

# Town of Strasburg

## **SPECIAL MESSAGE TO THE PUBLIC**

LIMITED IN PERSON ATTENDANCE WILL BE ALLOWED FOR THE MEETINGS. PLEASE UTILIZE OUR LIVESTREAM BY ACCESSING THE LINK BELOW

<https://www.strasburgva.com/bc/page/meetings>

To make public comment please submit to:  
[comment@strasburgva.com](mailto:comment@strasburgva.com)  
by 4:00 p.m., Monday, November 1<sup>st</sup>, 2021

**Town Council  
Work Session**  
Strasburg Town Hall  
174 W King St  
Strasburg, VA 22657

Monday, November 1<sup>st</sup>, 2021  
7 p.m.

### **Town Council Members:**

Brandy Hawkins Boies, Mayor  
Ken Cherrix, Vice Mayor  
Dane Hooser  
John Massoud  
Christie Monahan

Taralyn Nicholson  
Emily Reynolds  
Doreen Ricard  
Paul Weaver

### **Staff Contact:**

J. Waverly Coggsdale, III, Town Manager



# Council Work Session Agenda - Monday, November 1<sup>st</sup>, 2021

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*Please, silence all cellular devices. Thanks.*

*\*Town Council Work Sessions are typically used for general discussion on matters pertaining to the Town. Formal actions are taken during Town Council Meetings unless otherwise notified.*

**Call to Order** –*Mayor Brandy Boies*

## **Public Hearing:**

**1.) Nonexclusive Franchise Agreement to Comcast:** In accordance with the Code of Virginia, Section 15.2-2108.20 and 21, Comcast has filed a request for consideration of a nonexclusive cable franchise agreement to use the streets and other public places, for its poles, for its wires, conduits, cable, and telecommunication facilities. The franchise agreement requested is for a period of ten (10) years with Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC. The public hearing is to receive comments on this franchise request.

*Support Materials: Staff memo and Draft Franchise Agreement*

**2.) Amendment to Strasburg Town Code, Chapter 78, Article VII – Transient Occupancy Tax**  
To receive public comments to revise or establish the definition of Hotel under Sec. 78-256 to include short-term rental and reduce the number of persons and delete certain language under Sec. 28-262 – Exemptions of the Strasburg Town Code.

*Support Materials: Staff memo and Draft Ordinance*

## **Citizen Comments on non-agenda items**

### **Introduction and Recognition of Visitors and Guests**

#### **Action Item(s):**

**1.) Approval of Minutes**

*Description: Minutes of the October 5<sup>th</sup>, 2021, Town Council Work Sessions*

*Staff Contact: Amy Keller, Clerk of Council*

#### **Discussion Item(s):**

**1.) Nonexclusive Franchise Agreement to Comcast**

*Description: Discussion by Council regarding the franchise agreement with Comcast.*

*Staff Contact: Waverly Coggsdale, Town Manager*

*Support Materials: Staff Memo*

**2.) Amendment to Strasburg Town Code, Chapter 78, Article VII – Transient Occupancy Tax**

*Description: Consensus of the Finance and Personnel Committee to consider an amendment to the Town Code for taxes on the gross proceeds arising from short-term rental property.*

*Staff Contact: Waverly Coggsdale, Town Manager and Angela Fletcher, Director of Finance*

*Support Materials: Staff Memo*

**3.) Strasburg Fire Department Restructuring Committee**

*Description:* By-laws update and consideration of dissolution of the Restructuring Committee.

*Staff Contact:* Waverly Coggsdale, Town Manager

*Support Materials:* Staff Memo

**4.) Round-up Program**

*Description:* Finance and Personnel Committee asked for a discussion by the full Council of an assistance program for utility bills.

*Staff Contact:* Waverly Coggsdale, Town Manager and Angela Fletcher, Director of Finance

*Support Materials:* Staff Memo, PowerPoint slide, March 30<sup>th</sup> Minute excerpts

**5.) Sidewalk and crosswalk prohibitions (Section 82-8)**

*Description:* Public Safety and Ordinance Committee recommended the consideration by full Council of amendments to Section 82-8 in regard to omitting bicyclist from the prohibition.

*Staff Contact:* Waverly Coggsdale, Town Manager

*Support Materials:* Staff Memo, Town Code Sec. 82 draft, Code of Virginia 46.2

**6.) Unified Development Ordinance**

*Description:* Public Safety and Ordinance Committee recommended the consideration by full Council to transition from the current UDO to a Land Use Regulation document.

*Staff Contact:* Waverly Coggsdale, Town Manager and Lee Pambid, Planning & Zoning Administrator

*Support Materials:* Staff Memo

**Old or unfinished business:**

**New business:**

**Closed Meeting (If needed)**

**Adjournment**

# PUBLIC HEARINGS





## Memorandum

To: Mayor Boies and Members of Town Council  
From: Waverly Coggsdale, Town Manager  
Date: October 28, 2021  
Re: COMCAST Franchise Agreement – Public Hearing

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### **BACKGROUND:**

Code of Virginia Article 1.2 §15.2-2108 and the Cable Communications Policy Act of 1984, as amended from time to time, 46 U.S.C. §521 – 631 (the “Cable Act”) govern how localities may contract with cable service providers within their corporate boundaries. Cable franchise agreements are created to set the terms between the locality (the Franchise Authority) and the cable service provider (Franchisee) to operate within the locality, such as service standards; however, localities are restricted by U.S. and Virginia law on what items they can request from the Franchisee. Also, cable franchises are treated differently in the Code of Virginia than other franchises, such as wireline and natural gas. The attached Franchise Agreement provides COMCAST of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC with non-exclusive access to the Town’s public ways, including streets and alleys, and other public grounds, to install their cable system equipment in order to serve residential customers in Town. If Council approves the franchise agreement, Town staff will work with Comcast as they develop a deployment plan.

### **COMMUNITY IMPACT:**

The approval of this non-exclusive agreement will provide many Strasburg residents an additional provider to purchase video and other services provided by the franchisee (i.e., Internet and phone service) once Comcast completes their construction. Deployment of their cable system shall be to all areas of Strasburg that meet the requirements identified in Section 4 of the agreement and any other location the Franchisee elects to service.

### **FISCAL IMPACT:**

The Franchisee will remit to the Town such taxes and fees as allowed by federal and state law. Since some of these fees are already collected by existing providers the net benefit to the Town may be minimal.



**REQUEST:** Staff request Town Council to hold the public hearing. Later in the meeting Town Council will discuss this item and staff further requests that Town Council provide a consensus on whether to place this item on the Tuesday, November 9, 2021, Regular Meeting of Town Council for additional discussion and/or action.

Town Council will conduct a public hearing on the Comcast Franchisee Agreement at this time.

CABLE FRANCHISE AGREEMENT

BETWEEN

THE TOWN OF STRASBURG, VIRGINIA

AND

COMCAST OF CALIFORNIA/MARYLAND/PENNSYLVANIA/VIRGINIA/WEST  
VIRGINIA, LLC

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## **FRANCHISE AGREEMENT**

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the Town of Strasburg, a political subdivision of the Commonwealth of Virginia (hereinafter, “Town” or “Franchise Authority”) and Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, 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 - 562 (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. “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.

1.2. “Cable 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 47 U.S.C. §522(7).

1.3. “Effective Date” shall mean \_\_\_\_\_ 2021.

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

1.5. “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.

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

1.7. “Franchise Area” shall mean the present legal boundaries of the Town of Strasburg, 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.

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

1.9. “Franchisee” shall mean Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC

1.10. “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.

1.11. “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.

1.12. “Standard Installation” shall mean the standard one hundred twenty-five foot (125’) aerial Drop connection to the existing distribution system.

1.13. “Subscriber” shall mean a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Franchisee’s express permission.

1.14. "Town" shall mean the Town of Strasburg or the lawful successor, transferee, designee, or assignee thereof.

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

## **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, add to, 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, or 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.

2.4. Reservation of Authority. Nothing in this Franchise Agreement shall be construed as a waiver of any codes or ordinances of general applicability promulgated by the Franchising Authority.

## **SECTION 3 - Construction and Maintenance of the Cable System**

3.1. Permits and General Obligations. The Franchisee shall be responsible for obtaining, at its own cost and expense, 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. 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. In the event that 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.

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 actually 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. In the event 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 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. In the event that 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. Initial Build. Subject to the receipt of all necessary easements, permits, pole licenses, and required authorizations, Franchisee shall use commercially reasonable efforts to construct the Cable System and make Cable Service available to occupied residential dwelling units within its initial build geographic area within three (3) years of the Effective Date of this Agreement. In the event that construction is delayed by factors outside of Franchisee's control, including weather, make-ready delays by other companies, or other factors identified as Force Majeure, Franchisee shall provide a written request for an

extension of time to complete the initial build area, which request shall not be unreasonably denied.

4.1.1. Nothing herein shall preclude Franchisee from constructing additional Cable System facilities or making Cable Service available to additional residential dwelling units at its discretion. Franchisee shall, however, not be obligated to construct additional Cable System facilities and/or make Cable Service available beyond the Initial Build area.

4.2. Programming. The Franchisee shall offer to all Subscribers a diversity of Video Programming services in accordance with 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 - Fees and Charges to Subscribers**

5.1. 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 and any applicable state 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 6 - Customer Service Standards; Subscriber Bills; and Privacy Protection**

6.1. Customer Service Standards. The Franchise Authority hereby adopts the customer service standards set forth in Appendix A. The Franchisee shall comply in all respects with the applicable customer service requirements established by the FCC.

6.2. Subscriber 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)].

6.3. 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 7 - Oversight and Regulation by Franchise Authority**

7.1. 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.

