



TOWN OF OCCOQUAN

Circa 1734 | Chartered 1804 | Incorporated 1874

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

Occoquan Town Council Town Council Meeting October 7, 2025 | 7:00 p.m.

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Citizens' Time** - Members of the public may, for three minutes, present for the purpose of directing attention to or requesting action on matters not included on the prepared agenda. These matters shall be referred to the appropriate town official(s) for investigation and report. Citizens may address issues as they come up on the agenda if advance notice is given during 'Citizens' Time
4. **Public Hearing** pg. 2
 - a. Public Hearing on Franchise Agreement
5. **Consent Agenda** pg 4
 - a. Request to Accept September 16, 2025, Town Council Meeting Minutes
 - b. Request to Approve Agreement Authorizing Vehicle Sale and Price (Leased Vehicle)
 - c. Request to Accept Pocket Park Grant
 - d. Request to Accept HEAT Grant
6. **Mayor's Report**
7. **Councilmembers Reports**
8. **Administrative Reports** pg. 13
 - a. Administrative Report
 - b. Town Treasure's Report
 - c. Town Attorney
9. **Regular Business**
 - a. Request to Approve and Authorize the Town Manager to Execute the Renewal Franchise Agreement with Comcast Cable Television pg. 58
 - b. Request to Adopt Resolution to Initiate a Zoning Text Amendment to Require Special Use Permits for Shops selling Tobacco, Nicotine, Vapes, Cannabis, and/or Related Items pg.79
10. **Discussion Items**
11. **Closed Session**
12. **Adjournment**

Portions of this meeting may be held in closed session pursuant to the Virginia Freedom of Information Act.
A copy of this agenda with supporting documents is available online at www.occoquanva.gov.



TOWN OF OCCOQUAN TOWN COUNCIL MEETING Agenda Communication

4. Public Hearing	Meeting Date: October 7, 2025
4A: Cable Franchise Agreement Hearing	

Attachments: a. Public Hearing Advertisement

Submitted by: Adam C. Linn
Town Manager

Explanation and Summary:

This is a public hearing on a cable television franchise renewal agreement between the Town of Occoquan and Comcast Cable Communications Management, LLC. (formerly Comcast of Virginia, LLC). The current franchise agreement was adopted in April 2015. This public hearing is an opportunity for the public to provide comments on the renewal agreement.

The draft renewal agreement retains most of the provisions from the current agreement; however, the entity name has changed, and Section 5 now provides for a Public, Education, and Government (PEG) channel upon request, while eliminating the \$0.10 per subscriber PEG channel capital support previously included.

This public hearing was advertised in The Washington Times on September 18, 2025, and September 25, 2025.

Town Staff's Recommendation: Recommend closing the public hearing.

Cost and Financing: N/A

Account Number: N/A

Proposed/Suggested Motion:

"I move to close the public hearing."

OR

Other action Council deems appropriate.

Affidavit of Publication

AD # 00096381

STATE OF VIRGINIA
COUNTY OF Prince William

To Wit:

I hereby certify that on the 25th day of September 2025, before me, the subscriber, Brianna Smith, a notary public, that the matters of facts set forth are true. Shalique Jones, who being duly sworn according to law, and oath says that she is an authorized agent of The Washington Times, L.L.C., publisher of

The Washington Times

Circulated daily, in the State of Virginia, County of Prince William, and that the advertisement, of which the annexed is a true copy, was published in said newspaper 2 time(s) on the following dates:

September 18, 2025
September 25, 2025

Total Cost: \$253.00



As witness, my hand and notarial seal.

Notary Public
Brianna Smith

My Commission Expires
August 31, 2030

Date
September 25, 2025

Venue
District of Columbia

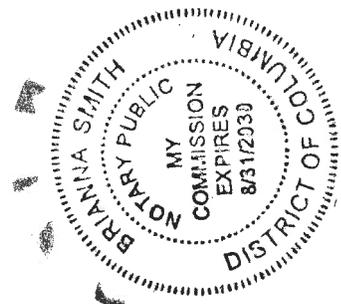
**TOWN OF OCCOQUAN, VIRGINIA
NOTICE OF PUBLIC HEARING AND RECEIPT OF
BIDS FOR CABLE FRANCHISE
October 7, 2025 @ 7:00 PM**

Notice is hereby given in accordance with the Code of Virginia §§ 15.2-1800 (B) and 15.2-2108.30 that the Town proposes to grant a franchise to operate a cable TV system for a term of ten years with possible renewal terms, and invites (i) public comment and (ii) bids thereon. Comcast of Virginia, LLC is the incumbent franchisee under an expired franchise. The Town Council will conduct a public hearing and receive bids from interested parties on Tuesday, October 7th, 2025, at 7:00 PM at the Occoquan Town Hall located at 314 Mill Street Occoquan, Virginia.

The public is encouraged to participate in the town's public hearing process. Individuals having an interest in the above item are invited to attend the public hearing to state their opinions and may submit comments to info@occoquanva.gov. More information can be obtained by contacting the Town Hall Office Staff at 703-491-1918.

The Occoquan Town Hall is an accessible building. If a member of the public wishes to obtain an accommodation for a disability in order to participate in the public hearing, please contact the Town Hall Office Staff at 703-491-1918 to arrange for the accommodation as far in advance as possible.

Run Dates: September 18th and 25th, 2025
AD#96381





TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

5. Consent Agenda	Meeting Date: October 7, 2025
Request to Approve Consent Agenda	

Attachments: See below

Submitted by: Adam C. Linn
Town Manager

Explanation and Summary:

This is a request to approve the consent agenda:

- a. Request to Approve September 16, 2025, Town Council Meeting Minutes
- b. Request to Approve Agreement Authorizing Vehicle Sale and Price (Leased Vehicle)
- c. Request to Accept Pocket Park Grant
- d. Request to accept the HEAT Grant

Staff Recommendation: Recommend approval as presented.

Proposed/Suggested Motion:

"I move to approve the consent agenda."

OR

Other action Council deems appropriate.



OCOCOQUAN TOWN COUNCIL
Meeting Minutes - DRAFT
Town Hall – 314 Mill Street, Occoquan, VA 22125
Tuesday, September 16, 2025
7:00 p.m.

Present: Mayor Earnie Porta; Vice Mayor Jenn Loges, Councilmembers Theo Daubresse, Robert Love, and Eliot Perkins

Absent: Councilmembers Cindy Fithian

Staff: Adam Linn, Town Manager / Chief of Police; Matthew Whitmoyer, Deputy Town Manager; Philip Auville, Town Clerk; Jason Forman, Deputy Chief of Police; Martin Crim, Town Attorney; Asma Rupani, Town Treasurer

1. CALL TO ORDER

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

Mayor Porta noted that Bob Love was attending remotely from California for personal reasons.

Mayor Porta introduced Bruce Reese who has worked for the town as an engineer for around 30 years.

Bruce R. introduced Jeff Harvey and Caroline Dayton, two of his colleagues at Legacy Engineering.

2. CONSENT AGENDA

a. Request to Accept September 2nd, 2025, Town Council Meeting Minutes

Councilmember Perkins moved to approve the Consent Agenda. Vice Mayor Loges seconded. Motion passed unanimously by voice vote.

3. REGULAR BUSINESS

a. Request to Adopt Ordinance Amending VESMP

This is a request to adopt Ordinance O-2025-11 to repeal Town Code sections 152.01 through 152.99 and to replace them with new sections 152.01 through 152.21 in Chapter 152, Generally Relating to Erosion and Sediment Control. Town Manager Linn noted that there were changes to the VESMP not included in the agenda. The first was all references “Manager” or “Agent” have been changed to “Town Manager or Designee” to align with verbiage in the Town Code. Vice Mayor Loges moved to adopt the ordinance as presented that evening. Councilmember Daubresse seconded. Motion passed unanimously by roll call vote.

b. Request to Adopt Resolution of Appreciation for Matthew Whitmoyer

This is a request to adopt resolution R-2025-13 of Appreciation for Matthew Whitmoyer. Councilmember Daubresse moved to adopt the resolution. Councilmember Love seconded. Motion was passed by a unanimous roll call vote.

Councilmember Perkins states that Occoquan is a “roll-up-your-sleeves up kind of place” and the countless hours Matt put in beautifying the landscape with native flowers, shoveling snow, and working for the Planning Commission demonstrate Matts ambition and work ethic. He said that Matt has left a lasting impact on this town with his ambition and diligence. He said it was an honor to work with Matt and wished him well on future endeavors.

Mayor Porta noted that Occoquan has been a “roll-up-your-sleeves” kind of place and spoke on the work and impact that Matt has shown in a short period of time. He lauded Matt’s persistence to be in the town when it was blistering hot as well as snowed in. He could not express enough his appreciation for Matt and wished him well.

Ayes: Vice Mayor Loges, Councilmember Daubresse, Councilmember Love, and Councilmember Perkins

Nays: None

4. Discussion Items

a. Discussion on Special Use Permits/ By Right Uses

Vice Mayor Loges said this discussion is to keep Occoquan businesses walkable, vibrant and welcoming. The small footprint of the town means one business or storefront can have a large impact on all other businesses in the area. Vice Mayor Loges affirms that special use permits are not restrictions or bans. When reading an article about the City of Alexandria, Virginia, that the City uses special uses permits to maintain a level of retail shops to keep King Street walkable and free of dead spots, areas without services, restaurants, or retail stores. Her purpose is not to ban businesses, but to make sure businesses in Occoquan fit the character and do not shift a burden of public safety costs onto residents of the Town. Vice Mayor Loges provided an example of a Vape Shop with extra security and monitoring or restricted hours to not shift costs onto taxpayers or negatively harm surrounding businesses. Vice Mayor Loges would like staff to see if something like this would create balance, like the City of Alexandria’s service business restrictions.

Councilmember Perkins is interested in knowing more about what the City of Alexandria implements, but also towns more similar in size to Occoquan and how those towns implement such permits and rules. He would also like to see how to make a standard that does not overstep the bounds of our government’s power.

Councilmember Love agreed that looking into special use permits makes sense as long as it is not overburdensome for staff.

Councilmember Daubresse was also open to research, but worried about the possibility of the government overstepping to restrict the free market.

Mayor Porta, to better direct staff in their research, wanted to recognize former Mayor Quist and prior councils for changing the zoning in the Business District to encourage business uses by allowing residential uses only as part of a mixed use and with a special use permit, rather than allowing residential use by-right in the business district, which used to be the case. He talked about how that resulted in the Mill at Occoquan not being able to be solely a residential project. Mayor Porta also talked about dead zones in the Town that separate the Riverwalk

Shops and River Mill Park from the rest of town during winter festivities. The Mayor would like to suggest that Staff research what kinds of appropriate restrictions, with regards to Special Use Permits, could be put in place that would express, for example, a preference for personal service to say on Commerce Street or a street other than Mill Street, in the future, or a preference for retail in certain locations, etc.

Bruce R. reminded the council of a Supreme Court Case the Town of Occoquan was involved in which effectively restricted most future developments in the Town by prohibiting the use of a special use permit for development on slopes greater than 20%. The case essentially allowed the town to prohibit such development, or allow it, but not subject it to a special use permit. He cautions that Special Use Permits must be thought out carefully and that this may need to be added to the Comprehensive Plan.

Jeff H. was invited to speak by Bruce R. because of Jeff's expertise with comprehensive plans. Jeff H. stated that comprehensive plans are visioning documents that can be used to make policy that dictate what mix of businesses a street should have and can then be used as a basis of approving or not approving a project.

Councilmember Perkins, who is also the Chair of the Planning Commission, said he would have to look at how the comprehensive plan is currently written to make it more appropriate based on what was being talked about.

Mayor Porta added that after a discussion about colored lighting with the local mosque that the discussion about colored lighting should be looked into again as their important holidays fall out of the range where colored lights are allowable in the town. He noted that Vice Mayor Loges has brought this up at a prior council meeting. In the darker months of Winter, the period of colored lights was extended to March and in the Summer, colored lights for the Fourth of July, for example, are not an issue as it is still light for a longer period of time. Town Manager Linn said lights for a specific event are usually fine as a notice of violation must be abated within ten calendar days and are usually changed to comply within the 10-day period. Mayor Porta would like to revisit this question in the next few months

5. ADJOURNMENT

The meeting was adjourned at 7:53 p.m.

Philip Auville, Town Clerk



TOWN OF OCCOQUAN

TOWN COUNCIL MEETING

Agenda Communication

5. Consent Agenda	Meeting Date: October 7, 2025
5B: Request to Approve Agreement Authorizing Vehicle Sale and Price	

Attachments: Draft Agreement

Submitted by: Martin Crim
Town Attorney

Explanation and Summary:

This is a request to approve an Agreement Authorizing the Vehicle Sale and Price related to the expiration of a vehicle leased to the Town by the then Chief of Police.

Background:

At the July 3rd, 2018, Town Council Meeting, the Town Council approved an agreement authorizing the Town to lease a 2015 white Ford Police Interceptor Sedan from Adam Linn, who at the time was employed as Chief of Police for the Town, to be used by the Town Police Department. According to the lease at its expiration, the Town needs to either return the vehicle to Adam Linn or purchase the vehicle at an agreed fair market value. The lease has expired, and the staff believe they can sell the vehicle at a price greater than the agreed fair market value and would like to attempt to sell the vehicle and have the Town keep any excess proceeds.

Town Staff Recommendation: Recommend approval.

Town Attorney Recommendation: Recommend approval.

Cost and Financing: None

Account Number: CIP – Public Safety Equipment

Proposed/Suggested Motion:

“I move to approve the agreement as proposed.”

OR

Other action Council deems appropriate.

AGREEMENT AUTHORIZING VEHICLE SALE AND PRICE

THIS AGREEMENT AUTHORIZING VEHICLE SALE AND PRICE (this “Agreement”) is made and entered into on this ____ Day of October, 2025 by and between **ADAM LINN**, Town Manager of the Town of Occoquan but acting in his private capacity (hereinafter “Linn”) and the **TOWN OF OCCOQUAN**, a municipal corporation of the State of Virginia (hereinafter “Town”). Linn and the Town are each a “Party” and collectively “the Parties.”

WHEREAS, the Parties entered into a lease agreement in July 2018 (at which time Linn was employed as Chief of Police for the Town) in which Linn leased the Town a white 2015 Ford Police Interceptor Sedan (VIN 1FAHP2MK7FG160324) (the “Vehicle”) to be used by the Town Police Department (the “Lease”) and the Lease has expired; and

WHEREAS, the Lease provided for the Town to either return the Vehicle to Linn or purchase the Vehicle from Linn at an agreed Fair Market value; and

WHEREAS, at the start of the Lease the Vehicle was equipped with emergency lights and siren but those were replaced with the currently installed emergency equipment consisting of red and blue emergency lights and siren (the “Emergency Equipment”) approximately two years ago, and

WHEREAS, removal of the Emergency Equipment would be an unnecessary expense if the Vehicle can be sold as-is to a qualified law enforcement agency; and

WHEREAS, the Parties desire to authorize the Town to sell the Vehicle under certain conditions as set forth herein; and

WHEREAS, Virginia Code § 2.2-3109 (C) (1) permits Linn to enter into this Agreement as a contract for goods expressly exempted from the Virginia State and Local Government Conflict of Interests Act, in that he has no influence over the award of the contract for sale to a third party as contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE 1. Vehicle To Be Sold

Linn authorizes the Town to sell the Vehicle together with the Emergency Equipment as provided in this Agreement. Prior to listing the Vehicle for sale, the Town will remove or disable any communications equipment or other after-market police-related equipment except the Emergency Equipment.

ARTICLE 2. Time Frame for Sale

The Town will market the Vehicle for sale and entertain offers for 60 days after the full execution of this Agreement.

ARTICLE 3. Fair Market Value and Purchase Price

The parties agree that Linn shall be paid the lesser of the following amounts:

- The agreed-upon Fair Market Value of the vehicle, which is \$8,000 based upon the CARFAX Private Party Value of the VIN (not including the Emergency Equipment); or
- The actual sale price of the Vehicle, as determined in the transaction.

However, in no event shall the Vehicle be sold for less than \$5,000 (the "Minimum Sale Price"). The Town agrees if no buyer is willing to meet the Minimum Sale Price within 60 days of this Agreement, the Town shall return the Vehicle to Linn with the Emergency Equipment.

