



**MONTHLY COUNCIL MEETING  
MONDAY, DECEMBER 18, 2023, 7:00 P.M.  
REMINGTON TOWN COUNCIL  
105 E MAIN ST  
REMINGTON, VA 22734**

**MEETING AGENDA**

- I. CALL TO ORDER OF TOWN COUNCIL, RECOGNITION OF TOWN COUNCIL, STAFF AND GUESTS**
- II. PLEDGE OF ALLEGIANCE**
- III. CITIZEN'S TIME**
- IV. CONSENT AGENDA**
  - Utility Billing Report
  - Bill Listing
  - Meeting Minutes
- V. NEWSLETTER BULLETS**
- VI. STAFF REPORTS**
  - A. Town Superintendent
  - B. Town Clerk/Treasurer
  - D. Town Administrator
  - E. Police Chief
- VII. COMMITTEE REPORTS**

<b>A. PERSONNEL/POLICE</b>	Chair: Tiffany	Member: Heflin
<b>C. FINANCE</b>	Chair: Heaney	Member: Butler-Lewis
- VIII. UNFINISHED BUSINESS**
  - RFP FOR DHCD GRANT
  - FEMA FLOOD PLAIN ORDINANCE
  - QUOTE FOR CODIFICATION
- IX. NEW BUSINESS**
  - DOMINION ENERGY FRANCHISE AGREEMENT
  - COALITION 2024
- X. CLOSED SESSION AS NEEDED**
- XI. ADJOURNMENT**

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# UTILITY BILLING REPORT

AS OF November 30, 2023

## Water Billing

Balance forward from previous month end.....	\$	40,016.03
Late fees assessed November 21st.....	\$	661.00
Water billing for November 2023.....	\$	27,099.12
Manual bills.....	\$	287.53
Final Bills.....	\$	198.00
<b>Total Due</b>	<b>\$</b>	<b>68,261.68</b>
Payments 11/1/23 through 11/30/23.....	\$	24,002.63
OverPayments (OPA) 11/1/23 through 11/30/2023.....	\$	3,963.62
Applied deposits 11/30/23.....	\$	288.75
Manual payments.....	\$	94.17
<b>Balance to collect as of 10/31/2023</b>	<b>\$</b>	<b>39,912.51</b>
Monthly Billing Balance Due.....	\$	27,554.06
Past due .....	\$	12,358.45
	<b>\$</b>	<b>39,912.51</b>

Respectfully Submitted:



Rachael Brinson, Clerk/Treasurer

12/1/2023



## Check Listing

Date From: 11/1/2023 Date To: 11/30/2023  
Vendor Range: 29 AUTO OUTLET - ZONIA E GUTIERREZ

12/14/2023 02:28 PM

Page: 1 of 2

Check Number	Bank	Vendor	Date	Amount
28852	11	DENISE SANDLIN	11/01/2023	<u>\$1,350.00</u>
28853	11	DOMINION ENERGY VIRGINIA	11/01/2023	<u>\$1,266.05</u>
28854	11	F/C FLEET MAINTENANCE	11/01/2023	<u>\$847.40</u>
28855	11	IPITOMY	11/01/2023	<u>\$186.76</u>
28856	11	JOINER MICRO LABORATORIES, INC	11/01/2023	<u>\$99.00</u>
28857	11	MINNESOTA LIFE	11/01/2023	<u>\$50.40</u>
28858	11	ODP SOLUTIONS	11/01/2023	<u>\$59.77</u>
28859	11	TANNER'S PEST SERVICES LLC	11/01/2023	<u>\$80.00</u>
28860	11	UNIVAR	11/01/2023	<u>\$1,704.21</u>
28861	11	VERIZON WIRELESS	11/01/2023	<u>\$80.02</u>
28862	11	VUPS	11/01/2023	<u>\$17.60</u>
28863	11	ANTHEM BLUE CROSS BLUE SHIELD	11/22/2023	<u>\$4,116.00</u>
28864	11	BUTLER & EICHER	11/22/2023	<u>\$75.00</u>
28865	11	COMCAST COMMUNICATIONS	11/22/2023	<u>\$263.10</u>
28880	11	AT&T	11/07/2023	<u>\$500.45</u>
28881	11	COMCAST COMMUNICATIONS	11/07/2023	<u>\$841.69</u>
28882	11	DMV	11/07/2023	<u>\$175.00</u>
28883	11	DOMINION ENERGY VIRGINIA	11/07/2023	<u>\$736.58</u>
28884	11	FAUQUIER COUNTY/DES	11/07/2023	<u>\$6.00</u>
28885	11	FCWSA	11/07/2023	<u>\$63.48</u>
28886	11	FCWSA 5TH STREET	11/07/2023	<u>\$25.99</u>
28887	11	GROVES HARDWARE, LLC	11/07/2023	<u>\$374.05</u>
28888	11	GULICK, CARSON & THORPE, P.C.	11/07/2023	<u>\$170.00</u>
28889	11	MP COPIERS, INC.	11/07/2023	<u>\$284.43</u>
28890	11	THE SCYLLA GROUP, INC.	11/07/2023	<u>\$690.40</u>
28891	11	KIRBYBUILT	11/22/2023	<u>\$3,889.08</u>
28892	11	ODP SOLUTIONS	11/22/2023	<u>\$124.88</u>
28893	11	PIEDMONT COMMUNICATIONS	11/22/2023	<u>\$450.00</u>
28894	11	POSTMASTER	11/22/2023	<u>\$412.65</u>
28896	11	TERRI GUTH	11/22/2023	<u>\$12.00</u>
28897	11	VDH-OFFICE OF DRINKING WATER	11/22/2023	<u>\$1,980.00</u>
28898	11	VERIZON WIRELESS	11/22/2023	<u>\$80.02</u>



