



REGULAR TOWN COUNCIL MEETING

Tuesday, May 26, 2020 @ 7:00pm
via WEBEX at www.frontroyalva.com/meeting

Public comments, including those for public hearings, shall be sent via email to Clerk of Council Tina Presley at tpresley@frontroyalva.com by 4:00pm on Monday, May 26, 2020. All comments received will be forwarded to Town Council before the meeting and only those comments containing 300 words or less will be read into the minutes.

1. Roll Call
2. Approval of Minutes:
Regular Council Meeting Minutes of May 11, 2020
3. Reports:
 - a. Report of special committees or Town Officials and Interim Town Manager
 - b. Requests and inquiries of Council members.
 - c. Report of the Mayor
* **Town Scholarship Winners Announcement**
 - d. Proposals for addition/deletion of items to the Agenda.
4. **CONSENT AGENDA ITEMS** – (ROLL CALL VOTE REQUIRED) - NONE
5. **PUBLIC HEARING** – Ordinance Amendment to Town Code Section 158-6 Pertaining to Adoption by Reference of the State Motor Vehicular Laws (*1st Reading*)
6. **PUBLIC HEARING** – Ordinance Amendment to Town Code Chapter 12 and Chapter 175-137 regarding Fees (*1st Reading*)
7. **PUBLIC HEARING** – Ordinance Amendment to Town Code Chapter 134 Pertaining to Water and Sewer Rates (*1st Reading*)
8. **PUBLIC HEARING** – FY20-21 Annual Appropriation Ordinance (*1st Reading*)

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The regular meeting of the Town Council of the Town of Front Royal, Virginia was held on May 11, 2020, via WebEx. Public comments were received via email by Clerk of Council Tina L. Presley by 4:00pm on Monday, May 11, 2020. All comments received were forwarded to Town Council before the meeting.

ROLL CALL for MAYOR/TOWN COUNCIL

PRESENT (via WebEx): Mayor Eugene R. Tewalt
Vice Mayor William A. Sealock
Councilman Lori A. Cockrell
Councilman Chris W. Holloway
Councilman Jacob L. Meza
Councilman Letasha T. Thompson
Town Attorney Douglas W. Napier
Interim Town Manager Matthew A. Tederick
Clerk of Council Tina L. Presley

(The above represent municipal officers of the Town of Front Royal as stated in Town Charter Section 4)

APPROVAL OF MINUTES

Councilman Meza moved, seconded by Vice Mayor Sealock to approve the Regular Council Meeting Minutes of April 27, 2020; Work Session Minutes of April 20, April 27 and May 4, 2020; Special Meeting Minutes of April 20, 2020 and Joint Work Session with Board of Supervisors Minutes of May 4, 2020, as presented

Vote: Yes – Councilmen Sealock, Cockrell, Gillispie, Holloway, Meza and Thompson

No – N/A

Abstain – N/A

Absent – N/A

ROLL CALL

REPORTS

a. Report of special committees or Town Officials and Interim Town Manager

Interim Town Manager Tederick read the following into the minutes:

ROAD CLOSURE - HAPPY CREEK ROAD

The Town of Front Royal's Street Maintenance Department will have road closure on Happy Creek Road between Manassas Avenue and Washington Avenue to complete asphalt repairs. Repairs will begin May 12, 2020 (Weather Permitting) between the hours of 7am and 2pm. Signs will be in place. Motorists are asked to use caution while driving in this area and be aware of flaggers and crews working. If you have any questions or concerns, please call Public Works at 540-635-7819.

Partial Government Opening

Staff and I have been thoroughly reviewing Exec. Order 61 along with the accompanying Phase 1 Guidelines put out by the Gov's office on Friday. Town staff, excluding those designated as High Risk based upon VDH guidelines, will be returning on May 18th. Accordingly, here is our plan for a partial re-opening of Town Hall:

- Town Hall Finance Department
 - Citizens are still encouraged to

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- utilize the Drive-Thru/Drop box – The drop box is located on the outside of the building just before the drive-thru window
 - By bills on-line by Credit Card (fees have been waived)
 - By Telephone – at 540-635-7799
 - By Mail - Check/Money Order can be sent to P.O. Box 1560, Front Royal, VA 22630
- Will be opening May 26th for citizens. Any citizen who feels as if they must pay a bill or conduct business with the Finance Department in person are to maintain Social Distancing, no more than 10 in the lobby and encouraged to wear face masks and follow all directions on signs
- All other Town Departments
 - Meetings with citizens will be conducted by appointment only. Please go to the Town Website to obtain the necessary phone numbers
 - All employees have been instructed to disinfect their work area and common space on the hour, every hour during the workday.

Covid-19 Response

- NVD on May 6, 2020 had two articles
 - City to Layoff “most” part-time employees (Regarding Harrisonburg, VA) & Virginia town announces layoffs amid coronavirus outbreak (Regarding Abingdon, VA)
 - In the first article regarding Harrisonburg, some key points:
 - city officials estimated Harrisonburg was going to lose \$4M in projected local revenue as of June 30th
 - City manager said, “as the pandemic continues having an impact on our community, it is now clear that we must take action in order to continue providing core services at a time when we have seen the loss of millions of dollars of vital funds.”
 - In addition, city officials implemented a hiring freeze, stopped capital outlay purchases for nonessential projects, delayed nonessential capital projects
 - City manager said there are no plans yet for how the city’s budget will be impacted for fiscal year 20/21
 - Also, in same article, Staunton fired 64 part-time employees in mid-April
 - In the second article regarding Abingdon, a similar story
 - The town laid off 13 full time and 64 part time employees
 - The town also placed a hold on all nonessential spending such as travel, training, and equipment replacement
 - Work on the 20/21 budget is currently underway
 - The reason I bring up these two stories is this. Members of Council – the Town of Front Royal has led the way and has consistently been two steps in front of this crisis.
 - As for some perspective:

3/12/20 Governor Northam Declares State of Emergency

3/23/20 Gov issues Stay at home orders and closure of Non-Essential businesses. Also, Council approves COVID-19 Emergency Ordinance

3/30/20 Work session General Budget Discussions & Credit Card Convenience Fees discussed

4/3/20 Met with Departments concerning FY20 Budget

4/6/20 Met with Departments concerning FY20 Budget

4/8/20 Internal review draft FY20 Shortfall Document

4/9/20 (Within 17 days from Gov’s closure of businesses, Council was presented scenarios at Work Session to discuss FY20 Budget Potential Shortfalls. Also, at the same Work Session, Council discussed Local Economic Recovery Options to be developed by staff and presented to Council

4/13/20 Met with Departments concerning FY21 Proposed Budget

4/14/20 Met with Departments concerning FY21 Proposed Budget

4/15/20 Met with Department concerning FY21 Proposed Budget Internal Brainstorming on Economic Recovery

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4/16/20 Presentation slides internally reviewed for Economic Recovery
4/20/20 (Within 11 days of planning for FY19/20 shortfalls, Council had a Work Session for
1. Options for Local Economic Recovery
2. Continued Discussion of FY21 Tax Rates
3. FY21 Budget Discussions (Reviewed FY21 Possible Shortfalls)
Special Council meeting to set Tax Rates (2nd Reading)
4/22/20 Economic Recovery Brainstorming Meeting
4/23/20 Draft versions of Economic Recovery Framework created
4/27/20 Council approved FY20 Budget Amendment/Transfer for Contingency Funds
Work Session for Local Economic Recovery & Closed meeting regarding personnel
5/4/20 Work Session discuss advertisement of FY21 Budget Appropriation Ordinance
5/11/20 Public Hearing on providing Local Economic Recovery Assistance

I took the time to offer you this perspective because I think it's important for you to know how your Finance Director and Department Heads have stepped up to the plate and have done an extraordinary job during an unprecedented time period in our history. Also, I think it is important that the citizens realize the forward planning you have done to attack the fallout of this pandemic head on. While other jurisdictions are **just now thinking about what to do**, the Town of Front Royal has basically done it!

- We significantly trimmed this year's budget and identified contingencies for potential shortfall of \$1.65M (with only 2 ½ months of the fiscal year remaining I might add).
- Also, we redid next year's budget and identified contingencies for potential shortfall of \$2.9M or approximately 8.7% excluding power purchase.
- Lastly, a plan has been developed for Local Economic Relief if you decide to institute it. **All this in two months.**

b. Requests and inquiries of Council members.

Councilman Meza congratulated Mr. Tederick and Town Staff on an impressive timeline. He noted that the economic impact to the Town is inevitable. He opined that in light of Executive Order #61 he would be comfortable with meeting in public. Mr. Meza reminded Council of the Public Hearing on the agenda related to economic recovery and suggested deleting this item from the agenda and tabling its action until the next regular Council meeting to allow the Town to creatively support businesses. Mayor Tewalt reminded Council that since the Public Hearing has been advertised the hearing must be held.

Vice Mayor Sealock agreed with tabling the Public Hearing. He also advised Council that Bakertilly was on schedule with their timeline and June 4 was scheduled for Council to discuss interviews further for the position of Town Manager.

Councilman Gillispie agreed with tabling the Public Hearing and thanked Mr. Tederick and Town Staff for their hard work.

Councilman Thompson expressed the importance of rallying support for the Town's businesses.

Councilman Cockrell suggested that Bakertilly set up an in-service to assist Council navigating their online site. Vice Mayor Sealock advised that he would contact Bakertilly and try to schedule a meeting for the May 18 Work Session.

c. Report of the Mayor - None

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d. Proposals for addition/deletion of items to the Agenda – None
-----**CONSENT AGENDA ITEMS – NONE**

PUBLIC HEARING – FY20 Budget Amendment to Utilize Funds from Unrestricted General Funds Reserves to be Donated to a Non-Profit Third Party to Distribute Economic Recovery Assistance to Eligible Businesses Affected by COVID-19 Pandemic.

Mayor Tewalt opened the public hearing. Clerk of Council read the following four comments:

Rick Novak – Royal Cinema/Royal Family Bowling Center

Thank you for considering implementing a local approach to economic recovery for our town due to the Covid-19 outbreak and the resulting devastation to businesses! As you are aware both the Theater and Bowling Center were forced to close due to Governor Northam's Executive order 53 in response to the Covid-19 Pandemic. We are urging you to adopt the recommendations made by staff! We are urging you to ACT NOW! DON'T DELAY! It was already difficult to operate in a small town economy. There is not likely huge reserves in most business accounts to survive the 3 month shut down and the inevitable slow recovery that will occur once we reopen due to "Social Distancing" measures and citizens reluctance to come out of their homes. Many businesses will close forever! In our case at the Royal Cinemas the studios will not release any new movies to the US market until mid-July or when 95% of states are open or not until New York, California and other major cities open due to their playing a key part in the movies financial success.

We have retained all of our staff (9 @ Theater and 15 @ Bowling Center) and paid them 100% during the shutdown! We will retain them when we are allowed to reopen. We were able to do this by not paying our rent for the last 2 months. We don't anticipate being able to pay June's as well. We are facing a dwindling checking account! At the theater we had over \$47,000 in that account before the closure. At the bowling center we had \$77,000. I reveal that so you might know that we were not teetering on the edge prior to the Pandemic! We plan for the regular ups and downs of the business cycle. Since the closure we have lost over \$100,000 in revenue at each business and counting! According to my Trade associations congress is not considering anything further to assist small business in the short term. Some businesses may take on additional debt to survive through loans offered by SBA. We have as much debt as well can handle responsibly at this point. The improvements that we have done in the last few years have added hundreds of thousands to our bank debt to keep the business competitive with adjoining jurisdictions competitors and offer the citizens of Front Royal entertainment options in our community so they don't go elsewhere and spend their money.

As you are probably aware businesses do not require much in the way of services. They help to fund community initiatives by being a net positive to taxes through the various tax mechanisms localities use. For this reason I am imploring you to return some of those Tax dollars from the Town Surplus at this time to those business's that helped fund it!

Sincerely,
Rick Novak

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Craig Laird, Royal Oak Computers

Mr. Mayor and Council Members:

I am the owner of a 30-year business in the Town of Front Royal. Until March of this year, we were projecting another good year of sales and service to our community. Now, as we are in the midst of this Pandemic, I am unsure of the state of business health over the next few months. We cannot wait for the Federal or State government to give us a handout or continue telling us how to slowly phase back into business. We, along with all the local, independent small business need help now to get us over the economic downturn from being cutback, closed or furloughed. We look to ourselves and our closest government, the Town, to help us come out of this global event faster, stronger and more flexible than we would have considered even a short month ago. I request that you vote in favor of the economic assistance package that staff has developed, and put it into place immediately so that it can have an immediate effect. My computer business has been considered essential for which I am grateful; however, it has felt the toll like all other companies from fewer people coming out and businesses forced to close. There are businesses like The Kiln Doctor that lost over 80% of their income when the schools in and out of state closed and no clay could be delivered or equipment maintained. They need help now, as they have seen no money from the SBA through last week. I feel that any help to keep us stabilized will not only help the health of small business, it will also take some stress off the business owners as we watch every penny, nickel and dime. So, please, vote to give a helping hand by approving this assistance, and help us all come out of this leading the way for all communities in Virginia.

Thank you.

Craig Laird

Royal Oak Computers.

203 E Main St | Front Royal, VA 22630

Linda Allen, 15 Massie Street

Good Evening, Mayor Tewart, members of Town Council and Staff:

The Budget Amendment has the following flaws:

1. The request is based upon a Draft rather than a finalized program. Any adjustments would not have passed the Town Council.
2. The request fails to use a competitive process to determine the most qualified non-profit to handle evaluating applications for funds.
3. The request fails to acknowledge that credentials, experience, and appropriate staff would be expected to be present in a non-profit selected to evaluate applications from businesses for grants. The example given of a non-profit is a lobbying group for its membership and Blue Ribbon Committee has no stated criteria for membership.
4. The request fails to state how much the selected non-profit would be paid to do the job of evaluating applications.
5. There are federal and local bank programs with expertise, experience, and offers to help do the task proposed by this proposed expense to the town of Front Royal.
6. The tiers reward the businesses that make the largest amount of money when it is likely that the smaller businesses have the slimmest profit margin, therefore, face the highest risks in survival and re-start efforts.
7. The second sentence on page 1 of the proposed program under Intent of Program states "Funds to be used first to pay outstanding Town of Front Royal utility bills" and ends with the idea of any "remaining assistance to be used by applicant for other business expenses." The last part that allows the business person to use the grant for any other business expense

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leaves a great deal of room for abuse. It could be used to make a payment on the personal car of the business owner that is used to drive to work. Consider that others work in businesses located in the county or elsewhere also driving their personal vehicle to work while pondering the fact that this is taxpayer money in general yet the number and kind of beneficiaries are being restricted.

8. How will you prove transparency in this program in that one business gets a grant yet another business does not? There is no acknowledgement that the public funds would be publishable for the public to read.

9. There is no indication that this million dollars would be a separate account such that co-mingling of funds does not occur.

I will be amazed if the Town Council passes this amendment to the town budget. Town Council made known the need for a large-scale infrastructure program which borrows from our four non-profit businesses. It made known the overflow problem of the waste water treatment plant that puts raw sewage, 35 million gallons into the river last year, for which we will have to consider solutions that are costly and should be enacted in the near future. It is a public health issue.

Town Council also spends \$692 daily in interest on the police station because it would not accept a favorable adjustment in the interest rate on the loan that must be paid for the police station. In fact, it does not pay on the principle or at least presents itself as not paying on the principle of the loan. The case will not be heard until September and that means a sizable amount of money is literally being wasted every day by Town Council and again, that is taxpayer money that the Council is burning through. Yet we citizens are going to have to pay that interest added onto the loan for several months as well as the lawyers. Town Council has also disallowed making money by Tourism without any replacement program. The list is long and significant. One Council member said to me, "Trust me. We have your best interests at heart." Baloney. I want to know if you can add and subtract and prudently spend our money. Show me the evidence. Vote no on this amendment to the budget.

Michael Swauger and Arline Link, The Kiln Doctor

Mr. Mayor and Council Members:

Michael Swauger and myself are with The Kiln Doctor in the Town of Front Royal, VA . We have been in business over 30 years living in Front Royal since 1998. As a small business it has been a struggle. We were working towards a very successful year when everything stopped Friday the 13th. We lost 80% of our business. The majority of our business is service and repair for school districts. When the Governor issued stay in place and closed all school all we could think of is how are we going to make it. We where able to makes some changes to our business to help with some income but it is not enough. We filed for all the loans we could the end of March beginning of April. We are still waiting. We have been in touch with the SBDC, the chamber, Herb Melrath and others to stay on top of what we can do to survive. We where disappointed in not hearing from our town and county as to what they could do to help the small businesses. We heard rumors of an economic assistance from the town. If this is true I hope you vote on going forward with helping support all our small local business. Small businesses are not looking for a handout just a hand up. Help us to get through these trying times.

Michael Swauger and Arline Link, The Kiln Doctor, 100 East 8th St

Mr. Tewalt closed the public hearing.

Councilman Meza moved seconded by Vice Mayor Sealock that Council table and bring back this item to the next regular meeting for action.

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Councilman Cockrell agreed to table this item. She noted that she had heard from countless people who were not in favor of this plan. She explained that their concern was releasing \$1 million from reserves and their Town services could possibly be interrupted in the future. She encouraged more citizens to voice their concerns.

Councilman Meza explained that the plan was a way to sustain small businesses and by tabling Council's action he hoped that a better understanding of what Council was attempting to do would be clearer.

Vote: Yes – Councilmen Sealock, Cockrell, Gillispie, Holloway, Meza and Thompson

No – N/A

Abstain – N/A

Absent – N/A

ROLL CALL – to table

COUNCIL APPROVAL - An Ordinance Amendment to Chapter 160 Pertaining to Licensing of Vehicles Particularly the Display of Vehicle Decals (*2nd Reading*)

Clerk of Council read the summary: Council is requested to adopt on its second and final reading an ordinance amendment to Chapter 160 pertaining to Licensing of Vehicles, particularly the display of vehicle decals/stickers as presented. If approved, the Town of Front Royal Vehicle decal/sticker will not be required to be displayed on vehicles; however, the decal/sticker may be provided upon request.

Councilman Holloway seconded by Councilman Thompson that Council adopt on its second and final reading an ordinance amendment to Chapter 160 to remove the requirement for Town vehicle decals/stickers to be displayed on vehicles, but allow the decal/sticker to be provided upon request, as presented.

There were not comments from Council.

Vote: Yes – Councilmen Sealock, Cockrell, Gillispie, Holloway, Meza and Thompson

No – N/A

Abstain – N/A

Absent – N/A

ROLL CALL

**ORDINANCE TO AMEND FRONT ROYAL TOWN CODE CHAPTER 160 PERTAINING TO
 LICENSING OF VEHICLES**

WHEREAS, the Front Royal Town Code is requested to be amended to remove the requirement for the display of motor vehicle stickers or decals; and,

NOW THEREFORE, BE IT ENACTED, by the Town Council of the Town of Front Royal, Virginia that Chapter 160 of the Front Royal Town Code hereby be amended as follows:

**Chapter 160
 VEHICLES, LICENSING OF**

Mayor Initial ____

Sections:**160-1 REQUIRED LICENSE FEE****160-2 EXEMPTIONS****160-3 ANNUAL LICENSE FEES; PRORATION****160-4 PAYMENT OF FEE TO MANAGER; PREREQUISITE PAYMENT OF PERSONAL PROPERTY TAXES****160-5 LICENSE YEAR****160-6 ISSUANCE AND ATTACHMENT OF LICENSE PLATE OR STICKER****160-7 DUPLICATE OR REPLACEMENT LICENSE PLATE OR STICKER; FEE****160-8 TRANSFERABILITY OF LICENSE PLATE OR STICKER****160-9 VIOLATIONS AND PENALTIES****160-10 EXEMPTIONS****160-1 through 160-2 – NO CHANGES****160-3 ANNUAL LICENSE FEES; PRORATION**

A. Annual fees. The annual license fee for motor vehicles, trailers or semitrailers are:

1. Upon each passenger automobile, station wagon, motor home, bus, truck or similar motor vehicle: twenty-five dollars (\$25.00).
2. Upon each motorcycle, motor scooter or other similar vehicle: fifteen dollars (\$15.00).
3. Upon each trailer, semitrailer or any vehicle without motive power, except mobile homes: fifteen dollars (\$15.00). Each such trailer, semitrailer or vehicle without motive power with a gross weight of one thousand five hundred (1,500) pounds or less shall be exempt from these requirements.
4. No fee of any kind shall be charged for any passenger vehicle, pickup or panel truck bearing lawful prisoner of war license plates issued by the Commonwealth of Virginia in accordance with the provisions of the Code of Virginia, Section 46.2-746.
5. Twelve dollars (\$12.00) for each motor vehicle bearing Virginia National Guard license plates issued by the Commonwealth of Virginia in accordance with the provisions of the Code of Virginia, Section 46.2-744.
6. In no event shall the fees described in subsections 1-5 be greater than the amount of the license tax imposed by the Commonwealth of Virginia on the motor vehicle, trailer or semitrailer.

B. Proration of fees. All motor vehicles registered as of the effective date of this subsection shall pay a registration licensing fee equal to one-twelfth (1/12) of all fees required by Subsection A of this section, computed to the nearest cent, multiplied by the number of months in the licensing period of such motor vehicle, trailer or semitrailer.

C. Refunds. In the event that the vehicle license fee is no longer required because of sale, destruction or other circumstances pertaining to the motor vehicle, the owner may provide adequate documentation showing proof of sale, destruction, or other circumstance along with written request for refund to the Town of Front Royal and receive a refund. The refund will be the prorated cost of the sticker, based on the total number of unexpired months remaining divided by the total number of months for which the sticker was valid. The unexpired months shall be computed in whole numbers, and fractions of unexpired months shall not be counted. In order to qualify for a refund, if applicable, the motor vehicle sticker must be removed from display on the windshield and surrendered at the Town Hall. No refunds shall be paid on applications made after May 15 of the license year.

160-4 PAYMENT OF FEE TO MANAGER; PREREQUISITE PAYMENT OF PERSONAL PROPERTY TAXES

A. License fees shall be paid to the Town Manager or his authorized agent upon application on the forms furnished for that purpose.

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B. No motor vehicle, trailer or semitrailer shall be locally licensed unless and until the applicant shall have produced satisfactory evidence that all personal property taxes upon the motor vehicle, trailer or semitrailer to be licensed have been paid which have been properly assessed or are assessable against the applicant by the Town.

160-5 LICENSE YEAR

A. The phrase "license year" shall mean the period from June 5th of each year to June 5th of the following year.

160-6 ISSUANCE AND ATTACHMENT OF STICKER

Upon the payment of the prescribed fee, the Town Manager or his authorized agent may upon request, issue to the applicant one (1) sticker which shall be securely fastened to the front windshield of the vehicle for which it was issued in a position to be clearly visible and in a condition to be clearly legible.

160-7 DUPLICATE OR REPLACEMENT LICENSE PLATE OR STICKER; FEE

In the event that any sticker is lost or mutilated or becomes illegible, the person entitled thereto shall make application for and obtain a duplicate or substitute therefore, upon furnishing information which is satisfactory to the Town Manager or his agent and upon payment of a replacement fee of one dollar (\$1.) .