Title to the Emergency Equipment passes with title to the Vehicle. The Town and Linn disclaim any and all warranties to the Vehicle and the Emergency Equipment except the warranty of title.

ARTICLE 4. Payment

Town agrees to pay Linn within 30 days after sale of the Vehicle.

Article 5. No Further Liability

Upon payment of the Vehicle or return of the Vehicle to Linn, Linn shall have no further claim against the Town regarding the Lease or sale of the Vehicle or the Emergency Equipment.

Article 6. Miscellaneous

The Parties have had the opportunity to consult with counsel of their own choosing. The Parties have equally engaged in the drafting of this Agreement. Time is of the essence of this Agreement. The Parties waive any right to receive special or consequential damages. This Agreement contains the entire agreement of the Parties and cannot be amended or waived except by a written document signed by the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

TOWN OF OCCOQUAN,

By: _____
Name: Earnest W. Porta, Jr.
Title: Mayor

By: _____
Name: Adam Linn



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
 Agenda Communication

5. Consent Agenda	Meeting Date: October 7, 2025
5C: Request to Accept Pocket Park Grant	

Attachments: None

Submitted by: Adam C. Linn
 Town Manager

Explanation and Summary:

This is a request to accept the Pocket Park Grant award in the amount of \$10,000 to improve an underused area of the downtown and thereby create a new public space with community-based public art.

Background:

In August staff completed a grant application through Virginia Main Street to cover the cost of a mural installation for a future Pocket Park to be created at the pump house building located at 172 Mill Street. In September, staff was advised that they had been awarded the grant in the amount of \$10,000 to install improved landscaping, permanent seating, and a mural to create a beautiful space that promotes interest in public art.

Staff is seeking Council acceptance of the Pocket Park Grant and to allocate and appropriate funds to be reimbursed by the grant for the purpose of creating a pocket park at 172 Mill Street.

Town Staff Recommendation: Recommend acceptance.

Cost and Financing: \$10,000
 Account Number: Facilities Expenses/ Mill Street Storage

Proposed/Suggested Motion:

“I move to accept the Virginia State Police HEAT Grant and to allocate and appropriate the grant funds in the CIP for the purpose of purchasing and equipping a public safety vehicle with the LPR system.”

OR

Other action Council deems appropriate.



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
 Agenda Communication

5. Consent Agenda	Meeting Date: October 7, 2025
5D: Request to Accept HEAT Grant for Public Safety	

Attachments: None

Submitted by: Adam C. Linn
 Town Manager

Explanation and Summary:

This is a request to accept the Virginia State Police HEAT Grant award in the amount of \$10,000 to purchase a mobile license plate reader system.

Background:

In early September, staff completed a grant application through the Virginia State Police under their Help Eliminate Auto Theft (HEAT) for up to \$10,000 to acquire a mobile license plate reader (LPR) system. On September 3rd, staff was advised that they had been awarded the grant in the amount of \$10,000 to purchase an LPR for public safety. This is a reimbursement grant.

Staff is seeking Council acceptance of the HEAT grant and to allocate appropriate funds to be reimbursed by the grant for the purpose of purchasing a public safety mobile LPR.

Town Staff Recommendation: Recommend acceptance.

Cost and Financing: \$10,000
 Account Number: Public Safety LPR / CIP - Equipment

Proposed/Suggested Motion:

“I move to accept the Virginia State Police HEAT Grant and to allocate and appropriate the grant funds in the CIP for the purpose of purchasing and equipping a public safety vehicle with the LPR system.”

OR

Other action Council deems appropriate.



TOWN OF OCCOQUAN

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TOWN COUNCIL
Earnest W. Porta, Jr., Mayor
Jenn Loges, Vice Mayor
Cindy Fithian
Eliot Perkins
Theo Daubresse
Robert E. Love

TOWN MANAGER
Adam C. Linn, J.D.

TO: The Honorable Mayor and Town Council

FROM: Adam C. Linn, Town Manager

DATE: October 7, 2025

SUBJECT: Administrative Report

This is a monthly report to the Town Council that provides general information on departmental activities including administration, public safety, engineering, zoning and building, public works and events.

Administration

Strategic Framework Updates:

These special updates cover all projects, programs and initiatives currently underway that further the priorities of the Town Council as laid out in their FY24-25 Strategic Framework adopted at the April 18, 2023, Town Council Meeting. The updates are divided into each tier and priority. A Strategic Framework Tracker will be provided quarterly every April, July, October, and January.

Capital Tiers

Tier 1

➤ **Continuing to Investigate Opportunities to Expand Public Parking Facilities:**

- Staff investigated options for constructing parking facilities within Town limits. No available options are fiscally appropriate at the current time. Staff will continue to explore both private and public options for increasing parking.

➤ **Upgrading Stormwater Infrastructure:**

- Stormwater Improvements (Community Project Funding): On March 17th, 2023, Town staff submitted an application to Congressperson Spanberger's office for the FY2023 Community Project Funding Program to fund remediation to the Town's stormwater system. On March 6th, 2024, the Town was informed that \$920,000 in funding had been appropriated for the project. A press conference about the funding award was held at Town Hall on May 14, 2024. Town staff met with an EPA representative on September 13th, 2024 and reviewed the project scope and grant application process. The Town has been allocated the funding but must complete the grant application process prior to executing the grant agreement. Staff met with its assigned EPA grant manager to clarify application requirements and submitted the application and NEPA review documentation in February 2025. In March 2025, staff bid out the CCTV of the existing system and selected the County to do the work in Spring 2025. Staff also worked with EPA staff to address comments on the application and submitted revised documentation to meet compliance requirements in late March. In June 2025, staff met

on site with the County and its contractor to review the scope of work. In July 2025, the County met with Town staff to review the budget and prioritize improvements in light of increased project costs. The County also completed the CCTV inspection of the system. Staff is now looking to contract a consultant to develop a risk-based priority plan focused on addressing critical failure points, environmental hazards, and illegal intrusions, ahead of construction based on the plan's recommendations. Simultaneously, staff is finalizing the grant workplan and aims to receive the award by mid fall. Staff has sent out a Request for Quote (RFQ) for a professional engineer to assist with reviewing and prioritizing the Town's stormwater system by October 10, 2025

➤ **Completing Riverwalk:**

- Riverwalk Grant Research and Submission: With Council direction, staff did not pursue a VDOT TAP grant for the project due to eligibility concerns. Staff is monitoring state funding for FY 2027 for the riverwalk as an alternative to the TAP grant.
- Riverwalk Extension Project: Preliminary engineering and design of the Riverwalk extension are on pause until funding is secured.

Tier 2

➤ **Developing/Promoting Town as a Trail Junction:**

- Trail Town Research: Town staff are currently supporting the Planning Commission in its strategic planning efforts that include researching and developing a Trail Town program for Occoquan. The Planning Commission's initial recommendations were presented to Town Council at its April 16th, 2024, meeting and revised recommendations were submitted in March 2025.

➤ **Promoting Connections with Regional Partners:**

- PWCDOT Crosswalk Safety Project: On May 31, 2023, Town staff met with VDOT engineers and staff from Prince William County Department of Transportation regarding crosswalk safety of the Washington Street Crosswalk between E. Locust Street and Edge Hill Drive. Town staff, VDOT engineers and PWCDOT recommended: (1) the addition of a streetlight near the crosswalk and changing of old streetlight heads to newer LED which would enhance the visibility at dusk/ dawn for pedestrians and drivers (PWCDOT agreed to take the lead on this immediate solution); (2) a PWCDOT study to see if a speed reducing feature such as a chicane, chocker, or perhaps a mini roundabout could be installed at the adjacent intersection; and (3) the extension of the sidewalk across the undeveloped frontage and the removal of the mid-block crosswalk to be funded under the County's Safe Sidewalk grant. Dominion Electric installed new LED streetlight heads in September. An additional streetlight, requested by PWCDOT, was installed near the crosswalk by Dominion Electric in September. Staff has reached out to PWCDOT related to the status of items 2 and 3 as well as requesting a speed study along Washington Street. As a result of the change in the law, Town Council also approved a reduction in the speed limit to 20 mph at two sections of crosswalks on Washington Street to try to improve safety around the crosswalk locations. Staff installed the reduced speed limit signage in October 2024 and warning lights in March 2025. Enforcement began in November 2024.
- Occoquan Greenway (VDOT TAP Grant Project) – [UPDATED](#): In early May 2022, Town received notification that additional funding for the Transportation Alternatives Set-

Aside Program was received through the federal infrastructure bill and that the Ellicott Street Sidewalk (Occoquan Greenway Connection) project was selected. This funding is available for fiscal years 2023-2024 and will be a coordination project with the Town, PWC Transportation and Parks Departments. The project includes sidewalk installation on Union Street and part of Ellicott Street to connect the town to a planned off-road trail section of the Occoquan Greenway Trail. The project also includes a sidewalk installation along Ellicott Street, between Poplar Alley and Mill Street. The Town Council adopted a resolution of support for the project at its September 21, 2021 meeting. Surveying along McKenzie, Union, and Ellicott Streets was completed in November 2023. In December 2023, Town staff met with PWC and the engineering firm hired by PWC to review the initial drawings and conceptual designs. Town staff worked with the contractor and the County throughout 2024 to come to a solution that addresses potential turning issues and limits damage to the root system of the magnolia tree at the intersection of Mill and Ellicott Streets. The County Arborist has made recommendations for protecting the magnolia and staff is waiting on 100% plans from the County contracted engineer that will need to be reviewed and approved by VDOT. Town staff and Mayor Porta attended a meeting with Lake Ridge Parks & Recreation Association, Supervisor Boddye, and Prince William County Parks staff to discuss the phases of the Occoquan Greenway project. In April 2025, staff supplied their final comments on the contractor's 100% plans, including a 3-D brick design on the retaining walls along Union and Ellicott. Staff has been advised that the final plans are under review by VDOT and that the contractor intends to submit a site plan for land disturbance imminently with the Town. The contractor is moving forward with obtaining VDOT land use permit for construction instead of the Town land use permit. Utility relocations and right of way authorizations are being applied for and construction is proposed for late spring early summer 2026. Updates will be available at www.occoquanva.gov/construction-updates.

➤ **Improving Town Gateways:**

- Gateway Landscaping Improvements - **UPDATE**: Staff is including gateway improvements in its 2025 Landscaping Plan. Native plantings were redesigned and some annuals were planted at the Commerce entry sign in late May. Staff has worked with the landscaping contractor to design native perennials and other hardscape accents to be installed at the Tanyard Road entrance to town in October.

➤ **Pursuing Energy Efficiency/Sustainability Enhancements:**

- Glass Recycling: In support of a Planning Commission recommendation, Town staff has been working with Prince William County on the placement of a glass recycling bin in proximity to town residents. After further review and in light of cost constraints, the County indicated it will not be able to place a glass recycling bin at the 123 and Old Bridge VDOT Commuter Lot nor any town lots. Town staff is currently working with the County on potential alternatives. Currently, the closest County glass recycling bin for town residents is at the County Center.

➤ **Improving Town Infrastructure**

- Staff will provide updates as the FY2026 Capital Improvement Program progresses.

Tier 3

➤ **Implementing Public Safety Projects:**

- Replacement PS Vehicles: The Occoquan Police Department has procured and is currently onboarding two new fleet vehicles as part of its fleet maintenance program. One of the outdated vehicles being replaced is currently being sold by the Town and the second is soon to follow.

➤ **Improving Town Properties (Mill House Museum, River Mill Park, Mamie Davis Park, Furnace Branch Park, Tanyard Hill Park):**

- River Mill Park Upgrades: Staff are currently working on improving the adequacy and efficiency of the plumbing system at the bathhouse and resolving drainage issues in the park. Staff have completed repairs to trim, vents, and plumbing in the park bathrooms. In mid-July 2025, an additional outdoor electrical receptacle was installed in River Mill Park near the LOVEwork. The area will be seeded in the fall.

In early 2025, FCWA notified staff that inspections of the park and the concrete structure below the park had been completed, and they requested the Town make repairs to both the park and the structure below. Staff indicated that the maintenance on the concrete structure is beyond the Town’s scope and worked with FCWA on a solution. In July 2025, FCWA requested the Town work with them to address drainage issues in the park, but are no longer requesting that the Town make repairs to the structure below until after the next scheduled inspection in approximately three years.

- River Road and Town Dumpster Storage: In December 2023, staff started storing Public Works equipment on the Town property at River Road after installing a fence along Rt. 123. Staff are currently planning further improvements to the property that will better secure it, improve refuse storage for residents, and allow limited access to the VDOT easement by River Road residents. On March 17, 2025, staff cleared and organized the River Rd property, chaining off the entrance and installing gravel cover. Staff also cleared and improved the storage space at the Town dumpster, adding storage and repairing the dumpster enclosure. In July 2025, staff finalized a contract for the storage shed and completed supplementary site prep. Shed, fencing, and refuse storage improvements will be completed by early fall. Delivery of the shed is scheduled for early October.
- Street and Informational Signage Updates: Town staff is updating signage on town streets and properties to reflect current town branding and add new information.
- Town Dock Regulations - UPDATE: Staff has completed the rules and regulations for the Town Dock that encourage sustainable and proper use of the public space. Staff has ordered new signage and is updating the Town website with the rules and regulations as well as payment options.

Operating Tiers

Tier 1

➤ **Personnel Recruitment, Retention, and Succession Planning**

- Volunteer Program: The Events Office is currently implementing a new volunteer program for the Town, including onboarding and scheduling, in order to recruit and retain more volunteers for expanded opportunities across Town events and projects. The program is a partnership with Visit Occoquan and Occoquan Historical Society, with whom the Town will share volunteers and resources. Sign up information is

available on the Visit Occoquan website at <https://www.visitoccoquanva.com/getinvolved>.

- Staff Retention Program: The Town Manager has been researching and implementing options to promote retention of staff across all Town departments.

➤ **Enhancing Timed Parking Program Education and Enforcement:**

- Program Information – UPDATE: There has been a large increase in timed parking violations from business employees over the past 3 months. Staff used that increase to educate the business employees and owners about the regulations and that there are no exemptions to the timed parking limits for business owners or their employees. Parking enforcement has shifted to a random weekly schedule. For more on the most up-to-date information on the Timed Parking Program, please visit: www.occoquanva.gov/timed-parking-3/.

➤ **Enhancing Revenue from Town Events Programming**

- Reconfigured Artisan Market: After review with Town Council and the business community, staff are planning the return of the Artisan Market in December 2025 with a new layout and revised programming to make the event more logistically and financially feasible for the Town while providing a holiday draw for businesses.

➤ **Evaluating a Business Recruitment Program**

- Business Recruitment Research: With direction from Town Council, staff is researching the feasibility and parameters of a business recruitment program for the town. Staff will provide updates to Town Council as appropriate.

➤ **Enhancing Public Safety**

- Snakehead Roundup Pilot – UPDATE: On August 3, 2025, the Town hosted a snakehead roundup from 8-11 pm in River Mill Park. The Public Safety-led event allowed anglers to fish from the park and foot bridge, which are usually prohibited, in order to catch and dispatch the invasive snakehead fish. The successful event has staff considering similar events involving permitting fishing throughout the year.

➤ **Enhancing Town Services**

- Event Mobile Sound System – UPDATE: The Town has received a donation of sound equipment and has successfully piloted the equipment at Trivia Nights. The results are positive and staff has undergone training on the equipment. Staff is investigating further sound improvements for larger special event uses. The sound system was also successfully utilized in the Fall Craft Show for Imagination Alley performances to great success.

➤ **Enhancing Town Beautification**

- 2025 Landscaping Plan Improvements: At its February 18, 2025, meeting, the Town Council reviewed the 2025 Landscaping Plan. This plan created by the Deputy Town Manager and Public Works Department, covers the plantings and bed improvements to public properties and right of ways around Town. In late May 2025, staff completed most of these improvements by planting a mix of native perennials and annuals in locations across town, including a wildflower garden at the LOVEwork in River Mill Park, native shrubs and flowers at the East Locust and Washington Bed, and new annuals at Mamie Davis Park, PD, and the 123 and Commerce welcome sign. Staff and

contractors will continue to implement the plan through the fall with improvements to the bed at 204 Washington St and a new bed at the Tanyard Hill Rd welcome sign.