## Check Listing

Date From: 11/1/2023 Date To: 11/30/2023  
Vendor Range: 29 AUTO OUTLET - ZONIA E GUTIERREZ

12/14/2023 02:28 PM

Page: 2 of 2

Check Number	Bank	Vendor	Date	Amount
28899	11	CFC FARM & HOME CENTER	11/22/2023	<u>\$91.00</u>
28900	11	MICHAEL TROIANO	11/22/2023	<u>\$350.00</u>
28901	11	THE SCYLLA GROUP, INC.	11/22/2023	<u>\$1,065.38</u>
35	Checks Totaling -			<u>\$22,518.39</u>

### Totals By Fund

	Checks	Voids	Total
10	\$6,544.05		\$6,544.05
20	\$2,122.41		\$2,122.41
40	\$9,399.72		\$9,399.72
50	\$3,973.08		\$3,973.08
60	\$479.13		\$479.13
Totals:	\$22,518.39		\$22,518.39





**REGULAR MONTHLY COUNCIL MEETING**  
**Remington Town Council**  
**Monday, November 20, 2023, 7:00pm**  
**Remington Town Hall**  
**105 E Main St**  
**REMINGTON, VA 22734**

Vice Mayor, Richard Heflin called the meeting to order at 7:00pm

**Town Council Members Present:** Morgan Butler-Lewis  
Van Loving  
Veronica Meadows

**Town Staff Present:** Town Administrator – David F. Burrelli  
Town Attorney - Andrea G. Erard-Virtual  
Town Clerk/Treasurer – Rachael R. Brinson  
Chief of Police - Charles T. Proffitt  
Town Superintendent - James Steward  
Denise Sandlin – Town Accountant -Virtual

Vice-Mayor Heflin introduced each person in attendance and invited everyone to stand for the Pledge of Allegiance.

Guests Present: Mark Nesbit-VDOT

**CITIZEN TIME**

Mr. Nesbit spoke regarding the VDOT traffic study.

**CONSENT AGENDA**

Vice-Mayor Heflin asked for any questions for the consent agenda.

Council member Meadows motioned to adopt the Consent Agenda consisting of meeting minutes, utility billing and bill listing as presented. Council Member Butler-Lewis seconded the motion. The motion carried.

**Ayes:** Butler-Lewis, Heflin, Loving, Meadows

**Nays:** 0

**Abstain:** 0

**Absent:** Heaney, Polk, Tiffany

Council chose to add information regarding the Town of Remington Car show winners and the Veterans Day ceremony to the town newsletter as well as electronic sign, as well as the RVFRD parade.

**STAFF REPORTS**

Town Superintendent

There was no report given.

TOWN CLERK/TREASURER

Clerk Brinson informed council that there had been one cemetery plot sold and funeral. She stated the public works employees fixed a leak and did well while Mr. Steward was out for the week. Clerk Brinson spoke regarding the VRSA workers compensation audit. Clerk Brinson then asked for direction with the zoom link and posting after the situation during the prior council meeting with inappropriate content being shown from individuals logging in to the zoom meeting. The census was to allow citizens to obtain the link, but not to post the link.

Clerk Brinson then shared that she had typed and submitted the employee handbook for review to VRSA and they should have a response by February 2024.

TOWN ADMINISTRATOR

Administrator Burrelli spoke in detail regarding his administrator report included in the council packet.

He informed council that a citizen had contacted him with a utility account issue and had asked to have the \$200.00 new account deposit fee waived and asked for council direction. Council consensus was to reduce the deposit fee to \$65.00 since the tenant had been in the residence for the past two years.

Council member Meadows motioned to provide a onetime hardship waiver for the customer and reduce the utility deposit to \$65.00. Council Member Loving seconded the motion. The motion carried.

Ayes: Butler-Lewis, Heflin, Loving, Meadows

Nays: 0

Abstain: 0

Absent: Heaney, Polk, Tiffany

Administrator Burrelli asked for council direction for future grant opportunities that had deadlines prior to council meetings. Council informed Mr. Burrelli that a round robin call would be acceptable to urgent deadlines. He then informed council that he had met for the Town and County liaison committee with Fauquier County and gave a summary of the meeting.

#### POLICE CHIEF

Chief Proffitt spoke regarding his report included in the council packet. Council member Heflin thanked Chief Proffitt for the documentation and information from the speed camera. Chief Proffitt informed council that the county would be providing extra staff for the Christmas parade, but in the future, events that needed extra staff from the county, would be required to pay \$55 an hour fee for each police officer. Chief Proffitt then informed council that he had been appointed to the Department of Criminal Justice Private security services board. He asked for permission to take the police cruiser to the meeting next in Richmond.

#### COMMITTEE REPORTS

PERSONNEL/POLICE COMMITTEE: Chair: Tiffany

Member: Heflin

There was no report given.

FINANCE COMMITTEE: Chair: Heaney

Member: Butler

Council member Butler-Lewis stated the finance committee had met and most was on par for the year.

#### UNFINISHED BUSINESS

Ms. Erard shared her concerns with Civicplus/Municode. Council asked for a quote from Ms. Erard as well as another group for consideration along with a time frame.

Clerk Brinson stated she was still waiting on the quote for the camera relocation.

Council member Heflin opened the two sealed bids for the painting of the council chambers.