160-8 TRANSFERABILITY OF LICENSE PLATE OR STICKER

License plates or stickers shall not be transferable between owners.

160-9 VIOLATIONS AND PENALTIES

Any person who violates any of the provisions of this chapter shall be guilty of a Class 4 misdemeanor. The police officers of the Town are authorized to enforce the prohibitions of this chapter by issuing citations, summonses, parking tickets (Notice of Violation) or uniform traffic summonses.

160-10 EXEMPTIONS

No annual registration fee prescribed in this chapter shall be required for any one (1) motor vehicle owned and used personally by any veteran who has either lost or lost the use of one (1) or both legs or an arm or a hand or who is blind or who is permanently and totally disabled, as certified by the Veterans Administration. Any such vehicle shall display special permit red, white and blue plates of a type approved by the Town Clerk. The Town Clerk shall prescribe application forms for such exemptions, and the application shall be accompanied by a statement that such veteran has been so designated or classified by the Veterans Administration as to meet the requirements of this section and that such disability is service-connected. For the purposes of this section, a person shall be considered blind if he has a permanent impairment of both eyes of the following status: central visual acuity of 20/200 or less in the better eye, with corrective glasses, or central visual activity of more than 20/200 if there is a field defect in which the peripheral field has contracted to such an extent that the widest diameter of visual field subtends an angular distance no greater than twenty degrees (20°) in the better eye. This ordinance shall become effective upon passage.

COUNCIL APPROVAL – An Ordinance Amendment to Chapter 134 pertaining to new state requirements issued by the Department of Environmental Quality (DEQ) (*2nd Reading*)

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Clerk of Council read the summary: Council is requested to adopt on its second and final reading an ordinance amendment to Chapter 134 pertaining to new state requirements issued by the Department of Environmental Quality (DEQ) and pertaining to more stringent standards for sewer and procurement of waste, as presented.

Councilman Gillispie moved seconded by Councilman Holloway that Council adopt on its second and final reading an ordinance amendment to Chapter 134 pertaining to new state requirements issued by the Department of Environmental Quality (DEQ) and pertaining to more stringent standards for sewer and procurement of waste, as presented.

There were not comments from Council.

Vote: Yes – Councilmen Sealock, Cockrell, Gillispie, Holloway, Meza and Thompson

No – N/A

Abstain – N/A

Absent – N/A

ROLL CALL

**ORDINANCE TO AMEND FRONT ROYAL TOWN CODE CHAPTER 134 AS REQUESTED FROM
THE DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)**

WHEREAS, the Department of Environmental Quality (DEQ) recognized that the Town of Front Royal needed to update the Front Royal Town Code with significant changes; and,
NOW THEREFORE, BE IT ENACTED, by the Town Council of the Town of Front Royal, Virginia that Chapter 134 of the Front Royal Town Code hereby be amended as follows:

PROVISIONS APPLICABLE TO SEWERS AND PRETREATMENT OF WASTE

PURPOSE & POLICY; OBJECTIVES; APPLICABILITY; ADMINISTRATION AND ENFORCEMENT

A. This Article sets forth uniform requirements for direct and indirect discharge of pollutants from domestic and industrial sources into the wastewater collection and treatment system for the Town of Front Royal, Virginia, and enables the Town to comply with all applicable state and federal laws, including the Federal Clean Water Act (33 U.S.C. Section 1251 et seq.), the general Federal Pretreatment Regulations (40 CFR Part 403), and the VPDES Permit Regulation (9VAC25-31-10 et seq.).

B. The objectives of this Article are:

1. To prevent the introduction of pollutants into municipal wastewater system which will interfere with the operation of the system.
2. To prevent the introduction of pollutants into the municipal wastewater system which will pass through the system inadequately treated into receiving waters or the atmosphere or which otherwise will be incompatible with the system.
3. To ensure that the quality of the wastewater treatment plant sludge is maintained at a level which allows its marketability.
4. To protect municipal personnel who may come into contact with sewage, sludge and effluent in the course of their employment, as well as to protect the general public and the environment.
5. To preserve the hydraulic capacity of the municipal wastewater system.
6. To improve the opportunity to recycle and reclaim wastewater and sludge from the system.

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7. To provide for a fair assessment and recovery of the costs of operation, maintenance and improvements to the municipal wastewater system.

8. To ensure that the Town of Front Royal complies with National and Virginia Pollutant Discharge Elimination System (NPDES) / (VPDES) permit conditions, sludge use and disposal requirements and any other federal or state laws to which the municipal wastewater system is subject.

C. This Article provides for the regulation of discharge into the municipal wastewater collection system through the issuance of permits to certain nondomestic users and through the enforcement of general requirements for other users. This Article authorizes monitoring and enforcement activities, establishes administrative review procedures, requires user reporting and provides for the setting of fees for the fair assessment of costs resulting from the program established herein.

D. This Article shall apply to users of the municipal wastewater system both within the Town of Front Royal and outside its corporate limits. By discharging wastewater into the municipal wastewater system, all users, industrial and otherwise, located beyond the Town limits agree to comply with the terms and conditions established in this Article, as well as any permits or orders issued hereunder.

E. Any industrial user located beyond the corporate limits of the Town of Front Royal, which would otherwise be subject to Categorical Pretreatment Standards as defined herein, shall as a condition of service enter into a written contract with the Town of Front Royal wherein said user shall agree to conform to the requirements of this Article.

F. Except as may otherwise be provided herein, the Administrator of the municipal wastewater system, or his designated agents, shall administer, implement and enforce the provisions of the Article.

134-3 DEFINITIONS; ABBREVIATIONS

A. The definitions as used in Chapter 134, Sewers and Water, pertaining to sewer and water shall be as follows for both domestic and industrial users, unless otherwise specifically indicated:

ACT or THE ACT - The Federal Water Pollution Control Act, also known as the "Clean Water Act," as amended, 33 U.S.C. Section 1251 et seq.

ADMINISTRATIVE OFFICER (ADMINISTRATOR) - The person designated by the Front Royal Town Manager, or his duly authorized deputy, to administer, implement and enforce the provisions of this Article.

APPROVAL AUTHORITY - The Virginia Department of Environmental Quality (Virginia DEQ).

AUTHORIZED REPRESENTATIVE OF THE INDUSTRIAL USER:

1. Includes:

a. The President, Secretary, Treasurer or Vice President of a corporation in charge of a principal business function or any other person who performs similar policy-making or decision-making functions for the industrial user;

b. The manager of one (1) or more manufacturing, production or operation facilities, if authority to sign documents has been assigned or delegated to that manager by binding written instrument;

c. The general partner or proprietor of a partnership, association or sole proprietorship;

d. The director or highest official appointed or designated to oversee the activities of a federal, state or local government entity or a political subdivision thereof; or

e. The managing member or other member of a limited liability company.

2. The individuals described above may designate another authorized representative, if the authorization is in writing and the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates, or the authorization may specify the individual having overall responsibility for environmental matters for the user.

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All written authorizations must be submitted to the Town of Front Royal for inspection prior to any action being taken by an authorized representative.

BEST MANAGEMENT PRACTICE (BMP) - Means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Sec. 134-4 [40 CFR 403.5(a)(1) and (b); 9VAC25-31-77A and 770.B]. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

BIOCHEMICAL OXYGEN DEMAND (BOD) - As determined by Standard Methods, the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure during a period of five (5) days expressed in terms of weight and concentration (milligrams per liter).

BUILDING SEWER - That part of the lowest horizontal piping of a drainage system that receives the discharge from wastewater pipes and other drainage pipes inside the walls of the building and conveys it to the lateral sewer.

CATEGORICAL PRETREATMENT STANDARD or CATEGORICAL STANDARD - Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. Section 1317) which applies to a specific category of users and which appears in 40 CFR Chapter 1, Subchapter N, Parts 405 - 471.

CFR - Code of Federal Regulations.

COD (chemical oxygen demand) - The measure, expressed in mg/L of the oxygen consuming capacity of inorganic and organic matter present in water or wastewater, expressing the amount of oxygen consumed from a chemical oxidant in a specific approved test, but not differentiating between stable and unstable organic matter and thus not necessarily correlating with biochemical oxygen demand.

COLLECTOR SEWER - A sewer designed and constructed to receive sewage from the building connections or laterals and other "collector sewers" and carry it to an interceptor sewer or the point of disposal. A "collector sewer" normally serves only a portion of one (1) drainage area or basin.

COLOR - The optical density at the visual wavelength of maximum absorption, relative to distilled water. One-hundred-percent transmittance is equivalent to zero (0) optical density.

COMPOSITE SAMPLE - The sample resulting from the combination of individual wastewater samples taken at selected intervals (within a 24-hour period) based either on an increment of flow or time.

CONTROL AUTHORITY - Refers to the Town of Front Royal (Town), the Administrator of the municipal wastewater system.

CONTROL MANHOLE - A manhole giving access to a building sewer at some point before the sewer discharge mixes with other discharges in the public sewer.

CONTROL POINT - A point of access to a source of discharge before the discharge mixes with other discharges in the public sewer.

COOLING WATERS - The water discharge from any use, such as air conditioning, cooling or refrigeration or to which the only pollutant added is heat.

DOMESTIC SEWAGE - Waterborne wastes normally discharging from the sanitary conveniences of dwellings and all other buildings and facilities, free from stormwater, surface water or industrial waste. "Domestic sewage" shall contain fewer than two hundred fifty (250) parts per million of BOD and three hundred (300) parts per million suspended solids and shall originate from the normal bathing, washing, cooking and toilet activities of individuals.

DOMESTIC USER - A user of the Front Royal municipal wastewater system who discharges non-industrial, domestic wastes into said system.

EXISTING SOURCE - Any source of discharge, the construction or operation of which commences prior to the publication of public Categorical Pretreatment Standards under Sections 307(b) and (c) (33 U.S.C. Section 1317) of the Act which would be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.

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GRAB SAMPLE - A sample which is taken from a waste stream on a one-time basis without regard to the flow in the waste stream and without consideration of time.

GARBAGE - Animal and vegetable waste and residue from the preparation, cooking and dispensing of food and from the handling, processing, storage and sale of food products and produce.

HAZARDOUS WASTE PHARMACEUTICAL - A pharmaceutical that is a solid waste, as defined in 40 CFR Part 261.2, and exhibits one or more characteristics identified in Part 261 Subpart C or is listed in Part 261 Subpart D.

HEALTHCARE FACILITY - Any person that is lawfully authorized to (1) provide preventative, diagnostic, therapeutic, rehabilitative, maintenance or palliative care, and counseling, service, assessment or procedure with respect to the physical or mental condition, or functional status, of a human or animal or that affects the structure or function of the human or animal body; or (2) distribute, sell, or dispense pharmaceuticals, including over-the-counter pharmaceuticals, dietary supplements, homeopathic drugs, or prescription pharmaceuticals.

HOLDING TANK WASTE - Any waste from holding tanks, such as vessels, chemical toilets, campers, trailers, septic tanks and vacuum pump tank trucks.

INCOMPATIBLE WASTE - A waste which is not susceptible to adequate treatment by the wastewater treatment plant.

INDIRECT DISCHARGE or DISCHARGE. The introduction of pollutants into the POTW from any nondomestic source.

INDUSTRIAL USER - A user of the Front Royal municipal wastewater system which discharges nondomestic, industrial wastes into said system, as regulated by Sections 307(b), (c) and (d) of the EPA Clean Water Act.

INDUSTRIAL WASTE - All waterborne solids, liquids or gaseous wastes resulting from any industrial manufacturing or commercial or food-processing operation or process or from the development of any natural resource, or any mixture of these wastes with domestic sewage or water. Any sewage which does not meet the definition of domestic sewage shall be considered "industrial waste," regardless of the source.

INSTANTANEOUS LIMIT. The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

INTERCEPTOR SEWER - A sewer designed and constructed to intercept or receive sewage from all collector sewers and laterals within one (1) or more drainage areas and carry it to a larger "interceptor sewer" or to the point of disposal.

INTERFERENCE - A discharge which, alone or in conjunction with a discharge or discharges from other sources either: (1) inhibits or disrupts the POTW, its treatment processes, or operations or its sludge processes, use or disposal; or (2) therefore is a cause of a violation of any requirement of the POTW's NPDES/VPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with all applicable statutory provisions and regulations or permits issued thereunder (or more stringent state or local regulations), including but not limited to the following: Section 405 of the EPA Clean Water Act, the Solid Waste Disposal Act (Including Title II, more commonly referred to as the Resource Conservation and Recovery Act, and including state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act), the Clean Air Act, the Toxic Substances Control Act and the Marine Protection Research and Sanctuaries Act.

LATERAL SEWER - See Sewer Lateral definition.

MEDICAL WASTE - Isolation waste, infectious agents, human blood and blood byproducts, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, etiologic agents, potentially contaminated laboratory waste and dialysis waste.

MILLIGRAM PER LITER (mg/L) - The same as parts per million when the specific gravity of the liquid is 1.0 and is a weight-to-volume ratio; the milligram per Liter value multiplied by the factor 8.34 shall be equivalent to pounds per million gallons of water.

MUNICIPAL WASTEWATER SYSTEM - A treatment works as defined by Section 212 of the Act (33 U.S.C. Section 1292), which is owned by the Town of Front Royal, including any devices or systems used in the collection, storage, treatment, recycling and reclamation of domestic sewage or industrial waste and any conveyances which convey wastewater to a treatment plant.

NEW SOURCE:

1. Any source of a discharge, the construction of which commenced after the publication of proposed Categorical Pretreatment Standards under Section 307(c) of the Act [33 U.S.C. Section 1317(c)] which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307(c), provided that:

- a. No other source is located at that site;
- b. The source completely replaces the process or production equipment of an existing source at that site; or
- c. The new wastewater generating process of the source is substantially independent of an existing source at that site; and the construction of the source creates a new facility rather than modifying an existing source at that site.

2. For purposes of this definition, construction or operation has commenced if the owner or operator has:

a. Begun or caused to begin as part of a continuous on-site construction program:

[1] Any placement, assembly or installment of facilities or equipment; or

[2] Significant site preparation work, including clearing, excavation or removal of existing buildings, structures or facilities, which is necessary for the placement, assembly or installation of new source facilities or equipment; or

b. Entered into a binding contractual obligation for the purchase of facilities or equipment which is intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss and contracts for feasibility, engineering and design studies do not constitute a contractual obligation under this definition.

NORMAL USE - Any user discharging waste of a strength less than or equal to that of normal wastewater and at a flow rate of less than twenty-five thousand (25,000) gallons per day.

NORMAL WASTEWATER - Wastewater discharged into the public sewer in which none of the following average concentrations and flows are exceeded:

1. BOD: Less than or equal to two hundred fifty (250) mg/L;
2. Suspended solids: Less than or equal to three hundred (300) mg/L;
3. Flow: Less than twenty-five thousand (25,000) gallons per day;
4. No toxic or harmful substances are present.

NPDES PERMIT - National Pollutant Discharge Elimination System Permit.

PASS-THROUGH - A discharge which exits the treatment plant then enters waters of the United States in quantities or concentrations which, alone or in conjunction with an indirect discharge or discharges from other sources, is a cause of a violation of any requirement of the Town's VPDES permit (including an increase in the magnitude or duration of a violation).

PERSON - Any individual, partnership, corporation, firm, company, association, joint-stock company, trust, estate or any other legal entity, and his or its representatives, agents or assigns, specifically to include all federal, state or local governmental entities.

PHARMACEUTICAL - Any drug or dietary supplement for use by humans or other animals; any electronic nicotine delivery system (e.g., electronic cigarette or vaping pen); or any liquid nicotine (e-liquid) packaged for retail sale for use in electronic nicotine delivery systems (e.g., pre-filled cartridges or vials.)

PLANT - The Town of front Royal Wastewater Treatment Facility.

POLLUTANT - Any dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, industrial wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt and agricultural waste and certain characteristics of wastewater (e.g. pH, temperature, TSS, turbidity, color, BOD, COD, toxicity or odor).

PRETREATMENT OR TREATMENT - The reduction of the amount of the pollutants, the elimination of pollutants or the alteration of the nature of pollutant properties in wastewater, thereby rendering the pollutants less harmful to the municipal wastewater system prior to introducing pollutants into said system. The reduction or alteration can be obtained by physical, chemical or biological processes, by process changes or by other means, but not by diluting the concentration of pollutants, unless allowed by an applicable "pretreatment" standard.

PRETREATMENT STANDARD AND REQUIREMENTS - All applicable federal rules and regulations (including specifically those regulations found in 40 CFR, Chapter 1, Subchapter N, Parts 405-471) implementing Section 307 of the Federal Water Pollution Control Act and the Clean Water Act of 1977, including prohibited standards, as amended, as well as nonconflicting state standards (9VAC25-31-10 et seq.) and local standards. In case of conflict or regulations, the most stringent thereof shall be applied.

PROHIBITIVE DISCHARGE STANDARDS OR PROHIBITIVE DISCHARGE - Absolute prohibitions against the discharge of certain types of industrial wastewater as specifically set forth in this Article.

PUBLICLY OWNED TREATMENT WORKS or POTW - A treatment works, as defined by section 212 of the Act (33 U.S.C. section 1292), which is owned by the Town. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances, which convey wastewater to a treatment plant.

RECEIVING STREAM OR WATER OF THE STATE - All streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial or public or private, which are contained within, flow through or border upon the state or any portion thereof.

REVERSE DISTRIBUTOR - Any person that receives and accumulates prescription pharmaceuticals that are potentially creditable hazardous waste pharmaceuticals for the purpose of facilitating or verifying manufacturer credit.

SANITARY SEWER - A pipe or conduit which carries domestic sewage and/or industrial waste and to which stormwater, surface water and groundwater and other unpolluted waters are not intentionally admitted.

SEWER LATERAL - A pipe which receives sewage from a building and carries it to the collector or interceptor sewer.

SIGNIFICANT INDUSTRIAL USER - This term means:

1. All Categorical Users; and
2. Non-Categorical Users that:
 - a. Discharge twenty-five (25,000) gallons or more of process wastewater per day; or
 - b. Discharge process wastewater which makes up five (5) percent or more of the dry weather average hydraulic or organic capacity of the treatment works; or
 - c. Have in the Town's opinion, a reasonable potential to adversely affect the treatment works (causing pass-through, interference, sludge contamination or danger to the POTW).

SIGNIFICANT NON-COMPLIANCE - Industrial user violations meeting one or more of the following criteria:

1. Chronic violations of wastewater discharge limits, defined herein as those in which sixty-six percent (66%) or more of wastewater measurements taken during a six-month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits.
2. Technical Review Criteria (TRC) violations, defined herein as those in which thirty-three percent (33%) or more of wastewater measurements for each pollutant parameter taken during a six-

month period equal or exceed the product of the numeric pretreatment standard or requirement, including instantaneous limits, multiplied by the applicable criteria [one and four-tenths (1.4) for BOD, TSS, fats, oils and grease, and one and two-tenths (1.2) for all other pollutants except pH].

3. Any other violation of a pretreatment standard or requirement (daily maximum, long-term average, instantaneous limit, or narrative standard) that the Town determines has caused, alone or in combination with other discharges, interference or pass-through (including endangering the health of Town personnel or the general public).

4. Any discharge of pollutants that has caused imminent endangerment to the public or to the environment or has resulted in the Town's exercise of its emergency authority to halt or prevent such a discharge.

5. Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a permit or enforcement order for starting construction, completing construction or attaining final compliance.

6. Failure to provide, within forty-five (45) days after the due date, any required reports, including baseline monitoring reports, ninety-day compliance reports, periodic self-monitoring reports and reports on compliance with compliance schedules.

7. Failure to accurately report noncompliance.

8. Any other violation or group of violations, which may include a violation of Best Management Practices, which the Town determines will adversely affect the operation or implementation of the pretreatment program.

SLUG LOAD OR SLUG DISCHARGE - Any discharge at a flow rate or concentration, which could cause a violation of the pretreatment discharge standards of this ordinance. A Slug Discharge is any Discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch Discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, Local Limits or Permit conditions.

STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE - A classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President of the United States or the Federal Office of Management and Budget (OMB).

STANDARD METHODS - The examination and analytical procedures set forth in the latest edition, at the time of analysis, of Standard Methods for the Examination of Water and Wastewater, as prepared, approved and published jointly by the American Public Health Association, the American Water Works Association and the Water Pollution Control Federation.

STORMWATER - Any flow occurring during or following any form of natural precipitation or resulting therefrom, including snowmelt.

SUSPENDED SOLIDS - Solids measured in mg/L. The total suspended matter that floats on the surface of or is suspended in water, wastewater or other liquid and which is removable by laboratory filtering.

TOWN - The Town of Front Royal, Virginia, which may act through its Town Manager or his or her duly authorized agents.

TO DISCHARGE - Includes to deposit, conduct, drain, emit, throw, run, allow to seep or otherwise release or dispose of, or to allow, permit or suffer any of these acts or omissions.

TOXIC POLLUTANT - Any pollutant or combination of pollutants listed as toxic in regulations promulgated by the Environmental Protection Agency under the provisions of Section 307 of the Act (33 U.S.C. Section 1317).

TREATMENT PLANT EFFLUENT - Any discharge of pollutants from the municipal wastewater system designed to provide treatment of domestic sewage and industrial waste.

UNPOLLUTED WASTEWATER - Water containing:

1. No free or emulsified grease or oil.
2. No acids or alkalis.
3. No phenols or other substances producing taste or odor in the receiving water.
4. No toxic or poisonous substances in suspension, colloidal state or solution.
5. No noxious or otherwise obnoxious or odorous gases.

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6. Not more than ten (10) mg/L each of suspended solids and BOD.

7. Color not exceeding fifty (50) units, as measured by the platinum-cobalt method or determination as specified in Standard Methods.

USEPA (or EPA) - The United States Environmental Protection Agency, or a duly authorized official of said agency. (Ord. No. 2-05 Added 12-20-04-Effective Upon Passage)

USER - Any person who contributes or causes or allows the contribution of sewage or industrial wastewater into the municipal wastewater system, including persons who contribute such wastes from mobile sources.

WASTEWATER - The liquid in water-carried industrial waste or domestic sewage, whether treated or untreated, which is contributed to the municipal wastewater system.

Abbreviations. The following abbreviations shall have the designated meanings:

BMP - Best Management Practice

BOD - Biochemical Oxygen Demand

CFR - Code of Federal Regulations

COD - Chemical Oxygen Demand

EPA - United States Environmental Protection Agency

gpd - Gallons per day

L- Liter

mg - Milligrams

mg/L - Milligrams per liter

O & M - Operation and Maintenance

pCi - Common Unit of Radioactivity

pH - Measure of Acidity or Alkalinity of a Substance

POTW - Publicly Owned Treatment Works

RCRA - Resource Conservation and Recovery Act

SIC - Standard Industrial Classification

SWDA - Solid Waste Disposal Act (42 U.S.C. Section 6901 et seq.)