- Gardening and Invasives Cleanup Programming - UPDATE: On July 26, 2025, staff held a pilot gardening and invasives cleanup in coordination with volunteers. Based off the success of the event, staff is working with volunteer leaders to assess needs and resources and develop more programming. A second meeting was held on September 20th to remove invasives.

Tier 2

➤ **Monitoring Technology Improvements for Productivity Enhancement**

- Town staff continues to monitor opportunities for technological improvements that will increase productivity.

➤ **Business Support Programming**

- Continuance of Quarterly Business Meetings - UPDATE: Although the Occoquan Business Partners (OBP) dissolved in 2023, Visit Occoquan and the Town of Occoquan will continue to host quarterly Town and Business Partnership Meetings. The meetings will now take place before Town Council meetings to optimize staff and attendee schedules. **The last Town & Business Quarterly Meeting for 2025 will take place on October 7th, 2025 at 5:30 pm.** Subscribe for updates and find more information on meetings at: <https://www.visitoccoquanva.com/ocqhub>.
- Visit Occoquan Business Support: Visit Occoquan is currently researching and planning workshops on a range of topics important to small businesses in order to support the needs of town businesses. They also now host semi-annual listening meetings for town businesses only, to provide a forum for business owners to discuss issues that affect the business community at large. Finally, Visit is currently working to provide welcome packages to new businesses and has incorporated welcome information into the packets that Town staff supplies to new businesses.

➤ **Tourism-led Economic Development Programming**

- Mobilizing Main Street Cohort Program: The Town of Occoquan formally handed over the reins of its Virginia Main Street program in 2024 to Visit Occoquan and became a part of the 2025-2026 Mobilizing Main Street Cohort. Over the next two years, Visit Occoquan and Town staff will work closely to complete the program and become eligible for Advancing Virginia Main Street (AVMS) designation as well as the national Main Street America accreditation, opening up further grant opportunities, technical support, and consulting services for downtown revitalization. Town and Visit staff attended an orientation on January 23, 2025, and receives monthly trainings. Starting in late summer, VMS staff will work with the Town and Visit to collect and analyze the town's economic development data and the organizational capacity of Visit. This will include site visits and surveys by early fall.
- 2025 CVG Grant Application - UPDATE: In conjunction with Visit Occoquan, Town staff submitted a grant application for a 2025 Community Vitality Grant from Virginia Main Street (VMS) for a beautification/public art project at the Mill Street Storage Shed. In July 2025, the Town was awarded a \$15,000 grant to complete the project. Town Council is being asked to accept the grant at the October 7th meeting and staff will be requesting the first tranche shortly thereafter. Staff is working on plans for the public art contest.

➤ **Development of a Capital Asset Maintenance Program**

- Maintenance Plan Research: Staff have been in communication with Prince William County on maintenance programs and are currently in the research and planning phase for this priority. Staff have identified the acquisition of an OOTB asset management system as the first step. Staff are currently onboarding a budget-friendly system for use by Public Safety and Public Works in managing their respective assets.

Capital and Maintenance Project Updates:

These are updates on significant maintenance items and existing and planned capital projects that are part of the Town's Capital Improvements Program (CIP) and additional to the Town Council's Strategic Framework priorities. Further project updates on capital and maintenance projects are available in the Public Works section of this report and at www.occoquanva.gov/construction-updates.

- Mill Street Water Issue: The recrowning work completed by VDOT contractors in 2023 along the section of Mill Street near the Ellicott Street intersection did not adequately address the longtime water flow issues in this area. Town staff removed the deteriorating temporary PVC pipe and replaced it with a new, more flexible temporary pipe to direct water from the pipe outlet at 426/430 Mill Street to the Ellicott Street stormwater inlet. The pipe is asphalted into place for added protection. As a result, water is not currently sheeting across Mill Street during and after large rainfall events and is instead traveling through the pipe to the Ellicott Street inlet. Minor damage occurred to the pipe over the winter and repairs were completed in March 2025. Updates will be available at www.occoquanva.gov/construction-updates.
- Edgehill Drive Water Issues: In early March 2024, Town staff received concerns about water bubbling through the road surface in the middle of Edgehill Drive. VDOT and PWC Service Authority have both responded to the issue and Service Authority has performed CCTV inspections of all its pipes in the vicinity in order to identify whether the issue was related to its system. In May 2024, VDOT removed part of the road surface and installing drainage pipes to move the water from under the roadway. Water again began to bubble through the road in February 2025. Town staff reported the issue to VDOT. In April 2025, staff removed sediment buildup from the area and power washed to help abate the smell and sediment issue. VDOT installed additional drains in late May; however, staff have noted continued water buildup in the area and has notified VDOT.
- Mill Street Cul-de-sac Railing: In July 2025, a car struck the railing along the top of the cliffside at the Mill Street cul-de-sac, causing thousands of dollars in damage. Approximately 80 feet of railing was broken off the concrete base and requires replacement. Staff contracted out the replacement and work was completed in August.
- Mill House Visitor Kiosk: In 2024, a car struck the visitor kiosk outside the Mill House Museum, destroying the structure. In June 2025, the Town received funding from Prince William County to replace it. Staff are currently working through permitting and design with a contractor. Install is expected in Fall 2025.

Development Project Updates:

These are updates on private development projects in the Town of Occoquan. More information can be found in the Engineering Section.

- The Mill at Occoquan: The Town approved the final site plan on August 12, 2024. As the developer finalizes a demolition permit with Prince William County, the Town is awaiting

updates from the developer on asbestos removal and a new zoning permit application for demolition for the buildings on the properties. Previously, the Town approved a zoning application for demolition of the boat storage structure and the developer completed preliminary work in March.

- 406 McKenzie Drive Subdivision – UPDATE: Owners of 406 McKenzie Drive have submitted a subdivision application with the Town to divide the property into multiple parcels. Comments on the application have been provided to the owners, and several meetings have been held with them, their engineers, and the Town Engineer. At each meeting, the owners were advised of the Town Code provisions that limit development on slopes steeper than 20 degrees. They continue to work on options for subdividing the property within that limitation.
- Rivertown Overlook– UPDATE: The developer submitted an as-built and boundary line adjustment to the Town. The Town Engineer reviewed and returned comments in April 2025. The developer has responded and staff is reviewing the response to comments.
- 116 Washington Street – NEW: The developer submitted site plans for the development of 5 town homes. Staff has reviewed and is waiting on comments back from outside agencies.

Other News and Updates:

These are updates on any other noteworthy projects, programs, or initiatives being carried out in and around the town, including updates on deadlines and administrative projects.

- Tax Delinquencies: A number of BPOL filings are still outstanding. **The filings were due on March 1, 2025.** All delinquent accounts receive mail and/or email notices from Town staff. For more information on tax filing please contact the Town Clerk at townclerk@occoquanva.gov or visit www.occoquanva.gov/living-here/tax-information/ and/or www.occoquanva.gov/business/doing-business-in-occoquan/.
- Town Vehicle License Enforcement– UPDATE: Town Ordinance Section 71-02 requires that owners of any motor vehicle principally garaged, stored, or parked in Town pay an annual Vehicle License Fee by November 15th of each year. The Town Police are increasing enforcement for vehicles found to be principally garaged, stored, or parked in Town without the Town decal displayed. The Town decal should be displayed on the front windshield. The 2026 Town Decals are now available. **Be on the look out for mailings regarding the 2026 Vehicle License. Please fill out the PDF or online form at www.occoquanva.gov/living-here/tax-information.**
- Meals Tax Discount Repealed: At the March 18th, 2025, meeting, the Town Council voted to repeal § 35.044 of the Town Code, repealing the 3% discount on timely meals tax filings that file on or before the 20th of the month. The repeal took effect on July 1, 2025. New filing forms are updated on the Town website and have already been delivered to affected businesses in advance of that date. For any questions please contact the Town Clerk at townclerk@occoquanva.gov.
- Grass and Weed Code Compliance: Recently, staff has fielded an unusually high number of complaints about overgrown grass, weeds and invasive species on private properties in town. As a reminder, having grass, weeds, and/or foreign growth of over 12 inches in height is a violation of Chapter 92 of the Town Code. Property owners are asked to please try to maintain their yards as regularly as possible. When complaints are filed or vegetation crosses onto and/or obstructs public property and rights of way, violation notices will be sent to property owners.

- Naming of Town Visitor Center: In coordination with the Occoquan Historical Society and Visit Occoquan, the Mill House Museum will also serve as the town's Visitor Center. Wayfinding and marketing information will be updated over the coming weeks to reflect this change. The change aims to give town visitors a clear location to go to for questions and to learn more about the town, while leveraging existing resources and generating more foot traffic at the museum.

Treasurer Report - Supplemental Information

The August 2025 Financial Report is included in the Town Council agenda packet. Highlights from the current report are below, as well as additional information regarding current delinquencies (as of August 31, 2025).

BPOL Tax Delinquencies		
Business Name	Delinquency Period	Date of Last Notice/Status
AMAYA STUDIOS LLC	2 years	9/25/25
BALLYWHACK INC	5 months	9/25/25
BAR J CHILI PARLOR LLC	5 months	9/25/25
GRIND N CREPE LLC	5 months	9/25/25
NEXTHOME BELTWAY REALTY	5 months	9/25/25
PIN CURLS LLC	3 years	Audit completed, payment pending 6/13/25
RAVENSWORTH CUSTOM HOME IMPROVEMENT LLC	5 months	9/25/25
RUBICON CONSTRUCTION AND SURVEYING	5 months	9/25/25
TALENT ACQUISITION CONCEPTS	3 years	9/25/25
THIRD BASE LLC	5 months	9/25/25

Transient Occupancy Tax Delinquencies		
Business Owner	Delinquency Period	Date of Last Notice/Status

Meals Tax Delinquencies		
Business Name	Delinquency Period	Date of Last Notice/ Status
BAR J CHILI PARLOR	1 month	9/23/25
BLACK MAGIC OCCOQUAN	1 month	9/23/25
GRIND N CREPE	1 month	9/23/25
THIRD BASE	1 month	9/23/25

Real Estate Delinquencies			
Property Owner	Delinquency Period	Date of Last Notice	Address
INTERNATIONAL PEACE MISSION INC	1 year	9/23/2025	207 WASHINGTON ST
INTERNATIONAL PEACE MISSION INC	1 year	9/23/2025	209 WASHINGTON ST
WHITE, FRANCESCA*	8 months	9/23/2025	1521 COLONIAL DR
WILSEY CHRISTOPHER MILES & RIINA METTAS-WILSEY SURV*	8 months	9/23/2025	384 MYRTLE PL

*By Mortgage Company

Meals Tax by Fiscal Year			
Month	FY24	FY25	FY26
July	31,379	29,964	30,559
August	31,029	31,192	33,859*
Total as of Latest Month:	62,408	61,156	64,418

*Delinquencies still outstanding for this month that will noticeably increase tax revenue

Engineering

River Mill Park Drainage - no change from last report: staff met with Fairfax County Water Authority to review options to modify park surface on 3/31/2025.

Virginia Erosion and Stormwater Management Program (VESMP) Update - update from last report: Town Council adopted updates to VESMP as requested by the Department of Environmental Quality at the 9/16/25 meeting.

Mill at Occoquan - no change from last report: Site plan approved by Town on 8/12/24. Application for demolition of boat storage structure approved 2/27/24. October 24, 2024, the applicant was notified that additional demolition permits are needed for the removal of structures other than boat storage.

Ellicott Sidewalk Extension Project - update from last report: Project construction tentatively scheduled for FY2026. County Arborist examined magnolia and made recommendations, which will be part of final plan. Town will be issuing Land Disturbance Permit following application by Prince William County. Prince William County agrees to correct Union & Mill ADA complaint as part of TAP grant with Ellicott sidewalk. Layout proposed by Prince William County Transportation on 9/3/25, design accepted by Town Manager on 9/5/25.

Site Plans/Plats Under Review or Being Discussed with Owner/Tenant:

Address	Plan Number	Use	Status
Mill at Occoquan	SP2022-001	Mixed Use project	Plan approved by Town 8/12/24.
Kiely Court – 426 Mill Street	AB2025-017	Single family detached	As-built plans submitted May 10, 2025 - comments issued to Applicant on June 20, 2025. Resubmittal required.
105 Poplar Lane	Not assigned	Single family detached	Modifications to house and lot for final Occupancy Permit
406 McKenzie Drive	SUB2023-036	Subdivide existing lot into multiple parcels	Applicant contemplating subdivision into more than up to 5 lots. Plan still active but no resubmission. Most recent meeting on 3/12/25. Follow-up meeting with Owner on 9/26/25, Variance request may be forthcoming.
Rivertown Overlook	BLA2025-006	Boundary Line Adjustment for Townhomes Development	Small change to increase lot size to keep steps within property line submitted 3/3/25; comments issued on 4/16/2025
Rivertown Overlook	AB2025-005	As-built submission for bond release	As-built submission for bond release submitted 3/3/25; comments issued on 4/16/2025. Revised as-builts submitted 7/14/25, comments returned 8/13/25. Potential encroachment agreement may be needed for porch near Ellicott Street. Second submission received 9/30/25.
116 Washington	SP2025-002	Townhouses	Site plan submitted on 8/19/25, comments due 10/3/25 (45 days).
116 Washington	SUB2025-003	Townhouses	Subdivision plat submitted 8/19/25, comments due 10/3/25 (45 days).

Zoning and Code Enforcement

Below is an overview of zoning permit applications and Town Code violations for the past month. Residents can learn more about zoning at www.occoquanva.gov/government/zoning-land-development-and-building.

A. The following is a list of **zoning reviews** from September 1 to September 30, 2025:

	Zoning Application #	Property Address	Activity
1	TZP2025-030	201 Union St, Suite 104	New Business Location
2	TPZ2025-031	264 Gaslight Landing	Replace Gas Water Heater
3	TPZ2025-033	390 Myrtle Place	Revise Stone Retaining Wall

B. The following is a list of **zoning modification requests** from September 1 to September 30, 2025:

	Zoning Application #	Property Address	Activity
1			

C. The following is a list of **new violation letters** from September 1 to September 30, 2025:

	Property Address	Violation #	Violation	Town Action
1	312 Center Lane	OCV-2025-035	Grass	Courtesy email on 9/5/25; abated on 9/12/2025
2	233 Mill Street	OCV-2025-036	Signage	Town Manager spoke with Business Owner on 9/11/2025;
3	300 Ellicott Street	OCV-2025-037	Signage	Courtesy email sent on 9/16/25; Sign permitted on 9/30/2025
4	200 Mill Street	OCV-2025-038	Signage	Courtesy email sent on 9/22/25; Signs taken down on 9/23/2025

D. The following is a list of **active/previous violations** from July 1 to July 31, 2025:

	Property Address	Violation #	Violation	Town Action

Building and Property Maintenance

Building: The Building Official monthly permit report provided by Prince William County is attached.

For more information on building permits and building code violations go to www.pwcva.gov/department/building-development-division.

Property Maintenance: The Property Maintenance monthly report provided by Prince William County is attached.

Prince William County provides property maintenance enforcement for the Town of Occoquan. All complaints for property issues (excluding signage, yard, and landscaping concerns) should be filed with the Prince William County Neighborhood Services at www.pwcva.gov/department/neighborhood-services.

Public Safety

Mission:

The mission of the Occoquan Police Department (OPD) is to: protect the lives and property of our residents, visitors, and businesses; to reduce the incidence and fear of crime; and to enhance the public safety of our historic waterfront community. To that end, we will hire and maintain a professional staff who through education, mentoring, and community policing will maintain a supportive partnership between our community and this Department. We will respect the rights and dignity of all people and always remain approachable and professional.



Monthly Departmental Goals:

- Goal 1: Provide for the public safety of the persons and property of the residents, businesses, and visitors of the Town of Occoquan.
- Goal 2: Promote a professional and accountable police department.
- Goal 3: Promote safe pedestrian and vehicular traffic within the Town of Occoquan.
- Goal 4: Prepare for and respond to all threats and hazards facing the Town of Occoquan.

OPD Division Reports:

Professional Standards Division

The Professional Standards Division (PSD) is responsible for internal affair investigations, criminal investigations, and background investigations. Additionally, the OPD Training Unit is housed within the PSD and is responsible for identifying training needs, designing, and implementing training for OPD Officers.