Council member Meadows motioned to approve the quote from Colton Enterprises in the amount of \$2100.00. to prepare and paint the walls of the council chambers with satin paint for the walls and semigloss for the trim.

Council Member Loving seconded the motion. The motion carried.

Ayes: Butler-Lewis, Heflin, Loving, Meadows

Nays: 0

Abstain: 0

Absent: Heaney, Polk, Tiffany

Clerk Brinson asked council for permission to post the depot advertisement once the approval was given from VDOT. Council consensus was to allow Clerk Brinson to post the advertisement once VDOT gave approval to move forward.

Council member Butler- Lewis motioned to approve the Hometown Heroes program as written. Council Member Loving seconded the motion. The motion carried.

Ayes: Butler-Lewis, Heflin, Loving, Meadows,

Nays: 0

Abstain: 0

Absent: Heaney, Polk, Tiffany

Town Attorney Erard discussed the machinery and tools tax with council. She stated should would be able to produce an ordinance and then the town would need to have a public hearing to approve. Council requested a draft ordinance from Ms. Erard for council to review.

Council member Loving presented the topic of the employee Christmas Dinner.

**Council member Meadows motioned to approve the Town paying for the town employees plus a significant other**  
**Council Member Loving seconded the motion. The motion carried.**

**Ayes: Butler-Lewis, Heflin, Loving, Meadows,**

**Nays: 0**

**Abstain: 0**

**Absent: Heaney, Polk, Tiffany**

Council member Loving presented the topic of the RVFRD parking lot and potentially working with the department to deed the property to the town. He stated he would update council after more discussions with the RVFRD. Mr. Loving asked for council consensus for him to move forward with the discussion. Ms. Erard stated the town may need to look into government zoning for the property. Council consensus was for Mr. Loving to move forward with the research as well as a letter of intent from the fire department.

#### **NEW BUSINESS**

There was no new business to discuss

**With no further business before the Council, Council member Loving motioned to adjourn with a second by Council Member Butler Lewis. The motion carried.**

**Ayes: Butler-Lewis, Heflin, Loving, Meadows,**

**Nays: 0**

**Abstain: 0**

**Absent: Heaney, Polk, Tiffany**

**The meeting recessed at 7:47 pm.**

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**Richard Heflin, Vice- Mayor**

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**Susan L. Tiffany, Recorder**

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**MONTHLY COUNCIL WORK SESSION MEETING**  
**Remington Town Council**  
**Wednesday, November 8, 2023, 7:00pm**  
**Remington Town Hall**  
**105 E Main St**  
**REMINGTON, VA 22734**

Vice Mayor Heflin called the meeting to order at 7:00pm

**Town Council Members Present:** Morgan Butler-Lewis  
Richard Heflin  
Van Loving  
Veronica Meadows  
Susan Tiffany

**Town Staff Present:** Town Administrator – David F. Burrelli  
Town Clerk/Treasurer – Rachael R. Brinson

Vice Mayor Heflin introduced each person in attendance and invited everyone to stand for the Pledge of Allegiance.

Guests Present: Richard Moxley

**CITIZEN TIME**

Mr. Moxley informed council that the VHCD Walkable Community Grant executive committee had scheduled a meeting for November 27, 2023

**Topics of discussion**

Council member Tiffany motioned to approve a \$200 after tax Christmas bonus for employees working more than 15 hours in a pay period and a \$75 Christmas bonus for those employees working less than 15 hours, to be paid with the first payroll in December. Council Member Meadows seconded the motion. The motion carried.

**Ayes:** Butler-Lewis, Heflin, Loving, Meadows, Tiffany

**Nays:** 0

**Abstain:** 0

**Absent:** Heaney

Clerk Brinson asked for council direction for utility disconnects for the month of December. Council consensus was to proceed as normal with disconnects for past due utility accounts for the month of December.

Council member Meadows motioned to approve the purchase of the canopy as proposed. Council Member Butler-Lewis seconded the motion. The motion carried.

**Ayes:** Butler-Lewis, Heflin, Loving, Meadows, Tiffany

**Nays:** 0

**Abstain:** 0

**Absent:** Heaney

Clerk Brinson presented a proposal from Civicplus/Municode to codify the town code and ordinances. There was a lengthy discussion. Council directed clerk Brinson to poll local attorneys as to their thoughts on Civicplus/Municode and to add the topic to the next council meeting agenda for discussion with Town of Remington attorney.

Council member Loving motioned to authorize clerk Brinson to purchase Christmas Lights in an amount not to exceed \$3000 to include the hanging of the lights. Council Member Loving seconded the motion. The motion carried.

**Ayes:** Butler-Lewis, Heflin, Loving, Meadows, Tiffany

**Nays:** 0

**Abstain:** 0

**Absent:** Heaney

Clerk Brinson presented a Hometown Heroes Banner program that she stated was researched after a discussion with council member Loving. Clerk Brinson stated she would draft up a sample program and present it at the next council meeting.

**Council member Loving motioned to authorize clerk Brinson to purchase a 3-sided information kiosk to be placed on the concrete pad at the recycle center for listed price quoted plus shipping. Council**

**Member Meadows seconded the motion. The motion carried.**

**Ayes: Butler-Lewis, Heflin, Loving, Meadows, Tiffany**

**Nays: 0**

**Abstain: 0**

**Absent: Heaney**

Vice mayor Heflin stated that a sealed bid had been submitted for the painting of the council chamber. Council consensus was to obtain one additional bid, and both sealed bids would be opened and considered at the next council meeting.