TSS - Total Suspended Solids

USC - United States Code

VPDES - Virginia Pollutant Discharge Elimination System

134-4 PROHIBITED DISCHARGE STANDARDS

A. No user, except as set forth in subparagraph no. 14. below, industrial or domestic, shall contribute or cause to be contributed, directly or indirectly, any pollutant or wastewater which will cause interference pass-through or violation of water quality standards. These general prohibitions apply to all users of the municipal wastewater system whether or not the use is subject to the Categorical Pretreatment Standards or to any other national, state or local pretreatment standards or requirements. Furthermore, no use may contribute any of the following substances to the municipal wastewater system:

1. Any liquids, solids or gases which by reason of their nature or quantity are or may be sufficient, either alone or by interaction with other substances, to cause fire or explosion or be injurious in any way to the municipal wastewater system. Included in this prohibition are waste streams with a closed-cup flashpoint of less than one hundred forty degrees Fahrenheit (140° F.) [sixty degrees Celsius (60° C.)]. At no time shall two (2) successive readings on an explosion hazard meter at the point of discharge into the system or at any point in the system be more than five percent (5%) nor any single reading be over ten percent (10%) of the lower explosive limit (LEL) of the meter. Prohibited materials include but are not limited to gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides.

2. Solid or viscous substances in amounts which will cause interference with the flow in a sewer, but in no case solids greater than one-half (1/2) inch [one and twenty-seven hundredths (1.27) centimeters] in any dimension.

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3. Any water or waste which contains wax, grease, oil, plastic or other substances that will solidify or become discernibly viscous at temperatures between thirty-two degrees and one hundred fifty degrees Fahrenheit (32° and 150° F.).

a. When it has been determined by the Director of Public Works, or his authorized agent, that any restaurant is discharging grease into the sewer system which results in interference to the sewer line, including backup or maintenance work not otherwise necessary, then a sewer surcharge shall be added to the utility bill for that restaurant. The sewer surcharge shall be equal to the amount of the maintenance costs incurred by the town in eliminating the grease deposits from the sewer system, but in any event shall not be less than two hundred fifty dollars (\$250).

b. Prior to the initial assessment of the sewer surcharge, the owner or operator of such restaurant shall be notified, in writing, of the Director of Public Work's determination. The owner or operator of said restaurant shall then be granted thirty (30) days in which to permanently correct and abate the condition causing the grease to be discharged into the sewer system. Unless the discharge of grease is then permanently eliminated, the initial sewer surcharge shall be assessed ten (10) days thereafter. No restaurant shall be entitled to more than one (1) such notice and grace period in which to correct the condition. The change in management or ownership shall not operate to give an existing restaurant facility an additional grace period in which to correct the condition.

c. Thereafter, any further discharge of grease into the sewer system by the restaurant facility which, in the determination of the Director of Public Works, creates a condition requiring maintenance to eliminate the grease deposit shall result in the assessment of a sewer surcharge without further notice or grace. Sewer surcharge shall continue to be assessed until the grease discharge condition has been permanently corrected to the satisfaction of the Town.

4. Any wastewater having a pH less than six point zero (6.0) or more than nine point zero (9.0) or which otherwise causes corrosive structural damage to the system, Town personnel or equipment.

5. Any wastewater containing pollutants, including oxygen-demanding pollutants (BOD, etc.), in sufficient quantity (flow or concentration), either singly or by interaction with other pollutants, to pass through or interfere with the municipal wastewater system or any wastewater treatment or sludge process or constitute a hazard to humans or animals.

6. Any pollutant which will cause interference or pass through, including any toxic substances in amounts exceeding standards promulgated by the United States Environmental Protection Agency pursuant to Section 307(a) (33 U.S.C. Section 1317(a) and chemical elements or compounds, phenols or other taste or odor-producing substances or other substances which are not susceptible to treatment or which may interfere with the biological processes or efficiency of the wastewater treatment system, or that will pass through the system.

7. Any noxious or malodorous liquids, gases or solids or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for maintenance and repair.

8. Any substance which may cause the treatment plant effluent or any other residues, sludges or scums to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance discharged to the system cause the Town to be in noncompliance with sludge use or disposal regulations or permits issued under Section 405 of the Act, the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act or other state requirements applicable to the sludge use and disposal practices being used by the Town.

9. Any wastewater which imparts color which cannot be removed by the treatment process, such as but not limited to dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the Town's NPDES permit. Color (in combination with turbidity) shall not cause the treatment plant effluent to reduce the depth of the compensation point for photosynthetic activity by more than ten percent (10%) from the seasonably established norm for aquatic life.

10 Any wastewater having a temperature greater than one hundred fifty degrees Fahrenheit (150° [sixty-five degrees Celsius (65°C.)]), or which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the

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introduction into the treatment plant to exceed one hundred four degrees Fahrenheit (104° F.) [forty degrees Celsius (40° C.)].

11. Any wastewater containing any radioactive wastes or isotopes except as specifically approved by the Administrator in compliance with applicable state or federal regulations.

12. Any pollutants which result in the presence of toxic gases, vapors or fumes within the system in a quantity that may cause worker health and safety problems.

13. Any trucked or hauled pollutants, except at discharge points designated by the Town in accordance with Section 134-12.

14. Storm water, surface water, groundwater, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, cooling water and unpolluted industrial wastewater, unless specifically authorized by the Administrator, except that governmentally owned, operated, and appropriately licensed and credentialed correctional facilities may utilize a local central rain collection and distribution system only for purposes of flushing toilets, operating HVAC cooling and heating systems, and/or operating laundry facilities, provided that the system is approved by the Administrator, or designee, as meeting or exceeding the Leadership in Energy and Environmental Design ("LEED") initiative or comparable or better environmental standards. Town procedures and ordinances relating to water and sanitary sewer facilities, and other applicable policies, regulations, and laws; and further provided the system is approved by the Administrator as meeting or exceeding the Pre-treatment protocols and standards set forth in the Virginia Department of Health's "Virginia Rainwater Harvesting & Use Guidelines".

15. Any industrial wastes containing floatable fats, waxes, grease or oils or which become floatable at the wastewater temperature at the introduction to the treatment plant during the winter season; but in no case industrial wastewater containing more than one hundred (100) mg/L of emulsified oil or grease.

16. The discharge of a petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that cause interference or pass through.

17. Any sludges, screenings or other residues from the pretreatment of industrial wastes.

18. Any medical wastes, except as specifically authorized by the Administrator in a wastewater permit.

19. Any material identified as hazardous waste according to 40 CFR 261 except as may be specifically authorized by the Administrator, and in accordance with Section 134-18N.

20. Any wastewater causing the treatment plant effluent to show acute or chronic toxicity in excess of that allowed by Virginia State Water Control Law, using a percentage of the discharge and aquatic test species chosen by the Administrator.

21. Recognizable portions of the human or animal anatomy.

22. Any wastes containing detergents, surface-active agents or other substances which may cause excessive foaming in the municipal wastewater system.

23. All discharges of storm water, surface water, groundwater, roof runoff, subsurface drainage, or other waters not intended to be treated in the treatment facility, except as authorized by the Town.

24. Bulk, expired, outdated or concentrated prescription or non-prescription pharmaceuticals.

25. Hazardous waste pharmaceuticals or DEA controlled substances by a healthcare facility or reverse distributor.

B. Wastes prohibited by this section shall not be processed or stored in such a manner that these wastes could be discharged to the municipal wastewater systems. All floor drains located in process or materials storage areas must discharge to the industrial user's pretreatment facility before connecting with the system.

C. Wastewater survey. Upon request of the Administrator, all industrial users shall submit information as to the nature and characteristics of their wastewater. The Administrator shall prepare a form for this wastewater survey and may periodically require industrial users to update the wastewater survey, or update thereof, within thirty (30) days from receipt of the

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Administrator's request. Failure to complete the wastewater survey, or any update thereon, shall constitute a violation of this Article.

134-5 SPECIFIC POLLUTANT LIMITATIONS

A. The following pollutant limits are established to protect against pass-through and interference. No person shall discharge wastewater into the municipal treatment system containing an excess of the following instantaneous maximum allowable discharge limits:

1. Any arsenic greater than 0.13 mg/L
2. Any barium greater than 1.0 mg/L
3. Any beryllium greater than 3.5 mg/L
4. Any cadmium greater than 0.08 mg/L
5. Any Chemical Oxygen Demand (COD) greater than 1,500 mg/L
6. Any chlorides greater than 1,000 mg/L
7. Any chromium greater than 5.6 mg/L
8. Any copper greater than 0.93 mg/L
9. Any cyanide greater than 1.3 mg/L
10. Any iron greater than 2.0 mg/L
11. Any lead greater than 0.53 mg/L
12. Any manganese greater than 1.0 mg/L
13. Any mercury greater than 0.014 mg/L
14. Any molybdenum greater than 1.16 mg/L
15. Any nickel greater than 0.72 mg/L
16. Any oil and grease greater than 100.0 mg/L
17. Any phenols greater than 0.20 mg/L
18. Any radioactivity as radium - 225 and strontium - 90 greater than 3 pCi and 10 pCi per liter, respectively. In the known absence of strontium - 90 and alpha emitters, the part per million concentrations shall not be greater than 1,000 pCi per liter.
19. Any selenium greater than 0.08 mg/L
20. Any silver greater than 0.52 mg/L
21. Any Total Toxic Organics (TTO's) greater than 2.13 mg/L
22. Any zinc greater than 5.4 mg/L

B. Concentrations apply at the point where the wastewater is discharged into the municipal wastewater system. All concentration from metallic substances are for total metal. Compliance with all parameters may be determined from a single grab sample. The Administrator may impose mass limitations in addition to or in place of the concentration-based limitations above.

C. The Town may develop best management practices (BMPs), by regulation or in individual wastewater discharge permits to implement local limits and the requirements of

Sec. 134-6 through 134-14 – NO CHANGES

134-15 PERMIT PROVISIONS

A. Industrial wastewater permits shall be issued for a specified time period, not to exceed five (5) years from the effective date of the permit. Each permit will indicate a specific expiration date. Existing industrial wastewater permits shall be deemed void upon cessation of operations by the user or upon the issuance of a new wastewater permit. The terms and conditions of a permit are automatically continued past its expiration date and remain fully enforceable pending issuance of a new permit if:

1. The permittee has submitted a timely and sufficient application for renewal; or
2. The Town is unable, through no fault of the permittee, to issue a new permit before the expiration date of the previous permit; and
3. The permittee is not in significant noncompliance with the terms and conditions of the previous permit on its expiration date.

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4. A wastewater permit for a domestic user shall be issued for an indefinite period without an expiration date.

B. All wastewater permits shall include any such conditions deemed necessary by the Administrator to prevent pass-through or interference, to protect the quality of the water body receiving the treatment plant effluent, to protect worker health and safety, to facilitate sludge management and disposal, to protect the ambient air quality and to protect against damage to the municipal wastewater system and treatment plant. Industrial wastewater permits shall be nontransferable without prior notification to and approval by the Town of Front Royal. Industrial permits shall contain the effluent limits, including BMPs, based on pretreatment standards applicable to the user and shall include self-monitoring, sampling, reporting, notification and record-keeping requirements pertaining to the user. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency and sample type based on Federal, State, and local law. In addition, the permit will contain a statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law. The permit must include requirements to control slug discharge, if determined by the Town to be necessary.

C. Wastewater discharge permits may contain, but need not be limited to the following conditions:

1. Limits on the average or maximum rate of discharge, time of discharge, and/or requirements for flow regulation name equalization;
2. Requirements for installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;
3. Requirements for development of and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or nonroutine discharges;
4. Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the system;
5. The unit charge or schedule or user charges and fees for the management of the wastewater discharged to the system;
6. Requirements for installation and maintenance of inspection and sampling facilities and equipment;
7. A statement that compliance with the wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State pretreatment standards, including those which become effective during the term of the wastewater discharge permit; and
8. Other conditions as deemed appropriate by the Town to ensure compliance with this ordinance and State and Federal laws, rules and regulations.

134-16 – 134-17 – NO CHANGES

134-18 SIGNIFICANT INDUSTRIAL USER REPORTING REQUIREMENTS

A. BASELINE MONITORING REPORTS - Within one hundred eighty (180) days after the effective date of a Categorical Pretreatment Standard or one hundred eighty (180) days after the final administrative decision on a category determination under 40 CFR 403.6(a)(4) and 9VAC25-31-780(A)(4), whichever is later, existing significant industrial users subject to such Categorical Pretreatment Standards and currently discharging to or scheduled to discharge to the municipal system shall be required to submit to the Town a report which contains the information listed in Subsection A(1) through (8) below. At least ninety (90) days prior to commencement of their discharge, new sources, including existing significant industrial users which have changed their operation or processes so as to become new sources, shall be required to submit to the Town a report which contains the information listed in Subsection A (1) through (8). A new source shall

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also be required to report the method of pretreatment it intends to use to meet applicable categorical standards. A new source shall also give estimates of its anticipated flow and quantity of pollutants discharged. The information required in this section includes:

1. Identifying Information: The user shall submit the name and address of the facility, including the name of the operator and owners.

2. Permits: The user shall submit a list of any environmental control permits held by or for the facility.

3. Description of Operations: The user shall submit a brief description of the nature, average rate of production and standard industrial classifications of the operation(s) carried out by such industrial user. This description should include a schematic process diagram which indicates points of discharge to the system from the regulated process.

4. Flow Measurement: The user shall submit information showing the measured average daily and maximum daily flow, in gallons per day, to the system from regulated process streams and other streams as necessary to allow use of the combined waste stream formula set out in 40 CFR 403.6(e) and 9VAC25-31-780(E).

5. Measurement of Pollutants:

a. The industrial user shall identify the Categorical Pretreatment Standard applicable to each regulated process.

b. In addition, the industrial user shall submit the results of sampling and analysis identifying the nature and concentration (and/or mass, where required by the standard or Town) of regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum and long-term average concentrations (or mass, where required) shall be reported. The sample shall be representative of daily operations and shall be performed in accordance with procedures set out in 40 CFR 136.

c. A minimum of four (4) grab samples must be used for pH temperature, cyanide, total phenols, oil and grease, sulfide and volatile organics. All other pollutants will be measured by composite samples obtained through flow- proportional sampling techniques. If flow- proportional composite sampling is infeasible, samples may be obtained through time- proportional sampling techniques or through four (4) grab samples if the user proves such a sample will be representative of the discharge. See Section 134-5A for specific Pollutant Limitations.

6. Special Certification: The user shall submit a statement, reviewed by an authorized representative of the industrial user and certified to by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis and, if not, whether additional operation and maintenance (O & M) and/or additional pretreatment is required in order to meet the pretreatment standards and requirements.

7. Compliance Schedule: If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the user shall submit the shortest schedule by which the industrial user will provide such additional pretreatment and/or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. All compliance schedules must meet the following requirements:

a. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);

b. No increment referred to above shall exceed nine (9) months;

c. The user shall submit a progress report to the Town no later than fourteen days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and if appropriate, the steps being taken by the user to return to the established schedule; and

d. In no event shall nine (9) months elapse between such progress reports to the Town.

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8. Signature and Certification. All baseline monitoring reports must be signed and certified.

B. COMPLIANCE DEADLINE REPORTS - Within ninety (90) days following the date for final compliance with applicable Categorical Pretreatment Standards or, in the case of a new source, following commencement of the introduction of wastewater into the municipal wastewater system, any industrial user subject to such pretreatment standards and requirements shall submit to the Town a report containing the information described in Section 134-18A (5) and (6). For industrial users subject to equivalent mass or concentration limits established in accordance with the procedures in 40 CFR 403.6(c) and 9VAC25-31-780(C), this report shall contain a reasonable measure of the user's long-term production rate. For all other industrial users subject to Categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. All compliance reports must be signed and certified.

C. PERIODIC COMPLIANCE REPORTS

1. Any significant categorical or non-categorical industrial user subject to a pretreatment standard shall, at a frequency determined by the Administrator but in no case less than quarterly submit a report indicating the nature and concentration of pollutants in the discharge which are limited by such pretreatment standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or pollution prevention alternative, the user must submit documentation required by the Town or the Pretreatment Standard necessary to determine the compliance status of the User. All periodic compliance reports must be signed and certified.

2. All wastewater samples must be representative of the industrial user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean and maintained in good working order at all times. The failure of an industrial user to keep its monitoring facility in good working order shall not be grounds for the industrial user to claim that sample results are unrepresentative of its discharge.

3. If a user subject to the reporting requirement in this section monitors any pollutant more frequently than required by the Administrator, using the procedures described in Section 134- 13 (C) of this ordinance, the results of this monitoring shall be included in this report.

4. In the event that an industrial user's monitoring results indicate a violation has occurred, the industrial user must immediately notify the Town (within 24 hours) and resample its discharge. The industrial user must report the results of the repeated sampling within thirty (30) days of discovering the first violation. The industrial user is not required to resample if the Town monitors at the user's facility at least once a month, or if the Town samples between the user's initial sampling and when the user receives the results of this sampling.

D. REPORTS OF CHANGED CONDITIONS - Each industrial user is required to notify the Administrator of any planned significant changes, as defined in Section 134-18 (D)(4) to the industrial user's operations or pretreatment systems which might alter the nature, quality or volume of its wastewater, including any changes which affect the potential for a slug discharge.

1. The Administrator may require the industrial user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater permit application, if necessary.

2. The Administrator may issue a wastewater permit or may modify an existing wastewater permit in response to changed conditions or anticipated changed conditions.

3. No industrial user shall implement the planned changed condition(s) until and unless the Administrator has responded to the industrial user's notice.

4. For purposes of this requirement, flow increases of ten percent (10%) or greater and the discharge of any previously unreported pollutant shall be deemed significant.

E. REPORTS OF POTENTIAL PROBLEMS - Each industrial user shall provide protection from accidental or intentional discharges of prohibited materials or other substances regulated by this Article. Facilities to prevent the discharge of prohibited materials shall be provided and maintained at the owner's or user's own cost and expense. Detailed plans showing facilities and operating

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procedures to provide this protection shall be submitted to the Town for review and shall be approved by the Town before construction of the facility. Review and approval of such plans and operating procedures shall not relieve the industrial user from the responsibility to modify the user's facility as necessary to meet the requirements of this Article.

1. No industrial user which commences contribution to the system after the effective date of this Article shall be permitted to introduce pollutants into the system until accidental discharge procedures have been approved by the Town.

2. In the case of any discharge, including, but not limited to, accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, a Slug Discharge or Slug Load, that might cause potential problems for the POTW, the User shall immediately telephone and notify [the Superintendent] of the incident. This notification shall include the location of discharge, type of waste, concentration and volume, if known, and corrective actions taken by the user.

3. Within five (5) days following an accidental discharge, the user shall, unless waived by the Administrator, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage or other liability which may be incurred as a result of damage to the system, natural resources or any other damage to person or property; nor shall such notification relieve the user of any fines, civil penalties or other liability which may be imposed by this Article.

4. Failure to notify the Town of potential problem discharges shall be deemed a separate violation of this Article.

5. A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees whom to call in the event of a discharge described in Subsection E (2) above. Employers shall ensure that all employees who may cause or suffer such a discharge to occur are advised of the emergency notification procedure.

F. REPORTS FROM NONCATEGORICAL USER - All industrial users not subject to Categorical Pretreatment Standards and not required to obtain a wastewater permit shall provide appropriate reports to the Town as the Administrator may require.

G. SAMPLE COLLECTION

1. Except as indicated in Subsection G (2) below, wastewater samples collected for purposes of determining industrial user compliance with pretreatment standards and requirements must be obtained using flow-proportional composite collection techniques. In the event that flow-proportional sampling is not feasible, the Administrator may authorize the use of time-proportional sampling.

2. Samples for oil and grease, temperature, pH, cyanide, phenols, toxicity, sulfides, and volatile organic chemicals must be obtained using grab collection techniques.

H. ANALYTICAL REQUIREMENTS - All pollutant analyses, including sampling techniques, to be submitted as part of a permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR 136 or, if 40 CFR 136 does not contain sampling or analytical techniques for the pollutant in question, in accordance with procedures approved by the EPA and the Town.

I. MONITORING CHARGES - The Administrator may recover the Town's expenses incurred in collecting and analyzing samples of the industrial user's discharge by adding the costs to the industrial user's sewer charges.

J. TIMING - Written reports will be deemed transmitted at the time of deposit, for mailing postage prepaid, into a mail facility of the United States Postal Service.

K. RECORDKEEPING - Industrial users shall retain and make available for inspection and copying all records and information required to be retained under 40 CFR 403.12(o) and 9VAC25-31-840(0) including all records of information obtained pursuant to any monitoring activities required by this ordinance, any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements, and documentation associated with Best Management Practices established under Section 134-5.C. Records shall include the date,

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exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning compliance with this Article or where the industrial user has been specifically notified of a longer retention period by the Administrator.

L. INSPECTION AND SAMPLING - The Town, and/or its duly authorized agents, bearing credentials and identification, shall have the right to enter the facilities of any industrial user to ascertain whether the purpose of this Article is being met and all requirements are being complied with. Industrial users shall allow the Administrator, or his representatives, ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying and the performance of any additional duties.

1. Where a user has security measures in force which require proper identification and clearance before entry into its premises, the industrial user shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, personnel from the Town, state and USEPA will be permitted to enter, without delay, for the purposes of performing their specific responsibilities.

2. The Town, state and USEPA shall have the right to set up or require installation of, on the industrial user's property, such devices as are necessary to conduct sampling and/or metering of the user's operations.

3. The Town may require the industrial user to install monitoring equipment, as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the industrial user at the industrial user's expense. All devices used to measure wastewater flow and quality shall be calibrated periodically to ensure their accuracy.

4. Unreasonable delays in allowing Town personnel access to the industrial user's premises shall be a violation of this Article.

5. The Town and/or its agents may randomly sample and analyze the effluent from industrial users and conduct surveillance activities in order to identify, independent from information supplied by industrial users, occasional and continuing noncompliance with pretreatment standards. The Town and/or control authority must evaluate at least once a year whether a significant industrial user needs a plan to control slug discharges. For the purpose of this subsection, a slug discharge is any discharge of a non-routine, episodic nature, including but not limited to, an accidental spill or a non-customary batch discharge. If the Town and/or approval authority decides that a slug control plan is needed, the plan shall contain, at a minimum, the following elements:

- a. Description of discharge practices, including non-routine batch discharges;
- b. Description of stored chemicals;
- c. Procedures for immediately notifying the Town of slug discharges, including any discharge that would violate a prohibition under 40 CFR Part 403.5(b) and 9VAC25-31-770(A), with procedures for follow up written notification within five (5) days;
- d. If necessary, procedures to prevent adverse impact from accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structure or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency responses.

M. CONFIDENTIAL INFORMATION - Information and data on a user obtained from reports, surveys, wastewater discharge permit applications, wastewater discharge permits and monitoring programs, and from the Town's inspection and sampling activities, shall be available to the public without restriction, unless the user specifically requests, and is able to demonstrate to the satisfaction of the Town, that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable State law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the user furnishing a report that such information should be held

confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available immediately upon request to governmental agencies for uses related to the NPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other "effluent data" as defined by 40 CFR Part 2.302 will not be recognized as confidential information and will be available to the public without restriction.