The OPD engaged in 4 administrative reviews against officers during the month of September.

Field Operations Division

The Field Operations Division (FOD) is responsible for day-to-day patrol operations throughout the Town.

Officers engaged in foot patrols throughout the residential district, historic district, and the Town Riverwalk.

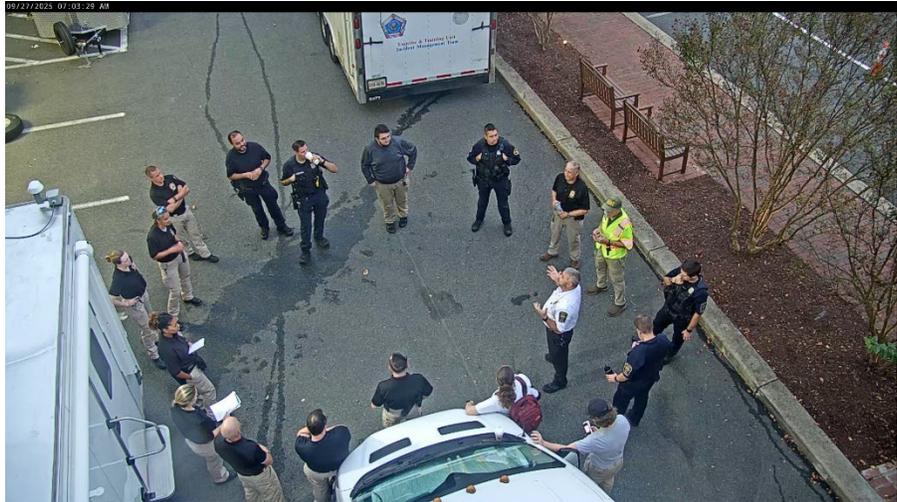
FOD officers supported the Town's Fall Arts & Craft Show event.

Special Operations Division

The Special Operations Division (SOD) consists of OPD Officers who have a dual role within the FOD. The SOD consists of Auxiliary Patrol Officers, Parking Enforcement, Homeland

OPD - HSEM Officers supported the Town's Fall Arts & Craft Show event with specialized equipment in support of FOD Officers.

The OPD continues to participate monthly in several Northern Virginia Emergency Response (NVERS) and Council of Government (COG) committees focused on keeping the region safe and secure.



Patrol and Enforcement Activities:

For the month of September, the town police had 171 calls for service* including:

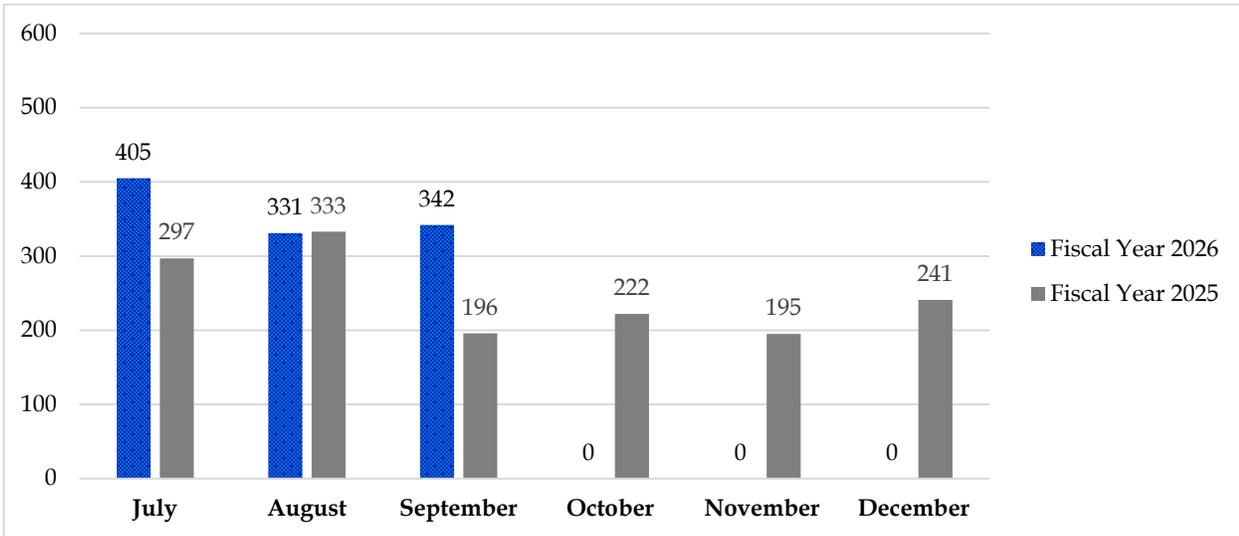
<i>Call for Service</i>	<i>#</i>	<i>Call for Service</i>	<i>#</i>
Alarms	1	Noise Complaints	2
Animal Call	2	Other / Service	56
Arrest (misdemeanor other)	1	Parking Complaints	2
Complaints (misc)	1	Person In Crisis / Suicide Attempt	2
Disabled Vehicle/Motorist Assist	16	Protective/ECO Order	2
Disorderly	9	Reckless Driving / Road Rage	1
DUI Arrest	1	Roadway Obstruction	2
Fleeing & Eluding	1	Suspicious Calls	18
Firearm Violation	2	Traffic Control	2
Lost/Found Property	3	Trespassing	9
Gas Leak	2	Vehicle Crash	10
Hit & Run	9	Vehicle Towed	1
Illegal Fishing	3	Warrant Arrest	1
Larceny / Theft	1	Warrant Service	3
Medical/Mental Health Calls	3	Welfare Checks	3
Missing Person	2		
			171

* The calls for service do not include calls related to the Fall Arts & Craft Show.

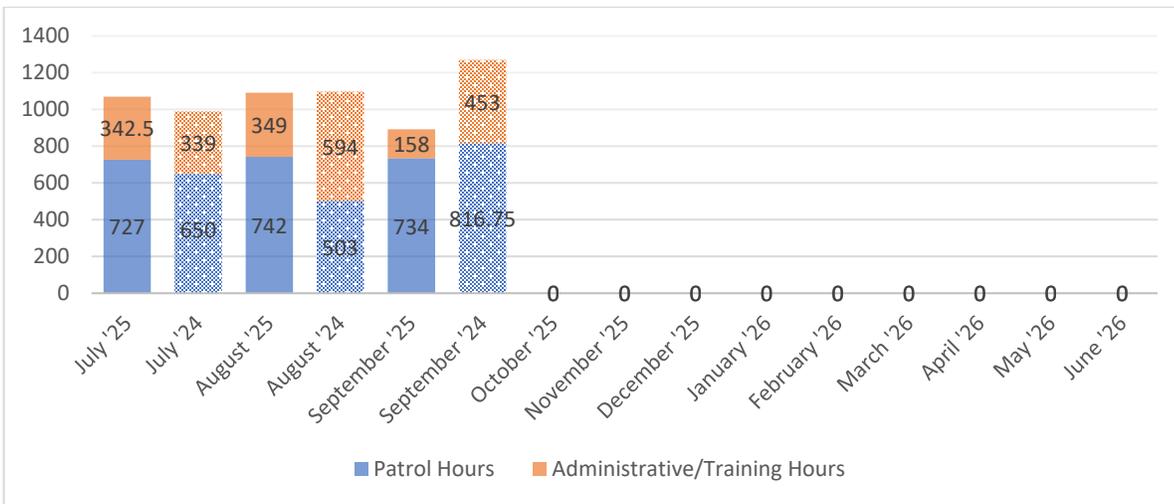
Town police made 3 custodial arrests, issued 342 traffic summonses, 89 parking violations, and 83 warnings.

Officers also engaged in 161 business checks and 314 park checks during the month of September.

Traffic Summonses FYTD (GRAPH)*



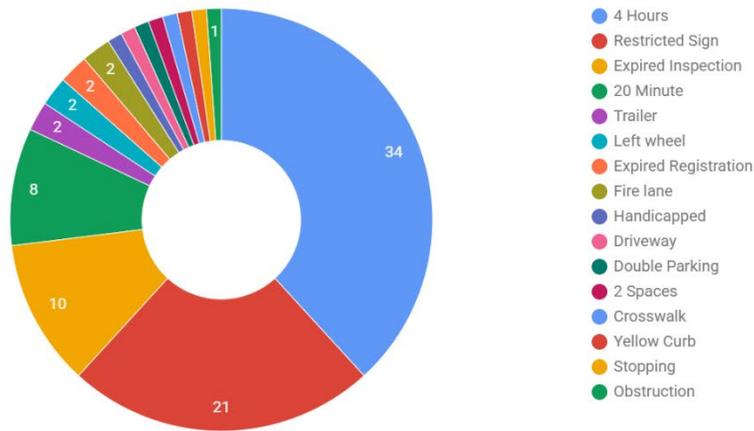
Patrol/Administrative/Training Hours FYTD (GRAPH)*



Parking Enforcement (CHART/GRAPH)*

Month	Parking Tickets	Warning
July	44	3
August	65	1
September	89	0

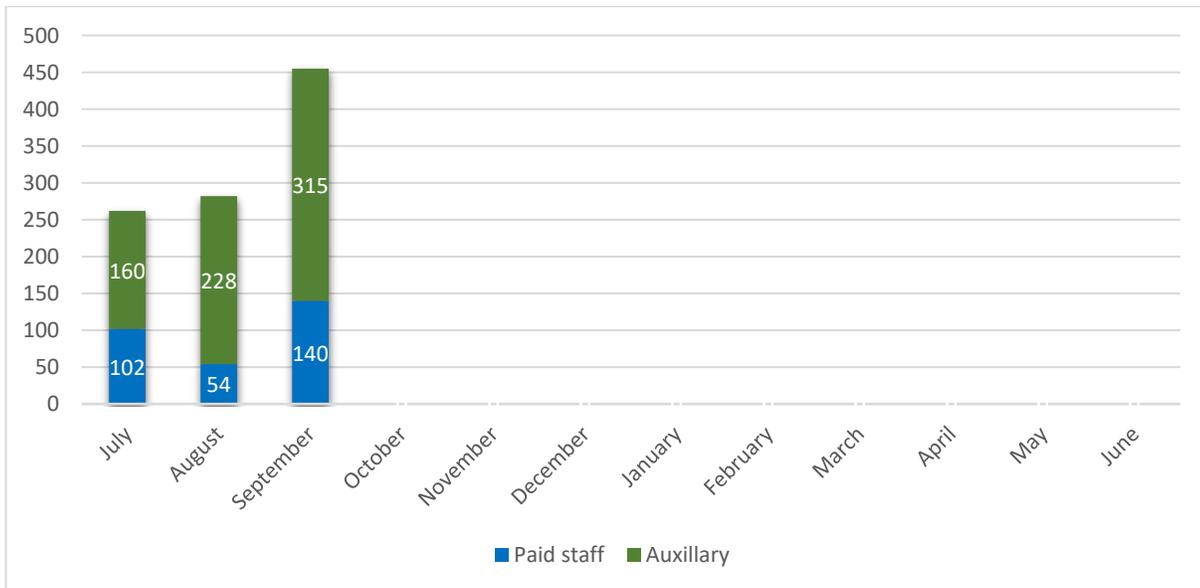
Occoquan VA - Tickets By Violation (Sept. 2025)



Data as of 10/1/2025, 12:00:00 AM

Volunteer in Police Service

For Fiscal Year 2026, our auxiliary police officers and paid police staff donated a total of 999 uncompensated hours to the Town. Below is a list of volunteer hours (uncompensated time) provided by our auxiliary police officers and paid police staff.



Special Operations Statistics

Marine Patrol					
Month	Hours on Patrol	Other Hours	Stops	Interactions	Calls for Service
July	50	16	15	73	4
August	21	12	14	65	8
September	0	5	0	0	0
FY Total	71	33	29	138	12
UAS Operations					
Month	Operational Hours	Training Hours		Special Events	Calls for Service
July				0	0
August				0	0
September	22	6		1	2
FY Total	22	6		1	2
UTV / HSEM Operations					
Month	Hours Staffed	Training Hours		Special Events	Calls for Service
July	22	8		1	0
August	23	12		2	0
September	154	0		2	0
FY Total	199	20		5	0

Public Works

Routine Activities

The Public Works Department engages in the following regular maintenance activities:

Activity	Weekday	Sat/Sun	Weekly	Monthly	Notes
Trash Collection/Check	X	X			Weekend checks during high traffic seasons
Street Sweeping			X		Sweeping Season: April - October
Check/Repair Gaslights	X				Review and schedule repairs as needed
Check/Replace Doggie Bags			X		
Check/Clear Storm drains			X		Weekly + Storm Prep
Check Public Restrooms	X	X			Weekend checks during high traffic seasons
Contractor Cleaning – RMP			X		Contractor cleans Fridays and Mondays
Check Tanyard Hill Park			X		Review and schedule repairs as needed
Check Mamie Davis Park and Riverwalk	X				Review and schedule repairs as needed
Check/Clean Kayak Ramp				X	Monthly to quarterly cleaning
Check River Mill Park	X				Review and schedule repairs as needed
Clean/Maintain RMP Light Poles				X	
Check Furnace Branch Park			X		Review and schedule repairs as needed
Minor Brick Sidewalk Check/Repairs			X		Review and schedule repairs as needed
Maintain Town Buildings			X		Review and schedule repairs as needed
Maintain Town Equipment			X		Vehicle and small engine repair, seasonal and as needed
Clean Town Vehicle			X		Ensure cleanliness and care of town vehicle
Maintain Annex/PW Facility	X				External and internal clean up and organization
Maintain Events Building at RMP				X	Monthly to quarterly
Check/Maintain Dumpster and storage area				X	
Water Flowers	X				Seasonal
Graffiti Check/Removal	X				
Litter Check/Removal	X				
Install/Repair Event Banners as Needed				X	Seasonal
Maintain Temporary Pipe on Mill Street				X	Until no longer needed
Pest Treatment				X	Town buildings every 3 months

Public Works Highlights (September 2025)

- Supported and cleaned up from Fall craft Show.
- Constructed sign frame for banners at the Fall craft show.
- Planted pansies and other fall flowers at Mamie Davis Park and River Mill Park.
- Continued renovations at Mill House Museum by patching the roof.

Special Public Works Projects

Projects In-Progress: 10

Projects Completed: 10

Below is an updated list of maintenance activities with status updated as of July 31, 2025:

Project	Status	Completion Date	Notes
Building and Property Maintenance (TH, Annex, Museum and River Rd)			
Mill House Museum Interior Renovations	Not started		Winter 2026
Annex Indoor Painting	Not started		Fall 2026
Lighting Repair at Mill House Museum	Completed		Fall 2025
Town Hall Drainage Improvements	Completed	07/09/2025	
Remove Bars from Front Doors and Windows at Mill House Museum	Completed	07/30/2025	
Craft Show and Events Support			
Fall Craft Show Support	Completed	9/30/2025	
Support Trivia Night	Completed	09/12/2025	
Landscaping			
Fall Plantings	Completed	9/22/2025	Mid-September 2025
Improvements at Tanyard Hill and Old Bridge Entrance	In progress		Mid-October
Holiday			
Holiday Improvements Planning	In progress		Events Joint Project
Park and Riverwalk Maintenance (RMP, MDP, Furnace, Tanyard, and Dock/Riverwalk)			
Clean Out Life Preserver Holders on Town Dock and Kayak Ramp	Completed	07/24/2025	
Special Projects			
Backup Generator Project	Not started		Paused – OPD Joint Project
TH, Mill St, and RMP Storage Reorg	In progress		TH started; Events Joint Project – Fall 2025
River Road and Town Dumpster Improvements	In progress		Cleaning and reorg, chained off River Rd, and town dumpster area completed

Project	Status	Completion Date	Notes
			3/17/25; Shed, fence and trash enclosure install planned for Fall 2025
Spring Cleaning			
Powerwash Gaslight Landing Riverwalk	Completed	9/11/2025	Summer 2025
Powerwash Town Dock and Riverwalk	Completed	9/11/2025	Summer2025
Curb and Striping Review and Painting	In progress		Fall 2025
Clean Trash and Recycling Containers	Completed	07/24/2025	
Streets, Sidewalks, and Parking			
Repair Dogwoods on TH Bricks	Not started		
Repair Lot B Stormwater Pipe	Completed	8/5/2025	August 2025
Remove Power Line Residue from Sidewalk at 308 Mill	In progress		Winter 2026
Move Parking Sign at Madigan's	Completed	07/02/2025	
Vehicles and Equipment			
New Truck and UTV Decals	Completed	8/11/2025	Summer 2025
Trailer Review and Repair	Completed		
Brick Installation and Maintenance			
Commerce and Union	Completed	07/08/2025	

Events and Community Development

Fall Arts & Crafts Show Brief Summary

Saturday & Sunday, September 27 & 28 from 10am - 5pm

Historic District, Occoquan, VA

The Fall Arts & Crafts Show, held on Saturday and Sunday, September 27 & 28, was a great success despite intermittent rain on Saturday. The event drew strong attendance and positive feedback from both visitors and vendors. Many vendors reported a valuable and worthwhile weekend and have expressed interest in returning for future shows. Additionally, the event generated approximately \$36,000 in shuttle revenue, exceeding the cost of the shuttle by \$4,000. A full report with additional details and metrics will be presented at an upcoming council meeting.