Administrator Burrelli gave an update on the stormwater drainage issue as well as the paving project for Mill Street. He also stated that Mr. Nesbit from VDOT would be attending the council meeting Monday to discuss the results of the traffic study, and that Chief Proffitt would be compiling a report from the speed camera as well. He then thanked Mrs. Brinson and Ms. Tiffany for doing a good job with the car show.

Clerk Brinson stated that she was still working on a quote to relocate the camera system for the meetings.

Administrator Burrelli stated he would be sending a draft timeline for the Train Depot project for council review. He then informed council that the RFP was being updated and hopefully would go out for bid soon. There was discussion as to the history of the depot project.

Clerk Brinson informed council that the VHCD planning grant agreement had been uploaded to CAMS. Council Member Heflin reiterated that JM 15 was the priority and should be reflected in the RFP. Mr. Moxley and Administrator Burrelli asked for clarification on the management team roles and responsibilities.

Council member Heflin reiterated that all meetings and events should be on a shared Outlook calendar for all to be able to see the meetings and for transparency.

**With no further business before the Council, Council member Tiffany motioned to adjourn with a second by Council Member Loving. The motion carried.**

**Ayes: Butler-Lewis, Heflin, Loving, Meadows, Tiffany**

**Nays:0**

**Absent: Heaney**

**Abstain:0**

**The meeting recessed at 07:32 pm.**

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**William E. Polk, Mayor**

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**Susan L. Tiffany, Recorder**

# **TOWN ADMINISTRATOR REPORT -DECEMBER 2023**

DECEMBER 18, 2023

Updating Council- VHCD

Updating Depot – Timeline

Town/County Liaison Meeting

Flood Study

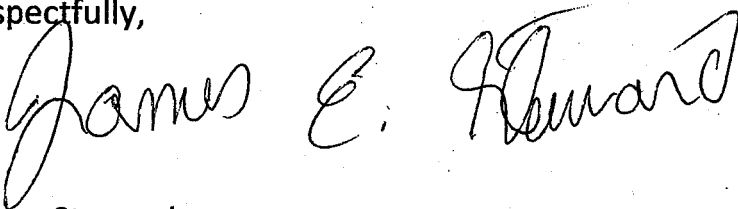




## Town Superintendent Report- December 2023

- 1) There have been 6 graves sold.
- 2) Franklin Street/Mill Street paving has been postponed until spring of 2024 due to weather conditions.
- 3) Due to VA OSHA regulations, the town requires steel toed boots. I would like council to discuss policy. See attached Fauquier County policy.

Respectfully,

A handwritten signature in black ink that reads "James E. Howard". The signature is written in a cursive, flowing style.

James Steward



## **HUMAN RESOURCES POLICY**

**Fauquier County, Virginia**

**Policy Title: Uniforms, Protective Clothing and Safety Equipment**  
**Section No.: 15**

**Effective Date: 10/01/13**  
**Supersedes Policy: 6/17/02**

### **I. PURPOSE**

It is the objective of the Board of Supervisors to provide, as appropriate, uniforms, business attire, protective clothing and other wearable safety equipment to specified employees for use in the performance of their job duties. The purpose of this policy is to provide guidance pertaining to employer-provided clothing and wearable safety equipment, including the acceptable types, standards, procedures, terms of use, and tax implications of such items.

### **II. SCOPE**

This policy applies to all full-time, part-time and temporary employees.

### **III. TYPES & STANDARDS**

#### **A. Protective Apparel**

- 1) **Safety Shoes:** Protective footwear used in workplace environments susceptible to foot injuries that may include heat-resistant soles and/or impact-resistant toes. The following standards apply to the provision of safety shoes:
  - i. Safety shoes shall be provided to each employee whose position requires the wearing of protective footwear.
  - ii. The County shall provide no more than two (2) pairs of safety shoes per year to each employee at a cost not to exceed the amount established in the fiscal year budget.
    1. An employee may purchase a higher priced safety shoe by paying any additional cost.
    2. An employee purchasing a higher priced safety shoe must present a purchase sales receipt to the respective Department Head/Constitutional Officer for reimbursement. All safety shoe purchases must comply with this policy section.
  - iii. Safety shoes shall be replaced as the shoes become unserviceable. An employee's Department Head/Constitutional Officer or other designated official, in coordination with the Risk Manager, shall determine when safety shoes must be replaced.
  - iv. All safety shoes worn by employees shall be classed according to ANSI Z.41.1-1967 Standard as prescribed by OSHA (Regulation 29, CFR Part 1910-136).

## HUMAN RESOURCES POLICY

Fauquier County, Virginia

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- v. The Department Head/Constitutional Officer, in coordination with the Risk Manager, shall resolve:
  - 1. any questions regarding the acceptability of shoes;
  - 2. any requests to be provided safety shoes by employees whose position classification does not require them; or
  - 3. any requests to waive the safety shoe requirement.
- 2) **Hard Hats:** Protective headwear used in workplace environments susceptible to head injuries caused by falling objects, impact with other objects, etc. The following standards apply to the provision of hard hats:
  - i. Hard hats shall be provided to each employee whose position requires the wearing of protective headwear.
  - ii. The County shall, at the time of the appointment to a position which requires the wearing of protective headwear, provide one hard hat to each employee.
  - iii. All hard hats worn by each employee shall be classed according to ANSI Z.89.1-1969 and Z.89.2-1971 Standard as prescribed by OSHA (Regulation 29, CFR Part 1910-135).
  - iv. Any questions regarding the acceptability of hard hats or exceptions to the requirement to wear hard hats shall be resolved by the Department Head/Constitutional Officer in coordination with the Risk Manager.
- 3) **Safety Gloves:** Protective equipment worn over the hands. The following standards apply to the provision of safety gloves:
  - i. Protective gloves shall be provided to each employee whose position requires the wearing of safety/protective gloves.
  - ii. An employee shall be provided with no more than one pair of safety gloves per fiscal year. If applicable, all protective gloves worn by an employee must comply with designated OSHA specifications adopted by the County.
  - iii. Protective gloves shall be replaced as they become unserviceable. An employee's supervisor or other designated official, in coordination with the Risk Manager, shall determine when gloves must be replaced.
  - iv. The Department Head/Constitutional Officer, in coordination with the Risk Manager, shall resolve any questions regarding the application of this requirement.