N. NOTIFICATION OF THE DISCHARGE OF HAZARDOUS WASTE

1. Any user who commences the discharge of hazardous waste shall notify the POTW, the EPA Regional Waste Management Division Director, and State hazardous waste authorities, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include:

- a. the name of the hazardous waste as set forth in 40 CFR Part 261,
- b. the EPA hazardous waste number, and
- c. the type of discharge (continuous, batch, or other).

2. If the user discharges more than one hundred (100) kilograms of such waste per calendar month to the POTW, the notification also shall contain the following information to the extent such information is known and readily available to the user:

- a. An identification of the hazardous constituents contained in the wastes;
- b. An estimation of the mass and concentration of such constituents in the waste stream discharged during that calendar month, and
- c. An estimation of the mass of constituents in the waste stream expected to be discharged during the following twelve (12) months.

3. All notifications must take place no later than one hundred and eighty (180) days after the discharge commences. Any notification under this paragraph need to be submitted only once for each hazardous waste discharged. However, notifications of changed conditions must be submitted under Section 134-18(D) of this ordinance. The notification requirement in this section does not apply to pollutants already reported by users subject to categorical pretreatment standards under the self-monitoring requirements of Sections 134-18(A), 134-18(B) and 134-18(C) of this ordinance.

4. Dischargers are exempt from the requirements of paragraph A, above, during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR Part 261.30(d) and Part 261.33(e). Discharge of more than fifteen (15) kilograms of nonacute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR Part 261.30(d) and Part 261.33(e), requires a one-time notification. Subsequent months during which the user discharges more than such quantities of any hazardous waste do not require additional notification.

5. In the case of any new regulations under Section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the user must notify the Town, the EPA Regional Waste Management Waste Division Director, and State hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.

6. In the case of any notification made under this section, the user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

7. This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this ordinance, a permit issued there under, or any applicable Federal or State law.

134-19 ADMINISTRATIVE ENFORCEMENT REMEDIES

A. NOTIFICATION OF VIOLATION - Whenever the Administrator finds that any domestic user or any industrial user has violated or is violating this Article, a wastewater permit or order issued hereunder or any other pretreatment requirement, the Administrator, or his agent, may serve upon said user a written notice of violation. Within five (5) days of the receipt of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to

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include specific required actions, shall be submitted to the Administrator. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this section shall limit the authority of the Town to take emergency action without first issuing a notice of violation.

B. CONSENT AGREEMENTS - The Administrator is hereby empowered to enter into consent agreements, assurances of voluntary compliance or other similar documents establishing an agreement with any domestic or industrial user responsible for the noncompliance. Such agreements will include specific action taken by the industrial user to correct the noncompliance within a time period also specified by the agreement. Consent agreement shall be judicially enforceable.

C. SHOW CAUSE HEARING

1. The Administrator may order any domestic or industrial user which causes or contributes to violation(s) of this Article, wastewater permits or agreements hereunder or any other pretreatment requirement to appear before the Administrator and show cause why a proposed enforcement action should not be taken. Notice shall be served on the user specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action and a request that the user show cause why this proposed enforcement action should not be taken. The notice of the meeting shall be mailed by first class mail to the last known address of the user as stated on the permit application. Such notice may be mailed to any authorized representative of an industrial user. Immediate enforcement action may be taken by the Administrator following the hearing, whether or not the user appears. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the user.

2. An administrative appeal of any show cause hearing may be made to the Town Manager in accordance with the same terms and conditions set forth herein for appeals of wastewater permit application decisions. An appeal from the Town Manager's decision on a show cause hearing may be made to the Circuit Court of Warren County in accordance with the same terms and conditions set forth for appeals from the Town Manager's decisions on wastewater permit application appeals.

D. JUDICIAL REMEDIES

1. The Town may enforce violation of or deviation from the standards of this Article by suit for injunction or other appropriate legal action or suit.

2. The Town may seek to recover by legal action or suit from any industrial user monetary compensation for damages to its public sanitary sewage system, and the POTW's treatment system, caused by the industrial user's violation of or deviation from the standards of this Article.

3. A person who violates the provisions of this Article shall be guilty of a Class 1 misdemeanor and upon conviction is punishable by a maximum fine up to two thousand five hundred (\$2,500) dollars per violation per day and confinement in jail for not more than twelve (12) months, either or both. In the event of a violation, the Town shall also have the right to terminate the sewer and water connections.

4. In addition to the proceedings under the authority of subsection (c) of this section the Town is entitled to pursue all other criminal and civil remedies to which it is entitled under authority of state statutes or other ordinances of the Town against a person conducting a prohibited discharge or violating a pretreatment standard or requirement, including, without limitation, injunctive relief.

5. Any person who knowingly makes and false statements, representations, or certifications in any application, record, report, plan or other document files required to be maintained pursuant to this Article, or wastewater permit, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring devices or method required under this article shall, upon conviction, be punishable by a maximum fine up to two thousand five hundred (\$2,500) dollars per violation per day and confinement in jail for not more than twelve (12) months, either or both.

6. The Town has the authority and procedures (which shall include notice to the affected industrial users and an opportunity to respond) to halt or prevent any discharge to the system which presents or may presents an endangerment to the environment or which threatens to interfere with the operation of the system. The Director of the Department of Environmental Quality or an authorized

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representative shall have authority to seek judicial relief and may also use administrative penalty authority when the Town has sought a monetary penalty which the Director believes to be insufficient.

E. OTHER ACTIONS

1. The Town shall be authorized to implement such other program and enforcement mechanisms as are consistent with regulatory guidelines and are deemed appropriate.

2. The Town shall publish annually, in any daily newspaper published in the municipality where the POTW is located, a list of users which, during the previous twelve (12) months were in significant noncompliance with applicable pretreatment standards and requirements. The term significant noncompliance shall mean:

a. Chronic violations of wastewater discharge limits defined here as those in which sixty-six (66) percent or more of wastewater measurements taken during a six-month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits.

b. Technical Review Criteria (TRC) violations, defined here as those in which thirty-three (33) percent or more of wastewater measurements for each pollutant parameter taken during a six-month period equals or exceeds the product of the numeric pretreatment standard or requirement, including instantaneous limits, multiplied by the applicable criteria [one and four tenths (1.4) for BOD, TSS, fats, oils and grease, and one and two tenths (1.2) for all other parameters except pH];

c. Any other violation of a pretreatment standard or requirement (daily maximum, long-term average, instantaneous limit, or narrative standard) that the Town determines has caused, alone or in combination with other discharges, interference or pass through, including endangering the health of POTW personnel or the general public;

d. Any discharge of pollutants that has caused imminent endangerment to the public or to the environment, or has resulted in the Town's exercise of its emergency authority to halt or prevent such discharge;

e. Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;

f. Failure to provide within forty-five (45) days after the due date, any required reports, including baseline monitoring reports, ninety-day compliance reports, , periodic self-monitoring reports, and reports on compliance with the compliance schedules;

g. Failure to accurately report noncompliance; or

h. Any other violation or group of violations which the Town determines will adversely affect the operation or implementation of the pretreatment program.

3. Supplemental Enforcement Action

a. Performance Bonds - The Administrator may decline to issue or reissue a wastewater discharge permit to any user who has failed to comply with any provision of this Article, a previous wastewater discharge permit, or other issued hereunder, or any other pretreatment standard or requirement, unless such user first files a satisfactory bond payable to the Town, in a sum not to exceed a value determined by the Administrator to be necessary to achieve consistent compliance.

b. Liability insurance - The Administrator may decline to issue or reissue a wastewater discharge permit to any user who has failed to comply with any provision of this Article, a previous wastewater discharge permit, or other issued hereunder, or any other pretreatment standard or requirement, unless such user first submits proof that it has obtained financial assurances sufficient to restore or repair damage to the POTW caused by its discharge.

c. Water supply severance - Whenever a user has violated or continues to violate any provisions of this Article, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, water service to the user may be severed. Service will only recommence, at the user's expense, after it has satisfactorily demonstrated its ability to comply.

4. Availability of Records - Effluent data provided to the DEQ or to the Town shall be available to the public without restriction. Industrial users shall comply with all public access requirements of 40 CFR Part 403.14 and 9VAC25-31-860, incorporated by reference.

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F. REMEDIES NONEXCLUSIVE

The remedies provided for in this ordinance are not exclusive. The Town may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will generally be in accordance with the Town's enforcement response plan. However, the Town may take other action against any user when the circumstances warrant. Further, the Town is empowered to take more than one enforcement action against any noncompliant user.

134- 20 – 134-28 – NO CHANGES

This ordinance shall become effective upon passage.

COUNCIL APPROVAL – An Ordinance Amendment to Chapter 85 Pertaining to the removal of a recycling collection fee (*2nd Reading*)

Clerk of Council read the summary: Council is requested to adopt on its second and final reading an ordinance amendment to Chapter 85 to remove a recycling collection fee of \$10.00 and change the name "Environmental Services" to "Public Works" throughout the Chapter. If approved, the "Failure to separate recyclable materials is \$10.00 per occurrence after third violation notice" will be removed from the Town Code due to the separation of recyclables no longer being required.

Councilman Cockrell moved seconded by Councilman Holloway that Council adopt on its second and final reading an ordinance amendment to Chapter 85 to remove a recycling collection fee of \$10.00 and changing the name "Environmental Services" to "Public Works" throughout the Chapter, as presented

There were not comments from Council.

Vote: Yes – Councilmen Sealock, Cockrell, Gillispie, Holloway, Meza and Thompson

No – N/A

Abstain – N/A

Absent – N/A

ROLL CALL

AN ORDINANCE TO AMEND FRONT ROYAL TOWN CODE CHAPTER 85-3 AND 85-11 PERTAINING TO DEPARTMENT NAME CHANGES AND REMOVAL OF RECYCLING CHARGE

WHEREAS, Town Staff requests that the Town Code to reflect the correct name of the Public Works Department by removing reference to Environmental Services; and,

WHEREAS, Town Staff requests that the charge for "failure to separate recyclable materials" be removed from the Town Code, due to no longer having to separate recyclables; and,

NOW THEREFORE, BE IT ENACTED, by the Town Council of the Town of Front Royal, Virginia, that Chapter 85-3 and 85-11 of the Front Royal Town Code hereby be amended as follows:

85-3 COLLECTION CHARGES

E. The Town shall provide "On-Call Collection" of large items or large quantities of items to existing residential customers as follows:

1. Individuals shall establish a work order for collection and schedule collection with the Department of Public Works prior to placing material.

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2. Individuals shall identify the type and quantity of items to be collected, so that the Town may dedicate the necessary forces for collection. Items not acceptable for disposal, such as those identified in Section 85-10(E), or other items, such as, but not limited to, computer monitors, items containing mercury such as thermometers, sofas containing hideaway beds, recliners, items not readily crushable by the Town's mechanical refuse crushers, railroad ties, bricks, rocks, wooden or metal fencing, yard waste including tree limbs, roots, root balls, and stumps, air or propane tanks, swing sets, porch swings, picnic tables, and other items (however, yard waste items may be collected on a not on-call basis in accordance with the procedures established in Section 85-4 of the Town Code) determined by the Director of Public Works to be unacceptable shall not be collected as part of this program. All items to be collected, except furniture and appliances, shall be bagged in plastic or cloth bags, not to exceed fifty-five (55) gallons. All items to be collected shall be placed within the Right-of-Way, but items shall not be placed on the street or sidewalk. The Town shall not enter private property for On-Call Collection.

3. There will be no fee for the first collection work order per customer per calendar year containing twenty (20) or fewer bags, not exceeding fifty-five (55) gallons per bag, of bagged items to be collected, plus five (5) pieces of furniture determined by the Department of Public Works, as readily crushable by the Town's mechanical refuse crusher, or household appliances not containing Freon or mercury. For a second collection work order per customer per calendar year, the fee is \$25.00. For a third and all subsequent collection work orders per customer per calendar year, the fee is \$50.00.

4. For the first collection of unbagged items, and/or for collection of more than twenty (20) bags or five (5) furniture items of other acceptable items for collection, not otherwise eligible for collection pursuant to (3.) above, per customer per calendar year, there shall be a fee of Four Hundred Dollars (\$400.00) per hour. For a second collection of unbagged items and/or second collection of more than twenty (20) bags or five (5) furniture items or other acceptable items for collection, not otherwise eligible for collection pursuant to (3.) above, per customer per calendar year, there shall be a fee of Six Hundred Dollars (\$600.00) per hour. For a third or subsequent collection of unbagged items and/or a third or subsequent collection of more than twenty (20) bags or five (5) furniture items of other acceptable items for collection, not otherwise eligible for collection pursuant to (3.) above, per customer per calendar year, there shall be a fee of Eight Hundred Dollars (\$800.00) per hour.

5. Items containing Freon or other refrigerants, such as refrigerators, freezers, air conditioners, and dehumidifiers shall be subject to an additional fee of \$15.00 per item for the recovery of such refrigerants from the device.

6. Tires without rims shall be subject to a collection fee of \$2.00 per tire; tires with rims shall be subject to an additional fee of \$4.00 per tire for the Town's additional time and labor involved in separating the tires from the rims.

7. For purpose of §85-3(E) only, placement of bagged material or furniture compliant with this Code Section shall not constitute a violation of Town Code §142-4 for residential customers with an established, open On-Call Collection work order obtained through the Department of Public Works to place items for collection within the Town Right-of-Way so long as no such items placed obstruct the traveled portion of any street or sidewalk, and so long as access by the Town is not blocked or impeded. Placement of any material intended for collection through the On-Call Collection Program prior to establishing a work order shall constitute a violation of Town Code §142-4 and shall be subject to enforcement action and punishment as permitted by the Town Code.

85-11 SEPARATION; VIOLATIONS AND PENALTIES

G. Penalties for misdemeanor violation of this Chapter shall be as follows:

1. Failure to remove solid waste containers from Town right-of-way: \$10.00 per day of non-compliance after third violation notice.

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- 2.Failure to maintain containers in a clean and sanitary condition, free from odor, flies or vermin: \$25.00 per occurrence after third violation notice.
 - 3.Failure to bag solid waste placed in containers: \$25.00 per occurrence after third violation notice.
 - 4.Late placement of solid waste materials at curbside: \$25.00 per occurrence after third violation notice.
 - 5.Inclusion of hazardous, infectious or medical wastes in household solid waste containers: \$500.00 per occurrence.
 - 6.Other violations of this Chapter: \$25.00 per occurrence after third violation notice.
- This ordinance shall become effective upon passage.

COUNCIL AUTHORIZATION TO ADVERTISE for FY20-21 Annual Appropriation Ordinance

Clerk of Council read the summary: Council is requested to authorize staff to advertise the FY2020-2021 Annual Appropriation Ordinance (budget) for Tuesday, May 26, 2020 as presented.

Councilman Holloway moved seconded by Councilman Meza that Council authorize staff to advertise the FY2020-2021 Annual Appropriation Ordinance (budget) for Tuesday, May 26, 2020 as presented.

There were not comments from Council.

Vote: Yes – Councilmen Sealock, Cockrell, Gillispie, Holloway, and Meza
No – Councilman Thompson
Abstain – N/A
Absent – N/A
ROLL CALL

COUNCIL APPROVAL – Video Recording Services for Government Center Board Room – SwagIT Productions Services LLC

Clerk of Council read the Summary: The video recording equipment in the Warren County Government Center Board Room is outdated and malfunctioning. A Joint Work Session was held with the County of Warren on May 4, 2020 to discuss replacing the aging equipment. Council is requested to approve a contract with Swagit Production Systems LLC at a cost not to exceed \$48,267.50 to replace the video recording equipment in the Warren County Government Center Board Room and install new equipment in the Town Hall Conference Room contingent upon the County of Warren approving their shared cost of \$39, 717.50 for the Board Room. All costs include annual support, hardware, and service.

Councilman Cockrell moved seconded by Councilman Meza that Council approve a contract with SwagIT Production Systems LLC at a cost not to exceed \$48,267.50 to replace the video recording equipment in the Warren County Government Center Board Room and install new equipment in the Town Hall East Conference Room contingent

Mayor Initial ____

upon the County of Warren approving their shared cost of \$39, 717.50 for the Board Room. All costs include annual support, hardware, and service.

Councilman Meza thanked Information Director Todd Jones for a thorough presentation last week to the Town Council and the Board of Supervisors and that he agreed with taking this step.

Vice Mayor Sealock voiced support and recommendation of this item, noting that it was fully funded with funds that can only be used for this purpose.

Councilman Cockrell voiced support of this item, noting that it would make meetings more transparent and user friendly. Mr. Jones explained how the transcription was implemented. Mr. Tederick explained the difference between Town and County costs.

Vote: Yes – Councilmen Sealock, Cockrell, Gillispie, Holloway, Meza and Thompson

No – N/A

Abstain – N/A

Absent – N/A

ROLL CALL

COUNCIL APPROVAL – Resolution to Request General Assembly to Determine the Town Shall be Represented by One Delegate in the House of Delegates

Clerk of Council read the Summary and Resolution: Council is requested to approve a Resolution to request the General Assembly to determine that the Town of Front Royal shall be represented by one delegate in the Virginia House of Delegates, as presented.

Councilman Meza moved seconded by Councilman Thompson that Council approve a Resolution to request the General Assembly to determine that the Town of Front Royal shall be represented by one delegate in the Virginia House of Delegates, as presented.

Councilman Gillispie expressed his uneasiness with the Resolution noting that the Town currently has three good delegates. He cautioned Council to be careful when voting for this resolution and that he would be voting no.

Vice Mayor Sealock expressed concern with the resolution and voice support of the three delegates the Town currently has and would be voting no. Councilman Holloway agreed with Councilmen Gillispie and Sealock and would be voting no.

Councilman Meza noted that the current delegates are doing a great job representing the Town. He explained that the issue the Town currently has is that to receive an answer on an issue you must “go through” three delegates to receive an answer.

Vote: Yes – N/A

No – Councilmen Sealock, Cockrell, Gillispie, Holloway, Meza and Thompson

Abstain – N/A

Absent – N/A

ROLL CALL – Resolution not approved

Mayor Initial ____

COUNCIL APPROVAL – Resolution to Request Governor to Allow Town Council to Determine When to Open Local Businesses

Clerk of Council read the Summary and the Resolution placed in Council's Packet: Council is requested to approve a Resolution to request Governor Northam to allow Town Council to determine when to open local businesses.

Councilman Meza moved seconded by Vice Mayor Sealock to approve a Resolution to request Governor Northam to allow Town Council to determine when to open local businesses as amended and read by Interim Town Manager Tederick.

Councilman Meza explained that since Front Royal is a rural area the guidelines set forth by the Governor look differently than other areas of Virginia. He stated that he was not diminishing the effects of the COVID-10 Pandemic or the Governor's Order only suggesting a singular approach for the Town of Front Royal.

Vote: Yes – Councilmen Sealock, Cockrell, Gillispie, Holloway, Meza and Thompson

No – N/A

Abstain – N/A

Absent – N/A

ROLL CALL on Amended Resolution

RESOLUTION

Of the Town Council of the Town of Front Royal, Virginia Asserting its Competence to Determine When to Open Up Local Businesses

WHEREAS, on March 12, 2020, Governor Ralph Northam declared a state of emergency in the Commonwealth of Virginia in response to the continued spread of COVID-19; and

WHEREAS, on March 15, 2020, Governor Northam announced a ban on all gatherings of one hundred (100) or more people statewide; and

WHEREAS, on March 23, 2020, Governor Northam issued Executive Order 53, banning public and private gatherings of more than ten people, shutting down certain business and other entities, deeming some functions "essential" and excluding others, including religious worship; and

WHEREAS, on March 30, 2020, Governor Northam issued Executive Order 55, banning Virginia residents from leaving their house except for certain authorized purposes; and

WHEREAS, the Virginia Circuit Court for the City of Lynchburg has declared Executive Order unconstitutional as it relates to the operations of an indoor gun range in the case of *Lynchburg Range and Training v. Northam*; and

WHEREAS, the U.S. Department of Justice has joined a lawsuit in behalf of a small church in Chincoteague, Virginia, that is suing Governor Northam, arguing that the application of his Orders against the church violate the U.S. Constitution, stating in part, "there is no pandemic exception to the Constitution and its Bill of Rights"; and

WHEREAS, other establishments throughout the Commonwealth, including gyms, have sued Governor Northam alleging that he has exceeded his authority under both the State and Federal Constitutions; and

Mayor Initial ____

WHEREAS, the Town Council doubts the constitutionality of Governor Northam's Executive Orders 53 and 55, finding them irreconcilable with the freedoms of assembly, religion, and other rights enshrined in the Constitutions of the Commonwealth of Virginia and the United States of America; and

WHEREAS, according to the latest available numbers from the Lord Fairfax Health District of confirmed cases of COVID-19 in the County of Warren, of which the Town is a part, there are few hospitalizations and one death, and furthermore this number of hospitalizations appears to have stabilized and have remained consistent for some time now; and

WHEREAS, there is located in the Town an excellent hospital, Warren Memorial Hospital, which is a member of the Valley Health system of hospitals and other top-of-the-line health care facilities and health care professionals serving the northern Shenandoah Valley, including the County, as well as parts of West Virginia; and

WHEREAS, Town Council continues to take the COVID-19 outbreak seriously, having reacted seriously to it since March, urging social distancing, urging citizens to stay and work from home whenever and wherever possible (including its own Town staff); and

WHEREAS, most commercial businesses within the corporate limits of the Town are small ones, independently owned and operated, most of these businesses do not have the resources to stay closed indefinitely, and many, if not most, of these businesses must remain physically open to customers in order to survive; and

WHEREAS, these businesses have done everything in their power to comply with all Orders, declarations, and recommendations so mentioned, whether or not they have the force of law, simply because the owners and operators are good citizens; however, many, if not most, are facing permanent closure if they are not able to open very quickly for some sort of business, with permanent closure for the owners and operators of these small businesses presenting financial ruin for them and their families; and

WHEREAS, beginning in 2017, Town Council approved and embarked upon a Downtown Revitalization Plan, a part of which was applying for and being granted a Community Development Block Grant by the Virginia Department of Community Development, which had just commenced when the COVID-19 outbreak began; and

WHEREAS, Town Council is comprised of local men and women who take their Town, their larger community, their Commonwealth, and the health and welfare, physical, mental, and economic, of the Town's residents and citizens seriously, and Town Council is able, and is better situated, to assess local conditions carefully and in the best interests of their citizenry, and, likewise the citizens and residents of the Town have demonstrated remarkably good judgment and concern for their fellow citizens and residents by faithfully following said guidelines and orders; and

WHEREAS, Town Council is of the opinion that a single statewide approach is inappropriate for Virginia, which contains rural localities like the Town that remain largely unaffected by the COVID outbreak; and

WHEREAS, Town Council is of the further opinion that the citizens and residents of the Town will continue to use discretion and good judgment going forward.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Front Royal that the Town Council respectfully requests the Honorable Ralph Northam, Governor of the Commonwealth of Virginia, grant a limited exemption from Executive Order Numbers Fifty-One, Fifty-Three, and Fifty-Five, and further Executive Orders and declarations of the Commonwealth as they may relate to COVID-19 closing of businesses, social distancing, and social gatherings, only to the extent as they may relate to commercial businesses and enterprises within the corporate limits within the Town of Front Royal, so as to allow Town Council to determine when and how local business within the Town limits can safely reopen; and

BE IT FURTHER RESOLVED by the Town Council that if this Resolution is looked upon favorably by Governor Northam and Governor Northam grants said request, and if the

Mayor Initial _____

number of COVID-19 hospitalizations or deaths in Warren County trend significantly upward while this limited exemption is in place, that Town Council will of its own accord take such action to restrict Town business activity as appropriate under the circumstances, and, if necessary, request Governor Northam to impose such lawful actions to secure the public health as appropriate under the circumstances; and

FURTHER, BE IT RESOLVED that the Town Manger and Town Attorney are hereby directed to take all lawful, necessary, and appropriate actions to effectuate this Resolution.