Murder on Prom Night: A Murder Mystery in River Mill Park

Friday, October 24 at 7:00pm

River Mill Park, 458 Mill Street, Occoquan, VA

We are excited to announce “Murder on Prom Night,” an interactive outdoor murder mystery event set in the vibrant theme of an '80s prom. Guests will be immersed in a night of suspense, drama, and nostalgic fun as they work together to solve the mystery.

Tickets are \$48. VIP Tables with seating for 8 with prime seating and exclusive offerings are \$550. Purchase Tickets Online.

Seating is limited. Beginning at 5:00pm, guests may hop the free shuttle service provided for this event at Rt 123 Commuter Lot at the corner of Route 123 and Old Bridge Road in Woodbridge. Parking is also available on the street and in town lots.

So, tease up your hair and get ready for a prom night filled with drama, intrigue, and pure 80's magic!

Learn more at [Murder Mystery in the Park | Visit Occoquan Virginia](#).

Costume Parade & Contest

Saturday, October 25 at 10am

Mill Street/River Mill Park

Get ready for a beloved Occoquan tradition! Our annual Halloween Costume Parade and Contest invites families, kids, and costume lovers of all ages to show off their most creative costumes in a fun-filled morning celebration.

Beginning at 10:00 AM, participants will check in and receive a parade number at the Riverwalk Shops (125 Mill Street). Led by Mayor Porta, the parade will proceed down Mill Street and conclude in River Mill Park, where costume judging will take place. We are looking for a few judges, if you are interested in helping, please let Tammy know. Judging Categories include: Cutest, Scariest, Funniest, Most Original, and Best Family/Group

Prizes: first-place winners in each category will receive a \$25 Visit Occoquan Gift Card, redeemable at participating businesses throughout town.

This event is free and open to the public – come dressed to impress and join the fun!

Halloween Décor Vote & Win Contest

After the annual Community Costume Parade & Contest, Visit Occoquan will host a decor contest. Make your way through town for trick-or-treating at select businesses, PLUS a chance to win a Halloween themed gift basket when you vote for your favorite decor and staff costume.

Voting ballots will be available at participating businesses all day on Saturday, October 25. Drop completed ballots off at Town Hall (314 Mill Street, Occoquan, VA) by 8:00pm on Saturday, October 25.

Town of Occoquan

Budget vs. Actuals

July - August, 2025

	Actual	Annual Budget	Net Change	% of Budget
Income				
40000 TAXES			0	
40010 Real Estate	2,489	311,289	(308,800)	0.80%
40020 Meals Tax	61,765	315,452	(253,687)	19.58%
40030 Sales Tax	4,000	48,000	(44,000)	8.33%
40040 Utility Tax	3,117	37,000	(33,883)	8.42%
40050 Communications Tax	5,098	31,000	(25,902)	16.44%
40060 Transient Occupancy Tax	3,571	43,000	(39,429)	8.31%
40070 Peer-to-Peer Vehicle Tax	0	0	0	
Total 40000 TAXES	\$80,040	\$785,742	\$(705,702)	10.19%
41000 FEES/LICENSES	270	1,000	(730)	27.00%
41010 Vehicle License	476	10,308	(9,832)	4.62%
41020 Business Licenses	612	93,499	(92,887)	0.65%
41025 Business License Fee	210	4,320	(4,110)	4.86%
Total 41020 Business Licenses	\$822	\$97,819	\$(96,997)	0.84%
41030 Late Fees	906	2,500	(1,594)	36.25%
41040 FINES (PUBLIC SAFETY)	68,210	427,000	(358,790)	15.97%
41100 Administrative Fees	4,028	8,500	(4,473)	47.38%
41120 Service Revenue - Eng	0	14,000	(14,000)	0.00%
41130 Service Revenue - Legal	0	5,000	(5,000)	0.00%
41140 Service Revenue - Other	0	500	(500)	0.00%
41160 Convenience Fees	160	0	160	
Total 41000 FEES/LICENSES	\$74,872	\$566,627	\$(491,756)	13.21%
42000 GRANTS			0	
42021 NHSTA (DMV)	0	26,000	(26,000)	0.00%
42110 Virginia DCJS	0	0	0	
42020 HB 599	7,093	29,223	(22,130)	24.27%
Total 42110 Virginia DCJS	\$7,093	\$29,223	\$(22,130)	24.27%
42130 DEQ			0	
42010 LITTER	0	1,800	(1,800)	0.00%
Total 42130 DEQ	\$-	\$1,800	\$(1,800)	0.00%
Total 42000 GRANTS	\$7,093	\$57,023	\$(49,930)	12.44%
43000 RENTALS				
43010 Town Hall	0	80	(80)	0.00%

43020 River Mill Park	0	3,500	(3,500)	0.00%
43030 Mamie Davis Park Rental	300	2,500	(2,200)	12.00%
43040 200 Mill Street Lease	0	7,843	(7,843)	0.00%
Total 43000 RENTALS	\$300	\$13,923	\$(13,623)	2.15%
44000 OTHER		44,060	(44,060)	0.00%
44005 Insurance Proceeds	14,752	0	14,752	
44010 General Fund Interest	7,344	25,000	(17,656)	29.38%
44030 Mamie Davis Park Interest	0	0	0	
44040 Bricks Revenue	398	800	(402)	49.73%
44060 Other	1,720	5,000	(3,280)	34.41%
Total 44000 OTHER	\$24,214	\$74,860	\$(50,646)	32.35%
Total Income	\$186,519	\$1,498,175	\$(1,311,656)	12.45%
Gross Profit	\$186,519	\$1,498,175	\$(1,311,656)	12.45%
Expenses				
60000 PERSONNEL SERVICES			0	
60010 Salaries and Wages	96,517	667,101	(570,584)	14.47%
60020 Overtime	1,573	15,440	(13,867)	10.19%
60030 On-call Labor	7,936	68,800	(60,864)	11.53%
60040 Other Benefits (Cell)	0	0	0	
60050 Payroll Taxes	7,770	57,472	(49,702)	13.52%
60060 Life Insurance	1,014	6,081	(5,067)	16.67%
60070 Health Insurance	2,104	40,457	(38,353)	5.20%
60095 VRS Employer Contrib	2,738	40,116	(37,378)	6.83%
Total 60000 PERSONNEL SERVICES	\$119,651	\$895,467	\$(775,816)	13.36%
60400 PROFESSIONAL SERVICES			0	
60420 Consulting		0	0	
60430 Zoning and Engineering Services	1,399	40,000	40,000	3.50%
60435 Services Expense - Engineering	1,148	0	1,148	
Total 60430 Zoning and Engineering Services	\$2,546	\$40,000	\$(37,454)	6.37%
60440 Legal Services			0	
60443 Prosecutions	6,000	40,000	(34,000)	15.00%
60444 Administration	5,355	64,260	(58,905)	8.33%
Total 60440 Legal Services	\$11,355	\$104,260	\$(92,905)	10.89%
60450 Audit Services	0	20,370	(20,370)	0.00%
60460 Payroll Processing	1,317	8,150	(6,833)	16.15%
60465 Financial System Maintenance	2,160	2,160	0	100.00%
60470 Bank Charges	1,027	2,840	(1,813)	36.16%
60480 Facility Security Services	0	0	0	
Total 60400 PROFESSIONAL SERVICES	\$18,405	\$177,780	\$(159,375)	10.35%
60800 INFORMATION TECH SERV			0	

60810 Website Support	408	3,820	(3,412)	10.68%
60840 Phone Service	3,909	9,800	(5,891)	39.88%
60850 Internet Service	1,379	6,800	(5,421)	20.28%
60860 Hardware/Software & Maintenance	1,941	12,140	(10,199)	15.99%
60870 IT Support Services	719	11,000	(10,281)	6.53%
Total 60800 INFORMATION TECH SERV	\$8,356	\$43,560	\$(35,204)	19.18%
61200 MATERIALS AND SUPPLIES			0	
61210 Office Supplies	234	4,600	(4,366)	5.08%
61220 Operational supplies	4,406	21,900	(17,494)	20.12%
61240 Janitorial Supplies	0	1,000	(1,000)	0.00%
61250 Uniforms	880	7,000	(6,120)	12.56%
Total 61200 MATERIALS AND SUPPLIES	\$5,520	\$34,500	\$(28,980)	16.00%
61600 OPERATIONAL SERVICES			0	
61620 Copier Lease, Contract	584	6,000	(5,416)	9.74%
61630 Postal Services	341	2,500	(2,159)	13.63%
61640 Postal Machine Rental	145		145	
Total 61600 OPERATIONAL SERVICES	\$1,070	\$8,500	\$(7,430)	12.59%
62000 CONTRACTS			0	
62010 Refuse Collection	18,951	100,274	(81,323)	18.90%
62030 Snow Removal	0	2,500	(2,500)	0.00%
62040 Landscaping	3,657	35,000	(31,343)	10.45%
Total 62000 CONTRACTS	\$22,608	\$137,774	\$(115,166)	16.41%
62400 INSURANCE			0	
62410 Insurance	44,703	45,023	(320)	99.29%
Total 62400 INSURANCE	\$44,703	\$45,023	\$(320)	99.29%
62800 PUBLIC INFORMATION		0	0	
62820 Design/Print - Auto Decal	677	652	25	103.83%
62840 Postage - Newsletter	419	2,700	(2,281)	15.53%
Total 62800 PUBLIC INFORMATION	\$1,096	\$3,352	\$(2,256)	32.71%
63200 ADVERTISING			0	
63210 Advertising - Legal		2,500	(2,500)	0.00%
63230 Community/Business Supp		4,200	(4,200)	0.00%
Total 63200 ADVERTISING	\$-	\$6,700	\$(6,700)	0.00%
63600 TRAINING AND TRAVEL			0	
63610 Conferences	350	1,750	(1,400)	20.00%
63620 Membership and Dues	1,101	3,700	(2,599)	29.76%
63630 Travel Reimbursement		1,500	(1,500)	0.00%
63640 Employee Training	9,246	10,390	(1,144)	88.99%
63650 Boards and Comm Training	0	800	(800)	0.00%
Total 63600 TRAINING AND TRAVEL	\$10,697	\$18,140	\$(7,443)	58.97%

64000 VEHICLES AND EQUIPMENT			0	
64010 Town Vehicles M&R	3,616	8,500	(4,884)	42.54%
64030 Equipment M&R	0	6,400	(6,400)	0.00%
64040 Fuel	3,634	27,200	(23,566)	13.36%
64050 Equipment and Tools	2,865	5,950	(3,085)	48.15%
Total 64000 VEHICLES AND EQUIPMENT	\$10,115	\$48,050	\$(37,935)	21.05%
64400 SEASONAL			0	
64430 Parks/Town Hall Decor	0	9,200	(9,200)	0.00%
64440 Wreath Installation/Maint	0	3,000	(3,000)	0.00%
Total 64400 SEASONAL	\$-	\$12,200	\$(12,200)	0.00%
64700 FACILITIES EXPENSE			0	
64800 TOWN HALL			0	
64820 Elevator Inspection/Maint	0	400	(400)	0.00%
64830 Janitorial Services	729	4,937	(4,208)	14.76%
64850 Repair and Maintenance	227	1,000	(773)	22.69%
64860 Equipment Maint Contracts	0	400	(400)	0.00%
64870 Exterminating Services	0	0	0	
64880 Utilites - Gas/Water/Elec	580	4,700	(4,120)	12.34%
Total 64800 TOWN HALL	\$1,535	\$11,437	\$(9,902)	13.42%
65200 MILL HOUSE MUSEUM			0	
65210 OHS Subsidy (Mill Museum)	0	6,000	(6,000)	0.00%
65240 Repair and Maintenance	57	500	(443)	11.34%
Total 65200 MILL HOUSE MUSEUM	\$57	\$6,500	\$(6,443)	0.87%
66000 ANNEX / MAINTENANCE YARD			0	
66010 Exterminating Services	0	0	0	
66020 Equipment Maint Contracts	0	150	(150)	0.00%
66030 Utilities - Elect/Water	485	4,000	(3,515)	12.14%
66040 Repair and Maintenance	463	1,000	(537)	46.32%
Total 66000 ANNEX / MAINTENANCE YARD	\$949	\$5,150	\$(4,201)	18.42%
66800 RIVER MILL PARK & FACIL			0	
66810 Brick Paver Program	0	300	(300)	0.00%
66820 Restroom Janitorial Serv	1,457	8,495	(7,038)	17.16%
66830 Winterization	0	350	(350)	0.00%
66840 Repair and Maintenance	750	4,000	(3,250)	18.75%
66850 Utilities	417	5,800	(5,383)	7.19%
66870 Equipment Maint Contracts		0	0	
Total 66800 RIVER MILL PARK & FACIL	\$2,624	\$18,945	\$(16,321)	13.85%
67200* MAMIE DAVIS PARK & RIVERWALK			0	
67220 Riverwalk & Dock	0	500	(500)	0.00%
67230 Winterization	0	350	(350)	0.00%

67240 Mamie Davis Park Repair & Maint	0	250	(250)	0.00%
67250 Utilities	13	1,700	(1,687)	0.76%
67260 Kayak Ramp - Repair & Maint	118	250	(132)	47.39%
Total 67200* MAMIE DAVIS PARK & RIVERWALK	\$131	\$3,050	\$(2,919)	4.31%
67800 OCCOQUAN RIVER			0	
67810 River Water Quality Testing	0	2,500	(2,500)	0.00%
Total 67800 OCCOQUAN RIVER	\$-	\$2,500	\$(2,500)	0.00%
68000 FURNACE BRANCH PARK			0	
68010 Repair and Maintenance	0	250	(250)	0.00%
Total 68000 FURNACE BRANCH PARK	\$-	\$250	\$(250)	0.00%
68400* STREETS AND SIDEWALKS		0	0	
68410 Street Painting	0	1,500	(1,500)	0.00%
68420 Brick Sidewalk Repair	0	1,000	(1,000)	0.00%
Total 68400* STREETS AND SIDEWALKS	\$-	\$2,500	\$(2,500)	0.00%
68800 HISTORIC DISTRICT			0	
68810 Gas Light - Repair & Maint	0	1,000	(1,000)	0.00%
68820 Gas Light Utilities (Gas)	1,035	7,200	(6,165)	14.38%
68830 Signage - Repair & Maint	62	2,500	(2,438)	2.47%
68850 Street Tree - Repair & Maint.	0	2,000	(2,000)	0.00%
68860 Public Trash Containers	0	1,600	(1,600)	0.00%
Total 68800 HISTORIC DISTRICT	\$1,097	\$14,300	\$(13,203)	7.67%
Total 64700 FACILITIES EXPENSE	\$6,394	\$64,632	\$(58,238)	9.89%
68900 PUBLIC ART PROGRAM			0	
68910 Mural Installation		2,500	(2,500)	0.00%
Total 68900 PUBLIC ART PROGRAM	\$-	\$2,500	\$(2,500)	0.00%
Total Expenses	\$248,614	\$1,498,178	\$(1,249,564)	16.59%
Net Operating Income	\$(62,095)	\$(3)	\$(62,092)	
Net Income	\$(62,095)	\$(3)	\$(62,092)	