7.2. 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.

7.3. 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. The Franchise Authority shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC rules.

7.4. Maintenance of Books, Records, and Files.

7.4.1. Books and Records. Throughout the term of this Franchise Agreement, the Franchisee agrees that the Franchise Authority may review the Franchisee's books and records in the Franchise Area as are reasonably necessary to

monitor Franchisee's compliance with the provisions of this Franchise Agreement, upon reasonable prior written notice to the Franchisee pursuant to this 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.

7.4.2. 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.

7.4.3. 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 franchise fees or 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. In the event that 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 8 - Transfer of Cable System or Franchise**

8.1. 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 9 - Insurance and Indemnity**

9.1. Insurance. Throughout the term of this Franchise Agreement, the Franchisee shall, at its own cost and expense, maintain Commercial General Liability Insurance and, upon 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.

9.2. 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.

9.2.1. 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, subject to applicable law.

## **SECTION 10 - System Description and Service**

10.1. 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 11 - Enforcement and Revocation Proceedings**

11.1. 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.

11.1.1. 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.

11.1.2. 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.

11.1.3. 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.

11.2. 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:

11.2.1. 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

11.2.2. 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.

11.3. 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 12 - Competitive Equity**

12.1. If the Town grants a competitive franchise, or similar authorization, which, in the reasonable opinion of the Franchisee, contains more favorable or less burdensome terms or conditions than this Franchise Agreement, the Franchisee may notify the Town that it wishes to renegotiate certain specified provisions of the Franchise Agreement. Within thirty (30) days after the Franchisee provides such notice, both parties must begin to negotiate in good faith, and either party to this Franchise Agreement may request changes to amend this Agreement so that neither the Franchisee’s Franchise Agreement nor the competitor’s agreement contains terms that are more favorable or less burdensome than the other. For purposes of this section, the agreements must be viewed as a whole, not on a provision-by-provision basis, and the agreements must be compared with due regard for the circumstances existing at the time each was granted.

12.2 In the event an application for a new cable television franchise is filed with the Franchising Authority proposing to serve the Franchising Area, in whole or in part, the Franchising Authority shall serve or require to be served a copy of such application upon the Franchisee by registered or certified mail or via nationally recognized overnight courier service.

12.3 In the event that a cable provider provides Cable Service to the residents of the Town under an authorization that is unavailable to the Franchisee, the Franchisee shall have a right to request amendments to this Franchise Agreement that relieve the Franchisee of regulatory burdens that create a competitive disadvantage to the Franchisee. In requesting amendments, the Franchisee shall file a petition with the Town Council seeking to amend the Franchise Agreement. Such petition shall: (1) indicate the presence of a competitor utilizing such authorization; (2) identify the basis for Franchisee's belief that certain provisions of the Franchise Agreement place Franchisee at a competitive disadvantage; and (3) identify the regulatory burdens to be amended or repealed in order to eliminate the competitive disadvantage. Town Council shall hold a public hearing to evaluate the petition and hear views of interested parties. The Franchising Authority shall not unreasonably withhold consent to the Franchisee's petition.

12.4 The obligations in this Section 12 shall apply to the grant of new franchises, or similar authorizations, or renewals or extensions of current franchises, or similar authorizations, but shall not apply to franchises, or similar authorizations, that are in effect upon the Effective Date of this Franchise Agreement.

### **SECTION 13 - Miscellaneous Provisions**

13.1. 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.

13.2. 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 Strasburg  
174 East King Street  
Strasburg, VA 22657  
Attention: Town Manager

To the Franchisee:

Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC  
55 Construction Lane  
Fishersville, VA 22939  
Attention: Government Affairs Department

With copies to:

Comcast Cable  
1215 East Fort Avenue, Suite 103  
Baltimore, MD 21230  
Attention: Government Affairs Department

And to:

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

13.3. 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.

13.4. 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.

13.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State where the Franchise Area is located, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of such State, 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.

13.6. 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.

13.7. 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.

13.8. 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.

13.9. 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.

13.10. Incorporation by Reference

13.10.1. All presently and hereafter applicable conditions and requirements of federal, State and generally applicable local laws, including but not limited to the rules and regulations of the FCC and the State where the Franchise Area is located, as they may be amended from time to time, are incorporated herein by reference to the extent not enumerated herein. However, no such generally applicable local laws, rules, regulations and codes, as amended, may alter the obligations, interpretation and performance of this Renewal Franchise to the extent that any provision of this Renewal Franchise conflicts with or is inconsistent with such laws, rules or regulations.

13.10.2. 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.

13.11. 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.

13.12. 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.

13.13. 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 Strasburg, Virginia:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC:

By: \_\_\_\_\_

Print Name: Michel Parker \_\_\_\_\_

Title: Regional Senior Vice President \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix A

### Customer Service Standards

The Franchisee shall comply in all respects with the applicable customer service requirements established by the FCC. Franchisee shall be subject to the following customer service standards consistent with federal law:

#### 1. Definitions.

A. **Normal Business Hours.** Normal Business Hours means those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one night per week and/or some weekend hours.

B. **Normal Operating Conditions.** Normal Operating Conditions means those service conditions which are within the control of the Franchisee. Those conditions which are not within the control of the Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

C. **Service Interruption.** Service Interruption means the loss of picture or sound on one or more cable channels.

#### 2. Telephone Availability.

A. The Franchisee will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

i. Trained company representatives will be available to respond to Subscriber telephone inquiries during normal business hours.

ii. After Normal Business Hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

iii. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

iv. Under normal operating conditions, Subscribers will receive a busy signal less than three (3) percent of the time.

### 3. Installations, Outages and Service Calls.

A. Under Normal Operating Conditions, each of the following standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

i. Standard installations will be performed within seven (7) business days after an order has been placed, or at a later time requested by the customer. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

ii. Excluding conditions beyond the control of the Franchisee, the Franchisee will begin working on Service Interruptions promptly and in no event later than 24 hours after the interruption becomes known. The Franchisee must begin actions to correct other service problems the next business day after notification of the service problem.

iii. The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during Normal Business Hours. (The Franchisee may schedule service calls and other installation activities outside of Normal Business Hours for the convenience of the customer.)

iv. Franchisee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

v. If Franchisee is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

### 4. Billing.

A. Bills must be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

i. In case of a billing dispute, the Franchisee must respond to a written complaint from a Subscriber within thirty (30) days.

B. Refund checks will be issued promptly, but no later than either –

i. The Subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is later, or

ii. The return of the equipment supplied by Franchisee if service is terminated.

C. Credits for service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.

## 5. Communication with Subscribers.

A. Franchisee shall provide written information on each of the following areas at the time of installation of service, at least annually to all Subscribers, and at any time upon request:

i. Products and services offered;

ii. Prices and options for programming services and conditions of subscription to programming and other services;

iii. Installation and service maintenance policies;

iv. Instructions on how to use the Cable Service;

v. Channel positions of programming carried on the Cable System; and

vi. Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

B. In accordance with applicable law, Franchisee shall notify Subscribers of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes if the change is within the control of the Franchisee. In addition, the Franchisee shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by §5.A above. Franchisee shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, franchise fee or any other fee, tax, assessment, or charge of any kind imposed by any federal agency, the Commonwealth of Virginia, or the Town on the transaction between Franchisee and the Subscriber. Advance notice is not required for the launch of new channels when offered on a subscription basis or added to an existing service tier at no additional cost to the Subscriber. The written notices required by this section may be provided electronically.



## Memorandum

To: Mayor Boies and Members of Town Council  
From: Waverly Coggsdale, Town Manager  
Date: October 28, 2021  
Re: Transient Occupancy Tax (Short Term Rental) Code Amendment – Public Hearing

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### **BACKGROUND:**

Recently the Town Council approved Short Term Rentals (STR) as a permitted use in the Town's Unified Development Ordinance. Tonight, Town Council will conduct a public hearing on an ordinance text amendment to Chapter 78, Article VII. – Transient Occupancy Tax Section 78-256 "Definitions" and Section 78-262 "Exemptions" of the Town Code. This amendment will modify the definition of "Hotel" to include short term rentals and strikes language that previously prohibited the tax from being charge on certain single-family dwellings and condominium units that provide certain services. The Code of Virginia §58.1-3826 "Scope of transient occupancy tax" sets forth how the tax shall be imposed and collected. The Finance and Personnel Committee (4-0) recommends approval of this amendment.

### **FISCAL IMPACT:**

The approval of this ordinance text amendment will allow the town's transient occupancy (lodging) tax to be levied on a wider variety of properties. The Town's current transient occupancy (lodging) tax rate is 6%. The FY2022 Adopted Budget includes revenue projections of \$154,140 from the tax.

**REQUEST:** Staff request Town Council to hold the public hearing. Later in the meeting Town Council will discuss this item and staff further requests that Town Council provide a consensus on whether to place this item on the Tuesday, November 9, 2021 Regular Meeting of Town Council for additional discussion and/or action.

Town Council will conduct a public hearing on the Transient Occupancy (Lodging) Tax ordinance text amendment.
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**Amendments for the purposes of including short-term rentals as taxable transient lodging.**

## **CHAPTER 78, ARTICLE VII. - TRANSIENT OCCUPANCY TAX**

### **Sec. 78-256. - Definitions.**

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

*Hotel* means any public or private hotel, inn, apartment hotel, bed and breakfast, hostelry, tourist home or house, motel, roominghouse, *short-term rental* or other lodging place within the town offering lodging for ~~two~~ *one* or more persons at any one time, and the owner and operator thereof, who, for compensation, furnishes lodging to any transients.

