



**TOWN OF FRONT ROYAL, VIRGINIA
TOWN COUNCIL MEETING
Monday, April 8, 2013 @ 7:00 p.m.
Warren County Government Center**

1. Pledge of Allegiance
 2. Moment of Silence
 3. Roll Call
 4. Approval of the Regular Council Meeting minutes of March 25, 2013.
 5. Receipt of Petitions and/or Correspondence from the Public
 6. Reports:
 - a. Report of special committees or Town officials and Town Manager.
 - b. Requests and inquiries of Council members.
 - c. Report of the Mayor
 - d. Proposals for addition/deletion of items to the Agenda.
 - *7. **CONSENT AGENDA ITEMS – (ROLL CALL VOTE REQUIRED)**
 - A. COUNCIL APPROVAL – Proclamation - Alcohol Awareness Month
 - B. COUNCIL APPROVAL – Proclamation – Administrative Professionals Week and Day
 - C. COUNCIL APPROVAL – Proclamation Recognizing Musical Contributions from the Front Royal Oratorio Society (FROS)
 - D. COUNCIL APPROVAL – Donation of Zoning Permit Application Fee to the Front Royal Little League
 - E. COUNCIL APPROVAL – Donation of Zoning Permit Application Fee to Samuels Public Library
- *The nature of a consent agenda is such that discussion of individual items does not occur.*
8. **PUBLIC HEARING** – An Ordinance Approving an Agreement Between the Town, The Boisseau Family L.C./L.C. II and Royal Plaza Associates for Easement of a Walking and Biking Trail (*1st Reading*)
 9. **PUBLIC HEARING** – Enact Chapter 10, Elections to the Town Code (*1st Reading*)
 10. **COUNCIL NOMINATIONS** – Virginia Municipal League (VML) Policy Committees
 11. **COUNCIL APPROVAL** – RSW Regional Jail Water and Sewer Agreement
 12. **COUNCIL APPROVAL** – Budget Amendment and Bids for Dominion Power Improvements
 13. **COUNCIL APPROVAL** – Discharge of Rainwater into the Town's Sewer System from RSW Regional Jail



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

Page 1
Item No. 7(A)

Meeting Date: April 8, 2013

Agenda Item: COUNCIL APPROVAL – Proclamation – “*Alcohol Awareness Month*”

Summary: Council has received a request from James Villatoro, student from Warren County Middle School, seeking a request to proclaim April 2013 as “*Alcohol Awareness Month*” in the Town of Front Royal

Budget/Funding: None

Attachments: E-mail from Mr. Villatoro and Proclamation

Meetings: None

Staff Recommendation: Approval ✓ Denial

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve a Proclamation proclaiming April 2013 as “*Alcohol Awareness Month*” in the Town of Front Royal.

*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: JB

Tina Presley

From: Jennifer Berry
Sent: Wednesday, March 20, 2013 12:34 PM
To: Tina Presley
Subject: FW: April- Alcohol Awareness Month
Attachments: PROC - NCADD Alcohol Awareness Month 2013 03 20.docx

For an upcoming agenda; PROC Attached

-----Original Message-----

From: James Villatoro [<mailto:kvillato5@yahoo.com>]
Sent: Tuesday, March 19, 2013 1:33 PM
To: Jennifer Berry
Subject: Town of FRONT ROYAL Municipal Homepage: April- Alcohol Awareness Month

This is an enquiry e-mail via <http://www.frontroyalva.com/> from:
James Villatoro <kvillato5@yahoo.com>

My name is James Villatoro and I am a 7th Grader at Warren County Middle School. I am writing to you to see if you will proclaim the month of April 2013, Alcohol awareness Month. I have known some of my classmates who engage in underage drinking as well as older kids.

With my being involved in the young marine program and I plan to live my life above the influences and do not plan to become involved in alcohol or drugs because I have plans and goals to go into the Navy Academy when I graduate High school. When I was younger I lived with my dad who abused alcohol and my mom finally was able to break free of my dad and raised us kids alone and got us involved in many positive activities to stay out of trouble and to know how to say no to peer pressure.