CIP FUND				
	Actual	Annual Budget	over Budget	% of Budget
Income				
42000 GRANTS	0	35,500	(35,500)	0.00%
42050 DOJ BVP	0	1,750	(1,750)	0.00%
42103 Virginia Dept of Fire Programs	0	0	0	
42130 DEQ	0	0	0	
42020 HB 599	0	19,000	(19,000)	0.00%
42070 EPA Community	0	904,025	(904,025)	0.00%
Total 42000 GRANTS	\$-	\$960,275	\$(960,275)	0.00%

Total Income	\$-	\$960,275	\$(960,275)	0.00%
Gross Profit	\$-	\$960,275	\$(960,275)	0.00%
Expenses				
Total Expenses			\$-	
Net Operating Income	\$-	\$960,275	\$(960,275)	0.00%
Other Expenses				
70000 CIP EXPENSE			0	
70001 Streetscape	16,000	8,800	7,200	181.82%
70005 Building Improvements	4,954	33,725	(28,771)	14.69%
70006 Stormwater Management	8,903	1,130,031	(1,121,128)	0.79%
70014 Timed Parking Equipment		4,000	(4,000)	0.00%
70018 Snow Removal Equipment	0		0	
70020 Street/Curb Striping Prog	0	5,000	(5,000)	0.00%
72005 Mamie Davis Park Renovations	3,600		3,600	
72006 Riverwalk Improvements	0	0	0	
74001 Vehicles & Equipment	4,491	110,000	(105,509)	4.08%
74003 Body Armor	504		504	
76001 Computer Upgrades	0	3,000	(3,000)	0.00%
76006 Records Management Syst	0		0	
Total 70000 CIP EXPENSE	\$38,451	\$1,294,556	\$(1,256,105)	2.97%
Total Other Expenses	\$38,451	\$1,294,556	\$(1,256,105)	2.97%
Net Other Income	\$(38,451)	\$(1,294,556)	\$1,256,105	2.97%
Net Income	\$(38,451)	\$(334,281)	\$295,830	11.50%

E SUMMONS FUND

	Actual	Annual Budget	over Budget	% of Budget
Income				
41000 FEES/LICENSES			0	
41040 FINES (PUBLIC SAFETY)			0	
41170 E-Summons	1,389	14,500	(13,111)	9.58%
Total 41040 FINES (PUBLIC SAFETY)	\$1,389	\$14,500	\$(13,111)	9.58%
Total 41000 FEES/LICENSES	\$1,389	\$14,500	\$(13,111)	9.58%
Total Income	\$1,389	\$14,500	\$(13,111)	9.58%
Gross Profit	\$1,389	\$14,500	\$(13,111)	9.58%
Expenses				
60800 INFORMATION TECH SERV				
60850 Internet Service	0	2,200	(2,200)	0.00%
60860 Hardware/Software & Maintenance	0	8,500	(8,500)	0.00%
Total 60800 INFORMATION TECH SERV	\$-	\$10,700	\$(10,700)	0.00%

61200 MATERIALS AND SUPPLIES			0	
61220 Operational supplies	132	1,200	(1,068)	11.00%
Total 61200 MATERIALS AND SUPPLIES	\$132	\$1,200	\$(1,068)	11.00%
Total Expenses	\$132	\$11,900	\$(11,768)	1.11%
Net Operating Income	\$1,257	\$2,600	\$(1,343)	48.33%
Net Income	\$1,257	\$2,600	\$(1,343)	48.33%

EVENTS FUND

	Actual	Annual Budget	over Budget	% of Budget
Income				
41000 FEES/LICENSES			0	
41160 Convenience Fees	800	5,627	(4,828)	14.21%
Total 41000 FEES/LICENSES	\$800	\$5,627	\$(4,828)	14.21%
42000 GRANTS		9,000	(9,000)	0.00%
44000 OTHER		0	0	
44020 Events Fund Interest	0	25	(25)	0.00%
44040 Bricks Revenue	0	0	0	
44060 Other	0	0	0	
Total 44000 OTHER	\$-	\$25	\$(25)	0.00%
47000 EVENTS REVENUE			0	
47010 Sponsorships	9,030	26,800	(17,770)	33.69%
47020 Booth Rentals	91,225	187,575	(96,350)	48.63%
47021 Ticket Sales		0	0	
47023 Community Events	0	11,800	(11,800)	0.00%
Total 47021 Ticket Sales	\$-	\$11,800	\$(11,800)	0.00%
47030 Shuttle Fees	0	71,500	(71,500)	0.00%
47040 Parking Space Sales	3,975	9,875	(5,900)	40.25%
47060 Merchandise		200	(200)	0.00%
47105 Revenue Share Agreements		0	0	
Total 47000 EVENTS REVENUE	\$104,230	\$307,750	\$(203,520)	33.87%
Total Income	\$105,030	\$322,402	\$(217,373)	32.58%
Gross Profit	\$105,030	\$322,402	\$(217,373)	32.58%
Expenses				
60000 PERSONNEL SERVICES			0	
60010 Salaries and Wages	7,400	50,025	(42,625)	14.79%
60020 Overtime	0	4,000	(4,000)	0.00%
60030 On-call Labor	812	18,220	(17,408)	4.46%
60050 Payroll Taxes	1,194	5,527	(4,333)	21.60%
60060 Life Insurance	117	1,650	(1,533)	7.11%
60095 VRS Employer Contrib		3,141	(3,141)	0.00%

Total 60000 PERSONNEL SERVICES	\$9,523	\$82,563	\$(73,040)	11.53%
60400 PROFESSIONAL SERVICES			0	
60460 Payroll Processing				
60465 Financial System Maintenance				
60470 Bank Charges	0	5,796	(5,796)	0.00%
Total 60400 PROFESSIONAL SERVICES	\$-	\$5,796	\$(5,796)	0.00%
60800 INFORMATION TECH SERV			0	
60840 Phone Service	0	600	(600)	0.00%
Total 60800 INFORMATION TECH SERV	\$-	\$600	\$(600)	0.00%
61200 MATERIALS AND SUPPLIES			0	
61210 Office Supplies	31	0	31	
61220 Operational supplies	300	14,175	(13,875)	2.11%
Total 61200 MATERIALS AND SUPPLIES	\$331	\$14,175	\$(13,844)	2.33%
62000 CONTRACTS			0	
62020 Equipment Rental	16,150	74,407	(58,257)	21.70%
62050 Entertainment		5,000	(5,000)	0.00%
Total 62000 CONTRACTS	\$16,150	\$79,407	\$(63,257)	20.34%
63200 ADVERTISING			0	
63220 Advertising - Marketing	1,836	10,000	(8,164)	18.36%
63230 Community/Business Supp	6,250	24,000	(17,750)	26.04%
Total 63200 ADVERTISING	\$8,086	\$34,000	\$(25,914)	23.78%
64700 FACILITIES EXPENSE			0	
66800 RIVER MILL PARK & FACIL			0	
66810 Brick Paver Program	0	0	0	
Total 66800 RIVER MILL PARK & FACIL	\$-	\$-	\$-	
Total 64700 FACILITIES EXPENSE	\$-	\$-	\$-	
69200 SPECIAL EVENTS			0	
69210 HolidayFest	0	13,315	(13,315)	0.00%
69220 Volunteer TY / Town Party	0	1,750	(1,750)	0.00%
69225 Sponsorship Breakfast	0	0	0	
69250 River Mill Park Events	658	10,720	(10,062)	6.14%
69290 Other Special Events	300	3,555	(3,255)	8.44%
Total 69200 SPECIAL EVENTS	\$958	\$29,340	\$(28,382)	3.26%
Total Expenses	\$35,048	\$245,881	\$(210,833)	14.25%
Net Operating Income	\$69,981	\$76,521	\$(6,540)	91.45%
Net Income	\$69,981	\$76,521	\$(6,540)	91.45%

MAMIE DAVIS PARK				
	Actual	Annual Budget	over Budget	% of Budget

	Actual	Annual Budget	over Budget	% of Budget
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Income

44000 OTHER			0	
44030 Mamie Davis Park Interest	447	840	(393)	53.17%
Total 44000 OTHER	\$447	\$840	\$(393)	53.17%
Total Income	\$447	\$840	\$(393)	53.17%
Gross Profit	\$447	\$840	\$(393)	53.17%
Expenses				
70000 CIP EXPENSE	0	3,200	\$(3,200)	0.00%
Total Expenses	0	3,200	(3,200)	0
Net Operating Income	\$447	\$(2,360)	\$2,807	-18.92%
Net Income	\$447	\$(2,360)	\$2,807	-18.92%
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TOTAL NET INCOME (LOSS) ALL FUNDS	(28,861)	(257,523)	228,661	11.21%

Town of Occoquan
Balance Sheet Comparison
As of August 31, 2025

	Total		
	As of Aug 31, 2025	As of Aug 31, 2024 (PP)	Change
ASSETS			
Current Assets			
Bank Accounts			
10001 Petty Cash - Operating	100	100	0
10010 Petty Cash - Events	75	75	0
10022 Checking Account 0058	92,425	223,319	(130,894)
10024 Money Market 4220	202,553	201,242	1,311
10029 Checking Account 3126 (deleted)	0	466	(466)
10034 VIP - Investment Pool	0	0	0
25-0001 VIP 1-3 Year Bond Fund 0001	0	0	0
25-0002 VIP 1-3 Year Bond Fund 0002	0	0	0
25-5001 VIP NAV Liquidity Pool 5001	944,582	608,602	335,980
Total 10034 VIP - Investment Pool	\$944,582	\$608,602	\$335,980
10082 Mamie Davis Savings 4201	4,940	3,150	1,790
10083 Mamie Davis CD	100,000	100,000	0
Total Bank Accounts	\$1,344,674	\$1,136,953	\$207,721
Accounts Receivable			
10180 Accounts Receivable	91,552	263,706	(172,154)
Total Accounts Receivable	\$91,552	\$263,706	\$(172,154)
Other Current Assets			
10190 Real Estate Receivable	0	0	0
11000 Prepaid Expenses	1,760	0	1,760
14990 Undeposited Funds	9,433	2,906	6,527
Total Other Current Assets	\$11,194	\$2,906	\$8,288
Total Current Assets	\$1,447,420	\$1,403,565	\$43,855
TOTAL ASSETS	\$1,447,420	\$1,403,565	\$43,855
LIABILITIES AND EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
20000 Accounts Payable	71,378	140,357	(68,978)
Total Accounts Payable	\$71,378	\$140,357	\$(68,978)
Credit Cards			

22000 Credit Cards			0
22010 ExxonMobil	77	1,828	(1,751)
22020 Home Depot	856	299	557
22030 Lowe's Proservices	912	907	5
22040 United Bank Credit Cards	5,601	3,240	2,361
22050 Shell Credit Card	1,516		1,516
Total 22000 Credit Cards	\$8,962	\$6,274	\$2,688
Total Credit Cards	\$8,962	\$6,274	\$2,688
Other Current Liabilities			
20935 Performance Bond	1,188	1,188	0
20940 Unearned Craft Show Rev	0	0	0
20960 Unearned Other Revenue			0
20970 Unearned Rental	700	750	(50)
20973 Unearned SLFRF Revenue	0	0	0
Total 20960 Unearned Other Revenue	\$700	\$750	\$(50)
20980 Unearned R.E. Tax	1,786	645	1,141
21100 Unearned Fire Dept Grant	10,046	7,209	2,837
21200 Payroll Liabilities	0	0	0
21230 VRS Employee Contributions	3,328	0	3,328
Total 21200 Payroll Liabilities	\$3,328	\$0	\$3,328
Total Other Current Liabilities	\$17,048	\$9,791	\$7,257
Total Current Liabilities	\$97,388	\$156,421	\$(59,034)
Total Liabilities	\$97,388	\$156,421	\$(59,034)
Equity			
30000 Nonspendable			0
30005 PrePaid Items	0	0	0
Total 30000 Nonspendable	\$-	\$-	\$-
31000 Restricted			0
31100 Mamie Davis (Endowment)	100,000	100,000	0
31200 E Summons Fund	57,268	48,985	8,283
Total 31000 Restricted	\$157,268	\$148,985	\$8,283
31400 Assigned			0
30030 Events Fund	(2,187)	0	(2,187)
30040 CIP Fund	347,267	436,006	(88,739)
31050 Public Safety Grant Fund	35,167	24,235	10,932
31060 Mamie Davis Park Fund	8,879	7,090	1,788
31070 Public Education Grant Fund	2,245	2,111	134
Total 31400 Assigned	\$391,371	\$469,442	\$(78,072)
31500 Unassigned			0
30010 Emergency Operating Fund	200,000	200,000	0

30020 Unrestricted	630,441	470,149	160,292
Total 31500 Unassigned	\$830,441	\$670,149	\$160,292
32000 Retained Earnings	(187)	372	(558)
Net Income	(28,861)	(41,805)	12,943
Total Equity	\$1,350,032	\$1,247,144	\$102,888
TOTAL LIABILITIES AND EQUITY	\$1,447,420	\$1,403,565	\$43,855

Tuesday, Sep 23, 2025 03:39:54 PM GMT-7 - Accrual Basis

TOWN OF OCCOQUAN
FINANCIAL STATEMENTS
AS OF AUGUST 2025

	Unaudited Income/ (Loss) FY25 YTD	As of 6/30/25 Unaudited	7/1/25 Transfers (unaudited)	As of 7/1/25 (unaudited)	Unaudited Income / (Loss) FY26 YTD	As of 08/31/2025 (Unaudited)
Nonspendable:						
Mamie Davis Fund	\$-	\$100,000		\$100,000	\$-	\$100,000
Prepaid Items	\$1,760	\$1,760	\$(1,760)	\$-		\$-
Restricted:						
E-Summons Fund	\$8,283	\$57,268		\$57,268	\$1,257	\$58,525
Assigned:						
Events Fund	\$83,058	\$83,058	\$(83,058)	\$-	\$69,981	\$69,981
CIP Fund	\$(88,739)	\$347,267	\$-	\$347,267	\$(38,451)	\$308,816
State Aid 599 Program Fund	\$10,932	\$35,167	\$-	\$35,167	\$-	\$35,167
Mamie Davis Park Fund	\$1,788	\$8,879	\$-	\$8,879	\$447	\$9,325
PEG Fund	<u>\$134</u>	<u>\$2,245</u>	0	\$2,245	0	\$2,245
Subtotal Assigned:	\$7,173	\$476,616	\$(83,058)	\$393,558	\$31,977	\$425,535
Unassigned:						
Operating Reserves	\$-	\$200,000	0	\$200,000	0	\$200,000
Other Unassigned	<u>\$72,729</u>	<u>\$543,436</u>	\$83,058	\$628,254	\$(62,095)	\$564,399
Subtotal Unassigned:	\$72,729	\$743,436	\$83,058	\$828,254	\$(62,095)	\$764,399
Total Fund Balance:	\$89,945	\$1,379,080	\$(1,760)	\$1,379,080	\$(28,861)	\$1,348,459

DEVELOPMENT SERVICES - BUILDING DEVELOPMENT
Town of Occoquan - Permit Report
September 2025

Permit Number	Main Address	Description	Permit Type	Permit Status	Permit Workclass	Issue Date	Finalize Date
BLD2022-02702	312 COMMERCE ST	JXP 150 lf floor joist ,390 lf floor joist replacement , 48 lf sil plate, 375 sf sub floor replacement , 3 intellijacks	Building	Finaled	R - Alteration/Repair	02/02/2022	09/15/2025
PLB2023-00018	312 COMMERCE ST	This is to install a sump pump in connection with a foundation drainage system installation by JES	Plumbing	Finaled	R - Alteration/Repair	01/06/2023	09/15/2025
PLB2023-00018	312 COMMERCE ST	This is to install a sump pump in connection with a foundation drainage system installation by JES	Plumbing	Finaled	R - Alteration/Repair	01/06/2023	09/15/2025
BLD2025-03492	402 MCKENZIE DR	NEW TWO-STORY 7' x 32' REAR ADDITION -- AND -- INTERIOR RENO. INCREASE FLOOR-TO-CEILING HEIGHT OF MAIN AND UPPER LEVEL --AND -- REPLACE EXISTING ROOF.	Building	Issued	R - Addition	02/28/2025	
PLB2026-00375	402 MCKENZIE DR	Tapping into main sewer and new plumbing for new addition	Plumbing	Issued	R - Addition	08/11/2025	
BLD2025-05697	313 MILL ST	Demo, non structural	Building	Issued	Demolition	06/05/2025	
BLD2026-00087	313 MILL ST	CHANGE OF USE OF THE SPACE change of use from M use to B use take out - link to BLD2025-05697 - Demo	Building	Issued	C - Tenant Layout	07/11/2025	
ELE2026-00169	313 MILL ST	//GBC CHANGE OF USE OF THE SPACE change of use from M use to B use take out - link to BLD2025-05697 - Demo	Electrical	Issued	C - Tenant Layout	07/17/2025	
PLB2025-02750	313 MILL ST	(CIK)ALTERATION AND REPAIR link to BLD2025-05697 - Demo	Plumbing	Issued	C - Tenant Layout	07/17/2025	