## HUMAN RESOURCES POLICY

Fauquier County, Virginia

Policy Title: Uniforms, Protective Clothing and Safety Equipment  
Section No.: 15

Effective Date: 10/01/13  
Supersedes Policy: 6/17/02

- 4) **Safety Eyeglasses/Eyewear:** Protective equipment worn to cover the eyes and/or face. The following standards apply to the provision of safety eyeglasses/eyewear:
  - i. Safety eyeglasses shall be provided to each employee whose position requires protective eyeglasses to be worn on a continual basis.
  - ii. One pair of protective eyeglasses, to include the eyeglass frame and lenses (plain and prescription), shall be provided to each employee. The employee shall be responsible for any cost associated with an ophthalmologic or related examination required to determine the prescription of lenses.
  - iii. Protective eye equipment (e.g. goggles, hoods, etc.) shall be provided for an employee who is required to operate dangerous equipment or be exposed to hazardous situations.
  - iv. The Department Head/Constitutional Officer, in coordination with the Risk Manager, shall resolve any questions regarding the application of this requirement.
- 5) **High Visibility Vests:** Protective equipment that has highly reflective properties or colors that make them easily discernible from any background. The following standards apply to the provision of high visibility vests:
  - i. High visibility vests shall be provided to each employee whose position requires the wearing of this apparel.
  - ii. The Department Head/Constitutional Officer, in coordination with the Risk Manager, shall resolve any questions regarding the application of this requirement.
- 6) **Other Protective Apparel:** Other protective garment that is worn over, or in place of, regular clothing to protect the employee from injury or harm, as well as abnormal soiling, or unsanitary environments.

### B. **Other Apparel**

- 1) **Uniform:** A uniform is attire required to be worn in the performance of assigned duties (generally associated with public safety personnel). A uniform is not suitable for taking the place of regular clothing.
- 2) **Business Attire:** Business attire is clothing that makes the employee easily identifiable as County staff serving in an official capacity. A shirt is the only item

## **HUMAN RESOURCES POLICY**

**Fauquier County, Virginia**

**Policy Title: Uniforms, Protective Clothing and Safety Equipment**  
**Section No.: 15**

**Effective Date: 10/01/13**  
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of clothing that qualifies as Business Attire under this policy. In addition, the shirt must meet all of the following criteria:

- It must be required apparel for work and/or events as specified by the Director or Department Head;
- It must have "Fauquier County", the Fauquier County seal/logo, and/or the name of the Department or group printed or monogrammed where it is clearly visible;
- The shirt must be worn only when serving in an official capacity for the County and cannot to be worn for everyday wear.

- 3) **Other clothing:** an article of clothing that does not meet the definition of uniform, business attire, or protective apparel is other clothing.

### **IV. PROCEDURES AND TERMS OF USE**

#### **A. Protective Apparel**

1. Safety shoes, hard hats, safety gloves, safety eyeglasses/eyewear, high visibility vests, and other protective apparel shall be provided to each employee whose position requires the wearing of such items, as determined by Department Heads/Constitutional Officers, and/or the Risk Manager.
2. Department Heads/Constitutional Officers, in coordination with the Risk Manager, shall determine if the respective Department or employee shall perform cleaning/repair activities based upon practical and economic considerations.
3. An employee's supervisor or other designated official, in coordination with the Risk Manager, shall determine when protective apparel are non-serviceable and must be replaced.
4. All classes of protective apparel remain the property of Fauquier County, and as such, must be returned to the employer upon separation of employment.

#### **B. Other Apparel**

1. Uniforms, Business Attire, and other clothing shall be provided to each employee whose position precludes wearing personal clothing for reasons of prospective damage to normal personal work attire, easy identification for the sake of citizen and/or customer convenience, or for safety considerations or other concerns.
2. Department Heads/Constitutional Officers shall identify positions requiring Uniforms, Business Attire, or other clothing.

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**Effective Date: 10/01/13**  
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3. Uniforms, Business Attire, and other clothing shall identify the wearer as an employee of Fauquier County by containing "Fauquier County", the Fauquier County seal/logo, and/or the name of the Department or group printed or monogrammed where it is clearly visible.
4. Department Heads/Constitutional Officers shall determine if the respective Department or employee shall perform cleaning/repair activities based upon practical and economic considerations.
5. An employee's supervisor or other designated official shall determine when Uniforms, Business Attire, and other clothing are non-serviceable and must be replaced.
6. All classes of other apparel remain the property of Fauquier County, and as such, must be returned to the employer upon separation of employment.