*Room or space rental* means the total charge made by any hotel or travel campground for lodging or space furnished any transient. If the charges made by such hotel or travel campground to transients include any charge for services or accommodations, in addition to that of lodging, and the use of space, then such portion of the total charge as represents only room and space rental shall be distinctly set out and billed to such transient by such hotel or travel campground as a separate item.

*Transient* means any natural person who, for any period of not more than 30 consecutive days, either at his own expense or at the expense of another, obtains lodging or the use of any space in any hotel or travel campground for which lodging or use of space a charge is made.

*Travel campground* means any area or tract of land used to accommodate two or more camping parties, including tents, travel trailers or other camping outfits.

(Ord. of 12-12-2006(3))

### **Sec. 78-257. - Penalty for violation.**

Any person violating or failing to comply with any of the provisions of this article shall be guilty of a class 3 misdemeanor. Each such violation or failure and each day's continuance thereof shall constitute a separate offense. Such conviction shall not relieve any such person from the payment, collection or remittance of the tax as provided in this article.

(Ord. of 12-12-2006(3))

**Sec. 78-258. - Amount and levy.**

There is hereby imposed and levied by the town, in addition to all other taxes, fees, and charges of every kind, now or hereafter imposed by law, a tax in the amount of six percent of the total amount paid for room or space rental to any hotel or travel campground.

(Ord. of 12-12-2006(3); Ord. of 6-14-2016(1))

**Sec. 78-259. - Collection.**

Every person receiving any payment of room or space rental with respect to which a tax is levied under this article, shall collect the amount of tax hereby imposed from the transient on whom the same is levied or from the person paying for such room or space rental, at the time payment for such rooms or space is made, and the tax shall be paid to the town.

(Ord. of 12-12-2006(3))

**Sec. 78-260. - Administrative guidelines.**

The town manager shall establish guidelines as necessary to administer the terms of this article.

(Ord. of 12-12-2006(3))

**Sec. 78-261. - Reports and remittances.**

The person collecting any tax levied under this article shall make out a report upon forms, setting forth information as the director of finance may prescribe and require, showing the amount of room or space rental charges collected and the tax required to be collected, and shall sign and deliver the same, along with a remittance of such tax, to the director of finance. Such reports and remittances shall be made to the director of finance on or before the twentieth day of the calendar month following the month being reported.

(Ord. of 12-12-2006(3))

**Sec. 78-262. - Exemptions.**

No tax shall be payable under this article on room or space rental paid to any hospital, medical clinic, convalescent home or home for the aged. ~~No tax shall be payable under this article on individually owned single family homes or condominium units which are rented through an agency which provides advertising, reservations, housekeeping, accounting, and/or check in services.~~

(Ord. of 12-12-2006(3))

**Sec. 78-263. - Advertising payment or absorption of tax.**

No person shall advertise or hold out to the public in any manner, directly or indirectly, that all or any part of a tax imposed under this article will be paid or absorbed by him or by anyone else, or that he or anyone else will relieve any purchaser of the payment of all or any part of such tax.

(Ord. of 12-12-2006(3))

**Sec. 78-264. - Penalty and interest for failure to remit taxes when due.**

If any person whose duty it is to do so shall fail or refuse to remit to the director of finance the tax required to be collected under this article, within the time and in the amount specified in this article, there shall be added to such tax by the director of finance a penalty as set from time to time by the town council. In addition, there shall be added to such unpaid tax interest at a rate as set from time to time by the town council on the amount of tax delinquent, such interest to commence on the first day of the month following the month in which such taxes are due. For the second and subsequent years of delinquency, interest shall be imposed at the rate established pursuant to section 6621 of the Internal Revenue Code of 1954, as amended, or at a rate as set from time to time by the town council, whichever is greater.

(Ord. of 12-12-2006(3))

**Sec. 78-265. - Procedure upon failure or refusal to collect taxes or make remittances and reports.**

If any person whose duty it is to do so shall fail or refuse to collect the tax imposed under this article or to make within the time provided in this article the reports and remittances required by this article, the director of finance shall proceed in such a manner as he may deem best to obtain the facts and information as he is able to obtain upon which to base the assessment of any tax payable by any person who has failed or refused to collect such tax or to make such report and remittance. He shall proceed to determine and

assess against such person such tax and penalty by registered mail at his last known place of address of the amount of such tax and interest and penalty and the total amount thereof shall be payable within ten days from the date of such notice.

(Ord. of 12-12-2006(3))

**Sec. 78-266. - Preservation of records.**

It shall be the duty of every person required by this article to pay to the town the taxes imposed by this article to keep and to preserve for a period of two years records showing all purchases taxable under this article, the amount charged the purchaser for each purchase, the date thereof, the taxes collected thereon and the amount of tax required to be collected by this article. The director of finance or his duly authorized agents shall have the power to examine such records at reasonable times and without unreasonable interference with the business of such person, for the purpose of administering and enforcing the provisions of this article and to make transcripts of all or any parts thereof.

(Ord. of 12-12-2006(3))

**Sec. 78-267. - Cessation of business; report and tax due immediately.**

Whenever any person required to collect and pay to the town a tax under this article shall cease to operate and shall otherwise dispose of his business, any tax payable under the provisions of this article shall become immediately due and payable. Such person shall immediately make a report and pay the tax due.

(Ord. of 12-12-2006(3))



# ACTION ITEM(S)



**MINUTES OF THE STRASBURG TOWN COUNCIL WORK SESSION HELD ON TUESDAY, OCTOBER 5<sup>th</sup>, 2021, AT 7 P.M. IN THE COUNCIL CHAMBERS OF THE STRASBURG TOWN HALL.**

**COUNCIL MEMBERS PRESENT:** Mayor Boies, Vice Mayor Cherrix, and Council Members Hooser, Massoud, Monahan, Nicholson, Reynolds, Ricard, and Weaver. Absent:

Mayor Boies called the Work Session to order.

**Public Hearing:**

**1.) UDO Amendment – Short Term Rentals Ordinance**

**To receive public comment on amendments to UDO Sections 6.2 Bed and Breakfast Establishments and 7.2 Definitions to allow for Short Term Rentals in certain zoning districts.**

**P&Z Administrator Pambid** reviewed how we got to this point. This is an amendment to the UDO to allow Short Term Rentals. Currently, we only allow Bed and Breakfast, but we are now having more people request to open a short term rental. There has been public engagement with multiple public input session, including an online survey. The Planning commission and Town Council previously held public hearings on June 22 and July 13, respectively. The ordinance has gone through three legal reviews, and the Planning Commission recommended approval to the Town Council on a 6-1 vote at its September 28<sup>th</sup> meeting.

Points of discussion or issues included:

- Accountability, ownership/business structure
- By right (commercial) versus Special Use Permit (all residential districts)
- Housing inventory – much discussion on taking affordable housing out of the market. Most of the STR interest will be in the County; Staff does not feel it will be enough to affect the market.
- Taxation – this will allow the taxation of STR
- Performance Standards – several robust performance standards have been included and these have been reviewed by the Town Attorney.

**The Public Hearing opened at 7:06 p.m.**

Cath Stanley, 153 Signal Court, Strasburg, VA: Stated she had questions from the latest version of the ordinance that she hoped would be addressed before a vote would be taken.

**QUESTIONS ON PROPOSED UDO CHANGES**

Section 6.2.1 stated that this UDO's performance requirements are in addition to those laid out by the state and county.

- How does Shenandoah County define short term rental?
- What does the County require of Short Term Rentals?

6.2.2 A.b Is there a checklist for the life Safety Inspection performed by the County? Does such a checklist exist?

6.2.2.A.d How often will the review for compliance of all applicable performance standards in this UDO be accomplished? (Annually/bi-annually/more often?)

6.2.2.A.g.iii UDO Section 6.12 does not address noise. The noise regulations in the Town Code are onerous so hopefully as a Short Term Rental operator, we can summarize in plain language.

#### QUESTIONS ON TOWN CODE CHANGES

##### Section 78-356 - DEFINITIONS

- Why aren't Short Term Rental covered by tourist housing or even other. This section appears to be all inclusive if a person obtains money for lodging than the Transient Occupancy tax applies

##### Section 78- 262 - EXEMPTIONS

- It appears there is an exemption for houses or condo units that go through platforms such as AirBnB and VRBO to reach customers. Why were these exempt?

She felt 70.366 already addressed STR because it states that if you rent your property or any portion of your property for less than 30 days, you pay lodging tax. They pay lodging tax on their STR. Today, she read 78-262, it appears that if you go through a platform such as AirBnB, you are exempt.

They have been in business for 14 months and they have paid over \$2,000 in lodging tax.

**Council Member Massoud** asked again how much they had paid in taxes, and it was over \$2,000.

**Kim Bishop, 728 Crystal Lane, Strasburg, VA:** Stated she went to the Planning Commission meeting. She would like for Council to take into consideration when asking for a SUP, to get the views of the neighbors as to how they feel to have a STR in the neighborhood. If someone is buying homes and can come in and fix up a STR, this might take some of the inventory out and drive prices up.

**Being no other speakers, the Public Hearing closed at 7:12 p.m.**

#### *Citizen comments on non-agenda items:*

**Kim Bishop, 728 Crystal Lane, Strasburg, VA:** "Before I begin my comments, I want to point out that I am not personally offended by any of the businesses that I will mention and wish them much success. I simply want to point out that the rules are unfairly enforced in town.