BLD2021-06635	450 MILL ST	TLO FOR THE COTTAGE	Building	Issued	C - Tenant Layout	05/03/2022	
ELE2022-00482	450 MILL ST	TLO FOR POPPS (**PLAN REVISED TO INCLUDE (2) SERVICE DISC, (2) SUB PANELS, (1) 225A ECB FOR WATER HEATER 4-14-25 - HXF.**)	Electrical	Issued	C - Tenant Layout	12/22/2023	
MEC2021-02381	450 MILL ST	THE COTTAGE - TLO	Mechanical	Issued	C - Tenant Layout	08/29/2025	
PLB2022-00959	450 MILL ST	THE COTTAGE - TLO	Plumbing	Issued	C - Tenant Layout	11/08/2023	
BLD2026-00562	458 MILL ST	Replacement of destroyed kiosk outside Mill House Museum; on Town Sidewalk	Building	Pending	C - Sign		
BLD2026-00383	1400 OCCOQUAN HEIGHTS CT	Adding a deck to the home	Building	Pending	R - Addition		
BLD2024-03230	113 POPLAR LN	STRUCTURAL - INTERIOR A/R TO BASEMENT & 1FL: ADDING ROOMS & DOORS, ADJUSTING CEILING HEIGHT, REPLACE EXISTING BEAM WITH STEEL, REPLACING WINDOWS. WET BAR IN BASMENT.	Building	Finalized	R - Alteration/Repair	02/01/2024	08/14/2025
ELE2024-05167	113 POPLAR LN	Basement remodel master bath laundry bar	Electrical	Finalized	R - Alteration/Repair	04/15/2024	08/14/2025
GAS2026-00039	113 POPLAR LN	STRUCTURAL - INTERIOR A/R TO BASEMENT & 1FL: ADDING ROOMS & DOORS, ADJUSTING CEILING HEIGHT, REPLACE EXISTING BEAM WITH STEEL, REPLACING WINDOWS. WET BAR IN BASMENT.	Gas	Finalized	R - Alteration/Repair	07/08/2025	08/14/2025
MEC2024-01598	113 POPLAR LN	install of direct vent gas fireplace Framing, gas, electric done by others existing building permit BLD2024-03230	Mechanical	Finalized	R - Alteration/Repair	03/27/2024	08/14/2025

PLB2024-02021	113 POPLAR LN	Interior plumbing renovations	Plumbing	Finald	R - Alteration/Repair	04/11/2024	08/14/2025
BLD2025-03847	117 POPLAR LN	NON-STRUCTURAL A/R - DEMO NON-LOADBEARING BATHROOM WALL ON MAIN FLOOR, INSTALL PRE-MANUFACTURED SAUNA	Building	Issued	R - Alteration/Repair	02/21/2025	
ELE2025-04147	117 POPLAR LN	Install a Sauna thermostat / heater / light**see notes for scope of work*	Electrical	Issued	R - Alteration/Repair	02/24/2025	
PLB2025-01787	117 POPLAR LN	BATHROOM REMODEL	Plumbing	Issued	R - Alteration/Repair	02/24/2025	
ELE2026-00933	203 UNION ST	**BCE FEES TO ONLY BE CHARGED ON ELE - PER KRISTIN ALEXANDER**BCE2024-00873 - **TEMPLATE ONLY FOR TRACKING PURPOSES - ELECTRICAL AND PLUMBING** This application is being submitted to get on BLD number so the Master Electrician can get a permit to make some upgrades.	Electrical	Issued	C - Alteration/Repair	09/22/2025	
ELE2026-00933	203 UNION ST	**BCE FEES TO ONLY BE CHARGED ON ELE - PER KRISTIN ALEXANDER**BCE2024-00873 - **TEMPLATE ONLY FOR TRACKING PURPOSES - ELECTRICAL AND PLUMBING** This application is being submitted to get on BLD number so the Master Electrician can get a permit to make some upgrades.	Electrical	Issued	C - Alteration/Repair	09/22/2025	
PLB2026-00507	203 UNION ST	**BCE FEES TO ONLY BE CHARGED ON ELE - PER KRISTIN ALEXANDER**BCE2024-00873 - **TEMPLATE ONLY FOR TRACKING PURPOSES -	Plumbing	Issued	C - Alteration/Repair	09/12/2025	

		ELECTRICAL AND PLUMBING** This application is being submitted to get on BLD number so the Master Electrician can get a permit to make some upgrades.					
PLB2026-00507	203 UNION ST	**BCE FEES TO ONLY BE CHARGED ON ELE - PER KRISTIN ALEXANDER**BCE2024-00873 - **TEMPLATE ONLY FOR TRACKING PURPOSES - ELECTRICAL AND PLUMBING** This application is being submitted to get on BLD number so the Master Electrician can get a permit to make some upgrades.	Plumbing	Issued	C - Alteration/Repair	09/12/2025	
ELE2025-06069	103 WASHINGTON ST	200 amp service upgrade, New 200 amp disconnect New ground rods Water main bonding update, Whole house surge protector	Electrical	Issued	R - Alteration/Repair	06/18/2025	
GAS2025-01335	158 WASHINGTON ST	remove existing gas log set install direct vent gas insert	Gas	Finald	R - Alteration/Repair	03/30/2025	09/10/2025
MEC2025-01520	158 WASHINGTON ST	install direct vent gas insert into existing masonry fireplace	Mechanical	Finald	R - Alteration/Repair	03/30/2025	09/10/2025
ELE2025-03999	209 WASHINGTON ST	REPLACING 200AMP WITH 200 AMP PANEL WITH MORE SPACES	Electrical	Pending	C - Alteration/Repair		
MEC2025-01538	209 WASHINGTON ST	ADD ON PACKAGE FOR HEAT PUMP	Mechanical	Pending	C - Alteration/Repair		
END OF REPORT							

PCE Cases Initiated by Town

All Open Cases and Cases Closed On or After 09/15/2025

*Counts business days only.

Town of Occoquan

Site Address	Case Number / Case Status	Date Received	Date Closed	Business Days Open (Pending)	Assigned To	Case Description	Violation Description(s)	Date VIO Founded	Notice Issued	Summons Issued	Court Action
116 WASHINGTON ST 1	UNS2024-00063 Closed - Monitored	01/22/2024	02/04/2025	260	Lopez, Raleigh	PDR for fire damage	General (Unsafe)	01/23/2024	01/23/2024		
	UNS2024-00065 Closed - Monitored	01/22/2024	02/04/2025	260	Lopez, Raleigh	Fire Damage attributed to contents within structure. Exact cause TBD. This is an old building that looks like apartments but are actually condo's. The configuration is as follows, units 1 and 2 are two stories side by side. the back wall to unit 1 and 2 is the separation wall to the back four units. On the 1st floor are units 3 and 5 on the second level are units 4 and 6. The origin of fire was in unit 1, this unit was a complete burn out and destroyed wall to units in back and to unit two to the side. C is the owner of unit 2 directly to the side of unit one that is the complete burn out . There is no 1 hour separation and there was extreme damage to this wall between units 1and 2. In the roof system trusses will need repair and / or replacement. This unit has fire, water, and smoke damage, unit posted unsafe . Meter was pulled and water shut down, This unit will require building, electrical, repair details for rated separation wall and truss repair.	General (Unsafe)	01/23/2024	01/23/2024		
	UNS2024-00066 Closed - Monitored	01/22/2024	02/04/2025	260	Lopez, Raleigh	PDR for fire damage	General (Unsafe)	01/23/2024	01/23/2024		
116 WASHINGTON ST 3	UNS2024-00069 Closed - Monitored	01/23/2024	02/04/2025	259	Lopez, Raleigh	PDR for fire damage	General (Unsafe)	01/23/2024	01/23/2024		
	UNS2024-00070 Closed - Monitored	01/23/2024	02/04/2025	259	Lopez, Raleigh	PDR for fire damage	General (Unsafe)	01/23/2024	01/23/2024		

PCE Cases Initiated by Town

All Open Cases and Cases Closed On or After 09/15/2025

**Counts business days only.*

Town of Occoquan

<u>Site Address</u>	<u>Case Number / Case Status</u>	<u>Date Received</u>	<u>Date Closed</u>	<u>Business Days Open (Pending)</u>	<u>Assigned To</u>	<u>Case Description</u>	<u>Violation Description(s)</u>	<u>Date VIO Founded</u>	<u>Notice Issued</u>	<u>Summons Issued</u>	<u>Court Action</u>
116 WASHINGTON ST 6	UNS2024-00071 Closed - Monitored	01/23/2024	02/04/2025	259	Lopez, Raleigh	PDR for fire damage	General (Unsafe)	01/23/2024	01/23/2024		

Total Number of Cases for Town of Occoquan: 6

Total Number of Addresses Affected: 2

Total Number of Violations Issued: 6

Total Number of Cases Closed : 6

Total Number Cases Closed with No Violation: 6

Total Number of Cases Still Open: 0

Total Number of Open Cases with Violations: 0

Average Number of Business Days Cases are Open This Town: 259.50

Average Number of Business Days Cases are Open (Grouped by Address and Date Received) This Town: 259.50

Total Number of Cases with Pending Activities for this Town: 0

Total Business Days of Pending Activities for this Town: 0

PCE Cases Initiated by Town

All Open Cases and Cases Closed On or After 09/15/2025

**Counts business days only.*

Total Number of Cases for All Towns Selected: 6

Summary by Case Status:

Closed - Monitored	<u>6</u>
	6

END OF REPORT

Town Attorney Report

To: Mayor and Council, Town of Occoquan
Thru: Adam Linn, Town Manager
From: Martin Crim, Town Attorney
Re: Report for October 7, 2025, Council Meeting
Date: September 29, 2025

NOT CONFIDENTIAL

This is a non-confidential report on the matters that my office has been working on for the Town since my previous written report to Council on August 25, 2025:

1. Researched the vape shop ordinance adopted by the City of Chesapeake for possible adaptation to the Town.
2. Advised staff as to ownership and maintenance of improvements in the Town right-of-way.
3. Edited and advised staff regarding the VESMP ordinance.
4. Attended BZA meetings on September 9 and 16.
5. Drafted amendments to the Town's sign code.
6. Advised staff as to contract for license plate reader.
7. Began work on a draft lighting ordinance.
8. Followed up with staff regarding dock use regulations.
9. Consulted with staff regarding the Berrywood bond.
10. Advised staff as to the proper level of detail for council minutes.
11. Reviewed draft Comcast Franchise and advised staff.

October Town Attorney Report to council 4908-3829-2077 v.1



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
 Agenda Communication

9. Regular Business	Meeting Date: October 7, 2025
9A: Request to Approve and Authorize the Town Manager to Execute the Renewal Franchise Agreement with Comcast Cable Television	

Attachments: a. Draft Franchise Agreement

Submitted by: Adam C. Linn
 Town Manager

Explanation and Summary:

This is a request to approve and authorize the Town Manager to Execute a Franchise Agreement with Comcast Cable Communications Management, LLC. (Comcast Cable Television).

Background

In April 2015, the Town Council approved and entered into a cable television franchise agreement with Comcast of Virginia, LLC (Comcast) for a period of 10 years. Comcast Television notified the Town of its intent to apply for renewal of the cable television franchise agreement and has since provided the attached agreement which maintains the majority of the provisions contained in the 2015 franchise agreement. Notable changes are the entity name changed and Section 5 provides for a Public, Education, Government (PEG) channel if requested and removed the \$.10 per subscriber PEG channel capital support for the channel.

In accordance with Virginia Code § 15.2-2108.20 et seq. a cable franchise is a type of public right-of-way use, and localities may only issue them by ordinance.

Staff Recommendation: Recommend approval.

Town Attorney Recommendation: Recommend approval.

Proposed/Suggested Motion:

“I move to grant a cable television system franchise pursuant to Sections 15.2-2100 and 15.2-2108 of the code of Virginia, as amended, and approve the Franchise Agreement with Comcast Cable Television and authorize the Town Manager to execute said agreement.”

OR

Other action Council deems appropriate.

CABLE FRANCHISE AGREEMENT
BETWEEN
TOWN OF OCCOQUAN
AND
COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

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FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the Town of Occoquan, a political subdivision of the Commonwealth of Virginia (hereinafter, “Town” or “Franchise Authority”) and Comcast Cable Communications Management, LLC (hereinafter, “Franchisee”).

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

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Code of Virginia, Article 1.2, §15.2-2108.19, and the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§521 - 573 (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words used to refer to the masculine include the feminine, words in the plural number include the singular number, and likewise, words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined in the Code of Virginia, Article 1.2, §15.2-2108.19, the Cable Act, or herein shall be given their common and ordinary meaning.

1.1. “Access Channel” shall mean any video Channel, which Franchisee makes available to the Town or its designee for non-commercial public, education, or government (PEG) Access use for the transmission of PEG Access video programming as directed by the Town.

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

1.3. “Cable System” or “System” shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, and as further defined under Section 47 U.S.C. §522(7) of the Cable Act.

1.4. “Effective Date” shall mean _____ 2025.

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

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

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

1.8. “Franchise Area” shall mean the present legal boundaries of the Town of Occoquan, as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means during the term of the Franchise, as per the requirements set forth herein.

1.9. “Franchise Authority” shall mean the Town of Occoquan or the lawful successor, transferee, designee, or assignee thereof.

1.10. “Franchisee” shall mean Comcast Cable Communications Management, LLC.

1.11. “PEG” shall mean Public, education, and governmental.

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

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

1.14. “Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle, park, bridge, waterway, dock, bulkhead, wharf, pier, other public ground or water subject to the jurisdiction and control of the Franchise Authority, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchise Authority in the Franchise Area, which shall entitle the Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchise Authority within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchisee to the use

thereof for the purposes of installing, operating, and maintaining the Franchisee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and appurtenant to the Cable System.

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

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

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

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

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

SECTION 2 - Grant of Authority

2.1. Franchise Grant. The Franchise Authority hereby grants to the Franchisee under the Code of Virginia and the Cable Act a non-exclusive Franchise authorizing the Franchisee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to use, erect, install, construct, repair, alter, inspect, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, underground conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and, including but not limited to, above ground enclosures, markers, and concrete pads, and other related property, equipment, or fixtures as may be necessary, useful, or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

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

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

SECTION 3 - Construction and Maintenance of the Cable System

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

3.2. Conditions of Street Occupancy.

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

3.2.2. Relocation at Request of Third Party. The Franchisee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchise Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Franchisee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Franchisee is given not less than thirty (30) business days advance written notice to arrange for such temporary relocation.

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

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

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

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

3.2.7. Undergrounding and Beautification Projects. If all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Franchisee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Franchisee's relocation costs shall be included in any computation of necessary project funding by the Franchise Authority or private parties. Franchisee shall be given reasonable notice and access to the public utilities' facilities at the time that such facilities are placed underground and shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way. If

public and/or private funds are not available or do not cover the entire direct and actual cost of the relocation, Franchisee reserves the right to pass its costs, or in the case of partial reimbursement from public and/or private funds its incremental cost, through to its Subscribers in accordance with applicable law.