### **C. Employee Responsibilities (Terms of Use)**

1. The loss or excessive wear of protective apparel and/or other apparel shall not relieve the employee of the responsibility to wear the required apparel and/or safety equipment.
2. The loss or destruction of protective apparel and/or other apparel due to employee negligence shall be the responsibility of the employee.
3. No apparel governed by this policy may be worn by any employee except when they are on duty and acting in their capacity as a representative of Fauquier County, or commuting to and from work. Any violation of this section of the policy will result in disciplinary action against the offending employee.

### **D. Departmental Safety Policies and Special Requirements**

1. Department Heads/Constitutional Officers may implement policies or special requirements which exceed those outlined in this policy. Any such departmental policies and/or special requirements shall take precedence with respect to this policy.
2. Department Heads/Constitutional Officer has the responsibility of determining the appropriateness of the clothing expenditures in their area of supervision. These decisions should be guided by various factors including cost, budget, business use, public contact, personal safety and consistency. The approval is required on all clothing purchase invoices.
3. Department Heads/Constitutional Officers are responsible for keeping specific details of the following nature:

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**Section No.: 15**

**Supersedes Policy: 6/17/02**

- i. List of specific employees/positions eligible for Uniforms, Business Attire, or Protective Apparel;
- ii. Frequency of purchase;
- iii. Dollar limit of clothing item, if applicable;
- iv. Specific time/events when clothing is to be worn;
- v. Statement that the clothing is to be worn only while performing official Fauquier County duties;
- vi. Return of clothing item when the employee leaves employment;
- vii. Depreciation time frame for clothing.

### **V. TAX IMPLICATIONS**

- A. Uniforms, Business Attire, and Protective Apparel are not taxable fringe benefits to the employee.
- B. All other clothing may be considered a taxable fringe benefit to the employee (to the extent that the items are provided by Fauquier County) unless the value of the clothing is de minimis (\$49 or less), and is provided on an infrequent basis.



## AN ORDINANCE

To grant to Virginia Electric and Power Company, its successors and assigns, the right for the term and upon the conditions herein stated, to use the streets, alleys and public places of the Town of \_\_\_\_\_, Virginia, and to acquire, erect, install, maintain and use, and if now constructed to maintain and use, poles, towers, wires, cables, conduits, ductways, manholes, handholes and appliances in, over, along, on and under the streets, alleys and public places of said Town, for the purpose of distributing, transmitting and selling electric current for light, heat and power at any point within the corporate limits of said Town as the same now exist or may hereafter be extended or altered; together with the right to attach, operate, and maintain, additional cables, including but not limited to fiber optic cables, wires, attachments, and other transmission facilities as Virginia Electric and Power Company may from time to time deem advisable, and all equipment, accessories and appurtenances desirable in connection therewith (the "Broadband Facilities"), including the right to increase or decrease the number of wires, all for the purpose of transmitting voice, text, data, internet services, and other communications services, including the wires and attachments of third parties (the "Communication Rights"); the right to lease or license the right to transmit signals, data, or other communications through such Broadband Facilities, in whole or in part to third parties as may be useful or practical, including the rights to transmit third party data and the right to lease or license surplus communications capacity to third parties through such Broadband Facilities; and the right to install such additional pole, guys, and anchors on said property as may be necessary for purposes of the safety and stability of the Broadband Facilities.

WHEREAS, the Clerk has laid before the Council of the Town of \_\_\_\_\_, Virginia, at the first regular session held after the completion of the publication thereof, an ordinance approved \_\_\_\_\_, \_\_\_\_\_, 20\_\_ entitled: "AN ORDINANCE To provide for the grant by the Town of \_\_\_\_\_, Virginia, to a person or persons, or to a corporation, its successors and assigns, hereafter to be ascertained in the mode prescribed by law, of the right for the term and upon the conditions herein stated, to use the streets, alleys and public places of said Town, and to acquire, erect, install, maintain and use, and if now constructed to maintain and use, poles, towers, wires, cables, conduits, ductways, manholes, handholes and appliances in, over, along, on and under the streets, alleys and public places of said Town, for the purpose of distributing, transmitting and selling electric current for light, heat and power at any point within the corporate limits of said Town as the same now exist or may hereafter be extended or altered; together with the right to attach, operate, and maintain, additional cables, including but not limited to fiber optic cables, wires, attachments, and other transmission facilities as Virginia Electric and Power Company may from time to time deem advisable, and all equipment, accessories and appurtenances desirable in connection therewith (the "Broadband Facilities"), including the right to increase or decrease the number of wires, all for the purpose of transmitting voice, text, data, internet services, and other communications services, including the wires and attachments of third parties (the "Communication Rights"); the right to lease or license the right to transmit signals, data, or other communications through such Broadband Facilities, in whole or in part to third parties as may be useful or practical, including the rights to transmit third party data and the right to lease or license surplus communications capacity to third parties through such Broadband Facilities; and the right to install such additional pole, guys, and anchors on said property as may be necessary for purposes of the safety and stability of the Broadband Facilities; together with a certificate of due publication of the same once a week for four successive weeks, in a newspaper of general circulation in the Town of \_\_\_\_\_, said advertisement commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and terminating on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WHEREAS, the Virginia Electric and Power Company submitted in writing a bid in the sum of Dollars (\_\_\_\_\_) for the franchise, rights and privileges contained and no further bids were submitted; and

WHEREAS, in the opinion of the Council of the Town it is expedient and to the best interests of the Town that the said franchise, rights and privileges should be granted to the Virginia Electric and Power Company: NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF \_\_\_\_\_, VIRGINIA:

1. That the bid of the Virginia Electric and Power Company be accepted and that the rights and privileges proposed to be granted by the said ordinance be and the same are hereby granted to the said Virginia Electric and Power Company, upon the condition that the said Virginia Electric and Power Company shall first execute a bond with good and sufficient security in the penal sum of \_\_\_\_\_ (\$0,000) with surety to the Town to be conditioned as prescribed in Section 11 of said ordinance as follows:

"that the grantee will construct and maintain, or if constructed, will maintain, the Facilities provided for herein and reasonably necessary for the exercise of the rights and privileges granted in and by this ordinance, and will maintain the same in good order throughout the term of this grant, and will comply with the terms, provisions and conditions of this ordinance in all respects."