My first comment will be on an issue that was around before I was on Council and while I was on Council which is our ordinances being complaint driven. Complaint driven rules lead to harassment, plain and simple. If people don't like a citizen, they will use the government to harass them. And perhaps when there is nothing better for the town ordinance officer to deal with than tall grass, it would be okay, but really is that our main focus? And, why is it only ONE yard that gets complained about? Yes, I am speaking of E Pearls. I don't see the hobby shop owners taking care of the tires and tall grass gracing the back of their shed or dealing with the rusting truck sitting in their parking area. I don't see Mr. Boyd or the Lutheran Church dealing with the storage container and tools and trash and tall grass sitting behind the same property. Also, there is a motor home parked in the back yard behind all these same properties not covered and not fenced in (as the ordinance states must be done). Also, the town sprays weeds with weed killer and lets it sit and die and stay. And, let's not forget that the Hi Neighbor building which was supposed to be finished three or four years ago, sits undone and containing dead critters and pigeons which poop everywhere, and the windows have still not been tended to. All this surrounding the E Pearls property. Why are they the only ones getting letters from the town? Harassment? I think so. I guess I'll have to get some citizens to write up complaints, too. Then the town can waste more resources on really unnecessary complaints. Is that what we want?

Also, sidewalk issues. Again, E Pearls has received complaints about the plants on the sidewalk.

Fair, they are right now not in compliance... HOWEVER, I could say the same about the Doggery and Lydia's and Berg Nation and the coffee shop and the brew pub. Have you tried walking down the street when there are tables in the way? Or signs sitting in the path? Or the flags hanging so low they hit you in the face? Should we get people to write up complaints about those businesses, too? Isn't it fair game? I won't even mention the window displays that are out of compliance. Yes we could keep our town very busy with complaint driven ordinances or we could make it so all issues should get letters by having the enforcement officer walk around and send everybody letters, Or, we could fix the ordinances. I mean, I honestly do not have a solution, but the harassment is real and needs to be addressed.

I'd also like to bring to your attention that our town works employees are not being used to their best potential. Since my husband's passing, I have been walking at the town trail often and am stunned at how often the grass is mowed and how much of the grass is mowed. We have underground pipes that need cameras run through them to look for cracks. We have sidewalks and curbs that need fixing. And, as a citizen and former Council person, I think infrastructure should take precedence over grass, at least as often as it gets mowed. How many public works employees have we lost recently? Maybe we should be asking why.

On a different subject, I would like to encourage you all to watch as Summit Crossing, AKA Cedarless Valley, begins development. There are strict environmental guidelines that need to be followed and since the staff is so over worked now (maybe dealing with harassing ordinances?), I would encourage you all to watch. Make sure they put up barriers to stop water erosion. Talk to the neighboring communities when they start blasting again. Just watch them. Thanks for your time."

**Action Item:**

**1.) Approval of Minutes**

**The minutes of the September 7<sup>th</sup>, 2021, Town Council Work Session were approved as presented.**

**Discussion Item:**

**1.) UDO Amendment – Short Term Rentals Ordinance**

*Description: Consideration of public hearing comments and Planning Commission recommendation on amendments to UDO Sections 6.2 Bed and Breakfast Establishments and 7.2 Definitions to allow for Short Term Rentals in certain zoning districts.*

**Council Member Massoud** asked if other locales have ordinances about STRs and how does ours compare. **P&Z Administrator Pambid** said the genesis of ours was from the Town of New Market. **Amanda Kerns**, Northern Shenandoah Valley Regional Commission, had done significant research on other ordinances and the one we have come up with takes in many of the best components. They looked at Shenandoah and Rockingham Counties, Staunton, and Winchester.

**Council Member Massoud** asked how well New Market's was working. **P&Z Administrator Pambid** said he thinks it was approved nine to 12 months ago and he will check to see how it is going.

**Vice Mayor Cherrix** said he missed the actual definition of a STR. **Council Member Monahan** said they referenced the State Code, and it is for lodging less than 30 days. **Vice Mayor Cherrix** thinks it should be up-front in the ordinance. **Mayor Boies** said it is an addition to 6.2.2A and Vice Mayor Cherrix thought it should be specifically written out.

**P&Z Administrator Pambid** said we don't control State Code and if they were to change the definition, we would have to amend the Code. If this is passed, the current definition of State Code could be added to an information packet. **Vice Mayor Cherrix** thinks that would be

good customer service to have the definition in the packet, so the applicants do not have to search for it.

**Vice Mayor Cherrix** asked about the enforcement. If this is a personal house, we shouldn't be getting in their business of what they do with their own property.

**P&Z Administrator Pambid** said this is not a Strasburg specific question. There are ways to search through the STR data base and a register can be developed. We have two immediate vehicles for enforcement; one is complaint driven, and **Vice Mayor Cherrix** said there are ways around this. **Council Member Monahan** said when you go to the sites, you can see what is on the market. **Vice Mayor Cherrix** said that is a business and it was noted if you rent a house, it is a business. **Mayor Boies** said you trust that every citizen will go the right avenue. Neighbors can check out VRBO or AirBnB and see if it is on the market. What **Vice Mayor Cherrix** is stating is relevant to everything in the UDO in that it is your own property. **Vice Mayor Cherrix** said we have a lot of people who rent property in the town so will they have to go through the same standards that a STR will go through? **P&Z Administrator Pambid** said if we are going to get into a conversation over LTR vs. STR, we are expanding the discussion. Leases that are more than 30 days, the standard building codes would prevail. We are specifically talking about a transient occupancy type of facility. **Vice Mayor Cherrix** said if you are taxing STR, shouldn't we tax the LTR? **Mayor Boies** said we can look at LTR and see if it should be taxed differently.

**Council Member Massoud** would like to know the rules of LTR sooner rather than later. He said he has some problems with this.

**Council Member Reynolds** said the reason you see so many restrictions for STR is that it is still relatively new. People have been leasing LTR for a long time and there is precedence. For STR, there is no precedence. The Planning Commission pushed for ways to protect the renter and surrounding area. We wanted to cause the least amount of destruction in the communities so no one could take advantage of the STRs.

**Council Member Ricard** said it is a whole different ballgame when leasing a LTR. It is totally different on how a person treats their home and how they treat a weekend place.

**Vice Mayor Cherrix** asked if there is something different for hotels and **P&Z Administrator Pambid** said we do not have performance standards for these because of the difference of the residential districts vs. the commercial districts. Hotel and motels are built under different building standards. **Mayor Boies** said there are tougher standards for hotels and motels.

**Council Member Monahan** said this ordinance is very detailed and a lot of work was put into it. It was said we started this process because they are not allowed in town. **P&Z Administrator Pambid** said they saw what New Market was getting done so he and **former Town Manager Pearson** got the NSVRC on board to help with this. As research was done, they looked on the platforms and saw there were about five STRs within the town limits which is not many. The original thought was to bring them in legally. If they were being operated without it being an approved use, then make it an approved use.

**Council Member Monahan** asked if the zoning use districts has changed except for the commercial they will need a SUP. **P&Z Administrator Pambid** said it is by-right in the community commercial and highway commercial and by SUP in the other districts.

**Council Member Monahan** asked what standard will be brought before the Planning Commission and Town Council to say yes or no. **P&Z Administrator Pambid** said each will

have to be reviewed by their own standards. The performance standards will be the first and if they can't meet that, then it would be recommended to say no.

**Council Member Monahan** said if investors buy a house for a rental unit and then see how much they can make for renting it out per week, is there anything they can do if we find a lot of places are being used as a STR.

**P&Z Administrator Pambid** said Council could set a percentage or a set number. Applicants are told that if it is a discretionary application, they should not expect to get the SUP. The only type of application that you can expect to obtain is if it is by-right and then you still must meet certain standards.

**Council Member Hooser** said he would like to see more specific language so they can avoid why did you approve this one and not that one. He would like to see more restrictions as to where they are allowed. A person from Northern Virginia can pay more and then a local person cannot afford it and it is a transient person staying there. Discussion took place on the type of people that might be renting these and it was said some might be running from the law.

**Mayor Boies** thanked the Planning Commission for their work. A lot of work has gone into this. She asked if **Council Member Reynolds** if this has been thought about. **Council Member Reynolds** said putting a limit on the number of units has been interesting. She asked about it and the answer was always that they were not seeing a lot of interest in the STR in town and so they thought it was best to go with SUP. With the standards, you could give a permit if the standards are met, but when would it appear that there are too many? If we get too many, should the ordinance be changed?

**Council Member Nicholson** asked about the houses in the historic district. It is very specific as to what is by-right and SUP. **Council Member Nicholson** said Madison Heights has subdivision covenants and she isn't sure how that would fit in.

**P&Z Administrator Pambid** said if a home is in the historic district, but is in the commercial district, they could come in and do this by-right. Covenants are private and the town does not enforce these.

**Council Member Nicholson** said the HOA in Madison Heights became dysfunctional and it was turned over to the Town. **P&Z Administrator Pambid** said the Town is still not subject to the covenants of the subdivision.

**Council Member Weaver** said this would be a good time for the local HOA's to look at their covenants.

**Vice Mayor Cherrix** said if you specify 15 as the number, there is no change in the number and you get on a waiting list. You can cap it and the SUP is your license.

**Mayor Boies** asked if there were other localities that put caps on the number of units, but **P&Z Administrator Pambid** said they did not find any.

**Council Member Monahan** said **Council Member Nicholson** and **Council Member Weaver** brought up good ideas. In her HOA, they already have this prohibited, but they are private. What happens if someone writes a contract and gets approval of the town, and then the HOA would get complaints. Can you keep contact information on HOAs to help with this? **P&Z Administrator Pambid** said he believes in checklists, and this would be good. He does this with fences. He asks if they have applied to their HOA for approval.

