2024	DODSON PEST CONTROL	594.00
35791	6/28/2024	DOMINION ENERGY VIRGINIA	8,516.83
35792	6/28/2024	FERGUSON ENTERPRISES, LLC	879.84
35793	6/28/2024	GALLS, LLC	468.92
35794	6/28/2024	GRELEN NURSERY	3,150.00
35795	6/28/2024	H.M.S. FIRE EXTINGUISHERS, INC	1,080.00
35796	6/28/2024	LINDE GAS & EQUIPMENT INC	31.76
35797	6/28/2024	MADISON FORD	563.07
35798	6/28/2024	MASON INSURANCE AGENCY	1,202.00
35799	6/28/2024	ODB	644.36
35800	6/28/2024	PACE ANALYTICAL SERVICES, INC	188.00
35801	6/28/2024	SEDWICK	4,050.43
35802	6/28/2024	SOUTHERN STATES	10,178.34

35803	6/28/2024	THE DAILY PROGRESS	2,239.76
35804	6/28/2024	TOWN OF ORANGE	26.28
35805	6/28/2024	TRAFFIC SAFETY SUPPLIES INC	138.00
35806	6/28/2024	NEW VIRGINIA TRACTOR	201.10
35807	6/28/2024	VERIZON	1,181.04
35808	6/28/2024	CHEWNING, WENDY	90.00
35809	6/28/2024	GREGORY S. WOODS	55.36

\$ 881,785.83

NEW BUSINESS



NEW BUSINESS
Monday, July 15, 2024

AGENDA ITEM: 10B

Request from John Reynolds for crosswalk traversing N. Madison Road.

(Director of Community Development)

SUMMARY:

- This item has been placed on the agenda for discussion.
- Please see attached memorandum and documentation from the Director of Community Development.

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**Town of Orange
Department of Community Development**

119 Belleview Avenue, Orange, Virginia 22960 - 1401
Phone: (540) 672-6917 Fax: (540) 672-4435
Email – townplanner@townoforangeva.org

MEMORANDUM

TO: Mayor Roby and Town Council Members
FROM: John G. Cooley, Director of Community Development
DATE: 6-10-2024
SUBJECT: Request from John Reynolds for crosswalk traversing N Madison Road

In late 2022, John Reynolds contacted my office regarding the purchase of the former Catholic Church property located at 276 N Madison Road. As part of this discussion, John Reynolds put forward the idea of a crosswalk connecting the Reynolds dealerships and the Church property. The driver behind this request was that as numerous Reynold's employees and customers would be traversing N Madison Road daily, wouldn't it make sense to provide a crosswalk for safer passage. Over the next several months, emails were exchanged regarding various aspects of the crosswalk project including location, look and lighting. During these discussion VDOT personnel were brought into the conversation to ensure compliance with VDOT standards. The conversation centered around the location of the crosswalk – Mid-block or the W Nelson St/Woodmark Dr/N Madison Road intersection. VDOT was not very receptive to funding any work at these locations as the traffic counts and accident data does not support additional facilities. VDOT personnel did say that if a non-signalized warrant study is completed and the appropriate Pedestrian Accommodations are determined, VDOT will meet with us to help determine how to move forward. I requested our engineer provide a task order for performing a VDOT non-signalized study of the intersection, which he did. The cost of this study is \$11,201.40. If the study determines there are changes which need to be made to the intersection, including upgrading all quadrants of the intersection to comply with ADA standards, the cost could be in the range of \$30,000 to \$50,000.

Staff is requesting Town Council guidance on this as there is no funding allocated in the current budget nor in the FY25 budget.

From: [Moore, Patrick \(VDOT\)](#)
To: [John Cooley](#)
Cc: [Frooman, Steven \(VDOT\)](#); [Thornton, A. Scott \(VDOT\)](#); [Price, John P. \(VDOT\)](#); [Rose, John \(VDOT\)](#); [Koirala, Deepak, P.E., PTOE \(VDOT\)](#); [Turpin, Tracy L., P.E. \(VDOT\)](#)
Subject: Re: VHSIP Safety Funding - Potential Application
Date: Friday, August 11, 2023 1:44:39 PM
Attachments: [image001.png](#)
[image.png](#)
[image.png](#)
[image.png](#)
[image.png](#)
[image.png](#)
[Outlook-hmg3a244.png](#)
[Outlook-ecrl0gh.png](#)

Good afternoon John,

District staff advises that if Deepak and Tracy agree a project like the one described below is appropriate for this round of applications, then an engineer should perform a non-signalized warrant study in accordance with IIM TE-384.1.

https://www.virginiadot.org/business/resources/IIM/TE-384.1_Pedestrian_Crossing_Accommodations_at_Unsignalized_Approaches_acc081622.pdf

Once the appropriate Pedestrian Crossing accommodations are determined, VDOT staff will be able to meet you in the field and advise you of potential conflicts, anticipated costs, etc. Our District Traffic Engineer may have additional thoughts on funding this potential project. I will let you know once he and I have had an opportunity to discuss with him directly.