2. That the name of said Virginia Electric and Power Company shall be inserted in the said ordinance which was approved \_\_\_\_\_, 20\_\_\_\_, and that the same, with this insertion, be and is hereby enacted and reordained in the words and figures following:

#### AN ORDINANCE

To grant to Virginia Electric and Power Company, its successors and assigns, the right for the term and upon the condition herein stated, to use the streets, alleys and public places of the Town of \_\_\_\_\_, Virginia, and to acquire, erect, install, maintain and use, and if now constructed to maintain and use, poles, towers, wires, cables, conduits, ductways, manholes, handholes and appliances in, over, along, on and under the streets, alleys and public places of said Town, for the purpose of distributing, transmitting and selling electric current for light, heat and power at any point within the corporate limits of said Town as the same now exist or may hereafter be extended or altered; together with the right to attach, operate, and maintain, additional cables, including but not limited to fiber optic cables, wires, attachments, and other transmission facilities as Virginia Electric and Power Company may from time to time deem advisable, and all equipment, accessories and appurtenances desirable in connection therewith (the "Broadband Facilities"), including the right to increase or decrease the number of wires, all for the purpose of transmitting voice, text, data, internet services, and other communications services, including the wires

and attachments of third parties (the "Communication Rights"); the right to lease or license the right to transmit signals, data, or other communications through such Broadband Facilities, in whole or in part to third parties as may be useful or practical, including the rights to transmit third party data and the right to lease or license surplus communications capacity to third parties through such Broadband Facilities; and the right to install such additional pole, guys, and anchors on said property as may be necessary for purposes of the safety and stability of the Broadband Facilities.

BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF \_\_\_\_\_, VIRGINIA:

Section 1. That the right is hereby granted unto Virginia Electric and Power Company, hereinafter referred to as the "grantee", its successors and assigns, for the term and subject to the conditions and limitations hereinafter stated, to use the streets, alleys and public places of the Town of \_\_\_\_\_, hereinafter referred to as the "Town", and to acquire, erect, install, maintain and use, and if now constructed to maintain and use, poles, towers, wires, cables, conduits, ductways, manholes, handholes and appliances, hereinafter referred to as "Facilities", in, over, along, on and under the streets, alleys and public places of said Town, for the purpose of distributing, transmitting and selling electric current for light, heat and power at any point within the corporate limits of said Town as the same now exist or may hereafter be extended or altered; together with the right to attach, operate, and maintain, additional cables, including but not limited to fiber optic cables, wires, attachments, and other transmission facilities as Virginia Electric and Power Company may from time to time deem advisable, and all equipment, accessories and appurtenances desirable in connection therewith (the "Broadband Facilities", which shall be a subset of the Facilities, as used herein), including the right to increase or decrease the number of wires, all for the purpose of transmitting voice, text, data, internet services, and other communications services, including the wires and attachments of third parties (the "Communication Rights"); the right to lease or license the right to transmit signals, data, or other communications through such Broadband Facilities, in whole or in part to third parties as may be useful or practical, including the rights to transmit third party data and the right to lease or license surplus communications capacity to third parties through such Broadband Facilities; and the right to install such additional pole, guys, and anchors on said property as may be necessary for purposes of the safety and stability of the Broadband Facilities; provided that such right to sell electric current for light, heat and power shall extend only to such areas of the Town as are now or may hereafter be allotted to the grantee for service by authority of a certificate of public convenience and necessity issued by the State Corporation Commission in accordance with law.

Section 2. From and after the date on which this ordinance shall become effective, the Facilities in, over, along, on and under the streets, alleys and public places of the Town authorized by this ordinance to be located and constructed, shall be located at reasonably suitable and convenient points. If and when requested by the Mayor or other proper administrative officer of the Town, the grantee shall, from time to time, file with the Town plans showing the location of proposed additional Facilities, and obtain any permit required therefor prior to their construction in, over, along, on and under the streets, alleys and public places of the Town. Except where approval of the State Corporation Commission is required by law, the location of the proposed facilities shall be subject to review by the Mayor or other proper authorized administrative officer of the Town with the right on the part of the grantee to appeal from his decision to the Council of the Town of \_\_\_\_\_, and the decision of the Council on said appeal shall be final and binding as to the location of such Facilities. Whenever the Town shall determine that it is necessary that any Facilities of grantee originally installed in, over, on and under any public rights-of-way of any street, alley or public place of the Town should be relocated or removed in connection with repair, relocation or improvement of said street, alley or public place, then grantee shall, within a reasonable time after being requested in writing to do so, remove or relocate same, using like construction, at such place as shall be mutually agreeable with the Town and grantee. Grantee shall bear all costs of removal and relocation provided the Town will obtain or cause to be obtained, without charge to the grantee, suitable permits as may be required by the grantee for its relocated Facilities. If grantee does not commence and complete removal or relocation within a reasonable time, the Town may, after giving at least ninety (90) days written notice to grantee, take such actions at grantee's expense as are necessary to affect such removal and relocation.