**Mayor Boies** said we are to vote on this next week. Are we ready for this by next week? It sounds like adding a checklist isn't a big deal. If we add a number, would it have to go back to the Planning Commission? **Town Manager Coggsdale** doesn't think it would have to go back to the Planning Commission, but it could be a substantial change and another Public Hearing might have to be held.

**Council Member Nicholson** thinks the citizen comments need to be considered. **Mayor Boies** said she will make sure the staff gets the citizens the answers. She thanked **Kath Stanley** and **Tom Grant**, who are always booked at their STR, and bring tourists to the community. The first thing people do is look for STRs in quaint towns. People aren't coming in to rent because they are criminals on the move. We need to think about this practically. In regard to County and State laws, **P&Z Administrator Pambid** said whatever is the most stringent will prevail. Town regulations will prevail every time.

Some of the items awaiting information are:

- Checklist for Shenandoah County
- Compliance standards – how often are they inspected/checked
- Noise ordinance will be corrected.
- SUP and notifying adjacent property owners – State law requires this be sent to everybody within 500 feet.

**Kim Bishop** asked if anyone has talked with people in the community about this. She has concerns with this being in a neighborhood. What do people think of this being in their neighborhood?

**Mayor Boies** said there has been a lot of informational sessions or public engagement period. **P&Z Administrator Pambid** said it was advertised on social media and an ad in the newspaper. They did everything they could to get the word out. They did an online survey. Staff feels comfortable with the level of engagement and comments.

**Vice Mayor Cherrix** said he has not asked any of his neighbors.

**Mayor Boies** said if they are ready to vote next week or if they want to place a number on the units. She asked individual Council Members for their views.

**Council Member Weaver:** In answer to **Kim Bishop's** question, he has a group of people who he asks about agenda items. A robust tourism economy has hotels, BandB's, and STRs and so he thinks we need that. We are addressing something that is already happening. He would like a hard cap because he likes rules and regulations, but if we can get this through a SUP, he can go along with that. He can go along with how it is written. It is good enough.

**Council Member Ricard:** She is good with it. Every time someone moves out of their rentals, she says we have to clean. It is hard work to rent out property. It is a specific type of person who will do this. It will not be a problem.

**Council Member Reynolds:** Prepared to vote.

**Council Member Nicholson:** Prepared to vote

**Council Member Monahan:** Prepared to vote

**Council Member Massoud:** Cannot support this

**Council Member Hooser:** Would like certain amendments. He is in favor of STRs in downtown, but not in neighborhoods.

**Vice Mayor Cherrix:** Should not be in high density neighborhoods. Put a hard cap on the number to be allowed.

**Council Member Massoud** said he feels we are regulating something that should not be regulated, and he doesn't want to tax this.

**Mayor Boies** said finding out if Members are ready to vote is not set in stone as people can change their minds. She is not asking how they will vote, but if they are ready to vote.

**Council Member Monahan** asked **Council Member Reynolds** how comfortable she is with managing this through an SUP. **Council Member Reynolds** said she thinks it can be controlled with an SUP. She is not sure it is her preferred method, but she thinks it would work just fine. **Mayor Boies** said the reality of the real estate market should be kept in mind. If a person only wants property for a STR, they must go through the SUP process; this is not written to be business friendly for a person wanting to have a STR.

**Council Member Massoud** said he feels we are trying to impose rules when we don't have a problem.

## **2.) Lodging Tax Amendment for Short Term Rentals**

*Description: Consensus of the Finance and Personnel Committee to consider an amendment to the Town Code for taxes on the gross proceeds arising from short-term rental property.*

**Town Manager Coggsdale** said this is the taxation portion for the zoning just discussed. The Finance and Personnel Committee has reviewed a draft text amendment that would incorporate "Short Term Rentals" into the existing Transient Occupancy (Lodging) Tax ordinance. The committee recommended moving this to Council. Until the UDO Text Amendment is approved, taxation is irrelevant. If the text amendment is approved, a Public Hearing would need to be set on the Transient Occupancy Tax ordinance amendment. The draft ordinance is in the packet. There is no rush about this. It is an additional part of the STRs and Council can give direction to staff at the October 12, 2021, meeting if the text amendment is approved.

**Mayor Boies** said it was the consensus to move this to the Work Session.

**Vice Mayor Cherrix** asked if the tax would be the same as if a person were to stay in a hotel/motel and that was correct.

**Town Manager Coggsdale** said a public hearing would be needed so this will not be voted on next week.

**Council Member Massoud** said assuming this is to pass, how much does the town expect to receive. **Director of Finance Fletcher** said she has not done any projections on how much they are expecting to receive.

## **3.) Employee Personnel Policies Manual – Holiday Schedule Review**

*Description: Recommendation from the Finance and Personnel Committee to add Veteran's Day to the Town's list of holidays.*

**Town Manager Coggsdale** said this was reviewed at the Finance and Personnel Committee and the committee recommended Veterans Day be added to the list of observed holidays.

**Mayor Boies** said a chart was given on what other localities do. A list of holidays and floater days was shown.



**Council Member Reynolds** said she would be remiss if she did not say she was disappointed in Juneteenth not being added, but she will be supporting the proposed calendar.

**Vice Mayor Cherrix** said he is in favor of Veterans Day, but it had previously been discussed to take away a floater day for a holiday when Juneteenth was discussed. **Interim Town Manager McKinley** said he thought most would like to have the floater day over a holiday. He felt he should bring this up in this discussion since it is a holiday.

**Mayor Boies** said we are not taking away a floater day, but adding another holiday.

**Council Member Massoud** said Veterans Day is a very solemn day for most. It is a day to reflect for what we have as far as our freedom. He understands we are adding a small burden to the taxpayer, but he feels most people feel very strongly about Veterans Day and he supports this. He sympathizes with **Council Member Reynolds** and we do need to do something in our country to honor freed slaves. He said maybe we should have something every year for Juneteenth.

**Town Manager Coggsdale** said the State adds more days to its calendar depending on the Governor's discretion.

**Council Member Ricard** said her dad served for 32 years and she asked him what he thought of this, and he said it will just be another day off. She thinks it will be forgotten if it is a day off. If people work, something could be done to remind them of what Veterans Day is.

**Council Member Monahan** said she used to work on Veterans Day and now she has the day off by her choice. She can raise her child to respect the day. We will always get those who don't get it.

**Council Member Weaver** said he is on the committee which advanced it now.

**Mayor Boies** said it appears Council will have enough support to move it forward.

**Vice Mayor Cherrix** said he is with **Council Member Ricard**. He has never had Veterans Day off. Independence Day feels like that already. There are special things we can do. Unless you are military oriented, it is just a day off.

#### **4.) Northern Shenandoah Business Park/Economic Development**

*Description: Follow up to the September 7<sup>th</sup> IDA/County ED presentation.*

**Town Manager Coggsdale** said this has come from the September 7<sup>th</sup> meeting. There are two plans that deal with the development of the park. The Shenandoah County Economic Plan Update and the Camoin Plan provide guidance and insight on the park as well as initiatives between the County and Town.

What direction do we want to move forward?

**Council Member Massoud** said that the last debate we had was a tough issue. Whatever the vote, each felt they were doing the best thing for the town. The vote helped re-enforce that this town is

not business friendly. We need to be talking about bringing jobs in here and we need to understand that a blue-collar job is just as important as a white collar job.

**Mayor Boies** said this has been on her mind since the second vote. The perception of turning down two businesses was a communication issue. We need to keep working on open communication. We need to continue having the conversations, so we know better where we are. She thinks we all want the same thing. We were painted as anti-blue collar and that is absolutely wrong. Her message to the IDA is that we need to be on the same page. We want to embrace economic development.

**Council Member Nicholson** would like to talk about an industrial park and a business park. We are getting it confused. Which do we want? She thinks of a business park as banking, computers, etc.. An Industrial Park is industrial.

**Town Manager Coggsdale** said **Council Member Nicholson** makes a good point. Both terms apply to that park. He doesn't know how important the name is. The key thing is Council knowing what they would like to see out there. This is the communication that needs to be heard.

**Council Member Nicholson** said the vote at the last time, we entertained a change to the UDO that would affect the entire town. She would like to not vote on the business and the UDO on the same night. It makes us look like we aren't business friendly. **P&Z Administrator Pambid** said the last cycle was to only amend the UDO to allow for a specific purpose. The applicant had a specific piece of property in mind, but Town Council should not have been considering a specific site. The ordinance amendment was not about the specific site and was only on the zoning amendment.

**Mayor Boies** said we need to focus on only one thing, the organization structure.

**Council Member Monahan** said before we look at anything else, can we get the property downtown taken out of this zoning district? **Town Manager Coggsdale** said it is business park/light industrial. An overlay district or a separate district can be made. You would not have to deal with downtown. **Consensus was to make this change.** **Town Manager Coggsdale** said there will be some additional conversations on what they will want in the district. They need to be specific on what they want in the park.

**Council Member Monahan** said she and **Council Member Reynolds** discussed this. She listened to the Planning Commission that said industry needs to go to the back of the park and business near the front. She does not know about this. The first vote was for storage units, and this was not bringing in much tax money. In talking with the IDA, she would love if they would come to the Town Manager and get the feeling on how Council will react to the proposed business.

**Mayor Boies** said not all requests are coming from the IDA as there are private property owners out there.

**Council Member Nicholson** said her vote will be by the people and not how she might individually feel.

**Council Member Monahan** said **Council Member Nicholson** already knows how people feel.

**Council Member Reynolds** said she agrees with the things that have been said about the identity of the park. We have an asphalt plant and a call center. She was reading a document in the packet

about being flexible in the selection of businesses. Lots of things go into making decisions. There are a lot of moving parts, and this makes the decision making difficult. Manufacturing is what she would like to see in the park. This could strike a balance between industrial and business. Some of the studies and recommendations lists improving quality of life and she thinks Strasburg has done a great job with that. We have budgeted for the road, and we are checking off a lot of things. We are not doing so well in site readiness, but it is on Council's mind. The marketability is what suffers out there. Are we able to market ourselves as both?