**NCADD ALCOHOL AWARENESS MONTH 2013
HELP FOR TODAY, HOPE FOR TOMORROW**

WHEREAS, Alcohol is the most commonly used addictive substance in the United States; and

WHEREAS, one in every 12 adults (17.6 million people) suffer from alcohol abuse or dependence; and

WHEREAS, more than half of all adults have a family history of alcoholism or problem drinking; and

WHEREAS, 100,000 persons die each year from alcohol-related causes: drinking and driving crashes, other accidents, falls, fires, alcohol-related homicides and suicides; and WHEREAS, more than 7 million children live in a household where at least one parent is dependent on or has abused alcohol; and

WHEREAS, alcohol is a primary factor in the four leading causes of death for young persons ages 10-21; and

WHEREAS, young people who begin drinking before age 15 are four times more likely to develop alcohol dependence than those who begin drinking at age 21; and

WHEREAS, alcohol-related problems cost America \$224 billion (\$746 per person) in lost productivity, absenteeism, healthcare costs, crime and family-related problems; and

WHEREAS, the typical American will see 100,000 beer commercials before he or she turns 18;

NOW, THEREFORE, I, (INSERT NAME OF LOCAL PUBLIC OFFICIAL) join the National Council on Alcoholism and Drug Dependence, Inc. (NCADD) and do hereby proclaim that April 2013 is NCADD Alcohol Awareness Month in Town of Front Royal. As the (INSERT TITLE OF LOCAL PUBLIC OFFICIAL), I also call upon all citizens, parents, governmental agencies, public and private institutions, businesses, hospitals, schools and colleges in Town of Front Royal to support efforts that will reduce stigma, increase community awareness and increase support for individuals and families coping with alcoholism. Through these efforts, together, we can provide "Help for Today, Hope for Tomorrow" for those in our community who are facing challenges with alcohol use and abuse.

May it be so decreed.

NCADD Alcohol Awareness Month



NCADD

NATIONAL COUNCIL ON ALCOHOLISM AND
DRUG DEPENDENCE, INC.

2013

~ Help for Today, Hope for Tomorrow ~

WHEREAS, Alcohol is the most commonly used addictive substance in the United States; and

WHEREAS, one in every 12 adults (17.6 million people) suffer from alcohol abuse or dependence; and

WHEREAS, more than half of all adults have a family history of alcoholism or problem drinking; and

WHEREAS, 100,000 persons die each year from alcohol-related causes: drinking and driving crashes, other accidents, falls, fires, alcohol-related homicides and suicides; and

WHEREAS, more than 7 million children live in a household where at least one parent is dependent on or has abused alcohol; and

WHEREAS, alcohol is a primary factor in the four leading causes of death for young persons ages 10-21; and

WHEREAS, young people who begin drinking before age 15 are four times more likely to develop alcohol dependence than those who begin drinking at age 21; and

WHEREAS, alcohol-related problems cost America \$224 billion (\$746 per person) in lost productivity, absenteeism, healthcare costs, crime and family-related problems; and

WHEREAS, the typical American will see 100,000 beer commercials before he or she turns 18;

NOW, THEREFORE, I, Timothy W. Darr join the National Council on Alcoholism and Drug Dependence, Inc., NCADD, and do hereby proclaim that **April 2013 is NCADD Alcohol Awareness Month in Town of Front Royal**. As the Mayor, I also call upon all citizens, parents, governmental agencies, public and private institutions, businesses, hospitals, schools and the college in the Town of Front Royal to support efforts that will reduce stigma, increase community awareness and increase support for individuals and families coping with alcoholism. Through these efforts, together, we can provide "Help for Today, Hope for Tomorrow" for those in our community who are facing challenges with alcohol use and abuse. May it be so decreed. Approved at the meeting of Town Council on _____.