Thank you,

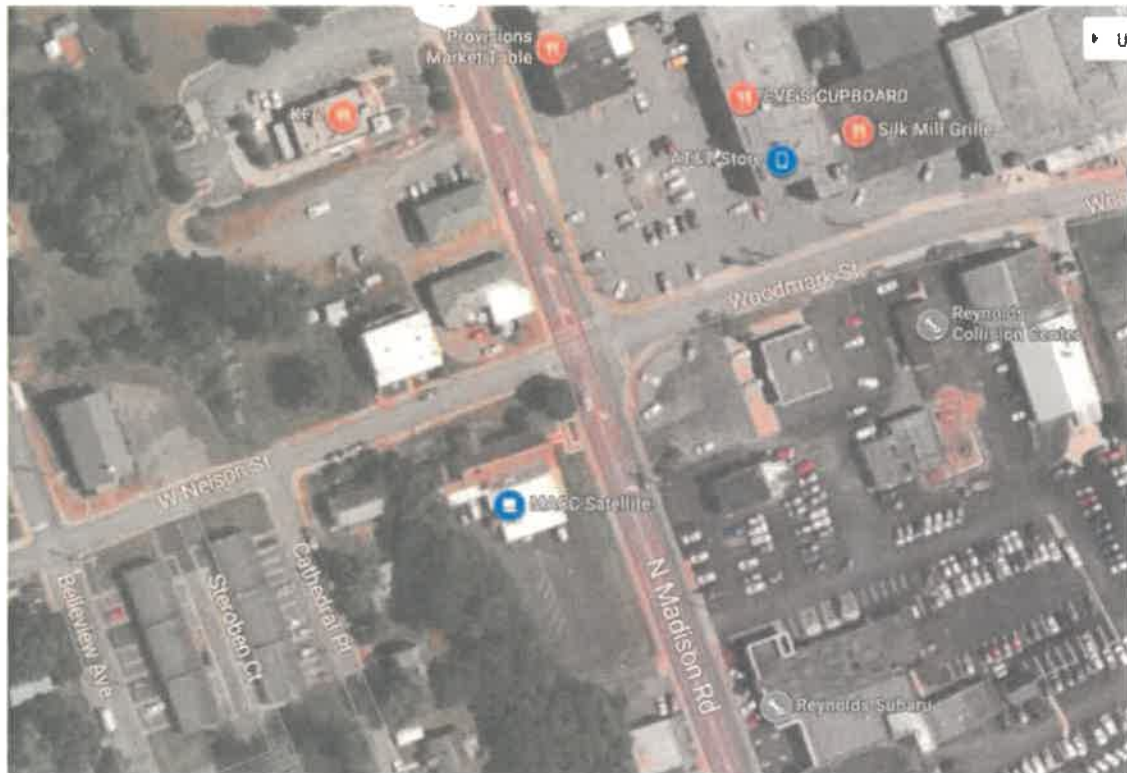


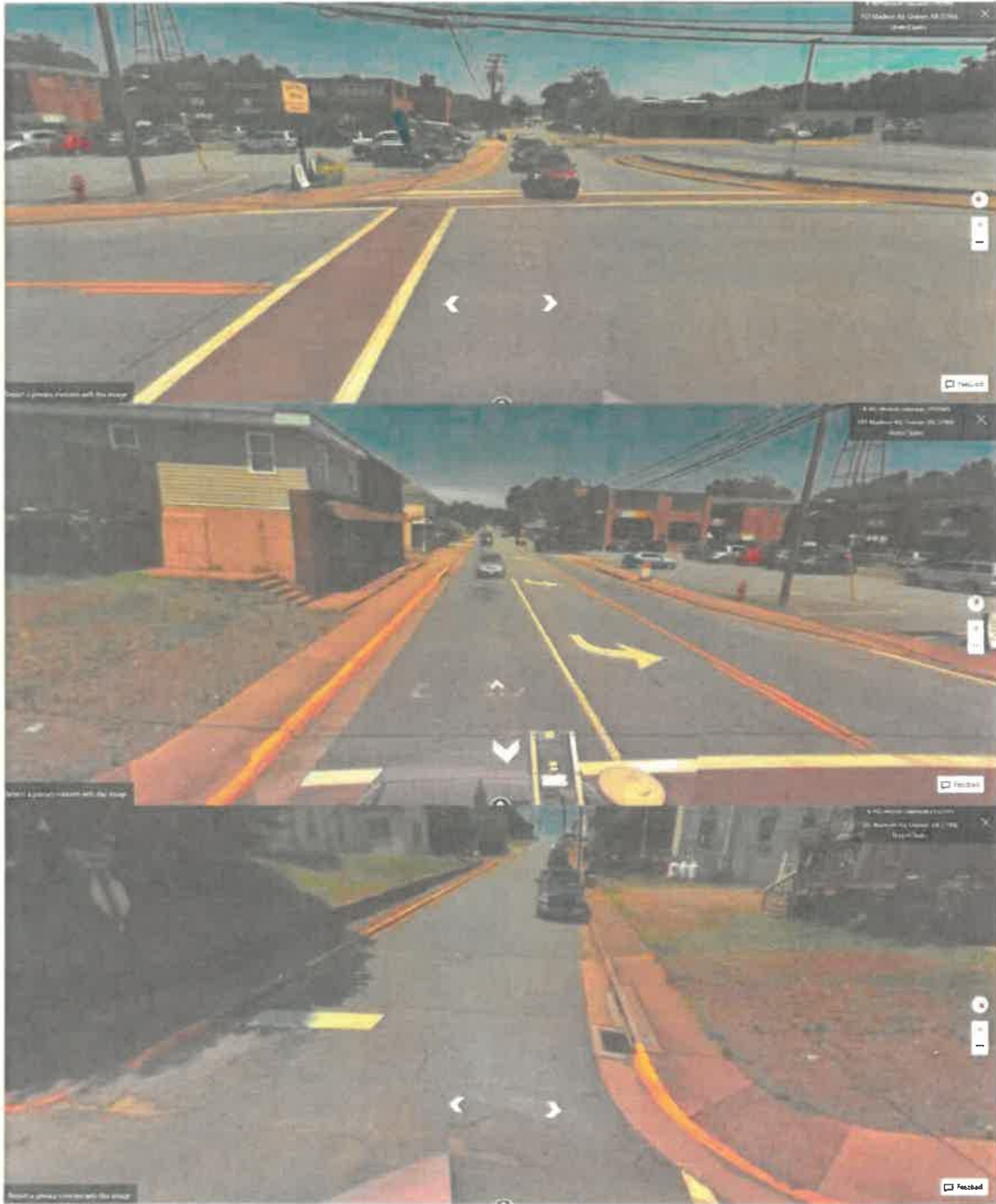
Patrick Moore
Local Program Manager / Culpeper District
Virginia Department of Transportation
804-314-5954
Patrick.Moore@VDOT.Virginia.gov

From: Moore, Patrick (VDOT) <Patrick.Moore@vdot.virginia.gov>
Sent: Thursday, August 10, 2023 4:07 PM
To: John Cooley <townplanner@townoforangeva.org>
Cc: Frooman, Steven (VDOT) <Steven.Frooman@vdot.virginia.gov>; Thornton, A. Scott (VDOT) <Scott.Thornton@vdot.virginia.gov>; Price, John P. (VDOT) <John.Price@VDOT.Virginia.gov>; Banks, Gregory (VDOT) <Gregory.Banks@VDOT.Virginia.gov>; Barnes, Michael D. (VDOT) <MichaelD.Barnes@vdot.virginia.gov>; Austin, Nathran. (VDOT) <Nathran.Austin@vdot.virginia.gov>; Stowe, Jonathan, P.E. (VDOT) <Jonathan.Stowe@VDOT.Virginia.gov>; Rose, John (VDOT) <John.Rose1@vdot.virginia.gov>
Subject: VHSIP Safety Funding - Potential Application

Hi John,

Copying relevant staff for discussion. Based a quick desktop look-see this will be a challenging intersection to improve based on grade and ADA requirements, but you are correct that more consideration is typically given to existing intersection improvements over newly introduced mid-block crossings. I'll discuss further internally and see what next steps are needed for this discussion. A field visit may be in order before we move toward application. I'll check and get back to you as soon as I can.