ADOPTED this 11th day of May, 2020,

Vote: Yes – Councilmen Sealock, Cockrell, Gillispie, Holloway, Meza and Thompson

No – N/A

Abstain – N/A

Absent – N/A

ROLL CALL

CLOSED MEETING – Expansion of Business and FDR Services

Councilman Cockrell moved seconded by Councilman Gillispie that Town Council go into Closed Meeting for the following purposes:

- (1) To discuss the location or expansion of an energy-related business or industry in Town where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the Town, pursuant to Section 2.2-3711. A. 5. of the Code of Virginia.*
- (2) To discuss the award of a public contract with FDR Services Corporation of Virginia, Inc involving the expenditure of public funds, and discussion of the terms or scope of such contract, where discussion in an Open Meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2- 3711. A. 29. of the Code of Virginia.*
- (3) Consultation with legal counsel employed by Town Council regarding specific legal matters, specifically, modification or renegotiation of the contractual provisions of FDR Services Corporation of Virginia, Inc., requiring the provision of legal advice by such counsel, pursuant to Section 2.2-3711. A. 8. of the Code of Virginia.*

Vote: Yes – Councilmen Sealock, Cockrell, Gillispie, Holloway, Meza and Thompson

No – N/A

Abstain – N/A

Absent – N/A

ROLL CALL

Councilman Cockrell moved seconded by Councilman Holloway that the Mayor and Town Council certify that to the best of each member's knowledge, as recognized by each Mayor and Council member's affirmative vote, that only such public business matters lawfully exempted from Open Meeting requirements under the Virginia Freedom of

Mayor Initial ____

Information Act as were identified in the motion by which the Closed Meeting was convened were heard, discussed or considered in the Closed Meeting by the Mayor and Council, and that the vote of each individual member of Mayor and Council be taken by roll call and recorded and included in the minutes of the meeting of Town Council.

Vote: Yes – Mayor Tewalt, Councilmen Sealock, Cockrell, Gillispie, Holloway, Meza, Thompson
No – N/A
Abstain – N/A
Absent – N/A

ROLL CALL

Councilmen Holloway and Thompson moved to adjourn.
The Mayor adjourned the meeting at 9:15.

APPROVED:

Eugene R. Tewalt, Mayor

ATTEST:

Tina L. Presley Clerk of Council

Councilman _____ moved, seconded by _____ approved the Regular Council Meeting minutes of May 11, 2020 on May 26, 2020.

Mayor Initial _____

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Town of Front Royal, Virginia Council Agenda Statement

Item # 5

Meeting Date: May 26, 2020

Agenda Item: PUBLIC HEARING – An Ordinance to Amend Town code Section 158-6 Pertaining to Adoption by Reference of the State Motor Vehicular Laws (*1st Reading*)

Summary: Council is requested to affirm on its first reading and ordinance to amend and re-enact Town code Section 158-6 pertaining by Reference of the State Motor Vehicular Laws, as presented. The Town must re-adopt Section 158-6 of the Town code, which legally allows the Town to incorporate all the changes to the State code traffic laws that have been made during the year.

Budget/Funding: None

Meetings: None

Staff

Recommendation: Approval_____ Denial_____

Proposed Motion: I move that Council affirm on its first reading and ordinance to amend and re-enact Town code Section 158-6 pertaining by Reference of the State Motor Vehicular Laws, as presented.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: _____

**AN ORDINANCE TO AMEND SECTION 158-6 OF THE FRONT ROYAL TOWN CODE
PERTAINING TO ADOPTION BY REFERENCE OF THE STATE MOTOR VEHICULAR LAWS**

BE IT ENACTED by the Town Council of the Town of Front Royal, Virginia, that Section 158-6 of the Front Royal Town Code is hereby amended and enacted as follows:

Pursuant to the authority of Section 46.2-1313, Code of Virginia, 1950, as amended, all of the provisions and requirements of the laws of the State as of **July 1, 2020**, contained in Title 46.2, Code of Virginia, 1950, as amended, and Article 2 of Chapter 7 of Title 18.2, Code of Virginia, 1950, as amended, except those provisions and requirements the violation of which constitutes a felony and except those provisions and requirements which, by their very nature, can have no application to or within the Town, are adopted and incorporated by reference and made applicable within the Town. References to "highways of the state" contained in such provisions and requirements hereby adopted shall be deemed to refer to the highways and other public ways within the Town. Such provisions and requirements are hereby adopted, mutatis mutandis, and made part of this chapter as fully as those set forth at length herein; and it shall be unlawful for any person within the Town to violate or fail, neglect or refuse to comply with any provision of Title 46.2, Code of Virginia, and Article 2 of Chapter 7 of Title 18.2, Code of Virginia, which is adopted by this section, provided that in no event shall the penalty imposed for the violation of any provision or requirement adopted exceed the penalty imposed for a similar offense under Title 46.2, Code of Virginia, and Article 2 of Chapter 7 of Title 18.2, Code of Virginia.

For purposes of § 4-4 (E) of the Town Code, this Ordinance is deemed routine, and is effective on **July 1, 2020**.

APPROVED:

Eugene R. Tewalt, Mayor

ATTEST:

Tina L. Presley Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____, upon the following recorded vote:

Lori A. Cockrell	Yes/No	Jacob L. Meza	Yes/No
William A. Sealock	Yes/No	Chris W. Holloway	Yes/No
Letasha Thompson	Yes/No	Gary Gillispie	Yes/No

A public hearing on the above was held on May 26, 2020, having been advertised in the Northern Virginia Daily on May 9 and May 16, 2020.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____ / ____ / ____

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Town of Front Royal, Virginia Council Agenda Statement

Item # 6

Meeting Date: May 26, 2020

Agenda Item: PUBLIC HEARING – An Ordinance to Amend Chapter 12 and Chapter 175 pertaining to Revision or Removal of Certain Fees in Town Code (*1st Reading*)

Summary: Council is requested to affirm on its first reading an ordinance to amend the Town Code as presented below:

Chapter 12 (FEES)

- Tires with or without rim from various fees to one fee of \$5.00
- Removal of Construction Specifications fee: \$15.00
- Removal of Charge for a hardcopy of the Town Code: \$100.00
- Removal of Town Right-of-Way Vacation Application Fee: \$100.00

Chapter 175-137 (FEES, CHARGES AND EXPENSES)

- Removal of Business License Zoning Clearance Fee: \$10.00

Budget/Funding: None

Meetings: Work Session held April 6, 2020

Staff

Recommendation: Approval_____ Denial_____

Proposed Motion: I move that Council affirm on its first reading an ordinance to amend the Town Code Chapter 12 (FEES) and Chapter 175-137 (FEES, CHARGES AND EXPENSES) as presented.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: 

**AN ORDINANCE TO AMEND CHAPTER 12-2, 12-6 & 175-137 OF THE FRONT ROYAL
TOWN CODE PERTAINING TO REVISION AND REMOVAL OF CERTAIN FEES**

12-2 PUBLIC WORKS FEES

After hours shut-off calls (water)	\$30.00
Construction Specifications	\$15.00
Data Log Obtained from a Water Meter within 12 months	\$25.00 for the 3 rd and subsequent
Excavation for Sewer Clean Out Installation	\$150.00 per hour
Freon Removal (white goods commercial or residential)	\$15.00
Grease Trap Inspection (3 rd and all subsequent)	\$50.00 per inspection
On-Call Refuse Collection	Can be found in §85-3(E) of the Town Code
Recreational Vehicle Septic Tank Dump	\$17.50 each
Right-of-Way Utilization Fee	\$25.00 plus bond and insurance
Septic Tank Waste	\$50.00 per 1,000 gallons
Temporary Hydrant Meter Deposit (agreement for reading of water must be signed)	\$400.00 5/8" and smaller \$2,350 greater than 5/8"
Tires with or without Rim, not to exceed 16.5	\$25.00 per tire
Tires on Rim, not to exceed 16.5 inches	\$4.00 per tire
Tires over 16.5 inches with or without Rim	\$5.00 per tire
Water Meter Test (2 nd or subsequent test)	\$25.00 each
White Goods Disposal, Commercial	\$15.00 per item plus \$15.00 per Freon item
White Goods Disposal, Residential	No Charge plus \$15.00 per Freon item
Yard Waste Disposal, Commercial, Lg. Truck	\$50.00
Yard Waste Disposal, Commercial, Pickup Tk	\$25.00
Yard Waste Disposal, Residential (Town OR County Decal Required)	No Charge

12-6 MISCELLANEOUS FEES

Town Code, hardcopy	\$100.00
Town Right of Way Vacation Application	\$100.00

Freedom of Information Act (FOIA) requests for available information shall be submitted to the appropriate department that maintains the records sought for processing. Any request for records or documents from the Town is considered a FOIA request. All FOIA requests shall be communicated by the Department of the Town Manager and Town Attorney. FOIA regulations allow the Town to assess a reasonable charge for the costs to access, search, duplicate, and supply the requested materials if they exist. The Town shall not assess fees if staff time is less

through a FOIA request will be notified as soon as practicably possible. The Town shall conform to all FOIA regulations established by the Commonwealth of Virginia to ensure access to all available Town documents.

175-137 FEES, CHARGES AND EXPENSES

A. The Town Council hereby establishes the following schedule of fees, charges, and expenses for zoning permits, certificates of use, special permits, variances, appeals, amendments and other matters pertaining to this chapter.

For processing an Administrative Variance - \$100.00

For processing a Board of Architectural Review request –

- Administrative Review: \$50.00

- Board of Architectural Review: \$100.00

- Demolition of Historically Significant Structure: \$200.00

For processing a Board of Zoning Appeals application - \$400.00

~~For Business License Zoning Clearance - \$10.00~~

For issuing a Certificate of Compliance - \$25.00

For processing an application to amend the Comprehensive Plan - \$400.00

For processing an amendment to the Zoning Ordinance - \$400.00

For processing a Rezoning application –

- 1 acre or less: \$500.00

- Over 1 acre: \$500.00 + \$100.00 per acre over 1st acre

- Downzoning: \$400.00

Proffer amendment or Concept Plan/Master Land Use Plan Revision - \$400.00

For processing an application for a Sign Permit –

- Permanent: \$50.00

- Permanent (Entrance Corridor): \$75.00

- Temporary: \$25.00

- Relocation of previously approved sign: no charge for review

Requested Re-advertisement - \$200.00 per meeting

For processing an application for a Special Use Permit - \$400.00

For a Zoning Permit, Commercial Accessories/Additions - \$100.00

For a Zoning Permit, Residential Accessories/Additions - \$25.00

For a Zoning Permit, Multi-Family Residential Dwelling - \$50.00 per unit

For a Zoning Permit, New Commercial - \$100.00

For a Zoning Permit, New Single-Family Residential Dwelling - \$75.00

For a Zoning Permit, Portable Storage Container (Residential or Commercial) - \$25.00 each

For a Zoning Permit, Fences (for all uses) - \$25.00

Construction or Land Disturbance Activity without a Permit – double zoning permit regular fee

Requested Copies –

- Letter Paper Size: \$0.15 per sheet (b&w) or \$2.00 per sheet (color)

- Legal Paper Size: \$0.50 per sheet (b&w) or \$2.50 per sheet (color)

- 11" x 17" Paper Size: \$0.75 per sheet (b&w) or \$3.50 per sheet (color)

- Bond Paper for over 11" x 17" Sizes: \$0.50 per s.f. (b&w) or \$3.00 per s.f. (color)

- Copy of Zoning Ordinance: \$15.00

- Copy of the Comprehensive Plan (each): \$20.00

This ordinance shall become effective July 1, 2020.

APPROVED:

Eugene R. Tewalt, Mayor

ATTEST:

Tina L. Presley Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted , 2020, upon the following recorded vote:

Lori A. Cockrell	Yes/No	Jacob L. Meza	Yes/No
William A. Sealock	Yes/No	Chris W. Holloway	Yes/No
Letasha Thompson	Yes/No	Gary Gillispie	Yes/No

A public hearing on the above was held on May 26, 2020, having been advertised in the Northern Virginia Daily on May 9 and May 16, 2020.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____

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Town of Front Royal, Virginia Council Agenda Statement

Item # 7

Meeting Date: May 26, 2020

Agenda Item: PUBLIC HEARING – An Ordinance Amendment to Town Code Chapter 134 Pertaining to Water/Sewer Rates and System Development Charges (1st Reading)

Summary: Council is requested to affirm on its first reading an ordinance amendment to Town Code Chapter 134 pertaining to the increase of sewer service rates and the decrease of water service rates and system development charges for both sanitary sewer service and water service, as presented.

There is a small revision to the Sewer Service Rate for Commercial/Industrial Laundries in 134-22.4. The In-Town laundry sewer service rate above 100,000 gallons and below 500,000 gallons was advertised as an increase from \$13.33 to \$14.53 and it should be an increase from \$13.33 to \$14.03. It has been changed in the attached ordinance.

Budget/Funding: None

Meetings: Work Session held April 6, 2020

Staff

Recommendation: Approval_____ Denial_____

Proposed Motion: I move that Council affirm on its first reading an ordinance amendment to Town Code Chapter 134 pertaining to the increase of sewer service rates and the decrease of water service rates and system development charges for both sanitary sewer service and water service, as presented.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: 

**AN ORDINANCE TO AMEND CHAPTER 134 PERTAINING TO THE INCREASE OF
SEWER SERVICE RATES, THE DECREASE OF WATER SERVICE RATES AND THE
DECREASE OF SYSTEM DEVELOPMENT CHARGES FOR BOTH SANITARY
SEWER SERVICE AND WATER SERVICE**

**CHAPTER 134
Sewers and Water**

GENERAL PROVISIONS

134-1 CONNECTIONS

PROVISIONS APPLICABLE TO SEWERS AND PRETREATMENT OF WASTE

**134-2 PURPOSE AND POLICY; OBJECTIVES; APPLICABILITY; ADMINISTRATION
AND ENFORCEMENT**

134-3 DEFINITIONS; ABBREVIATIONS

134-4 PROHIBITED DISCHARGE STANDARDS

134-5 SPECIFIC POLLUTANT LIMITATIONS

134-6 VARIANCES AND AGREEMENTS

134-7 DILUTION RESTRICTED

134-8 FEDERAL CATEGORICAL PRETREATMENT STANDARDS

134-9 PRETREATMENT MEASURES

134-10 SPILL PREVENTION PLANS

134-11 TENANT RESPONSIBILITY

134-12 HAULED WASTEWATER

**134-13 WASTEWATER PERMIT REQUIRED; APPLICATION; APPROVAL/ DENIAL;
REISSUANCE**

134-14 WASTEWATER PERMIT APPEALS

134-15 PERMIT PROVISIONS

134-16 PERMIT MODIFICATIONS AND TRANSFER

134-17 PERMIT REVOCATION; APPEAL

134-18 SIGNIFICANT INDUSTRIAL USER REPORTING REQUIREMENTS

134-19 ADMINISTRATIVE ENFORCEMENT REMEDIES

134-20 EMERGENCY SUSPENSIONS OR TERMINATION

134-21 GENERAL PROVISIONS FOR ALL USERS

134-22 ~~CONNECTION FEES~~ SYSTEM DEVELOPMENT CHARGES

134-22.1 SANITARY SEWER SERVICE RATES

134-22.2 RESIDENTIAL SUMMER SEWER SERVICE RATES

134-22.3 SANITARY SEWER CONNECTIONS; FURNISHING AND REPAIR

134-22.4 SEWER SERVICE RATES-COMMERCIAL AND INDUSTRIAL LAUNDRIES

134-22.5 WATER NOT DISCHARGED TO SEWERS EXCLUDED FROM RATES

134-23 INDUSTRIAL WATER AND SEWER RATES AND CHARGES

134-24 RESIDENTIAL SEWER BACKUP PROTECTION PROGRAM

134-25 (RESERVED)

**134-26 EXTENSIONS TO DEVELOPMENTS; RESPONSIBILITY TO INSTALL MAINS
WITHIN SUBDIVISION**

134-27 TESTING STANDARDS

- 134-28 VIOLATIONS AND PENALTIES; LIABILITIES
- 134-29 PUBLICATION OF SIGNIFICANT VIOLATORS

PROVISIONS APPLICABLE PARTICULARLY TO WATER

- 134-30 CONNECTION CHARGE ESTABLISHED
- 134-31 APPLICATION FOR WATER SUPPLY; WATER SUPPLY SERVICE CONTRACT REQUIRED
- 134-31.1 WATER SERVICE RATES
- 134-31.2 WATER SERVICE RATES-COMMERCIAL AND INDUSTRIAL LAUNDRIES
- 134-32 FURNISHING OF WATER METERS AND APPURTENANCES; REPAIRS
- 134-33 (RESERVED)
- 134-34 COMPLIANCE AND APPROVAL REQUIRED
- 134-35 REMOVAL OR REPAIR OF METERS AND FIXTURES
- 134-36 REMOVAL OF METERS FOR TESTING; PAYMENT OF BILL WHEN COMPLAINT IN PROCESS
- 134-37 CHARGE FOR REINSPECTION OF METER
- 134-38 USE OF WATER BY SEVERAL CONSUMERS ON ONE METER
- 134-39 METERING WHEN MORE THAN ONE SERVICE PIPE SUPPLIES PREMISES
- 134-40 REPAIR OR REPLACEMENT OF METERS OR BOXES BECAUSE OF NEGLIGENCE OF CONSUMER
- 134-41 WATER TO BE TURNED ON ONLY BY AUTHORIZED AGENT
- 134-42 REPAIRING OF LEAKS
- 134-43 DISCONTINUANCE OF SERVICE
- 134-44 WASTE, UNAUTHORIZED USE OF WATER
- 134-45 OPENING OF FIRE HYDRANTS
- 134-46 UNAUTHORIZED REMOVAL FROM HYDRANT, THROUGH, FOUNTAIN OR FIRE-SUPPRESSION SYSTEM
- 134-47 LOCATION OF EQUIPMENT FOR CUTTING OFF WATER
- 134-48 OBSTRUCTING OR INJURING FIXTURES
- 134-49 RESERVOIRS
- 134-50 APPOINTMENT OF SPECIAL POLICEMAN AT PUMPHOUSE
- 134-51 COVERS FOR METER BOXES
- 134-52 PIPE STANDARDS
- 134-53 CUTOFF VALVE REQUIRED
- 134-54 PIPE LAID OUTSIDE TOWN LIMITS
- 134-55 RULES AND REGULATIONS OF WATER DEPARTMENT
- 134-56 THROUGH 63 (RESERVED)

BILL AND CHARGES

- 134-64 COLLECTING OFFICE FOR BILL PAYMENT
- 134-65 CONTINUANCE OF RATES
- 134-66 EXEMPTIONS FROM CHARGES
- 134-67 WATER METER RENTAL CHARGES
- 134-68 CHARGE WHEN METER OUT OF ORDER
- 134-69 CHARGE TO BE MADE FOR ALL WATER PASSING THROUGH METER
- 134-70 REGULATIONS FOR PAYMENT OF WATER AND SEWER SERVICE BILLS

134-71 UTILITY ACCOUNTS-PAYMENTS/TERMINATION OF SERVICE

~~134-71.1 PURCHASE OF WATER AND SEWER TAPS~~ (RESERVED)

134-71.2 (RESERVED)

CROSS CONNECTION AND BACKFLOW CONTROL IN WATERWORKS

134-72 DEFINITIONS

134-73 RESPONSIBILITY FOR INSPECTIONS

134-74 RIGHT TO ENTER PROPERTY

134-75 DENIAL OR DISCONTINUANCE OF SERVICE FOR DEFICIENCIES

134-76 ENFORCEMENT; LABELING OF SUPPLIES THAT ARE UNSAFE FOR
DRINKING

134-77 SUPPLEMENTARY PROVISIONS

134-78 (RESERVED)

RAINWATER AND SURFACE WATER

134-79 DISCHARGE OF RAINWATER OR SURFACE WATER PROHIBITED

134-80 UTILITY INSPECTOR

CONSERVATION OF WATER

134-81 CONSERVATION OF WATER

GENERAL PROVISIONS

134-1 CONNECTIONS

A. CONNECTION REQUIREMENTS: Every house used for human habitation and every place of business or manufacture where one (1) or more persons are employed shall be connected to the Town water system and to the Town sewer system when they are accessible, unless such house or place of business or manufacture is served by an adequate sewer system approved by the State Health Department. All methods of disposing of human excreta in these places of habitation, business or manufacture other than by a properly connected water closet are hereby declared to be unlawful.

When they become accessible, connection to the sewer and water mains shall be made within one (1) year after notification to the property owners by the Town Manager. Any person violating the provisions of this sections shall be punished as provided in Chapter 1, Article II, Penalties, of this Code, and each week's failure to comply herewith shall constitute a separate offense.

B. SEWER CONNECTION REQUIREMENT: ~~All~~ No premises may be ~~which are~~ connected to ~~and using~~ the Town sewer system ~~shall be required to be~~ unless the premises are connected to ~~and use~~ the Town water system ~~if the Town water system - -available~~ to serve the premises.

[C. THRU D. – NO CHANGES]

[SECTIONS 134-2 THROUGH 134-12 – NO CHANGES]

134-13 WASTEWATER PERMIT REQUIRED; APPLICATION; APPROVAL/ DENIAL; REISSUANCE

A. WASTEWATER PERMIT REQUIREMENT - It shall be unlawful for any person to connect or attempt to connect any pipe to the Town's sewer lines without a permit, and it shall be unlawful for any person to discharge wastewater, whether domestic sewage or industrial waste, into the Town's municipal wastewater system without first obtaining a permit.

B. WASTEWATER PERMIT APPLICATION - Wastewater permit applications shall be submitted to the Administrator on forms provided by the Town. Each permit application shall contain all requested information in sufficient specificity to determine compliance with pretreatment standards and all other provisions of this Article. Incomplete or inaccurate applications will not be processed and will be returned to the user for revision. Each application shall be accompanied by the ~~connection fee~~ **system development charge** in accordance with schedules promulgated by the Town or by special agreement between the Town and the user.

[C. THROUGH F. – NO CHANGES]

[SECTIONS 134-14 THROUGH 134-20 – NO CHANGES]

134-21 GENERAL PROVISIONS FOR ALL USERS

A. Separate connections required; exceptions: Buildings shall be provided with separate sanitary sewer connections at the property line. The connection of more than one (1) building to the same sewer lateral will not be allowed except by special permission prior to installation and at the sole discretion of the Town.