Timothy W. Darr, Mayor

Jennifer E. Berry, Clerk of Council



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

Page 1
Item No. 7(B)

Meeting Date: April 8, 2013

Agenda Item: COUNCIL APPROVAL – Proclamation – *“Administrative Professionals Week and Day”*

Summary: Council has received a request from Tina Presley, member of International Administrative Assistant Professionals (IAAP), seeking to proclaim April 21 – 27, 2013 as *“Administrative Professionals Week”* and Wednesday, April 24, 2013 as *“Administrative Professionals Day”* in the Town of Front Royal.

Budget/Funding: None

Attachments: Proclamation

Meetings: None

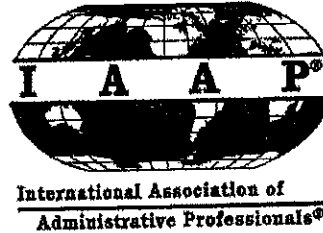
Staff Recommendation: Approval ☒ Denial ☐

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve a Proclamation proclaiming April 21 – 27, 2013 as *“Administrative Professionals Week”* and Wednesday, April 24, 2013 as *“Administrative Professionals Day”* in the Town of Front Royal.

*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: JB



PROCLAMATION

2013 Administrative Professionals Week and Day

WHEREAS, Administrative professionals play an essential role in coordinating the office operations of businesses, government, educational institutions, and other organizations, and

WHEREAS, The work of administrative professionals today requires advanced knowledge and expertise in communications, computer software, office technology, project management, organization, customer service and other vital office management responsibilities, and

WHEREAS, Administrative Professionals Week is observed annually in workplaces around the world to recognize the important contributions of administrative support staff and is sponsored by the International Association of Administrative Professionals, and

WHEREAS, Administrative Professionals Week 2013 is focused on "Honoring the office professionals who make offices work," and reflects the integral and central role that office professionals play in modern business, and

NOW THEREFORE I, Mayor Timothy W. Darr on behalf of the Front Royal Town Council hereby proclaim the week of April 21-27, 2013 as Administrative Professionals Week, and Wednesday, April 24, 2013 as Administrative Professionals Day, saluting the valuable contributions of administrative professionals in the workplace. And I call on all employers to support continued training and development for administrative staff, recognizing that a well-trained workforce is essential for success in today's business world.

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

This proclamation was adopted by the Town Council of the Town of Front Royal, Virginia _____



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

Page 1
Item No. 7(C)

Meeting Date: April 8, 2013

Agenda Item: COUNCIL APPROVAL – Proclamation Recognizing Musical Contributions from the Front Royal Oratorio Society (FROS)

Summary: Council has received a request from David Freese, member of the Front Royal Oratorio Society, seeking recognition for their musical contributions to the Town of Front Royal.

Budget/Funding: None

Attachments: Letter from Mr. Freese and Proclamation

Meetings: None

Staff Recommendation: Approval ☒ Denial ☐

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve a Proclamation recognizing the musical contributions of the Front Royal Oratorio Society to the Town of Front Royal.

*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: JB

David Freese
128 Autumn Hills Lane
Front Royal, VA 22630

Tina Presley
Executive Assistant
Office of the Town Manager
102 E. Main Street
Town Administration Building
PO Box 1560
Front Royal, VA 22630

Dear Tina,

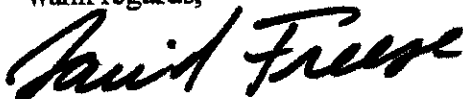
On behalf of the Front Royal Oratorio Society (FROS), we would like to request that in conjunction with our April 28 concert in Front Royal entitled "A Choral Kaleidoscope" that if possible, a town proclamation be issued to recognize our musical contributions to the excellent quality of life here in Front Royal.

We have been part of the community for over 50 years. The Front Royal Oratorio Society supports a vibrant community by allowing anyone with a love of music to join and sing with us (no audition or musical background is required) and moreover, our concerts are entirely free and open to the public. Our mission is to bring high quality choral works of music to the Northern Shenandoah Valley. We believe music is not only to be appreciated in its own right, but that music is something everyone can agree upon, that brings us together and that inspires and enlightens us all.