**Council Member Weaver** said we need to keep in mind that when we refer to plans, there is no good plan that is not adaptable. Plans that can't be changed to changing conditions, is not a good plan. We need to adapt.

**Vice Mayor Cherrix** doesn't think the name is going to stop anybody. It must get out there that the space is there. We can't make the private owners make their land site ready. If we don't start putting things in there, it will keep getting looked over. We have to adapt to a plan or make it fit.

**Mayor Boies** said all agree. We want to produce jobs and provide a tax base. Do we want a threshold for the number of jobs we want? **Vice Mayor Cherrix** said it is not the size of the business, but what they are doing.

**Council Member Massoud** said with the Camoin Plan, we invested in bringing in the most jobs we can. He is not sure what the right number is as far as the number of jobs. Many are confused with the issue of zoning. He was planning to vote against the by-right change as he thought it was a by-right change for the entire town so he was afraid there would be a truck repair place beside Food Lion and he was surprised that it was not for the entire town.

**Mayor Boies** said communication is key. Being clear on what the ordinance should say is important. She likes the thorough packets that are being sent out. We want jobs, tax revenue, and the park filled up. We are not saying white collar or blue collar.

**Vice Mayor Cherrix** said a lot of it is that it doesn't matter what it is as long as it has an impact on the town.

**Town Manager Coggsdale** said we will work on an ordinance for the park only. Other areas can be added later, if so wanted.

**Town Manager Coggsdale** said communication with economic development is going to rise substantially. Council is the decision makers so they have to be informed. You might not know the names of companies. Jobs and the sector they are in is what Council should know about. Working with the County to make sure we are being considered is his commitment to Council.

**Old or Unfinished Business:**

**Vice Mayor Cherrix** asked about trash service. **Town Manager Coggsdale** said he will send out a formal memo about the meeting that he and **Director of Public Works McKinley** had with Waste Management. If people report to Council that they are picking up trash before 6 a.m., let staff know. They had a good discussion. The problem around Labor Day was a communication issue. When the bids went out, we only had one bid. We will continue working on this, and it will be explored if there are other options. The trash truck must be at the scales of the landfill by 3:30 p.m. because it closes at 4 p.m.

Waste Management is a huge company, but where we are serviced from has only one truck. They are a small company under a large umbrella.

**New Business:**

Town Staff is looking into some water issues from the storm on Monday night. Clean-up is ongoing. The telephones and internet were out today at all town facilities. Phones and internet were out today.

**Mayor Boies** reported that representatives of the Strasburg Express will be coming to the Council meeting next week so people could wear purple in support of the team.

**Council Member Nicholson** said, “Recently, Strasburg High School contacted the town in order to do a Homecoming Parade. Different leadership did not understand the process; this parade has not been done for two years because of the pandemic. They were told there wasn’t enough time; that there needed to be at least 60 days and two Council meetings in order to get it approved. The last 18 months have been very difficult on all of us, especially our youth. They have had to endure ZOOM meetings, making classrooms out of the dining room table or wherever they could. Also, they had to deal with shoddy internet service. All this stress in order to keep their grades and stay up on their studies. For 18 months, it was even tough for us as adults. I remember some of them had to figure this all out on their own because they may not have had an adult to help them maneuver this because they had to work during the pandemic.

Fast forward to 2021. A special time known as Homecoming to celebrate the Fall; celebrate our school, only to be shot down by bureaucratic red-tape. Couldn’t we have done a better job of representing our town? They said that we failed to complete the process. Alternatives were given, but we still could have had a teaching moment for the youth of the town, and we failed. Yes, VDOT may not have given a permit, but we could have at least tried. They were told that they could fill out a 25 page form, but Council would probably not approve it, or you could come plead your case, but Council would probably not approve it. I know alternatives were offered, but this was a student plan. We had an opportunity to teach our youth that local government is not the bad guy and that we are not just like our national government. We had just sat in a meeting not two weeks before that and said that process is not how we intended it to be. A small hometown homecoming parade is not out of the question, or it shouldn’t be, at least. I hope the next time we do a better job for our youth and send a better message that we want to work with the schools; that in good faith, we want to be cooperative; and send a message that we want to work with them and be helpful and supportive. And, don’t ever, ever assume what my vote is going to be.”

**Mayor Boies** asked if **Council Member Nicholson** had received the parade clarification that would have answered many of these questions. She met with staff and the school representative. They wanted to block off King Street. They were given the option of having a convoy through town. Staff gave alternatives. They were given the option to come down Holliday Street. A meeting was held with school staff, but Ms. Mason, the teacher who was coordinating this, was not able to attend the meeting, but another teacher took her place so Mayor Boies is not sure if the information was gotten back to Ms. Mason correctly. Mayor Boies does not feel it was a staff issue. It was a communication issue. Homecoming was put off until next week and she is willing to help with getting a convoy organized. We can make this happen. The community is supporting this.

**Town Manager Coggsdale** said he can take an active role and reach out to the school and discuss the alternatives.

**P&Z Administrator Pambid** said those words that Council Member Nicholson quoted were not said. We really wanted to work with the school, but giving staff two weeks was not workable. We can’t go to VDOT two weeks in advance and ask for Route 11 to be closed. Council Member Nicholson asked if something could be done on a yearly basis for events like this. **P&Z Administrator Pambid** said there should be a standard operating document so we can work with

the school for this. There was little information forthcoming from the school. **Town Manager Coggsdale** added that until there is a date, we really can't do anything so the school would need to notify the Town as soon as a date is chosen for Homecoming.

**Mayor Boies** said in the past there was a parade that went down Holliday Street and turned around and went back to the high school. She told them there were rules if they wanted King Street blocked off. She hopes we can compromise with the school.

**Being no further business, the work session adjourned at 9:15 p.m.**

# DISCUSSION ITEM(s)





## Memorandum

To: Mayor Boies and Members of Town Council  
From: Waverly Coggsdale, Town Manager  
Date: October 28, 2021  
Re: Comcast Franchise Agreement

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Town Council held a public hearing earlier this evening on the request of Comcast for issuance of a franchise agreement.

The information included in the Public Hearing portion of the meeting provides more detail regarding the proposed franchise agreement. Following discussion of Town Council, staff will be seeking a consensus regarding placement of this item on the Tuesday, November 9, 2021 Regular Town Council Meeting for additional discussion and/or action.

Town Council has the following options for the November 9, 2021 Regular Meeting:

- Approve the Comcast Franchise Agreement, as presented or modified.
- Deny Comcast's request for issuance of a Franchise Agreement.
- Take no action currently and/or place the item on a future agenda for discussion.



## Memorandum

To: Mayor Boies and Members of Town Council  
From: Waverly Coggsdale, Town Manager  
Date: October 26, 2021  
Re: Transient Occupancy Tax (Short Term Rental) Code Amendment

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Town Council held a public hearing earlier this evening on the proposed amendment to Chapter 78, Article VII. – Transient Occupancy Tax Section 78-256 “Definitions” and Section 78-262 “Exemptions” of the Town Code.

The information included in the Public Hearing portion of the meeting provides more detail regarding the ordinance amendment. Following discussion of Town Council, staff will be seeking a consensus regarding action at the November 9, 2021 Regular Town Council Meeting. Town Council has the following options for the that meeting:

- Accept the Finance & Personnel Committee’s recommendation and approve the ordinance.
- Reject the Finance & Personnel Committee’s recommendation and not approve the amendment.
- Take no action currently and/or place the item on a future agenda for discussion.





## Memorandum

To: Mayor Boies and Members of Town Council  
From: Waverly Coggsdale, Town Manager  
Date: October 28, 2021  
Re: Strasburg Fire Department Restructuring Committee Update

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The Strasburg Fire Department Restructuring Committee meet virtually on Tuesday, October 19, 2021 to review the By-laws. Following discussion, it was the consensus of the Committee to approve the draft By-laws as presented.

The Committee in addition recommends that the Strasburg Fire Department Restructuring Committee be dissolved at 12:00 a.m. on January 1, 2022. This committee was appointed by Town Council, so it would be necessary for Town Council to vote to dissolve it.

If it is Council's desire, this item can be placed on the Tuesday, November 9, 2021 Regular Town Council Meeting for action.



## Memorandum

To: Mayor Boies and Members of Town Council  
From: Waverly Coggsdale, Town Manager  
Date: October 28, 2021  
Re: Round Up/Equal Pay Utility Billing – Finance and Personnel Committee

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The Finance and Personnel Committee, at their September 27, 2021 meeting, renewed discussion in regard to potential programs that could be considered to assist Town water and sewer customers who are experiencing financial difficulties. Two concepts that were previously mentioned and discussed were: 1) Round Up Program; and 2) Equal Pay (Budget) Billing, the Finance & Personnel Committee has asked that the Round Program discussion be placed on a Council Work Session agenda for discussion.

Round Up Program: The concept would be to allow utility customers to “round up” their utility bill to provide funds for individuals that may need assistance. Attached are several items that will refresh everyone’s memory of past discussions on the matter (F&P Committee – March 30<sup>th</sup> PowerPoint slide regarding Round-Up Program Feasibility and April 15, 2021 committee meeting minute excerpts). The Committee, at their September 27, 2021 meeting asked that this item be placed on a future Work Session for discussion by the full Town Council.