(Ord. No. 22-05 Amended 9-26-05-Effective Upon Passage)

B. Tap to sewer main; determination of size and sewer lateral:

1. The Town shall make the ~~tap~~ **connection** to the sewer main in the street and run the sewer service line from the sewer main in the street as near as practicable to the street right-of-way abutting the property to be served, in accordance with the provisions of Section 134-22.3.

(Ord. No. 22-05 Amended (1) 9-26-05-Effective Upon Passage)

2. **The property owner or his representative** ~~Town~~ shall determine the size of the sewer lateral which is needed for the service required.

[C. THROUGH H. – NO CHANGES]

134-22 CONNECTION FEES SYSTEM DEVELOPMENT CHARGES

A. The ~~connection charge~~ **system development charge** for sewer service, independent of and in addition to installation costs, will be based on the size of the water meter for water entering the premises from which a sewer connection exits, according to the following:

1. Sewer ~~tap~~ **connection** served by three-fourths-inch water meter: ~~nine thousand seven hundred fifty dollars (\$9,750.00)~~ **seven thousand three hundred thirty dollars (\$7,330.00)** each.
2. Sewer ~~tap~~ **connection** served by one-inch water meter: ~~twenty one thousand nine hundred thirty eight dollars (\$21,938.00)~~ **twelve thousand two hundred seventeen dollars (\$12,217.00)** each.

3. Sewer tap connection served by one and one-half-inch water meter: ~~fifty thousand seven hundred dollars (\$50,700.00)~~ twenty-four thousand four hundred thirty-three (\$24,433.00) each.
4. Sewer tap connection served by two-inch water meter: ~~seventy nine thousand nine hundred fifty dollars (\$79,950.00)~~ thirty-nine thousand ninety-three dollars (\$39,093.00) each.
5. Sewer tap connection served by three-inch water meter: ~~one hundred fifty seven thousand nine hundred fifty dollars (\$157,950.00)~~ eighty-five thousand five hundred seventeen dollars (\$85,517.00) each.
6. Sewer tap connection served by four-inch water meter: ~~two hundred four five thousand seven hundred dollars (245,700.00)~~ one hundred forty-six thousand six hundred dollars (\$146,600.00) each.
7. Sewer tap connection served by six-inch water meter: ~~four hundred eight nine thousand four hundred fifty dollars (\$489,450.00)~~ three hundred twenty-nine thousand eight hundred fifty dollars (\$329,850.00) each.
8. Sewer tap connection served by eight-inch water meter: ~~seven hundred eighty one thousand nine hundred fifty dollars (\$781,950.00)~~ six hundred eighty-four thousand one hundred thirty-three dollars (\$684,133.00) each.
9. Sewer tap connection served by ten-inch water meter: ~~one million nine hundred twenty three thousand two hundred dollars (\$1,123,200.00)~~ one million twenty-six thousand two hundred dollars (\$1,026,200.00) each.
10. Sewer tap connection served by twelve-inch water meter: ~~one million four hundred sixty four thousand four hundred fifty dollars (\$1,464,450.00)~~ one million two hundred ninety-four thousand nine hundred sixty-seven dollars (\$1,294,967.00) each.

B. The above standard fee schedule charges shall apply to apartments, houses, condominiums, commercial buildings and hostels.

C. For purposes of this fee schedule, the following terms shall have the meanings indicated:

APARTMENT UNIT - A single-dwelling unit in a multiple-unit structure which is occupied on a rental basis.

CONDOMINIUM - A single-dwelling unit in a multiple-unit structure which is occupied on an ownership basis.

UNIT - Any single place of residence, any single place of business or any single hostelry room.

D. The standard fee schedule shall apply to the first unit of any structure. The standard fee schedule charges shall apply to each condominium unit.

E. The charges for apartments, condominium units and trailers will be two thousand three hundred four dollars (\$2,304.00) for sewer service for each unit after the first unit.

F. In the event that any multiple-unit complex which initially qualifies for the reduced rates for additional apartment units shall convert such units from a rental basis to an ownership basis, then, at the time of such conversion, the standard fee schedule charges shall be assessed against each single unit that is so converted.

G. Notwithstanding the provisions of Section 134-22. A., **G.**, **H.**, and **I.**, the ~~connection~~ **system development** charges for sewer service provided to structures and facilities which were existing as of May 20, 1991, in the following annexed areas of the Town of Front Royal shall be frozen at rates in effect on the date of May 20, 1991, to wit:

1. The annexed area incorporated into the Town of Front Royal by order of the Annexation Court, effective December 31, 1976, as shown by the plat of record in the annexation file of record in the office of the Clerk of the Circuit Court of Warren County.

2. The annexed area incorporated into the Town of Front Royal by order of the Annexation Court, effective December 31, 1978, as shown by the plat of record in the annexation file of record in the office of the Clerk of the Circuit Court of Warren County.

H. All ~~connection fees~~ **system development charges** for sewer services furnished outside of the limits of the Town of Front Royal will be one hundred percent (100%) more than the in-town rates as provided in Section 134-22, Subsections A through H.

(Ord. No. 12-95 Added (I) 12-18-95-Effective Upon Passage)

I. No ~~connection fees~~ **system development charges** fee for sewer service shall be accepted by the Town of Front Royal prior to the issuance of a zoning permit and the approval of a building permit application for building development or conversion upon the lot or parcel of land to be served. This provision shall not apply when the lot or parcel of land to be served has an existing structure approved for occupancy.

134-22.1 SANITARY SEWER SERVICE RATES

The monthly base rates for sanitary sewer service usage shall be as follows:

A. Base rate, up to three thousand (3,000) gallons per month: ~~sixteen dollars and seventeen cents (\$16.17)~~ **sixteen dollars and seventy-four cents (\$16.74)**.

(Ord. No. 12-91 Amended 6-10-91-Effective 7-1-91 ; Ord. No. 9-93 Amended 6-14-93-Effective 7-1-93)
(Ord. No. 7-99 Amended 6-14-99-Effective Upon Passage ; Ord. No. 8-02 Amended 5-28-02-Eff Upon Pass)
(Ord. No. 6-10 Amended 6-28-10-Effective 7-1-10 ; Ord. No. 3-11 Amended 2-24-11-Effective 2-1-11)
(Ord. No. 9-11 Amended 5-23-11-Effective 7-1-11 ; Amended 6-10-13-Effective 7-1-13)
(Amended 6-9-14-Effective 7-1-14 ; Amended 6-8-15-Effective 7-1-15)

B. All sanitary sewer service usage exceeding three thousand (3,000) gallons per month: ~~thirteen dollars and ninety-one cents (\$13.91)~~ **fourteen dollars and forty cents (14.40)** per month, for each one thousand (1,000) gallons thereafter.

(Ord. No. 9-93 Added 6-14-93-Effective 7-1-93 ; Ord. No. 7-99 Amended 6-14-99-Effective Upon Passage)
(Ord. No. 8-02 Amended 5-28-02-Effective Upon Passage ; Ord. No. 6-10 Amended 6-28-10-Effective 7-1-10)
(Ord. No. 3-11 Amended 2-24-11-Effective 2-1-11 ; Ord. No. 9-11 Amended 5-23-11-Effective 7-1-11)
(Amended 6-10-13-Effective 7-1-13 ; Amended 6-9-14-Effective 7-1-14 ; Amended 6-8-15-Effective 7-1-15)

C. The rates for sanitary sewer service usage furnished outside of the limits of the Town of Front Royal:

1. One hundred percent (100%) more than the in-town rates as provided above, for areas not in the “U.S. Routes 522/340 Corridor Area, or “Route 522 Corridor Area”, or “Corridor Area”, hereinafter, “Corridor Area”, as described and defined in subparagraph (ii) below.
2. a. In the “Corridor Area”, commercial users (“Users”) of Town sanitary sewer service usage shall pay to the Town a rate for services equal to the charge to in-Town commercial/industrial sanitary sewer users, plus an amount in lieu of all of the taxes (less and except, however, the equivalent of the Town’s meals and lodging taxes, as hereinafter set forth) and license fees the User would pay to the Town if User's premises, and all commercial activity thereon, or ancillary thereto, was located and occurring within the boundaries of Town, or “PILOT fees” (“Payments In Lieu of [Town] Taxes fees”). The annual amount due shall include all such taxes (less and except, however, the equivalent of the Town’s meals [food and beverage] and lodging taxes), and license fees, whether ordinarily imposed directly on the User and paid to the Town, or indirectly on User’s customers, collected by User and paid to the Town, as if User was located within the Town. Such indirectly imposed taxes shall not include the Town meals (food and beverage) taxes and Town lodging taxes. By February 1st each calendar year, User shall file with the Town a statement (“Statement”) of User’s previous year’s taxes in the following categories: (1) property taxes paid the County of Warren, Virginia; (2) gross receipts subject to a state sales tax, and business and professional occupational license taxes (excluding meals and lodging taxes collected); (3) a list of all automobiles for which license taxes were paid to Warren County; (4) any bank franchise tax paid on deposits in Warren County; and (5) any car rental tax paid. This information contained in the Statement will be used to calculate an amount equivalent to what User’s annual taxes or taxes collected and license fees would be if User were a Town resident or a Town business. This amount shall then be divided into twelfths and such resulting amount shall be added to User’s monthly bill for services.
- b. If a commercial User in the Corridor Area is new to Warren County, the information required in the Statement above shall be estimated by the Town for purposes of determining the User’s rate for the first year of services.
- c. The Corridor Area was originally described and defined in the “Amendment to an Agreement Between the County of Warren and the Town of Front Royal Regarding the Provision of Water and Sewer Service by the Town in the U.S. Route 522/340 North Corridor and the Assumption of Full Service Funding and Responsibility by the County of Fire/Rescue, Parks/Recreation Operations and Animal Control Services”, dated August 9, 1999, and as further ratified by “Final Order Validating and Affirming Voluntary Settlement Agreement Between the Town of Front Royal and the County of Warren”, said Order entered into by the Circuit Court of Warren County, Virginia, dated December 13, 1999, Case No.CL97000225. The Corridor Area originally is described and defined as being that area north of the corporate boundaries of the Town of Front Royal, in Warren County, on both sides of U.S. Routes 522/340 North, extending to Crooked Run on the West side of U.S. Routes 522/340 North to the tracks of the Norfolk and Southern Railroad Company on the East side of U.S. Routes 522/340 North, and between the Interstate-66 Interchange to the South and State Route 661 (Fairgrounds Road) to the North. The Corridor Area has since been amended and expanded, by Voluntary Settlement Agreement

between the Town of Front Royal and the County of Warren, to additionally include Crooked Run West, which contains current Warren County Tax Map Parcel Numbers 12 M 2 9 (11.22ac), 12 M 2 10 (2.33ac), 12 M 2 11 (53.93 ac), 12 M 2 12 (20.00 ac), 12 M 2 13 (30.43 ac), and 12 M 2 14 (29.94 ac), in total containing 147.85 acres, more or less, all of which are part of the Corridor Area.

d. Users in the Corridor Area, in order to use Town public water and sanitary sewer utility services, shall enter into with the Town, and be subject to, an Out-of-Town Water and Sewage Service Agreement which contains provisions for “payments in lieu of taxes” fees, or “PILOT Fee Agreement”, which PILOT Fee Agreements shall be in substantially the following form:

TOWN OF FRONT ROYAL, VIRGINIA
OUT-OF-TOWN WATER AND SEWAGE SERVICE AGREEMENT
(Warren County Commercial/Industrial Freehold Users)

*This Out-of-Town Water and Sewage Service Agreement (“Agreement”), is made this _____ day of _____, 20____, by and between the **Town of Front Royal, Virginia** (“Town”) and _____ **LLC** (“User”), owner of commercial/industrial property commonly known as _____, located in the County of Warren, Virginia, being the same property conveyed to User by deed recorded in Deed Book _____, Page _____, as instrument #_____, of the land records of the Warren County Circuit Court, and identified as Warren County Tax Map Parcel No. 12L 5 (“property”).*

WHEREAS, the Town is authorized, pursuant to §§15.2-2119 and 15.2-2143 of the Code of Virginia, to operate outside of its boundaries, with the concurrence of the affected county, sewer services and water supply systems, and to contract for the use of such systems and services, and

WHEREAS, the Town operates sewer services and water supply systems outside of its boundaries and desires to contract to supply water and sewage services (“Services”) to commercial and industrial users (“Users”) located outside of its boundaries, and

WHEREAS, the County of Warren, Virginia, by separate agreement with the Town, concurs with the supplying of water and sewage services to such Users by the Town, and

WHEREAS, the User desires to obtain water and sewer services from the Town to its property via connection ~~(“tap”)~~ to the Town’s service mains (“service location”), and to enter into an agreement containing the terms and conditions for the supplying of Services which satisfies the contract requirements of Section 134.31 of the Code of the Town of Front Royal, Virginia.

NOW THEREFORE, in consideration of Town Work Order No. _____, incorporated herein by this reference, creating a service location for User, and of providing Services to User and/or such other good and valuable consideration, receipt of which is hereby acknowledged, User agrees to the following, which shall be binding upon User and User’s successors in interest, lessees, and assigns:

1. SERVICE ACCOUNT AND DEPOSIT

Account

Upon execution of this Agreement, The Town’s Department of Finance will open a service billing account (“Account”) for User’s service location and shall bill User for usage of Services supplied to such service location as determined by metering at User’s master meter. If User has tenants using Services supplied via the same service location, User’s usage shall be reduced by

the usage of such tenants provided that each of such tenants have separate Accounts with Town, with usage determined by separate metering via separate tenant sub meters.

Deposit Amount

User shall pay to Town a deposit (“deposit”) to secure payment for Services. For an existing commercial/industrial service location at the property, the deposit required for Town Services shall be an amount equal to the highest monthly bill for that service location during the preceding twelve months of Services, or Two Hundred and Fifty Dollars (\$250.00), whichever is greater.

For a newly created commercial/industrial service location at the property, the Town’s Department of Finance shall establish the required deposit at an amount estimated to equal to the User’s anticipated average monthly bill for Services.

Payment of Deposit, Interest and Refunds

Payment of the deposit is due upon the earlier of the execution of the Town’s service work order or the execution of this Agreement and shall be held by Town in an interest-bearing account.

The deposit, plus any accrued interest, shall be refunded upon the closing of the Account in an amount equal to the deposit and accrued interest minus any amount deducted to satisfy User arrearages or other debts owing to the Town. Upon request of a refund, the Director of Finance shall first ensure that User does not have any debts owing to the Town. If the User is indebted to the Town, the Director of Finance will apply any refund toward satisfaction of these debts prior to the refund of any deposit balances to the User.

2. COMPLIANCE WITH LAW

*User agrees to comply with all applicable ordinances of Town concerning Services, including, but not limited to, discharge standards, pretreatment of waste, **connection fees** **system development charges**, and agrees to accept all new rate schedules and fees that the Town Council of Town may from time to time establish and adopt.*

3. OUT-OF-TOWN COMMERCIAL RATES AND FEES

User shall pay to the Town a rate for Services equal to the charge to in-Town commercial/industrial users, plus an amount in lieu of all of the taxes (less and except, however, the equivalent of the Town’s meals [food and lodging] and lodging taxes,) and license fees the User would pay to the Town if User’s Premises, and all commercial activity thereon, or ancillary thereto, was located and occurring within the boundaries of Town (“PILOT fees” or “Payments In Lieu of [Town] Taxes fees”). The annual amount due shall include all such taxes (less and except, however, the equivalent of the Town’s meals [food and lodging] and lodging taxes, and hereinafter set forth) and license fees, whether ordinarily imposed directly on the User and paid to the Town, or indirectly on User’s customers, collected by User and paid to the Town, as if User was within the Town. Such indirectly imposed taxes shall not include the Town meals (food and beverage) tax and Town lodging tax. By February 1st each calendar year, User shall file with the Town a statement (“Statement”) of User’s previous year’s taxes in the following categories as may apply to User: (1) property taxes paid the County of Warren, Virginia; (2) gross receipts subject to a state sales tax, and business and professional occupational license taxes; (3) a list of all automobiles for which license taxes were paid to Warren County; (4) any bank franchise tax paid on deposits in Warren County; and (5) any car rental tax paid. This information contained

in the Statement will be used to calculate an amount equivalent to what User's annual taxes and license fees would be if User were a Town resident. This amount shall then be divided into twelfths and such resulting amount shall be added to User's monthly bill for services.

If the User is new to doing business in Warren County, the information required in the Statement above shall be estimated by the Town for purposes of determining the User's rate for the first year of services.

4. VERIFICATION OF FEES

For three years, User shall keep sufficient records to enable the Town to verify the accuracy of Statements submitted by User and the correctness of rates and fees under this Agreement. All such records, books of account and other information required to be kept by any taxing authority ("Records") shall be open to inspection and examination by the Department of Finance of Town in order to allow the Town to determine compliance with the terms of this Agreement. The Town shall provide User with the option of having such audit conducted in a local business office of User where Records are maintained. In the event the Records are maintained outside Warren County, copies of the Records shall be sent to the Department of Finance upon written demand. The decision of the Town's Director of Finance shall be final in determining whether Statements comply with the terms of this Agreement.

5. PAYMENTS

Due Date – Interest, Fees and Charges

- A. User shall pay for water and sanitary sewer services provided by Town.*
- B. All payments on Accounts shall be due at Town's Department of Finance by the close of business within twenty (20) days of the date of billing. Accounts for which full payment is not received within twenty (20) days, are delinquent. The Director of Finance shall notify the User in writing of all such delinquencies. A late charge of two percent (2%) of the delinquent bill shall be charged to the delinquent Account.*
- C. If the Account remains delinquent for ten (10) days after the original notice, an additional service charge of Twenty Dollars \$20.00 shall be charged to the Account and interest shall commence accruing at the rate of interest permitted on omitted taxes and assessments under the "Underpayment Rate" established pursuant to § 6621 (a) (2) of the Internal Revenue Code plus two percent.*
- D. If such User does not pay the full amount of charges, penalty, and interest for water provided or cease such disposal within ten (10) days after the delinquent fees and charges charged for water or sewage disposal services are due, the Town's Director of Finance may issue a service termination notice and may cease supplying water and sewage disposal services to User's premises thereto unless an officer of the Virginia Department of Health certifies that shutting off the water will endanger the health of the occupants of User's premises or the health of others. At least ten (10) business days prior to ceasing the supply of water or sewage disposal services, the Director of Finance shall provide the owner with written notice of such cessation. User shall have a right to request a hearing before the Finance Director during said ten (10) business day period to object to cessation of utility service, during which hearing said User may present evidence to support User's position as to why utility service ought not to be disconnected for cause.*

- E. *A service charge will be required to reconnect services on an Account that has had Services terminated for non-payment. If the reconnection occurs during normal business hours, the reconnection fee shall be \$20.00 for the first time; 1st; \$30.00 for the second time; and \$40.00 for the third time. At all other times other than normal business hours, the reconnection fee shall be one and one-half (1 ½) the reconnection fee during normal business hours.*
- F. *If the fees and charges charged for water service or the use and services of the Town's sewage disposal system by or in connection with User's Premises are not paid when due, the User shall, until such fees and charges are paid with such penalty and interest to the date of payment, cease to dispose of sewage or industrial waste originating from or on such real estate by discharge thereof directly or indirectly into the Town's sewage disposal system.*
- G. *Such fees and charges, and any penalty and interest thereon, when unpaid as provided above, shall constitute a lien against the property, ranking on a parity with liens for unpaid taxes. A lien may be placed on the property by the Town when the owner of the Premises has been advised in writing that a lien may be placed upon the property if the owner of the Premises fails to pay any delinquent water and sewer charges when due as provided as above. Such written notice shall be provided at least 30 days in advance of recordation of any lien with a copy of the bill for delinquent water and sewer charges to allow the owner of the Premises a reasonable opportunity to pay the amount of the outstanding balance and avoid the recordation of a lien against the property. The lien may be in the amount of (i) up to the number of months of delinquent water or sewer charges when the water or sewer is, or both are, provided to the owner of the Premises; (ii) any applicable penalties and interest on such delinquent charges; and (iii) reasonable attorney fees and other costs of collection not exceeding 20 percent of such delinquent charges. In no case shall a lien for less than \$25 be placed against the property.*

Place of Payment

Payments shall be made by: 1) mail to Department of Finance, 102 E. Main Street, P.O. Box 1560, Front Royal, Virginia 22630, 2) deposit at the deposit box in the rear of the Town Hall, 102 East Main Street, Front Royal, Virginia, 3) delivery in person at the Town Hall, 102 East Main Street, Front Royal, Virginia, or 4) delivery to a designated bank.

Allocation of Payments

User recognizes and accepts that during a delinquency in the payment for services, any subsequent payment received will be applied first against the most delinquent Account balance.

6. TERMINATION OF SERVICES FOR BREACH OR FAILURE TO PAY

Grounds for Termination of Service

Services may be terminated for User's failure to comply with any of the terms of this Agreement including failure to pay for services as agreed herein.

Notice

The Director will notify the User at User's billing address (_____) in writing of all delinquencies, failures to comply with the terms of this Agreement, imminent service termination, and the right to contest as set forth below. The foregoing notwithstanding,

the Town reserves the right to terminate Services as provided by Section 134-43 of the Code of the Town of Front Royal, Virginia. Notice of imminent service termination may be posted on the door of the premise at the service location with the delinquent Account, unless User and Town have previously agreed in writing to a different arrangement as to such notice.

Disconnection of Service

If such User does not pay the full amount of charges, penalty, and interest for water provided or cease such disposal within Ten (10) days after the delinquent fees and charges charged for water or sewage disposal services are due, the Town's Director of Finance may issue a service termination notice and may cease supplying water and sewage disposal services to User's premises thereto unless an officer of the Virginia Department of Health Certifies that shutting off the water will endanger the health of the occupants of User's premises or the health of others. At least ten (10) business days prior to ceasing the supply of water or sewage disposal services, the Director of Finance shall provide the owner with written notice of such cessation. Notwithstanding the foregoing, no services shall be terminated prior to the date set by the Town for a contest hearing as set forth in paragraph 5. D., above.

Conditions for Reconnection of Service

Once terminated, services shall not be restored to User until the outstanding balance (service fee(s), penalty, interest and reconnection fee(s)) for that service location is paid in full, unless the Director of Finance has approved other arrangements for payment in full.

7. RETURNED CHECK POLICY

If a check for payment on the Account is returned to the Town by its bank unpaid for any reason, the Director of Finance shall notify the User in the same manner as provided above. Unless payment in full, plus a \$35.00 returned check service charge, is received by the Director by the close of business three days after the date of the notice, in addition to any rights allowed under State law, Services to the User's service location shall be terminated. If the User presents the Town with more than two (2) returned checks during any twelve (12) month period, payment by check, other than in the form of cashier's check or certified check, will no longer be accepted.