SECTION 4 - Service Obligations

4.1. General Service Obligation. The Franchisee shall make Cable Service available to every occupied residential dwelling unit within the Franchise Area unserved by another wireline video service provider where the minimum density is at least thirty (30) occupied residential dwelling units per mile with aerial cable or sixty (60) occupied residential dwelling units per mile with underground cable and is within one (1) mile as measured in strand footage from the nearest point on the Cable System trunk or feeder line from which a usable cable signal can be obtained. For purposes of this section, a home shall only be counted as a "dwelling unit" if such home is currently not serviceable and within two hundred seventy-five (275) feet drop distance of the public right of way. Subject to the density requirement, Franchisee shall offer Cable Service to all new homes or previously unserved homes located within one hundred and twenty-five (125) feet drop distance of the Franchisee's distribution cable at the standard installation rate. Should, through new construction, an area within the Franchise Area meet the density requirements, Franchisee shall provide Cable Service to such area within one (1) year after it confirms that the density requirements have been met following notice from the Franchise Authority that one (1) or more residents has requested Service. The construction of the Cable System pursuant to this Agreement depends upon the Franchisee's ability to obtain all necessary easements and access to poles in a timely manner and on acceptable and reasonable terms. In the event Franchisee is unable to obtain such rights in a timely manner or on acceptable and reasonable terms, Franchisee may decline to construct part of the Cable System and shall notify the Franchise Authority of the resulting change in the service area.

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

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

4.3. No Discrimination. Neither the Franchisee nor any of its employees, agents, representatives, contractors, subcontractors, or consultants, nor any other Person, shall discriminate or permit discrimination between or among any Persons in the availability of Cable Services provided in connection with the Cable System in the Franchise Area; provided, however, Franchisee reserves the right to deny service for good cause, including but not limited to non-payment or theft of service, vandalism of equipment, or documented or founded harassment or abuse of Franchisee's employees or

agents. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial or other obligations to the Franchisee are satisfied. Nothing contained herein shall prohibit the Franchisee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its customary business practice.

4.4. New Developments. The Franchise Authority shall provide the Franchisee with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchise Authority agrees to require the developer, as a condition of issuing the permit, to give the Franchisee access to open trenches for deployment of cable facilities and at least fifteen (15) business days written notice of the date of availability of open trenches.

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

SECTION 5 – PEG Channel

5.1. PEG Channels. In order to ensure universal availability of PEG programming, upon written request, within three (3) years of the Effective Date, Franchisee shall make available to the Town or its designee one (1) dedicated PEG Access Channel. A PEG Access Channel may not be used to cablecast for-profit, political or commercial fundraising programs in any fashion. Unused time on the channel position may be utilized by Grantee subject to the provisions for "fallow time" below.

5.1.1 Use of channel capacity for PEG Access shall be provided in accordance with federal law, 47 U.S.C. 531. Franchisee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG Access User – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Franchisee shall not exercise editorial control over any public, educational, or governmental use of channel capacity, except Franchisee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act. The Franchise Authority shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use.

5.1.2. Franchisee may implement carriage of the PEG Channel in any manner (including selection of compression, utilization of IP, and other processing characteristics), provided that the technical quality and reliability requirements of this Franchise Agreement are met.

5.2. Return Lines. In order that PEG Access Programming can be cablecast over Franchisee's downstream PEG Access Channel, all PEG Access Programming shall be

modulated, then transmitted from an origination location specific by the Town to the Franchisee-owned headend or hub-site on a Franchisee-owned upstream channel made available to the Franchise Authority for its use. The costs related to construction of return lines or origination locations, and/or related to the activation of any PEG channels, shall be the responsibility of the Franchise Authority. Said payment shall be made in advance to the Franchisee subject to the Franchisee providing the Franchise Authority with a detailed estimate of said construction cost.

5.3. Grantee Use of Fallow Time. Because blank or under-utilized PEG channels are not in the public interest, in the event the Franchising Authority or other PEG access user elects not to fully program its channel, a Grantee may program unused time on those channels subject to reclamation by the Franchising Authority upon no less than sixty (60) days' notice.

5.4. Indemnification. The Franchising Authority shall indemnify Grantee for any liability, loss, or damage it may suffer due to violation of the intellectual property rights of third parties or arising out of the content of programming shown on any PEG channel and from claims arising out of the Franchising Authority's rules for administration of access.

SECTION 6 - Fees and Charges to Customers

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

SECTION 7 - Customer Service Standards; Customer Bills; and Privacy Protection

7.1. Customer Service Standards. The Franchise Authority hereby adopts the customer service standards set forth in Part 76, 47 C.F.R. §76.309 of the FCC's rules and regulations, as amended. The Franchisee shall comply in all respects with the customer service requirements established by the FCC.

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

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

SECTION 8 - Oversight and Regulation by Franchise Authority

8.1. Communications Tax. Franchisee shall comply with the provisions of Section 58.1-645 *et seq.* of the Code of Virginia, pertaining to the Virginia Communications Sales and Use Tax, as amended. Franchisee may designate the Virginia Communications Sales and Use tax as a separate item in any bill to a Subscriber as permitted under applicable law.

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

8.3. Technical Standards. The Franchisee shall comply with all applicable technical standards of the FCC. To the extent those standards are altered, modified, or amended during the term of this Franchise, the Franchisee shall comply with such altered, modified or amended standards within a commercially reasonable period after such standards become effective.

8.4. Maintenance of Books, Records, and Files.

8.4.1. Books and Records. Upon reasonable prior written notice to the Franchisee, the Franchise Authority may review the Franchisee's books and records as are reasonably necessary to monitor Franchisee's compliance with the provisions of this Franchise Agreement, at the Franchisee's business office, during Normal Business Hours, and without unreasonably interfering with Franchisee's business operations. All such documents that may be the subject of an inspection by the Franchise Authority shall be retained by the Franchisee for a minimum period of twenty-four (24) months.

8.4.2. File for Public Inspection. Throughout the term of this Franchise Agreement, the Franchisee shall maintain for public inspection those documents required pursuant to the FCC's Public Inspection File rules and regulations.

8.4.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Section, the Franchisee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchise Authority agrees to treat any information disclosed by the Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the Franchise Authority that have a need to know in order to enforce this Franchise Agreement and who agree, through the execution of a non-disclosure agreement, to maintain the confidentiality of all such information. The Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are

not limited to, information relating to the Cable System design, Subscriber lists, marketing plans, financial information unrelated to the calculation of rates pursuant to FCC rules, or other information that is reasonably determined by the Franchisee to be competitively sensitive. Franchisee may make proprietary or confidential information available for inspection, but not copying or removal of information by the Franchise Authority's representative. If the Franchise Authority has in its possession and receives a request under a state "sunshine," public records, or similar law for the disclosure of information the Franchisee has designated as confidential, trade secret or proprietary, the Franchise Authority shall notify Franchisee of such request and cooperate with Franchisee in opposing such request.

SECTION 9 - Transfer of Cable System or Franchise

9.1. Neither the Franchisee nor any other Person may transfer the Cable System or the Franchise without prior written notice to the Franchise Authority. No prior notice shall be required, however, for: (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Franchisee in the Franchise or in the Cable System in order to secure indebtedness, (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation or an affiliate, or (iii) the sale, conveyance, transfer, exchange or release of fifty percent (50%) or less of its equitable ownership.

SECTION 10 - Insurance and Indemnity

10.1. **Insurance.** Throughout the term of this Franchise Agreement, the Franchisee shall, at its own cost and expense, maintain Commercial General Liability Insurance and, upon written request, provide the Franchise Authority certificates of insurance designating the Franchise Authority and its officers, boards, commissions, councils, elected officials, and employees as additional insureds and demonstrating that the Franchisee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury or property damage. The Franchisee shall provide workers' compensation coverage in accordance with applicable law.

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

separate counsel, the costs for such separate counsel shall be the responsibility of the Franchise Authority.

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

SECTION 11 - System Description and Service

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

SECTION 12 - Enforcement and Revocation Proceedings

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

12.1.1. Franchisee's Right to Cure or Respond. The Franchisee shall have forty-five (45) days from the receipt of the Franchise Authority's written notice: (i) to respond to the Franchise Authority, contesting the assertion of non-compliance or default; or (ii) to cure such default; or (iii) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate commercially reasonable steps to diligently remedy such default and notify the Franchise Authority of the steps being taken and the projected date that the cure will be completed.

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

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

default of a material provision of the Franchise, initiate revocation proceedings in accordance with the following:

(a) The Franchise Authority shall give written notice to the Franchisee of its intent to revoke the Franchise on the basis of a pattern of non-compliance by the Franchisee, including two or more instances of substantial non-compliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the non-compliance. The Franchisee shall have ninety (90) business days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Franchise Authority has not received a response from the Franchisee or upon receipt of the response does not agree that the allegations of non-compliance have been or will be resolved, it may then seek revocation of the Franchise at a public hearing. The Franchise Authority shall cause to be served upon the Franchisee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request revocation of the Franchise.

(b) At the designated public hearing, the Franchise Authority shall give the Franchisee an opportunity to state its position on the matter, present evidence and question witnesses, in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Virginia, after which it shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record and a written transcript shall be made available to the Franchisee within ten (10) business days. The decision of the Franchise Authority shall be in writing and shall be delivered to the Franchisee by certified mail. The Franchisee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchise Authority “de novo” and to modify or reverse such decision as justice may require.

12.2. Technical Violation. The Franchise Authority agrees that it is not its intention to subject the Franchisee to penalties, fines, forfeitures or revocation of the Franchise for so-called “technical” breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

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

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

12.3. No Removal of System. Franchisee shall not be required to remove its Cable System or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Franchisee from

providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act, or any portion thereof [47 U.S.C. §541(b)].

SECTION 13 - Competitive Equity

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

13.2. Video Service Providers.

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

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

13.3. Subsequent Change in Law. If there is a change in federal, state or local law that provides for a new or alternative form of authorization for a VSP to provide video

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

13.4. Effect on This Agreement. Any agreement, authorization, right or determination to provide video services to subscribers in the Franchise Area under Sections 13.2 or 13.3 shall supersede this Agreement, and the Franchisee, at its option, may terminate this Agreement or portions thereof, upon written notice to the Franchise Authority, without penalty or damages.

SECTION 14 - Miscellaneous Provisions

14.1. Force Majeure. The Franchisee shall not be held in default under, or in non-compliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such non-compliance or alleged defaults occurred or were caused by lightning strike, earthquake, flood, tidal wave, unusually severe rain, ice or snow storm, hurricane, tornado, pandemic, epidemic, public health emergency, or other catastrophic act of nature; riot, war, labor disputes, environmental restrictions, failure of utility service or the failure of equipment or facilities not belonging to Franchisee, denial of access to facilities or rights-of-way essential to serving the Franchise Area necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Franchisee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Franchisee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

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

To the Franchise Authority:

Town of Occoquan
314 Mill Street
P.O. Box 195
Occoquan, VA 22125
Attention: Town Manager

To the Franchisee:

Comcast Cable
8031 Corporate Drive
Nottingham, MD 21236
Attention: Government Affairs Department

And to:

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

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

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

14.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Virginia, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Virginia, as applicable to contracts entered into and performed entirely within the State, and subject to any applicable provisions of substantive law under the Cable Act, as amended.

14.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly

executed by the Franchise Authority and the Franchisee, which amendment shall be authorized on behalf of the Franchise Authority through the adoption of an appropriate resolution or order by the Franchise Authority, as required by applicable law.

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

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

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

14.10. Incorporation by Reference

14.10.1. All presently and hereafter applicable conditions and requirements of federal and State laws, including but not limited to the rules and regulations of the FCC and the State of Virginia, as they may be amended from time to time, are incorporated herein by reference to the extent not enumerated herein.

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

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

14.12. Annexation. Upon ninety (90) days written notice, any additions of territory to the Franchise Authority, by annexation or other legal means, contiguous to the Franchise Area, shall thereafter be subject to all the terms of this Agreement as though it were an extension made hereunder related to the Cable System located or operated within said territory.

14.13. Authority to Execute. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

REMAINDER OF PAGE LEFT BLANK UNTIL SIGNATURE PAGE.

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

Town of Occoquan:

By: _____

Print Name: _____

Title: _____

Date: _____

Comcast Cable Communications Management, LLC:

By: _____

Print Name: Raymon Roundtree

Title: Regional Senior Vice President

Date: _____



TOWN OF OCCOQUAN

TOWN COUNCIL MEETING

Agenda Communication

9. Regular Business	Meeting Date: October 7, 2025
9B: Request to Adopt Resolution to Initiate a Zoning Text Amendment to Require Special Use Permits for Shops selling Tobacco, Nicotine, Vapes, Cannabis, and/or Related Items	

Attachment: Resolution R-2025-14

Submitted by: Adam C. Linn
Town Manager

Explanation and Summary:

This is a request to adopt a resolution initiating a Zoning Text Amendment to require Special Use Permits for shops selling tobacco, nicotine, vapes, cannabis, and/or related items.

Background

Over the past two years, the Town Council has discussed concerns regarding the potential impacts of businesses selling tobacco, nicotine, vapes, and cannabis products on public health, safety, and welfare. The possible proliferation of such shops, particularly in inappropriate locations, was identified as a threat to the community. In response, the Town Council enacted Ordinance O-2025-07, establishing a tax on the sale, use, or distribution of cigarettes within the Town as well as discussed options to address the possible proliferation of such shops.

At the September 16, 2025, Town Council meeting, the Council discussed Special Use Permits (SUPs) as a zoning tool authorized under §15.2-2286 of the Code of Virginia. SUPs are used to provide a process for reviewing proposed uses in terms of context, public safety, and compatibility. They allow the Town to evaluate potential impacts on nearby residents and businesses, consider consistency with the Town’s historic fabric, and apply reasonable conditions to ensure mutual benefit while protecting public health, safety, and welfare. Establishing an SUP requires a Zoning Text Amendment (ZTA), which may be initiated by Town Council through a resolution and must be referred to the Planning Commission for its recommendation.

Staff Recommendation: Adopt the Resolution as proposed.

Town Attorney Recommendation: Adopt the Resolution as proposed

Proposed/Suggested Motion:

“I move to approve the resolution initiating a zoning text amendment to require a special use permit for businesses or shops that sell vapes, cannabis, tobacco and/or related items, as presented.”

OR

Other action Council deems appropriate.

RESOLUTION

INITIATION OF ZONING TEXT AMENDMENTS TO REQUIRE SPECIAL USE PERMITS FOR SHOPS SELLING TOBACCO, NICOTINE, VAPES, CANNABIS AND/OR RELATED ITEMS

WHEREAS, the potential proliferation of tobacco, nicotine, vape, cannabis, and similar specialty shops, as well as establishments allowing on-site consumption of such products, and their placement in sensitive or incompatible locations, may create negative impacts to the public health, safety, welfare and the historic character of the town; and

WHEREAS, the Occoquan Town Council finds that public necessity, convenience, general welfare, and good zoning practice require amending the Town Zoning Code to require a special use permit for such uses, in order to ensure compatibility with the town’s mixed-use environment and small-scale historic district; and

WHEREAS, the Town Council wishes to balance a variety of interests in so amending its zoning ordinance, including promoting commerce, facilitating the creation of a convenient, attractive and harmonious community, and protecting the Town’s historic areas; and

WHEREAS, by authority granted in §15.2-2286(A)(7) of the Code of Virginia, the Town Council may amend, supplement, or change the zoning regulations; and

WHEREAS, pursuant to Code of Virginia § 15.2-2286(A)(7)(i) and Town Code § 157.260 (B) (2), such amendment may be initiated by resolution of the Town Council, and

WHEREAS, pursuant to §15.2-2285(B), no zoning ordinance shall be amended or reenacted unless the governing body has referred it to its planning commission for its recommendations;

NOW, THEREFORE, BE IT RESOLVED that the Occoquan Town Council does hereby initiate a zoning text amendment to require a special use permit for shops that sell tobacco, nicotine, vape, cannabis, and similar specialty uses, including establishments that allow on-site consumption of such products; and

BE IT FURTHER RESOLVED that the Occoquan Town Council does hereby direct staff to prepare a draft ordinance to that effect; and

BE IT FURTHER RESOLVED that the Occoquan Town Council does hereby refer the proposed zoning text amendments to the Planning Commission for its recommendations; and

BE IT FINALLY RESOLVED that the clerk is directed to advertise a joint public hearing of the Town Council and Planning Commission on the proposed amendment in accordance with the requirements of § 15.2-2204 of the Code of Virginia, after consultation with the Mayor and Planning Commission chair as to an appropriate date for the joint public hearing.

ADOPTED: This _____ day of _____ 2025.

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

CERTIFIED COPY _____
Town Clerk