**From the March 30<sup>th</sup>, 2021,  
Finance and Personnel  
Committee Meeting**



# Round-Up Program Feasibility

- Current billing software will not allow for a “rounding” rate code
- Could construct a rate code to add a donation (\$1, \$5, \$10, etc.)
- Dollar Energy Fund or another provider could administer directly or as a partner
- Recommend redirecting customers to non-profit partner if Council elects to move forward

**MINUTES OF THE TOWN COUNCIL FINANCE & PERSONNEL COMMITTEE HELD AT THE STRASBURG TOWN HALL ON TUESDAY, MARCH 30<sup>TH</sup>, 2021 AT 7 P.M.**

PRESENT, FINANCE & PERSONNEL: Council Member Nicholson (Chair), Hooser, Massoud, and Weaver.

Council Member Nicholson called the meeting to order.

Citizen Comments:

Action Item:

- *Approval of Minutes:*

Joint meeting of the Finance & Personal Committee and the Public Safety & Ordinance Committee, February 24<sup>th</sup>, 2021

The minutes were approved as presented.

Discussion Items:

**1.) Round-up Program**

*Description:* Update from staff regarding the feasibility of the "Round-up Program" suggestion.

**George Rathore**, citizen, had given a suggestion for citizens to round up their utility bills and put in a fund to help with others people's bills. Town Manager Pearson said the town's current software will not allow us to have a Code for rounding-up. We could create a code to have a donation fund, but this would need to be done manually so a citizen would need to fill-out a form to allow for this.

The suggestion is to do this through a non-profit. One reason for this is that it would allow people to write the donation off on their taxes. A government entity soliciting donations to help with paying other citizen's bills is not good.

**Council Member Massoud** said he agrees it would be good to use a non-profit. He said when a person gets a bill, the citizen could round up a bill. He asked how much we look to have use this and **Town Manager Pearson** is not sure of the viability. Council Member Massoud asked if any of our neighbors do this; **Town Manager Pearson** is not aware of any locality that does this. Large utility companies do this.

**Chairperson Nicholson** asked about the Shenandoah Alliance and **Town Manager Pearson** said they do this on a small scale, but that **Council Member Massoud** was asking about other localities.

**Council Member Weaver** said one of the reasons he donates to Washington Gas is because it is easy to do. Whatever is easiest for the customer and creates a pool of money that stays in the community, he will support. This needs to be easy and we should strive to keep this charitable activity in the community.

**Chairperson Nicholson** asked **Town Manager Pearson** to see if the Shenandoah Alliance could handle something like this for us. **Town Manager Pearson** said we are part of a software purchase group and our current software company caterers to the group. We could ask the other users in the group if they would be interested. This currently would not be as simple as **Council Member Weaver** is describing.

**Council Member Monahan** asked if the Dollar Energy would run this, and if so, how would our own citizens be able to donate to this. **Town Manager Pearson** will have to look into this as he

is not familiar with how the contributions would work. He thinks the town should fund the administrative fee. **Council Member Monahan** said it would be good if Shenandoah Alliance could facilitate this as she would like to keep this local.

**Chairperson Nicholson** said we will continue to have this on our agenda until we get more information.

**Council Member Ricard** said she has had people stop her and try to give her money for the water program. She thinks there is interest in this. She feels we are making it more complicated than it needs to be. **Chairperson Nicholson** said there is another non-profit that runs scholarship that maybe could help with this.

## 2.) FY2021-22 Draft Budget Proposal

*Description: Overview of the draft budget proposal*

**Town Manager Pearson** said there are some disclaimers with this presentation, and he reviewed these. He said meals tax, lodging tax, and sales tax seem to be projecting well. COVID-19 impact has been more tricky than anticipated.

He reviewed the amounts of money that we have received from new construction, and expense overviews of each fund were given.

**Council Member Massoud** asked how much the Assistant Town Manager would get paid. **Town Manager Pearson** said we have a pay scale, and he would recommend hiring in the middle of this scale. He will get this information to Council. More information on the proposed positions will be discussed further later.

**Council Member Reynolds** said the mid-level is \$93,000. **Town Manager Pearson** said the same approach was used for the Zoning Administrator position.

The Trash Fund will be running at a deficit, but we knew this when we went into the contract. The deficit is directly tied with the tipping fees. Our tonnage fees have been going down. We need to have a discussion on this at some point.

No tax increases are proposed. No increase with the water rates, but there will need to be a \$3 minimum bill increase to the sewer fund. Trash will increase to \$12.13 and carts will increase to \$1.02 per month.

The rates and fees were reviewed. **Town Manager Pearson** discussed the Water and Sewer Tap and Connection Fees as they are higher than other localities in our area.

**Council Members Reynolds** and **Hooser** asked if there would be a way to scale the connection fees.

**Town Manager Pearson** showed a slide for potential expenses re-allocation in lieu of rate increases. The change could be 34%-33%-33% to 50%-25%-25%. This is currently not in the draft proposal.

Questions were asked about the connection fees.

**Town Manager Pearson** said the position changes will be looked at in more depth at a later date.



## Memorandum

To: Mayor Boies and Members of Town Council  
From: Waverly Coggsdale, Town Manager  
Date: October 28, 2021  
Re: Public Safety and Ordinance Committee Discussion Items

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The Public Safety and Ordinance Committee met on Wednesday, October 20, 2021, with all members in attendance. Staff was asked to place the following items on the Monday, November 1, 2021 Town Council Work Session for discussion/consideration:

### Ordinance Text Amendment – Section 82-8 (Sidewalks and crosswalk prohibitions)

It was the consensus (4-0) of the Committee to consider an amendment to the Town Code (Sec. 82-8) to permit bicycles on streets in the Town while continuing to prohibit other wheeled devices on sidewalks, except electric personal assistive devices. In addition, it was recommended that a civil penalty be added to this section of the Town Code. A copy of the draft ordinance amendment is attached.

If Council would like to proceed with consideration of these ordinance amendments, staff recommends authorization of the required public hearing at the Monday, December 6, 2021 Town Work Session.

### Unified Development Ordinance (UDO)

It was the consensus (4-0) of the Committee to recommend to Town Council that consideration be given to a transition from the current Unified Development Ordinance (Chapter 84 of the Town Code) to a streamlined, easier to understand, user friendly Land Use Regulation document. Following discussion from Council, staff will seek direction.

*A Committee Report regarding other items discussed will be provided at the Town Council's November 9, 2021 Regular Meeting.*

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**Sec. 82-8. Sidewalk and crosswalk zones where bicycles, skateboards and other devices on wheels or runners prohibited.**

- (a) *Generally.* No person shall ride/use *roller skates, skateboards, personal delivery devices, bicycles, scooters), motor drive cycles, or electric power-assisted bicycles, toy* or other devices on runners on or across a sidewalk, roadway or crosswalk, *including those of any church, school, recreational facility, or any business property open to the public where such activity is prohibited by the owner.* ~~where such use of bicycles, roller skates, skateboards, toys or other devices on wheels or runners is prohibited by designation in this section and where~~ *S* signs indicating such prohibition ~~have been~~ *shall be* conspicuously posted in the zones where such use is prohibited.
- (b) *Prohibited zones designated.* The ~~streets,~~ sidewalks, and ~~portions of streets~~ *crosswalks* designated as "prohibited zones" in this section shall be as follows:
- (1) King Street, between Capon Street and Acton Place.
  - (2) Massanutten Street, between Washington Street and King Street.
- (c) ~~As an exception to the foregoing provisions, bicycles may be operated in accordance with all traffic regulations applicable to motor vehicles, on any street in the town.~~
- (c) *Violation declared civil traffic violation. Any violation of this section is punishable as a civil traffic violation pursuant to the ordinances of this town. The fine for any violation of this section will be no less than \$15.00 and no more than \$35.00.*

(Code 1983, § 15-4; Ord. No. 4-90, 7-10-1990; Mo. of 12-9-2008; Ord. of 1-10-2017(1))

Cross reference(s)—Streets, sidewalks and other public places, ch. 74.

State law reference(s)—Similar provisions, Code of Virginia, §§ 46.2-904, 46.2-932.

**NOTES:**

**Personal Delivery Devices** are authorized under the Code of Virginia 46.2-908.1:1 to operate on any sidewalk or crosswalk located in any county, city, or town in the Commonwealth.

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**Sec. 82-9. Motorized skateboards and play vehicles.**

- (a) *Purpose and intent.* It is the purpose and intent of this enactment to provide for the regulation of motorized skateboards and motorized play vehicles in order to protect the safety of pedestrians, bicyclists, motor vehicle drivers and operators of motorized skateboards and motorized play vehicles alike. The increasing prevalence of motorized skateboards, motorized play vehicles, and growing concerns about their safe uses requires local regulation in order to protect the public safety.
- (b) *Definitions.* In this section, unless the context otherwise requires:
- (1) *Motorized skateboard* means a self-propelled device that has a motor, gas or electric, a deck on which a person may ride and at least two tandem wheels in contact with the ground, and which is not otherwise defined in the Code of Virginia of 1950 as amended.
  - (2) *Motorized play vehicle* means a coaster, scooter, any other alternatively fueled device, or other motorized vehicle that is self-propelled by a motor engine, gas or electric, and which is not otherwise defined in the Code of Virginia of 1950 as amended.
- (c) *Prohibited operation.*
- (1) No motorized skateboard or motorized play vehicle may be operated on any public sidewalk, roadway, or any other part of a highway or on any bikeway, bicycle path or trail, equestrian trail, or shared-use path.
  - (2) No motorized skateboard or motorized play vehicle may be operated on any private property of another without the written permission of the owner, the person entitled to immediate possession of the property, or the authorized agent of either.
  - (3) No person shall operate a motorized skateboard or motorized play vehicle on any private property in a manner causing excessive, unnecessary, or offensive noise which disturbs the peace and quiet of any neighborhood or which causes discomfort or annoyance to a reasonable person or normal sensitivity as set forth in section 38-27, article II, chapter 38, of the ordinances of this town.
- (d) *Violation declared civil traffic violation.* Any violation of this section is punishable as a civil traffic violation pursuant to the ordinances of this town. The fine for any violation of this section will be no less than \$15.00 and no more than \$35.00.