Section 3. In the location and erection of Facilities, as herein authorized, the said grantee shall avoid all unnecessary damage to the shade trees in and along the streets, alleys and public places of the Town and shall not cut or otherwise injure said trees to any greater extent than is reasonably necessary in the construction, maintenance and operation of said facilities of the grantee as herein authorized and provided.

Section 4. In the event the said grantee shall, in the construction or repair of its Facilities, injure any pavement, sidewalk, sewer, water or other pipe or works belonging to the Town, it shall, upon notice thereof from the Town, promptly repair the same at its own cost and expense.

Section 5. The said grantee shall, when so requested by the Town Council, permit its poles and other overhead structures to be used without compensation by said Town for the purpose of placing thereon any traffic lighting, fire or police alarm, telegraph or telephone wires which may be necessary for the exclusive use of the police or fire department of the Town, provided that such use by the Town shall not interfere with the proper use of said poles and other overhead structures by the said grantee, and that the location and character of said wires and fixtures of the said Town shall be subject to the approval of the grantee herein, and provided further that the said Town shall, and it hereby agrees to, indemnify and save harmless the said grantee from any and all loss, damage, cost or expense to or which may be incurred by said grantee, or to which it may be subjected by reason of, or as a result of, the use of said poles and other overhead structures by the Town as in this section provided.

Section 6. The said grantee agrees and binds itself, by the acceptance of this ordinance, to indemnify, keep and hold the Town free and harmless from liability on account of injury or damage to persons or property growing out of the construction, improvement, maintenance, repair and operation of its Facilities, and in the event that suit shall be brought against the Town, either independently or jointly with said grantee on account thereof, the said grantee, upon written notice to it by the Town, will defend the Town in any such suit at the cost of said grantee, and, in event of a final judgment being obtained against the Town, either independently or jointly with said grantee, the said grantee will pay such judgment, with all costs and hold the Town harmless therefrom; but nothing herein contained shall be construed to render said grantee liable for the negligence of the Town, its agents or employees or of any other person or corporation.

Section 7. The rights and privileges herein set forth are granted and conferred upon the said grantee, upon the express condition and understanding on the part of the said grantee, that it will render to the public in the Town within the territory served by the said grantee, at all times during the term of this ordinance, reasonably adequate electric service at reasonable rates, and that it will maintain its Facilities located within the Town in good order throughout the term of this grant, and the said grantee by accepting this ordinance expressly agrees that the State Corporation Commission shall have jurisdiction, to the full extent and in the manner now or hereafter during the life of this ordinance provided by law, to require the said grantee to render reasonably adequate electric service at reasonable rates, and to maintain its Facilities in good order throughout the term of this grant, and to otherwise enforce the provisions of this section to the full extent provided by law.

Section 8. Any person who shall intentionally destroy or damage any of the Facilities of the said grantee, constructed and maintained in accordance with provisions of this ordinance, within the corporate limits of the Town of \_\_\_\_\_ shall be diligently prosecuted pursuant to Virginia Code § 18.2-162 or any successor statute. Also, any person who shall tamper with any metering device incident to the grantee's Facilities or otherwise intentionally prevent such metering device from properly registering, or illegally divert electric service so that it does not pass through the metering device shall be diligently prosecuted pursuant to Virginia Code § 18.2-163 or any successor statute.

Section 9. All the rights and privileges hereby granted to said grantee may be exercised by any successor or successors, assignee or assignees of the said grantee, but said successor or successors, assignee or assignees shall be subject to all the provisions, obligations, stipulations and penalties herein prescribed.

Section 10. The rights and privileges hereby granted shall continue for the period of thirty years from and after the final passage of this ordinance, unless the same be sooner voluntarily surrendered by the said grantee, with the consent of the Town Council, or unless the same be sooner forfeited as provided by law.

Upon the expiration of the term of this grant and upon the termination of the rights hereby granted, by surrender, forfeiture or otherwise, all of the Facilities of the said grantee in the streets, alleys or public places of the Town shall remain the property of the grantee and may be removed from the

streets, alleys and public places of said Town at the expense of the grantee within a reasonable time after the expiration or termination of said rights and privileges.

Section 11. This ordinance and the rights and privileges hereby granted and conferred shall not become effective unless and until the said grantee shall file with the Clerk of the Town its written acceptance thereof, in form satisfactory to the Town, and shall enter into a bond in the sum of One Thousand Dollars (\$1,000), with surety satisfactory to the Town, conditioned to the effect that the grantee will construct and maintain, or if constructed, will maintain, the Facilities provided for herein and reasonably necessary for the exercise of the rights and privileges granted in and by this ordinance, and will maintain the same in good order throughout the term of this grant, and will comply with the terms, provisions and conditions of this ordinance in all respects.

Section 12. The rights and privileges granted herein to use the public property are expressly subject to the conditions, limitations and provisions contained in the general ordinances of the Town of \_\_\_\_\_, in force, or that may be hereafter passed by the Town, relative to the use of the streets, alleys and public places of said Town so far as they may be applicable to the rights and privileges herein granted, provided such ordinances that may be passed will not place unreasonable or impractical burden upon the grantee.

Section 13. This ordinance shall be in force from its passage. Passed by the Council of the Town of \_\_\_\_\_, Virginia, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

**VIRGINIA ELECTRIC AND POWER  
COMPANY**, a Virginia public service  
corporation doing business in Virginia as  
Dominion Energy Virginia

By: \_\_\_\_\_  
Shaun Reilly  
Manager-Electric Distribution Design