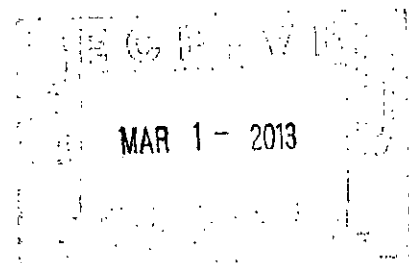
"A Choral Kaleidoscope" includes songs of all shapes, sizes and colors and will be performed on Sunday, April 28 at Front Royal Presbyterian Church, 124 Luray Ave. We will perform well known and beloved folk and patriotic songs, inspiring sacred works, quintessentially American tone poems and a few Broadway toe tappers!

We are indeed grateful for the support of the town of Front Royal, the office of the Town Manager and we hope to see lots of our local officials on April 28!

Warm regards,



David Freese
Front Royal Oratorio Society



H 540-635-4842
C 202-361-7046

~PROCLAMATION~

Front Royal Oratorio Society

recognition for musical contributions

WHEREAS, the Front Royal Oratorio Society has been a part of the Front Royal community for over 50 years; and

WHEREAS, the Front Royal Oratorio Society's mission is to bring high quality choral works of music to the Northern Shenandoah Valley; and,

WHEREAS, the Front Royal Oratorio Society supports the community by allowing anyone with a love of music to join with no audition or musical background required; and

WHEREAS, the Front Royal Oratorio Society's concerts are entirely free and open to the public, believing music is not only to be appreciated in its own right, but that music is something everyone can agree upon to inspire and enlighten; and,

NOW, THEREFORE, the Mayor and Town Council of the Town of Front Royal hereby appreciate and recognize the Front Royal Oratorio Society for their music to the Town of Front Royal over the last 50 years.

APPROVED:

Timothy W. Darr
Mayor

ATTEST:

Jennifer E. Berry
Clerk of Council

This proclamation was adopted by the Town Council of the Town of Front Royal, Virginia on _____.



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

Page 1
Item No. 7(D)

Meeting Date: April 8, 2013

Agenda Item: COUNCIL APPROVAL – Donation of Zoning Permit Application Fee to the Front Royal Little League

Summary: Council has received a request from Chris Simmons, Field Manager of the Front Royal Little League requesting a donation of \$100.00 for a Zoning Permit Application Fee associated with the placement of new batting cages.

Budget/Funding: 1000-3130306 – Zoning Income

Attachments: Letter from Mr. Simmons

Meetings: Work Session held April 1, 2013

Staff

Recommendation: Approval ✓ Denial

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve a donation of \$100.00 for a Zoning Permit Application Fee for the Front Royal Little League associated with the placement of new batting cages.

*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: JB

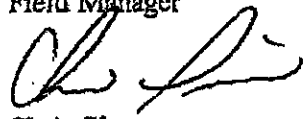
Front Royal Town Manager or whom it may concern,

The board of Front Royal Little League would like to know if you can please waive the hundred dollar fee for the zoning permit application that we need to pull in order to put in new batting cages for the children of our community. We would be very grateful consider Front Royal Little League is a non-profit organization. Thank you for your time and consideration of this time sensitive matter.

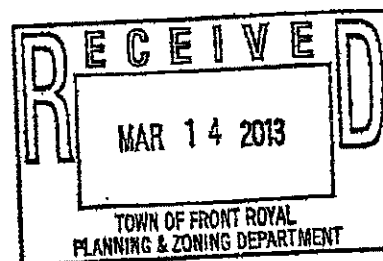
Sincerely,

Front Royal Little League

Field Manager



Chris Simmons





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

Page 1
Item No. 7(E)

Meeting Date: April 8, 2013

Agenda Item: COUNCIL APPROVAL – Donation of Zoning Permit Application Fee to Samuels Public Library

Summary: Council has received a request from Nicki McGuire Lynch, Library Director of Samuels Public Library, requesting a donation of \$100.00 for a Zoning Permit Application Fee associated with James McCloskey trying to earn an Eagle Scout Badge that involves the placement of a wooden bridge near the library.