8. USE, INSTALLATION, AND INSPECTIONS

The User further agrees to the following conditions: (1) The User shall extend service via mains and/or laterals from the Town's existing mains, with no new main construction required by the Town; (2) Extension of mains and the easements necessary for their installation and maintenance may be required to be dedicated and conveyed to the Town, such facilities and real property interests shall be accepted into the Town's system when they meet such standards and requirements as the Town may determine; (3) The User shall secure any necessary easement(s) for extension of laterals, with the easement(s) to include a clause allowing the Town to inspect the lines as required to ensure proper maintenance; (4) All construction must meet the Town's water and/or sewer construction standards; (5) The User bears the total cost of all extension; (6) The User shall pay the in-town water and/or sewer ~~connection tap fees~~ system development charge if the User's property is in the Town's corporate limits, otherwise pay according to the applicable out-of-Town rates and fees schedule as set forth in this Chapter. If the User violates any of these conditions, the Town may terminate Services after written notice to the User. The User may contest the Town's Notice of Default by contacting the Town Manager within five business days of the

notice. The Town Manager will immediately schedule a hearing on the User's claim that he is not in default. If the User's challenge is not successful, Services will be terminated.

9. RIGHTS OF WAY/EASEMENTS

User agrees to execute and convey, upon request of Town, any and all rights of way and/or easements in favor of Town, in recordable form, necessary to perfect in Town the right to place, maintain and inspect any mains, laterals, lines, pipes, valves, meters and other infrastructure over, under and/or across the property necessary to supply and bill for water and sewage services to User and User's tenants, if any. User agrees to pay the filing fee(s) for the recordation of any such rights of way and/or easements in the Circuit Court for Warren County. Any such filing fees will be billed to User.

10. ~~COMMISSION ON LOCAL GOVERNMENT~~ UNENFORCEABLE PROVISIONS

In the event that, by act of the Virginia General Assembly, decision of any court of competent jurisdiction, or for any other reason beyond the control of Town, the provisions of this Agreement for payments in lieu of taxes as a component of the out-of-town rate for services is determined to be illegal, ultra vires or unenforceable, the parties to this Agreement further agree that the Town may immediately terminate Services to the User unless the parties to this Agreement agree on a legally permitted substitute fee in place of a payment in lieu of Town taxes as set forth in this Agreement. In the event that no such legal substitute is available, the Town may terminate this Agreement without cost or liability.

11. REPRESENTATIONS

By signing below, the User represents and certifies that User has read and fully understands this Agreement having had an opportunity to consult with legal counsel, that User is the owner of the premises to which this Agreement relates, that User agrees to comply fully with the terms of this Agreement, and that the individual executing this Agreement on behalf of User is an authorized signatory hereto.

USER

By: _____ DATE: ____/____/____
Member

Note: A certified corporate resolution, or equivalent, authorizing the above signatory to enter into this Agreement must accompany this Agreement.

STATE OF _____
COUNTY OF _____, TO-WIT:

I, _____, a Notary Public in and for the State of _____, do hereby certify that _____, whose name is signed to the foregoing Agreement, did this day personally appear and acknowledge the same before me in my State and County aforesaid.

Given under my hand this ____ day of _____, 20__.

My Commission Expires

Notary Public

TOWN OF FRONT ROYAL, VIRGINIA

By: _____
Town Manager

Approved as to form:

Town Attorney

134-22.2 RESIDENTIAL SUMMER SEWER SERVICE RATES

A. The following sanitary sewer service rates may apply at the option of the customer for the months of any three (3) consecutive months between April and September inclusive of each year. The following summer rates shall apply only to residential sewer service. Commercial and industrial users shall not be eligible to receive summer sewer service rates.

B. Computation of rate.

1. For each participating residential user, an average month's usage will be calculated based on total water usage for October, November, December, January, February, and March of each participating year, divided by six (6).

2. If the monthly water usage for any three (3) consecutive months between April and September, inclusive, in the same participating year exceeds the average month's usage, as calculated herein, then the sewer service charge for those three (3) months will be reduced to that year's average month's usage.

C. To be eligible for participation in the summer sewer service rate plan, a residential user must apply at the Front Royal Town Hall, not later than March 31 of each participating year. No applications will be accepted after March 31. Residential users need not re-apply each year to continue participation in the program. Such participation in the program shall be renewed for such applicant by the Town automatically so long as such residential user continues to own the residential property to which such application and renewal applies. New residential users with no water usage history for any of the months October through March may not participate in the program for that year. Residential users who used no water during any of the months of October through March may not participate in the program for that year.

134-22.3 SANITARY SEWER CONNECTIONS; FURNISHING AND REPAIR

A. For sewer connections served by one-inch water meters or smaller, the customer shall have the option to provide, furnish and install the sanitary sewer connection in accordance with the Town of Front Royal's Standards and at the customer's cost and only upon prior written approval by the Town. Otherwise, and for all sewer connections larger than one inch, upon appropriate payment of the connection charge as provided in Section 134-22, the Town shall, ~~at its option, may~~, provide, furnish, and install the following services, material, labor, and equipment. Incurred costs for said

services, material, labor and equipment shall be borne and paid for by the property owner **or customer in all cases.**

1. The actual connection into the existing sanitary sewer line and connection with the customer's lateral sewer line.
2. All connection fittings, valves and sleeves.
3. The stub to the customer's property line for the customer's connection.
4. Necessary repairs to any existing sidewalk, pavement, landscaping or lawn caused by the town's sanitary sewer line connection measures.

B. The customer shall be responsible for all costs of the materials and installation of the equipment described in this Section. Upon the request of a customer for service, the Town shall prepare an estimate of the cost of all materials and installation of the meters and connections and all appurtenances to be installed and shall collect the amount from the customer prior to installation. In the event the final charge exceeds or is less than the estimate and payment, an additional billing or refund, respectively, shall be made by the Town. Failure of the customer to pay the additional charge within thirty (30) days may result in disconnection of the service until paid in full, including any reconnection and administrative fee.

C. The Town shall be responsible for the cost of maintenance, repair and/or replacement to the above-stated sanitary sewer line connection, materials and equipment. The Town shall not be responsible for the cost of repair, maintenance and/or replacement of any sewer lines, material or equipment located on the customer's property.

D. Subsection A shall not apply in the case of subdividers or developers required to install like improvements under the Town's Subdivision Ordinance (Chapter 148, Subdivision and Land Development). In such cases the town shall have no repair responsibility under Subsection B until and unless said improvements have been dedicated to and accepted by the Town.

134-22.4 SEWER SERVICE RATES-COMMERCIAL AND INDUSTRIAL LAUNDRIES

A. In-Town Laundries: The monthly rates for sewer service usage by licensed commercial or industrial laundries located within the corporate limits of the Town of Front Royal shall be as follows:

1. All sanitary sewer service usage for the first one hundred thousand (100,000) gallons: ~~fourteen dollars and ninety-two cents (\$14.92)~~ **fifteen dollars and forty-four cents (\$15.44)** per one thousand (1,000) gallons.
2. All sanitary sewer usage from one hundred thousand one (100,001) gallons to five hundred thousand (500,000) gallons: ~~thirteen dollars and fifty-six cents (\$13.56)~~ **fourteen dollars and three cents (\$14.03)** per one thousand (1,000) gallons.
3. All sanitary sewer service usage above five hundred thousand (500,000) gallons: ~~twelve dollars and eighty-eight cents (\$12.88)~~ **thirteen dollars and thirty-three cents (\$13.33)** per thousand (1,000) gallons.

B. Out-of-Town Laundries: The monthly rates for sewer service usage by licensed commercial or industrial laundries located outside the corporate limits of the Town of Front Royal shall be as follows:

1. The rates for sanitary sewer service usage furnished outside the limits of the Town of Front Royal: one hundred percent (100%) more than the in-town rates as provided above.

134-22.5 WATER NOT DISCHARGED TO SEWERS EXCLUDED FROM RATES

Whenever a property upon which a sewer use charge is herein imposed uses water for an institutional or commercial purpose such that the water so used is not discharged into the sewerage system of the Town, the quantity of water so used and not discharged into the Town's sewers shall be excluded in determining the sewer use charge of said property. Provided however, that the portion not discharged to the sewer, in the opinion of the Town Manager taking into consideration the administrative cost to the Town and expected reduction to the user's charges for sewer service, is a significant volume and provided that the quantity of water so used and not discharged into the Town's sewers is determined, by measuring the volume either discharged or not discharged into the Town's sanitary sewer system. The determination of volume shall be by a device or devices, meter or meters, approved by the Director of Public Works & Utilities, and installed and operated without cost to the Town or determined by other means or methods approved by said Director of Public Works & Utilities; all without cost to the Town and only upon recommendation of the Director of Finance and provided the water supply is metered and the user pays for the water at meter rates applicable to that user.

The sewer use charge based upon the consumption of Town water to be paid by the user of said utility services shall be computed at the rates provided for, less the quantity not discharged into the Town's sewers. This section shall not apply to rates set pursuant to Section 134-23 if specifically excepted by the Town Council as part of the rate schedule or contract approved by the Town Council.

134-23 INDUSTRIAL WATER AND SEWER RATES AND CHARGES

Notwithstanding any contrary provision of the Front Royal Town Code Chapter 134, the water and sewer rates and fees for industrial users, including but not limited to ~~connection~~ **system development charge**, inspection and monitoring fees, shall either be in accordance with a rate schedule approved by the Town Council or shall be in accordance with a contract by and between the individual industrial user and the Town of Front Royal as approved by the Town Council following public hearing to be held at the next regularly scheduled Town Council meeting, for which one (1) advertisement in a locally distributed newspaper shall be required.

[SECTIONS 134-24 THROUGH 134-29 – NO CHANGES]

134-30 ~~CONNECTION~~ **SYSTEM DEVELOPMENT CHARGE ESTABLISHED**

A. ~~Connection~~ **System Development** charge for water service, independent of and in addition to installation costs, will be based on meter size and service line size. The larger size will dictate the fee in conjunction with the following schedule:

1. Three-fourths-inch water ~~connection~~ **tap**: ~~four thousand three hundred forty dollars (\$4,340.00)~~ **two thousand six hundred sixty-three dollars (\$2,663.00)** each.

2. One-inch water connection tap: ~~eight thousand eight hundred sixteen dollars (\$8,816.00)~~ four thousand four hundred thirty-eight dollars (\$4,438.00) each.

3. One and one-half-inch water connection tap: ~~twenty thousand one hundred dollars (\$20,100.00)~~ eight thousand eight hundred seventy-seven dollars (\$8,877.00) each.

4. Two-inch water connection tap: ~~thirty-one thousand one hundred fifty-four dollars (\$31,154.00)~~ fourteen thousand two hundred three dollars (\$14,203.00) each.

5. Three-inch water connection tap: ~~sixty thousand six hundred thirty four dollars (\$60,634.00)~~ thirty-one thousand sixty-eight dollars (\$31,068.00) each.

6. Four-inch water connection tap: ~~ninety-three thousand seven hundred ninety-eight dollars (\$93,798.00)~~ fifty-three thousand two hundred sixty dollars (\$53,260.00) each.

7. Six-inch water connection tap: ~~one hundred eighty five thousand nine hundred twenty two dollars (\$185,922.00)~~ one hundred nineteen thousand eight hundred thirty-five dollars (\$119,835.00) each.

8. Eight-inch water connection tap: ~~two hundred ninety-six thousand four hundred sixty nine dollars (\$296,469.00)~~ two hundred forty-eight thousand five hundred forty-seven dollars (\$248,547.00) each.

9. Ten-inch water connection tap: ~~four hundred twenty-five thousand four hundred forty two dollars (\$425,442.00)~~ three hundred seventy-two thousand eight hundred twenty dollars (\$372,820.00) each.

10. Twelve-Inch water connection tap: ~~five hundred fifty four thousand four hundred fifteen dollars (\$554,415.00)~~ four hundred seventy thousand four hundred sixty-three dollars (\$470,463.00) each.

B. The connection system development charge for water service exclusively used for fire-suppression systems will be based on the line size, according to the following fee schedule:

1. Three-inch line or smaller: ~~two thousand one hundred twenty-four dollars (\$2,124.00)~~, one thousand three hundred three dollars (\$1,303) plus thirty-nine dollars and sixty-seven cents (\$39.67) per month.

2. Four-inch line: ~~four thousand two hundred forty eight dollars (\$4,248.00)~~ two thousand six hundred seven dollars (\$2,607.00), plus seventy-nine dollars and thirty-two cents (\$79.32) per month.

3. Six-inch line: ~~eight thousand four hundred ninety-five dollars (\$8,495.00)~~ five thousand two hundred twelve dollars (\$5,212.00), plus one hundred sixty-one dollars and forty-nine cents (\$161.49) per month.

4. Eight-inch line: ~~twelve thousand seven hundred forty three dollars (\$12,743.00)~~ seven thousand eight hundred nineteen dollars (\$7,819.00), plus two hundred forty dollars and eighty cents (\$240.80) per month.

5. Ten-inch line: ~~sixteen thousand nine hundred ninety-one dollars (\$16,991.00)~~ ten thousand four hundred twenty six dollars (\$10,426.00), plus three hundred twenty dollars and fourteen cents (\$320.14) per month.

6. Twelve-inch line: ~~twenty-one thousand two hundred forty dollars (\$21,240.00)~~ thirteen thousand thirty three dollars (\$13,033.00), plus three hundred ninety-nine dollars and forty-eight cents (\$399.48) per month.

C. The above standard fee schedule charges shall apply to apartments, houses, condominiums, commercial buildings and hostels.

D. For the purpose of this fee schedule, the following terms shall have the meanings indicated:

APARTMENT UNIT - A single dwelling unit in a multiple-unit structure which is occupied on a rental basis.

CONDOMINIUM - A single dwelling unit in a multiple-unit structure which is occupied on an ownership basis.

UNIT - Any single place of residence, any single place of business or any single hostelry room.

E. The standard fee schedule shall apply to the first unit of any structure. These standard fee schedule charges shall apply to each condominium unit.

F. The charges for apartments, condominium units and trailers will be two thousand three hundred seventy-one dollars (\$2,371.00) for water service for each unit after the first unit.

G. (RESERVED)

H. There will be an additional monthly charge for each water meter exceeding one (1) inch in size according to the following fee schedule:

1. One-and-one-fourth inch meter: seventeen dollars and thirty-five cents (\$17.35) per month.
2. One-and-one-half inch meter: twenty-three dollars and twenty-eight cents (\$23.28) per month.
3. Two-inch meter: fifty-five dollars and thirty-one cents (\$55.31) per month.
4. Three-inch meter: two hundred ninety dollars and seventeen cents (\$290.17) per month.
5. Four-inch meter: three hundred seventy-seven dollars and twenty-two cents (\$377.22) per month.

6. Six-inch meter: five hundred eighty dollars and thirty-three cents (\$580.33) per month.

I. All ~~connection fees~~ **system development charges** for water service furnished outside the limits of the Town of Front Royal will be one hundred percent (100%) more than the in-town rates as provided above. This section shall not apply to property located in the Belmont Subdivision of Warren County served by the water system constructed by the lot owners and subsequently conveyed to the Town of Front Royal.

J. No ~~connection fee~~ **system development charge** for water service shall be accepted by the Town of Front Royal prior to the issuance of a zoning permit and the approval of a building permit application for building development or conversion upon the lot or parcel of land to be served. This provision shall not apply when the lot or parcel of land to be served has an existing structure approved for occupancy.

K. Notwithstanding the provisions of Section 134-30A through I, the ~~connection~~ **system development charges** for water service provided to structures and facilities which were existing as of May 20, 1991, in the following annexed areas of the Town of Front Royal shall be frozen at the rates in effect on the date of May 20, 1991, as follows:

1. The annexed are incorporated into the Town of Front Royal by order of the Annexation Court, effective December 31, 1976, as shown by the plat of record in the annexation file of record in the office of the Clerk of the Circuit Court of Warren County.
2. The annexed area incorporated into the Town of Front Royal by order of the Annexation Court effective December 31, 1978, as shown by the plat of record in the annexation file of record in the office of the Clerk of the Circuit Court of Warren County.

134-31 APPLICATION FOR WATER SUPPLY; WATER SUPPLY SERVICE CONTRACT REQUIRED

All applications for the supply of water must be made at the office of the Town Manager in person or by duly authorized attorney or agent on an application form furnished by the town. The application, when accepted by the town, will constitute a contract between the town and the consumer. It shall be unlawful for any person to use water from the town without having a water service contract.

134-31.1 WATER SERVICE RATES

The monthly rates for water service usage shall be as follows:

A. Base rate, up to three thousand (3,000) gallons per month: nine dollars and ninety-two cents (\$9.92) per month.

B. All water service usage exceeding three thousand (3,000) gallons per month: eight dollars and fifty-one cents (\$8.51) per month, for each one thousand (1,000) gallons thereafter.

C. The rates for water service usage furnished outside of the limits of the Town of Front Royal:

1. One hundred percent (100%) more than the in-town rates as provided above, for areas not in the “U.S. Routes 522/340 Corridor Area, or “Route 522 Corridor Area”, or “Corridor Area”, hereinafter, “Corridor Area”, as described and defined in subparagraph (ii) below.

2.a. In the “Corridor Area”, commercial users (“Users”) of Town water services shall pay to the Town a rate for services equal to the charge to in-Town commercial/industrial users, plus an amount in lieu of all of the taxes (less and except, however, the equivalent of the Town’s meals and lodging taxes, as hereinafter set forth) and license fees the User would pay to the Town if User’s premises, and all commercial activity thereon, or ancillary thereto, was located and occurring within the boundaries of Town, or “PILOT fees” (“Payments In Lieu of [Town] Taxes fees”). The annual amount due shall include all such taxes (less and except, however, the equivalent of the Town’s meals [food and beverage] and lodging taxes), and license fees, whether ordinarily imposed directly on the User and paid to the Town, or indirectly on User’s customers, collected by User and paid to the Town, as if User was located within the Town. Such indirectly imposed taxes shall not include the Town meals (food and beverage) taxes and Town lodging taxes. By February 1st each calendar year, User shall file with the Town a statement (“Statement”) of User’s previous year’s taxes in the following categories: (1) property taxes paid the County of Warren, Virginia; (2) gross receipts subject to a state sales tax, and business and professional occupational license taxes (excluding meals and lodging taxes collected); (3) a list of all automobiles for which license taxes were paid to Warren County; (4) any bank franchise tax paid on deposits in Warren County; and (5) any car rental tax paid. This information contained in the Statement will be used to calculate an amount equivalent to what User’s annual taxes or taxes collected and license fees would be if User were a Town resident or a Town business. This amount shall then be divided into twelfths and such resulting amount shall be added to User’s monthly bill for services.

b. If a commercial User in the Corridor Area is new to Warren County, the information required in the Statement above shall be estimated by the Town for purposes of determining the User’s rate for the first year of services.

c. The Corridor Area was originally described and defined in the “Amendment to an Agreement Between the County of Warren and the Town of Front Royal Regarding the Provision of Water and Sewer Service by the Town in the U.S. Route 522/340 North Corridor and the Assumption of Full Service Funding and Responsibility by the County of Fire/Rescue, Parks/Recreation Operations and Animal Control Services”, dated August 9, 1999, and as further ratified by “Final Order Validating and Affirming Voluntary Settlement Agreement Between the Town of Front Royal and the County of Warren”, said Order entered into by the Circuit Court of Warren County, Virginia, dated December 13, 1999, Case No.CL97000225. The Corridor Area originally is described and defined as being that area north of the corporate boundaries of the Town of Front Royal, in Warren County, on both sides of U.S. Routes 522/340 North, extending to Crooked Run on the West side of U.S. Routes 522/340 North to the tracks of the Norfolk and Southern Railroad Company on the East side of U.S. Routes 522/340 North, and between the Interstate-66 Interchange to the South and State Route 661 (Fairgrounds Road) to the North. The Corridor Area has since been amended and expanded, by Voluntary Settlement Agreement between the Town of Front Royal and the County of

Warren, to additionally include Crooked Run West, which contains current Warren County Tax Map Parcel Numbers 12 M 2 9 (11.22ac), 12 M 2 10 (2.33ac), 12 M 2 11 (53.93 ac), 12 M 2 12 (20.00 ac), 12 M 2 13 (30.43 ac), and 12 M 2 14 (29.94 ac), in total containing 147.85 acres, more or less, all of which are part of the Corridor Area.

d. Users in the Corridor Area, in order to use Town public water and sewer utility services, shall enter into with the Town, and be subject to, an Out-of-Town Water and Sewage Service Agreement which contains provisions for “payments in lieu of taxes” fees, or “PILOT Fee Agreement”, which PILOT Fee Agreements shall be in substantially the following form:

TOWN OF FRONT ROYAL, VIRGINIA
OUT-OF-TOWN WATER AND SEWAGE SERVICE AGREEMENT
(Warren County Commercial/Industrial Freehold Users)

*This Out-of-Town Water and Sewage Service Agreement (“Agreement”), is made this _____ day of _____, 2_____, by and between the **Town of Front Royal, Virginia** (“Town”) and _____ **LLC** (“User”), owner of commercial/industrial property commonly known as _____, located in the County of Warren, Virginia, being the same property conveyed to User by deed recorded in Deed Book _____, Page _____, as instrument # _____, of the land records of the Warren County Circuit Court, and identified as Warren County Tax Map Parcel No. 12L 5 (“property”).*

WHEREAS, the Town is authorized, pursuant to §§15.2-2119 and 15.2-2143 of the Code of Virginia, to operate outside of its boundaries, with the concurrence of the affected county, sewer services and water supply systems, and to contract for the use of such systems and services, and

WHEREAS, the Town operates sewer services and water supply systems outside of its boundaries and desires to contract to supply water and sewage services (“Services”) to commercial and industrial users (“Users”) located outside of its boundaries, and

WHEREAS, the County of Warren, Virginia, by separate agreement with the Town, concurs with the supplying of water and sewage services to such Users by the Town, and

*WHEREAS, the User desires to obtain water and sewer services from the Town to its property via connection **(“tap”)** to the Town’s service mains (“service location”), and to enter into an agreement containing the terms and conditions for the supplying of Services which satisfies the contract requirements of Section 134.31 of the Code of the Town of Front Royal, Virginia.*

NOW THEREFORE, in consideration of Town Work Order No. _____, incorporated herein by this reference, creating a service location for User, and of providing Services to User and/or such other good and valuable consideration, receipt of which is hereby acknowledged, User agrees to the following, which shall be binding upon User and User’s successors in interest, lessees, and assigns:

1. SERVICE ACCOUNT AND DEPOSIT

Account

Upon execution of this Agreement, The Town’s Department of Finance will open a service billing account (“Account”) for User’s service location and shall bill User for usage of Services supplied to such service location as determined by metering at User’s master meter. If User has tenants using Services supplied via the same service location, User’s usage shall be reduced by

the usage of such tenants provided that each of such tenants have separate Accounts with Town, with usage determined by separate metering via separate tenant sub meters.

Deposit Amount

User shall pay to Town a deposit (“deposit”) to secure payment for Services. For an existing commercial/industrial service location at the property, the deposit required for Town Services shall be an amount equal to the highest monthly bill for that service location during the preceding twelve months of Services, or Two Hundred and Fifty Dollars (\$250.00), whichever is greater.

For a newly created commercial/industrial service location at the property, the Town’s Department of Finance shall establish the required deposit at an amount estimated to equal to the User’s anticipated average monthly bill for Services.