Thanks,



Patrick Moore

Local Program Manager / Culpeper District

Virginia Department of Transportation

804-314-5954

Patrick.Moore@VDOT.Virginia.gov

From: John Cooley <townplanner@townoforangeva.org>
Sent: Thursday, August 10, 2023 3:29 PM
To: Moore, Patrick (VDOT) <Patrick.Moore@vdot.virginia.gov>
Subject: VHSIP Safety Funding

Patrick,

We are looking at applying for VHSIP systemic safety funding for a pedestrian crossing improvement project at the intersection of W Nelson Street/N Madison Road/Woodmark Drive. A local business has purchased the former Catholic Church and will be utilizing it for employee parking which will mean there will be more foot traffic crossing N Madison Road throughout the day. I know that we talked about a mid-block crosswalk and I kind of got a less than lukewarm response. I thought as we had existing crosswalks here, it could make sense to upgrade the whole intersection.

Your thoughts are requested.

Regards,



John G. Cooley AICP, CZA

Director of Community Development & Project Management

Town of Orange

235 Warren Street

Orange, Virginia, 22960

Office: (540) 672-6917

townplanner@townoforangeva.org

This correspondence is intended to provide information only and does not constitute a decision or determination pursuant to Section 15.2-2311 of the Code of Virginia.



NEW BUSINESS
Monday, July 15, 2024

AGENDA ITEM: 10A

ODA request to place benches on Main Street. (Director of Community Development)

SUMMARY:

- This item has been placed on the agenda for discussion.
- Please see attached memorandum and documentation from the Director of Community Development.

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**Town of Orange
Department of Community Development**

119 Belleview Avenue, Orange, Virginia 22960 - 1401

Phone: (540) 672-6917 Fax: (540) 672-4435

Email – townplanner@townoforangeva.org

MEMORANDUM

TO: Mayor Roby and Town Council Members
FROM: John G. Cooley, Director of Community Development
DATE: 7-8-2024
SUBJECT: ODA request to place benches on Main Street

On June 20, 2024 staff received the attached email from Amy Pent, Vice-President of the ODA, requesting permission to place four benches on Main Street. Mrs. Pent asked about placing benches at the following locations (see attached photos):

- a. In front of 111 E. Main Street, the former location of Sean Gregg's law offices,
- b. In front of 104 W. Main Street, the law offices of Burnett and Williams, and
- c. In front of 137 W. Main Street, the Orange School of the Performing Arts studio.

During the discussion with Mrs. Pent she was advised that the property in front of the Orange School of Performing Arts was privately owned and she would need to speak with the property owner for permission to place the benches. Regarding the other two locations where benches are proposed to be placed, the Town maintains the sidewalk and permission to place the benches would need to be obtained from Town Council.

Staff is requesting Town Council guidance regarding the two benches proposed to be placed on Town maintained sidewalk.

From: [Amy Pent](#)
To: [John Cooley](#); [Chris Gorman](#); [Cameron Hamilton](#)
Subject: Benches in Downtown Orange
Date: Thursday, June 20, 2024 2:38:37 PM
Attachments: [Timberform Bench.pdf](#)

John,

We have discussed getting benches in previous meetings and are now ready to move forward with this project. Please see attached pictures for reference. We would like to request permission to put 4 benches on the sidewalks. One would go in front of Burnett & Williams across from Town Hall. Two would go in front of the Firehouse Theatre (The Orange School of Performing Arts), and one outside of the old Sean Gregg office across the street from MST (name of new business is unknown at this point). We walked the street and these spaces have an interesting view, people traffic and we believe would be a blessing to have in town. We plan to put a plaque on each of the benches. I have also attached a link for you to see the bench we have chosen. Upon your approval, we will approach the individual businesses/property owners and ask for permission from them. We look forward to hearing from you.

Thanks,
Amy Pent

[6' Bench Link](#)



2118-6 Bench with Armrests

Standard Features:

Black powder-coated recycled cast iron frames

Alaska yellow cedar slats

Rose graphic in end frames

Surface mount, for permanent or moveable applications

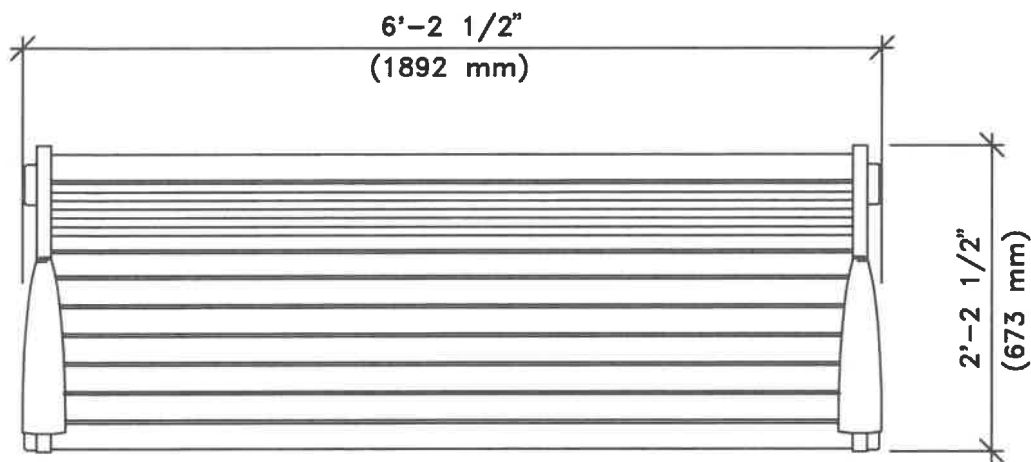
Options:

Over 200 designer powder-coating colors

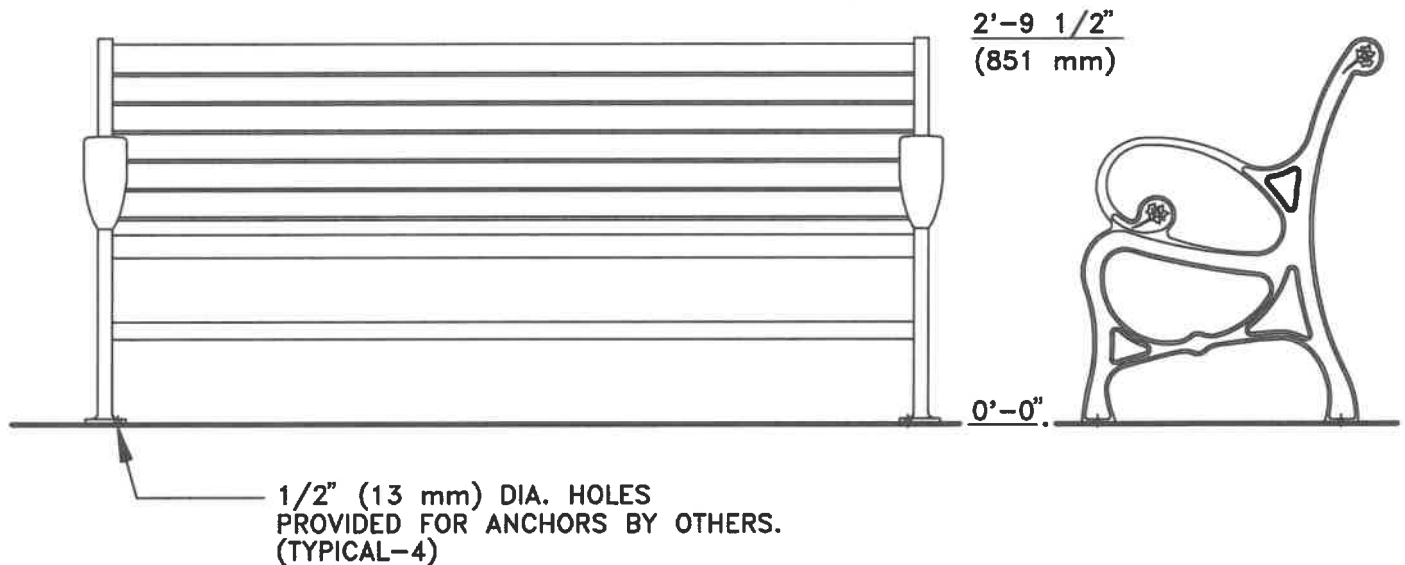
Purpleheart hardwood, powder-coated metal or 100% post-consumer recycled HDPE plastic slats

Powder-coated metal slats and frame in two different colors

Custom name or logo cast in bench ends and/or without rose graphic in casting



TOP VIEW



FRONT VIEW

END VIEW

AVAILABLE IN 2', 3', 4', 5', 6' (SHOWN), 7', AND 8' NOMINAL LENGTHS.
OTHER LENGTHS AVAILABLE UPON REQUEST.

CAN BE SPECIFIED WITH ROSE (SHOWN) OR WITHOUT GRAPHIC.
CUSTOM GRAPHIC AND/OR LETTERING AVAILABLE UPON REQUEST.

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Portland, Oregon 97201-3464 Facsimile 503/223-4530
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Title:

**TIMBERFORM RESTORATION
MODEL NO. 2118-6
BENCH WITH ARMRESTS**

Drawing No.
W-2118-6

Sheet
1 of 1

7-11