Budget/Funding: 1000-3130306 – Zoning Income

Attachments: Letter from Ms. Lynch

Meetings: Work Session held April 1, 2013

Staff

Recommendation: Approval ☒ Denial ☐

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve a donation of \$100.00 for a Zoning Permit Application Fee for Samuels Public Library associated with the placement of a wooden bridge near the library as part of an Eagle Scout Project.

*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: JB

Town Manager

Steven Burke

Dear Mr. Burke,

The reason I am writing to you and Town Council is to get permission to waive a \$100.00 building fee for a young man by the name of James McCloskey, who is trying to earn an Eagle Scout badge.

James designed a wooden bridge to go on the left side of the library, over the wet lands area at Samuels Library. This area is next door to the Ressie Jeffries School. After James builds this bridge, the Master Gardeners plan to plant wet land vegetation to help stop the erosion of soil in that area. Both James and the Master Gardeners plan to beautify this area that is now red clay and very sparse plantings.

He has been working on getting permission for this project for almost two years now. It was required to get permission from Samuels Library Board, the Town, the County and the Warren County School system along with Zoning to make sure it is handicap accessible. He has gotten permission from all of these groups now.

He only needs to pass one last hurdle, and that is, the \$100.00 fee required by the Town? Can you get this fee waived? He is a young man without cash yet, he has already designed the bridge and gotten all the materials and Boy Scout help needed to build this bridge this spring.

Thanks for considering this request.

Sincerely,

Nicki McGuire Lynch

Library Director of Samuels Library



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

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Item No. 8

Meeting Date: April 8, 2013

Agenda Item: PUBLIC HEARING – An Ordinance Approving an Agreement Between the Town, the Boisseau Family L.C./L.C. II and Royal Plaza Associates for Easement of a Walking and Biking Trail (*1st Reading*)

Summary: Council is requested to affirm on its first reading an ordinance approving an agreement between the Town and the Boisseau Family L.C., the Boisseau Family, L.C. II and Royal Plaza Associates. If approved, the ordinance and agreement will grant to the Town a deed of permanent easement, temporary construction easement, special warranty deed to parcels and other responsibilities in connection with a walking and biking trail near Royal Plaza Shopping Center.

Budget/Funding: None

Attachments: Ordinance and Agreement

Meetings: Work Session held March 4, 2013.

Staff Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council affirm on its first reading an ordinance approving an agreement between the Town and the Boisseau Family L.C., the Boisseau Family, L.C. II and Royal Plaza Associates for a walking and biking trail near Royal Plaza Shopping Center, as presented.

ROLL CALL VOTE REQUIRED

*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: JB

AN ORDINANCE TO AUTHORIZE CONVEYANCE OF A PARCEL OF REAL ESTATE OWNED BY THE TOWN OF FRONT ROYAL ("FRONT ROYAL") TO BOISSEAU FAMILY L.C. IN EXCHANGE FOR A PERMANENT EASEMENT ON BOISSEAU FAMILY L.C.'S, BOISSEAU FAMILY, L.C.II'S, AND ROYAL PLAZA ASSOCIATE'S REAL ESTATE, FOR A WALKING AND BIKING TRAIL IN FAVOR OF FRONT ROYAL; IN EXCHANGE FOR A CONVEYANCE OF A PARCEL OF REAL ESTATE OWNED BY BOISSEAU FAMILY, L.C, II TO FRONT ROYAL ; AND IN EXCHANGE FOR A CONVEYANCE OF A SMALL PARCEL OF LAND OWNED BY BOISSEAU FAMILY, L.C. II TO FRONT ROYAL