Payment of Deposit, Interest and Refunds

Payment of the deposit is due upon the earlier of the execution of the Town’s service work order or the execution of this Agreement and shall be held by Town in an interest-bearing account.

The deposit, plus any accrued interest, shall be refunded upon the closing of the Account in an amount equal to the deposit and accrued interest minus any amount deducted to satisfy User arrearages or other debts owing to the Town. Upon request of a refund, the Director of Finance shall first ensure that User does not have any debts owing to the Town. If the User is indebted to the Town, the Director of Finance will apply any refund toward satisfaction of these debts prior to the refund of any deposit balances to the User.

2. COMPLIANCE WITH LAW

*User agrees to comply with all applicable ordinances of Town concerning Services, including, but not limited to, discharge standards, pretreatment of waste, **connection fees** **system development charges**, and agrees to accept all new rate schedules and fees that the Town Council of Town may from time to time establish and adopt.*

3. OUT-OF-TOWN COMMERCIAL RATES AND FEES

User shall pay to the Town a rate for Services equal to the charge to in-Town commercial/industrial users, plus an amount in lieu of all of the taxes (less and except, however, the equivalent of the Town’s meals [food and lodging] and lodging taxes,) and license fees the User would pay to the Town if User’s Premises, and all commercial activity thereon, or ancillary thereto, was located and occurring within the boundaries of Town (“PILOT fees” or “Payments In Lieu of [Town] Taxes fees”). The annual amount due shall include all such taxes (less and except, however, the equivalent of the Town’s meals [food and lodging] and lodging taxes, and hereinafter set forth) and license fees, whether ordinarily imposed directly on the User and paid to the Town, or indirectly on User’s customers, collected by User and paid to the Town, as if User was within the Town. Such indirectly imposed taxes shall not include the Town meals (food and beverage) tax and Town lodging tax. By February 1st each calendar year, User shall file with the Town a statement (“Statement”) of User’s previous year’s taxes in the following categories as may apply to User: (1) property taxes paid the County of Warren, Virginia; (2) gross receipts subject to a state sales tax, and business and professional occupational license taxes; (3) a list of

all automobiles for which license taxes were paid to Warren County; (4) any bank franchise tax paid on deposits in Warren County; and (5) any car rental tax paid. This information contained in the Statement will be used to calculate an amount equivalent to what User's annual taxes and license fees would be if User were a Town resident. This amount shall then be divided into twelfths and such resulting amount shall be added to User's monthly bill for services.

If the User is new to doing business in Warren County, the information required in the Statement above shall be estimated by the Town for purposes of determining the User's rate for the first year of services.

4. VERIFICATION OF FEES

For three years, User shall keep sufficient records to enable the Town to verify the accuracy of Statements submitted by User and the correctness of rates and fees under this Agreement. All such records, books of account and other information required to be kept by any taxing authority ("Records") shall be open to inspection and examination by the Department of Finance of Town in order to allow the Town to determine compliance with the terms of this Agreement. The Town shall provide User with the option of having such audit conducted in a local business office of User where Records are maintained. In the event the Records are maintained outside Warren County, copies of the Records shall be sent to the Department of Finance upon written demand. The decision of the Town's Director of Finance shall be final in determining whether Statements comply with the terms of this Agreement.

5. PAYMENTS

Due Date – Interest, Fees and Charges

- A. User shall pay for water and sanitary sewer services provided by Town.*
- B. All payments on Accounts shall be due at Town's Department of Finance by the close of business within twenty (20) days of the date of billing. Accounts for which full payment is not received within twenty (20) days, are delinquent. The Director of Finance shall notify the User in writing of all such delinquencies. A late charge of two percent (2%) of the delinquent bill shall be charged to the delinquent Account.*
- C. If the Account remains delinquent for ten (10) days after the original notice, an additional service charge of Twenty Dollars \$20.00 shall be charged to the Account and interest shall commence accruing at the rate of interest permitted on omitted taxes and assessments under the "Underpayment Rate" established pursuant to § 6621 (a) (2) of the Internal Revenue Code plus two percent.*
- D. If such owner does not pay the full amount of charges, penalty, and interest for water provided or cease such disposal within ten (10) days after the delinquent fees and charges charged for water or sewage disposal services are due, the Town's Director of Finance may issue a service termination notice and may cease supplying water and sewage disposal services to User's premises thereto unless an officer of the Virginia Department of Health certifies that shutting off the water will endanger the health of the occupants of User's premises or the health of others. At least ten (10) business days prior to ceasing the supply of water or sewage disposal services, the Director of Finance shall provide the owner with written notice of such cessation. User shall have a right to request a hearing before the*

Finance Director during said ten (10) business day period to object to cessation of utility service, during which hearing said User may present evidence to support User's position as to why utility service ought not to be disconnected for cause.

- E. A service charge will be required to reconnect services on an Account that has had Services terminated for non-payment. If the reconnection occurs during normal business hours, the reconnection fee shall be \$20.00 for the first time; 1st; \$30.00 for the second time; and \$40.00 for the third time. At all other times other than normal business hours, the reconnection fee shall be one and one-half (1 ½) the reconnection fee during normal business hours.*
- F. If the fees and charges charged for water service or the use and services of the Town's sewage disposal system by or in connection with User's Premises are not paid when due, the User shall, until such fees and charges are paid with such penalty and interest to the date of payment, cease to dispose of sewage or industrial waste originating from or on such real estate by discharge thereof directly or indirectly into the Town's sewage disposal system.*
- G. Such fees and charges, and any penalty and interest thereon, when unpaid as provided above, shall constitute a lien against the property, ranking on a parity with liens for unpaid taxes. A lien may be placed on the property by the Town when the owner of the Premises has been advised in writing that a lien may be placed upon the property if the owner of the Premises fails to pay any delinquent water and sewer charges when due as provided as above. Such written notice shall be provided at least 30 days in advance of recordation of any lien with a copy of the bill for delinquent water and sewer charges to allow the owner of the Premises a reasonable opportunity to pay the amount of the outstanding balance and avoid the recordation of a lien against the property. The lien may be in the amount of (i) up to the number of months of delinquent water or sewer charges when the water or sewer is, or both are, provided to the owner of the Premises; (ii) any applicable penalties and interest on such delinquent charges; and (iii) reasonable attorney fees and other costs of collection not exceeding 20 percent of such delinquent charges. In no case shall a lien for less than \$25 be placed against the property.*

Place of Payment

Payments shall be made by: 1) mail to Department of Finance, 102 E. Main Street, P.O. Box 1560, Front Royal, Virginia 22630, 2) deposit at the deposit box in the rear of the Town Hall, 3) delivery in person at the Town Hall, or 4) delivery to a designated bank.

Allocation of Payments

User recognizes and accepts that during a delinquency in the payment for services, any subsequent payment received will be applied first against the most delinquent Account balance.

6. TERMINATION OF SERVICES FOR BREACH OR FAILURE TO PAY

Grounds for Termination of Service

Services may be terminated for User's failure to comply with any of the terms of this Agreement including failure to pay for services as agreed herein.

Notice

The Director will notify the User at User's billing address (_____) in writing, of all delinquencies, failures to comply with the terms of this Agreement, imminent service termination, and the right to contest as set forth below. The foregoing notwithstanding, the Town reserves the right to terminate Services as provided by Section 134-43 of the Code of the Town of Front Royal, Virginia. Notice of imminent service termination may be posted on the door of the premise at the service location with the delinquent Account, unless User and Town have previously agreed in writing to a different arrangement as to such notice.

Disconnection of Service

If such User does not pay the full amount of charges, penalty, and interest for water provided or cease such disposal within Ten (100) days after the delinquent fees and charges charged for water or sewage disposal services are due, the Town's Director of Finance may issue a service termination notice and may cease supplying water and sewage disposal services to User's premises thereto unless an officer of the Virginia Department of Health certifies that shutting off the water will endanger the health of the occupants of User's premises or the health of others. At least ten (10) business days prior to ceasing the supply of water or sewage disposal services, the Director of Finance shall provide the owner with written notice of such cessation. Notwithstanding the foregoing, no services shall be terminated prior to the date set by the Town for a contest hearing as set forth in paragraph 5. D., above.

Conditions for Reconnection of Service

Once terminated, services shall not be restored to User until the outstanding balance (service fee(s), penalty, interest and reconnection fee(s)) for that service location is paid in full, unless the Director of Finance has approved other arrangements for payment in full.

7. RETURNED CHECK POLICY

If a check for payment on the Account is returned to the Town by its bank unpaid for any reason, the Director of Finance shall notify the User in the same manner as provided above. Unless payment in full, plus a \$35.00 returned check service charge, is received by the Director by the close of business three days after the date of the notice, in addition to any rights allowed under State law, Services to the User's service location shall be terminated. If the User presents the Town with more than two (2) returned checks during any twelve (12) month period, payment by check, other than in the form of cashier's check or certified check, will no longer be accepted.

8. USE, INSTALLATION, AND INSPECTIONS

The User further agrees to the following conditions: (1) The User shall extend service via mains and/or laterals from the Town's existing mains, with no new main construction required by the Town; (2) Extension of mains and the easements necessary for their installation and maintenance may be required to be dedicated and conveyed to the Town, such facilities and real property interests shall be accepted into the Town's system when they meet such standards and requirements as the Town may determine; (3) The User shall secure any necessary easement(s) for extension of laterals, with the easement(s) to include a clause allowing the Town to inspect the lines as required to ensure proper maintenance; (4) All construction must meet the Town's water

and/or sewer construction standards; (5) The User bears the total cost of all extension; (6) The User shall pay the in-town water and/or sewer ~~connection tap fees~~ system development charge if the User's property is in the Town's corporate limits, otherwise pay according to the applicable out-of-Town rates and fees schedule as set forth in this Chapter. If the User violates any of these conditions, the Town may terminate Services after written notice to the User. The User may contest the Town's Notice of Default by contacting the Town Manager within five business days of the notice. The Town Manager will immediately schedule a hearing on the User's claim that he is not in default. If the User's challenge is not successful, Services will be terminated.

9. RIGHTS OF WAY/EASEMENTS

User agrees to execute and convey, upon request of Town, any and all rights of way and/or easements in favor of Town, in recordable form, necessary to perfect in Town the right to place, maintain and inspect any mains, laterals, lines, pipes, valves, meters and other infrastructure over, under and/or across the property necessary to supply and bill for water and sewage services to User and User's tenants, if any. User agrees to pay the filing fee(s) for the recordation of any such rights of way and/or easements in the Circuit Court for Warren County. Any such filing fees will be billed to User.

10. COMMISSION ON LOCAL GOVERNMENT UNENFORCEABLE PROVISIONS

In the event that, by act of the Virginia General Assembly, decision of any court of competent jurisdiction, or for any other reason beyond the control of Town, the provisions of this Agreement for payments in lieu of taxes as a component of the out-of-town rate for services is determined to be illegal, ultra vires or unenforceable, the parties to this Agreement further agree that the Town may immediately terminate Services to the User unless the parties to this Agreement agree on a legally permitted substitute fee in place of a payment in lieu of Town taxes as set forth in this Agreement. In the event that no such legal substitute is available, the Town may terminate this Agreement without cost or liability.

11. REPRESENTATIONS

By signing below, the User represents and certifies that User has read and fully understands this Agreement having had an opportunity to consult with legal counsel, that User is the owner of the premises to which this Agreement relates, that User agrees to comply fully with the terms of this Agreement, and that the individual executing this Agreement on behalf of User is an authorized signatory hereto.

USER

By: _____ DATE: ____/____/____

Member

Note: A certified corporate resolution, or equivalent, authorizing the above signatory to enter into this Agreement must accompany this Agreement.

STATE OF _____
COUNTY OF _____, TO-WIT:

I, _____, a Notary Public in and for the State of _____, do hereby certify that _____, whose name is signed to the foregoing Agreement, did this day personally appear and acknowledge the same before me in my State and County aforesaid.

Given under my hand this _____ day of _____, 20____.

My Commission Expires

Notary Public

TOWN OF FRONT ROYAL, VIRGINIA

By: _____
Town Manager

Approved as to form:

Town Attorney

134-31.2 WATER SERVICE RATES-COMMERCIAL AND INDUSTRIAL LAUNDRIES

A. In-Town Laundries: The monthly rates for water service usage by licensed commercial or industrial laundries located within the corporate limits of the Town of Front Royal shall be as follows:

1. The first one hundred thousand (100,000) gallons: nine dollars and fourteen cents (\$9.14) per one thousand (1,000) gallons.
2. One hundred thousand one (100,001) gallons to five hundred thousand (500,000) gallons: eight dollars and thirty cents (\$8.30) per one thousand (1,000) gallons.
3. Above five hundred thousand one (500,001) gallons: seven dollars and eighty-nine cents (\$7.89) per one thousand (1,000) gallons.

B. Out-of-Town Laundries: The monthly rates for water service usage by licensed commercial or industrial laundries located outside the corporate limits of the Town of Front Royal shall be as follows:

1. The rates for water usage furnished outside the limits of the Town of Front Royal: one hundred percent (100%) more than the in-town rates as provided above.

134-32 FURNISHING OF WATER METERS AND APPURTENANCES; REPAIRS

A. **Taps** **Connections** under 2" on development of existing in-fill lots:

1. Upon appropriate payment of the **connection** **system development** charge(s) as provided in Section 134-30, and in consideration whereof, the Town shall, **subject to 134-32.A. 3. and A. 4. below** provide, furnish, and install the following services, material, labor, and equipment:

(Incurred costs for said services, material, labor, and equipment shall be borne and paid for by the property owner.)

- a. The ~~tap~~ (~~connection~~) into the existing waterline.
 - b. All fittings, valves and sleeves deemed necessary by the Town for said tap.
 - c. All appurtenances deemed necessary by the Town including the service line to the meter, water meter jar, angle valve, yoke bar, flanges, gaskets, back-flow prevention device, ring & lid assembly, and up to five feet of pig-tail at the property. The meter will be located at the Town right-of-way/easement/property line.
 - d. The Town will own and maintain all appurtenances up to the discharge side of the water meter/back-flow device.
2. The customer shall be responsible for all costs of the materials and installation of the equipment described in this Section. Upon the request of a customer for service, the Town shall prepare an estimate of the cost of all materials and installation of the meters and connections and all appurtenances to be installed, in addition to the ~~connection tap fees~~ **system development charges** described in Section 134-30, and shall collect the amount from the customer prior to installation. In the event the final charge exceeds or is less than the estimate and payment, an additional billing or refund, respectively, shall be made by the Town. Failure of the customer to pay the additional charge within thirty (30) days may result in disconnection of the service until paid in full, including any reconnection and administrative fee.
3. For one-inch water connections and smaller, the customer shall have the option to provide, furnish, and install the water system connection in accordance with the Town of Front Royal Standards and Specifications at the customer's cost and only upon prior written approval by the Town.
4. Subsection A shall not apply in the case of subdividers or developers required to install like improvements under the Town's Subdivision Ordinance (Chapter 148, Subdivision and Land Development). In such cases the town shall have no repair responsibility under Subsection A until and unless said improvements have been dedicated to and accepted by the Town.

[B. THROUGH G. – NO CHANGES]

[SECTIONS 134-33 THROUGH 134-45] – NO CHANGES

134-46 UNAUTHORIZED REMOVAL FROM HYDRANT, TROUGH, FOUNTAIN OR FIRE-SUPPRESSION SYSTEM

A. No person shall take or carry away water from any hydrant, watering trough, drinking or public fountain without written authority to do so from the town.

B. It shall be unlawful for any person to take, divert or make use of water for any purpose other than fire suppression from a connection with the town water lines, or any line leading therefrom, installed for a fire-suppression system and assessed a ~~connection~~ **system development** charge on that basis.

C. Use of water removed from a fire hydrant by the Fire Department for non-emergency or training purposes shall be pre-approved by the Town Manager. Non-emergency use shall be metered for possible payment.

[SECTIONS 134-47 – 124-70] – NO CHANGES

134-71 UTILITY ACCOUNTS DEPOSITS, PAYMENTS AND TERMINATION OF SERVICE

A. DEPOSIT:

1. a. Residential Service Location Amount: For an existing residential service location, the deposit required for Town utility services after September 9, 2019 shall be an amount equal to the highest monthly bill for that location during the preceding twelve months or two hundred and fifty dollars (\$250.00), whichever is greater.

b. Commercial Service Location: For an existing commercial service location, the deposit required for Town utility services shall be an amount equal to twice the average monthly bill for that location during the preceding twelve months or five hundred dollars (\$500.00), whichever is greater.

c. Newly Established Location: To calculate the amount of the deposit for newly established residential or commercial service locations, the Front Royal Department of Finance shall establish the deposit at an amount equal to the customer's anticipated monthly usage of water and electric service, as may be the case.

d. Reinstatement of Deposit: If, at any time, the customer's deposit is waived or returned, as set forth below, but the customer's service subsequently is terminated for nonpayment or the customer has made four late payments during any twelve month period, a deposit, in an amount as set forth above, shall be required.
2. Service Location Deposit Waiver: Notwithstanding the foregoing, no service location deposit shall be required when an acceptable credit history is furnished by the customer from a previous utility provider. Acceptable credit history is defined as a customer who can demonstrate that during the previous twelve months his bills were paid with no more than four (4) late payments on a monthly billing system or no more than two (2) late payments on a bimonthly system.
3. Payment of Deposit: Payment of the deposit is due upon execution of the service work order. In lieu of the foregoing, when the required deposit for a residential service location exceeds five hundred dollars (\$500) or a commercial service location exceeds one thousand dollars (\$1,000), the deposit may be paid in two equal installments with one half due when the work order is signed and pay the remaining half along with the payment for the first month's service.
4. Interest and Refunds: Deposits shall be held in an interest-bearing account.

a. Service location deposits plus interest shall be refunded either: (1) upon termination of the service account in an amount equal to the deposit and accrued interest minus any amount deducted to satisfy customer arrearages or other debts owing to the Town; or (2) upon the customer's request after a period of twelve months of service during which there were no more than four delinquent payments. Upon request of a refund, the Director of Finance shall first ensure that customer does not have any debts owing to the Town. If the customer is indebted to the Town, the Director of Finance will apply any refund toward satisfaction of these debts prior to the refund of any money to the customer.

B. PAYMENTS:

1. Due Date - Fines and Charges: All payments for water, sewer, electric, and garbage collection services shall be due within 20 days of the date of billing. Accounts, for which full payment is not received within 20 days, are delinquent. A late charge of 2% of the delinquent bill immediately shall be charged to the delinquent account. If the account remains delinquent for 10 days after the original notice, an additional service charge of \$10.00 shall be charged. Finally, a service charge will be required to reconnect service that has been discontinued due to non-payment. If the reconnection occurs during normal business hours, the reconnection fee shall be \$20.00-first reconnection fee; \$30.00-second reconnection fee; \$40.00-third reconnection fee; \$50.00-reconnection fee for all other times.

2. Allocation of Payments: During a delinquency in the payment for any service (electric, water, sewerage, or garbage collection) any subsequent payment received for services will be applied first against the most delinquent account which is not subject to a defense of any applicable statute of limitations.

3. Budget Billing: Notwithstanding the foregoing, the Director of Finance, in his discretion, may enter into agreements with customers for alternative billing and payment schedules with persons on fixed or limited incomes.

4. The Town of Front Royal may take all lawful action to collect all debts owed to the municipality which have become overdue.

C. TERMINATION OF SERVICES:

1. Notice: The Director of Finance shall notify the customer in writing of all delinquencies, imminent service termination, and right to contest as set forth below. Notice also shall be posted on the door of the premise with the delinquent account.

2. Protest: The customer may contest the bill by contacting the Director of Finance for the Town of Front Royal who will immediately schedule a hearing on the customer's claim that his account is not delinquent.

3. Disconnection of Service: If the matter is not successfully contested by the customer and arrearages remain 10 days after the date of the aforementioned notices, service shall

be disconnected. Notwithstanding the foregoing, no services shall be disconnected prior to a requested hearing.

4. Persons in Poor Health: Customer may seek an additional 30 days before water and electric services are disconnected if the Director of the Warren County Health Department certifies in writing to the Town of Front Royal Director of Finance that the customer has a serious medical condition or the customer resides with a family member with a serious medical condition. Upon providing certification the service termination may be delayed twice within a 12-month period, but may not be consecutive, certification shall be valid for period of 365 days.

5. Conditions for Reconnection of Service: Once disconnected, services shall not be restored to that customer until the outstanding balance (service fee(s), penalty, and reconnection fee(s)) for that service location is paid in full, unless the Director of Finance has approved other arrangements for payment in full.

D. RETURNED PAYMENT POLICY: If a payment is returned to the Town for any reason, the Director of Finance shall notify, in the same manner as provided above, the Customer. If payment, in full, plus a \$35.00 service charge is not received by the close of business three days after the date on the notice, all utility services to the customer's service location shall be disconnected. If the customer presents the Town with more than two bad checks during any twelve-month payment, payment by check will no longer be accepted.

~~134-71.1 PURCHASE OF WATER AND SEWER TAPS~~

~~A. A water and sewer connection can be purchased from the Town of Front Royal only for a specific, designated building site or lot.~~

~~B. Once an application to purchase a water and sewer connection has been received, the connection shall not be transferrable to another site.~~

~~C. If the water and sewer connection is not installed within twelve (12) months from the date of purchase because the purchaser is not ready for actual installation, the purchase shall be voided and the purchase price alone shall be refunded without interest.~~

~~D. E. Water and sewer connection fees~~ system development charges shall be paid upon application. However, when a single developer in a single application requests the purchase of six (6) or more water and sewer taps for six (6) or more building units, the connection fee for each tap may be paid upon actual installation of each respective tap. (Ord. No. 2-86 Added Entire Section 2-10-86 Effective Upon Passage)

134-71.2 (RESERVED)

[SECTIONS 134-71.2 THROUGH 134-81] – NO CHANGES

This ordinance shall become effective July 1, 2020.

APPROVED:

Eugene R. Tewalt Mayor

ATTEST:

Tina L. Presley, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____ 2020, upon the following recorded vote:

William A. Sealock	___Yes___No	Chris W. Holloway	___Yes___No
Lori A. Cockrell	___Yes___No	Jacob L. Meza	___Yes___No
Gary L. Gillispie	___Yes___No	Letasha T. Thompson	___Yes___No

A public hearing on the above was held on May 26, 2020, having been advertised in the Northern Virginia Daily on May 9 and May 16, 2020.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____

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**Town of Front Royal, Virginia
Council Agenda Statement**

Item # 8

Meeting Date: May 26, 2020

Agenda Item: PUBLIC HEARING – Annual Appropriation Ordinance for FY2020-2021 Budget (*1st Reading*)

Summary: Council is requested to affirm on its first reading the Town's Annual Appropriation Ordinance for the FY2020-2021 Budget effective July 1, 2020 through June 30, 2021, as proposed.

Note: The proposed budget is available for viewing on the Town's website.

Budget/Funding: None

Meetings: Various work sessions held.

Staff

Recommendation: Approval_____ Denial_____

Proposed Motion: I move that Council affirm on its first reading the Town's Annual Appropriation Ordinance for the FY2020-2021 Budget effective July 1, 2020 through June 30, 2021, as proposed.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: _____