(Ord. of 12-14-2004)

**NOTES:**

As written Section 82-9 would prohibit these uses on any public sidewalk, roadway, or any other part of a highway or on any bikeway, bicycle path or trail, equestrian trail, or shared-use path.



Code of Virginia  
Title 46.2. Motor Vehicles  
Subtitle III. Operation  
Chapter 8. Regulation of Traffic  
Article 12. Bicycles

## § 46.2-903. Riding or driving vehicles on sidewalks; exceptions

No person shall ride or drive any vehicle on the sidewalks of any county, city, or town of the Commonwealth other than (i) an emergency vehicle, as defined in § 46.2-920;(ii) a vehicle engaged in snow or ice removal and control operations; (iii) a wheel chair or wheel chair conveyance, whether self-propelled or otherwise; (iv) a bicycle; (v) an electric personal assistive mobility device; (vi) an electric power-assisted bicycle; or (vii) unless otherwise prohibited by ordinance, a motorized skateboard or scooter.

Nothing in this section shall be construed to prohibit any public entity, in accordance with the federal Americans with Disabilities Act of 1990 (P.L. 101-336, 104 Stat. 327) and other applicable state and federal laws, from (a) allowing the use of other power-driven mobility devices, as that term is defined in § 10.1-204, by disabled individuals on a sidewalk or (b) requiring a user of an other power-driven mobility device to provide a credible assurance that the mobility device is required because of the person's disability.

Code 1950, § 33-283; 1958, c. 541, § 46.1-229; 1964, c. 522; 1973, c. 158; 1974, c. 541; 1975, c. 187; 1978, c. 605; 1981, c. 585; 1989, c. 727; 1994, c. 116;2001, c. 834;2002, c. 254;2019, cc. 182, 780.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

## § 46.2-904. Use of roller skates and skateboards on sidewalks and shared-use paths; operation of bicycles and certain motorized and electric items and devices on sidewalks, crosswalks, and shared-use paths; local ordinances

The governing body of any county, city, or town may by ordinance prohibit the use of roller skates, skateboards, and personal delivery devices, and/or the riding of bicycles, electric personal assistive mobility devices, motorized skateboards or scooters, motor-driven cycles, or electric power-assisted bicycles on designated sidewalks or crosswalks, including those of any church, school, recreational facility, or any business property open to the public where such activity is prohibited. Signs indicating such prohibition shall be posted in general areas where use of roller skates, skateboards, and personal delivery devices, and/or bicycle, electric personal assistive mobility devices, motorized skateboards or scooters, motor-driven cycles, or electric power-assisted bicycle riding is prohibited.

A person riding a bicycle, electric personal assistive mobility device, motorized skateboard or scooter, motor-driven cycle, or electric power-assisted bicycle on a sidewalk or shared-use path or across a roadway on a crosswalk shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing any pedestrian. A personal delivery device operated on a sidewalk or shared-use path or across a roadway on a crosswalk shall yield the right-of-way to, or otherwise not unreasonably interfere with, pedestrians.

No person shall ride a bicycle, electric personal assistive mobility device, motorized skateboard or scooter, motor-driven cycle, or electric power-assisted bicycle or operate a personal delivery device on a sidewalk, or across a roadway on a crosswalk, where such use of bicycles, electric personal assistive mobility devices, personal delivery devices, motorized skateboards or scooters, motor-driven cycles, or electric power-assisted bicycles is prohibited by official traffic control devices. No person shall park a bicycle, electric power-assisted bicycle, or motorized skateboard or scooter in a manner that impedes the normal movement of pedestrian or other traffic or where such parking is prohibited by official traffic control devices.

A person riding a bicycle, electric personal assistive mobility device, motorized skateboard or scooter, motor-driven cycle, or electric power-assisted bicycle on a sidewalk or shared-use path or across a roadway on a crosswalk shall have all the rights and duties of a pedestrian under the same circumstances. A personal delivery device operated on a sidewalk or shared-use path or across a roadway on a crosswalk shall have all the rights and duties of a pedestrian under the same circumstances.

Except as otherwise expressly provided, the governing body of a county, city, or town may not enact or enforce any ordinance or resolution related to (i) the design, manufacture, maintenance, licensing, registration, taxation, assessment or other charges, certification, or insurance of a personal delivery device or (ii) the types of property that may be transported by a personal delivery device.

A violation of any ordinance adopted pursuant to this section or any provision of this section shall be punishable by a civil penalty of not more than \$50.

1981, c. 585, § 46.1-229.01; 1984, c. 124; 1989, c. 727; 1999, c. 943; 2001, c. 834; 2002, c. 254; 2003, cc. 29, 46; 2006, cc. 529, 538; 2013, c. 783; 2017, cc. 251, 788; 2019, c. 780; 2020, c. 1269.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

Code of Virginia  
Title 46.2. Motor Vehicles  
Subtitle III. Operation  
Chapter 8. Regulation of Traffic  
Article 12. Bicycles

## § 46.2-908.1. Electric personal assistive mobility devices, electrically powered toy vehicles, electric power-assisted bicycles, and motorized skateboards or scooters

All electric personal assistive mobility devices, electrically powered toy vehicles, and electric power-assisted bicycles shall be equipped with spill-proof, sealed, or gelled electrolyte batteries. No person shall at any time or at any location operate (i) an electric personal assistive mobility device at a speed faster than 25 miles per hour or (ii) a motorized skateboard or scooter at a speed faster than 20 miles per hour. No person shall operate a skateboard or scooter that would otherwise meet the definition of a motorized skateboard or scooter but is capable of speeds greater than 20 miles per hour at a speed greater than 20 miles per hour. No person less than 14 years old shall drive any electric personal assistive mobility device, motorized skateboard or scooter, or class three electric power-assisted bicycle unless under the immediate supervision of a person who is at least 18 years old.

An electric personal assistive mobility device may be operated on any highway with a maximum speed limit of 25 miles per hour or less. An electric personal assistive mobility device shall only operate on any highway authorized by this section if a sidewalk is not provided along such highway or if operation of the electric personal assistive mobility device on such sidewalk is prohibited pursuant to § 46.2-904. Nothing in this section shall prohibit the operation of an electric personal assistive mobility device or motorized skateboard or scooter in the crosswalk of any highway where the use of such crosswalk is authorized for pedestrians, bicycles, or electric power-assisted bicycles.

Operation of electric personal assistive mobility devices, motorized skateboards or scooters, electrically powered toy vehicles, bicycles, and electric power-assisted bicycles is prohibited on any Interstate Highway System component except as provided by the section.

The Commonwealth Transportation Board may authorize the use of bicycles or motorized skateboards or scooters on an Interstate Highway System Component provided the operation is limited to bicycle or pedestrian facilities that are barrier separated from the roadway and automobile traffic and such component meets all applicable safety requirements established by federal and state law.

2001, c. 834;2002, c. 254;2006, cc. 529, 538;2007, cc. 209, 366;2009, c. 795;2013, c. 783;2017, cc. 251, 788;2019, c. 780;2020, cc. 59, 260, 1269.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

## § 46.2-908.1:1. Personal delivery devices

A. A personal delivery device is authorized to operate on any sidewalk or crosswalk located in any county, city, or town in the Commonwealth. If a sidewalk or crosswalk is not accessible or available, a personal delivery device is authorized to operate on the side of any roadway in the Commonwealth, provided that the roadway has a speed limit of 25 miles per hour or less and the personal delivery device does not unreasonably interfere with motor vehicles or traffic. A locality may not prohibit the use of a personal delivery device on a roadway under its jurisdiction as set forth in this subsection, but may by ordinance adopt additional requirements designed to maintain safety for such roadway operation. The Commonwealth Transportation Board may not prohibit the use of a personal delivery device on a roadway under its jurisdiction as set forth in this subsection but may by regulation adopt additional requirements designed to maintain safety for such roadway operation.

B. A personal delivery device shall:

1. Not block any public rights-of-way;
2. Obey all traffic and pedestrian control devices and signs;
3. Operate at a speed that does not exceed 10 miles per hour on sidewalks and crosswalks;
4. Include a unique identifying device number;
5. Include a means of identifying the personal delivery device operator that is in a position and of such a size to be clearly visible; and
6. Be equipped with a braking system that, when active or engaged, will enable such personal delivery device to come to a controlled stop.

C. Any personal delivery device transporting hazardous materials shall comply with the federal Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.) and any corresponding federal regulations. For purposes of this section, hazardous materials include ammunition.

D. Subject to the requirements of this section, a personal delivery device operating on a sidewalk or crosswalk shall have all the rights and responsibilities applicable to a pedestrian under the same circumstance.

E. A personal delivery device operator shall maintain insurance that provides general liability coverage of at least \$100,000 for damages arising from the combined operations of personal delivery devices under a personal delivery device operator's control.

F. Any entity or person who uses a personal delivery device to engage in criminal activity is criminally liable for such activity.

2017, cc. [251](#), [788](#);2020, c. [1269](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.