WHEREAS, the Town Council of the Town of Front Royal, Virginia (hereinafter the "Town"), has received a request to approve an ordinance approving an agreement between the Town and The Boisseau Family L.C., the Boisseau Family, L.C., II, and Royal Plaza Associates. If approved, the ordinance and agreement would grant to the Town, from Boisseau Family L.C. and L.C., II, a deed of permanent easement for a walking and biking trail parallel to U.S. Route 522 South (Remount Rd.) on the east side of the Royal Plaza Shopping Center, together with a temporary construction easement; would grant to the Town, from Boisseau Family L.C. II, a special warranty deed to a parcel of 1.2916 AC. adjacent to U. S. Route 522 South (Remount Rd.) and Criser Rd.; would grant a special warranty deed to the Town, from the Boisseau Family L.C. II, to a parcel of 0.0841 AC. near Commerce Ave. and the intersection of Prospect Street and Front Street; would grant to Boisseau Family L.C. from the Town a special warranty deed to "Parcel A-1" (0.6991 AC.); would add Boisseau Family L.C. and L.C. II and Royal Plaza Associates as additional insureds on the Town's liability insurance policy; and would require the Town to perform additional minor maintenance and other responsibilities in connection with the walking and biking trail and agreement.

WHEREAS, the said Council and the Town's Staff have investigated said proposed exchange and found, as evidenced by Council's Resolution of April _____, 2013, that the exchange is of approximately equal value in real estate value alone, and is more than equal in value to the Town's residents and visitors, who will now also have a permanent easement affording the opportunity for a walking and biking trail with its recreational, tourist, and health benefits; and,

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Town Council of the Town of Front Royal, Virginia, having duly subjected itself to complete compliance with the requirements of Section 15.2-2100, *et seq.*, of the Code of Virginia, 1950, as amended, and, especially a three-fourths (3/4ths) majority vote of the elected Members of the Town Council to approve such conveyance, the Town shall convey to Boisseau Family, L.C. the fee simple interest, with Special Warranty of title, to that certain parcel of land approximately eighty feet (80') in width and designated as "Parcel A-1" as depicted on the Criser Plat by Darryl G. Merchant, Land Surveyor, dated 23 July 2010, Revised 31 August 2010, a copy of which is attached hereto and incorporated herein by reference (the "Criser Plat"). **Provided, however** that the Town shall reserve unto itself a permanent easement of 50 ft. depth and 80 ft. width on Criser Road marked on said Criser Plat "Hereby Reserved By The Town Of Front Royal For Public Street Use (4,000sq. Ft.)", which shall run with the land, for utility installation and maintenance of same, as well as for ingress, egress and regress, over, across, and through said realty. No improvements or structures may constructed, placed, or erected by Boisseau Family, L.C., Boisseau, L.C.II, Royal Plaza Associates, or any of their successors or

assigns, on the easement reserved by the Town which would in any manner or at any time interfere with the Town's use of its reserved easement. Said conveyance to Boisseau Family, L. C. shall be by good and sufficient Special Warranty deed to be prepared by the Town Attorney and executed by the Mayor on behalf of the Council;

AND BE IT, FURTHER, ORDAINED AND ENACTED that the Town Attorney shall receive in exchange, either by the same deed or by separate conveyance, at his discretion, good and sufficient deeds from the Norfolk Southern Corporation to the Town, the following:

(a) A deed of easement will be granted and conveyed from Boisseau Family, L.C. ("LLC1") and Boisseau Family, L.C. II ("LLC 2") to the Town for a permanent easement appurtenant, which shall run with LLC1 and LLC 2's land, together with a temporary construction easement not to exceed five (5) years measured from the date said deed of easement is recorded, all as depicted on a plat titled "Happy Creek Trail System, Plat Showing Proposed Ingress-Egress Easements and Temporary Construction Easements, Prepared for the Town of Front Royal", prepared by Darryl G. Merchant, Land Surveyor, dated 23 September, 2009, revised 13 July, 2010, a copy of which is attached hereto and incorporated herein;

(b) A special warranty deed conveying a fee simple interest to the Town will be granted and conveyed from LLC 2 for a parcel of land containing 1.2916 acres, more or less, near Remount Road (U. S. Route 522), as shown on that plat titled "Plat Showing Parcel A1, Town of Front Royal, LR 01-1293, And the Land of

The Boisseau Family L.C. II, Et Al", prepared by Darryl G. Merchant, Land Surveyor, dated 23 July 2010, Revised 31 August 2010, (the "Criser Plat") a copy of which is attached hereto and incorporated herein; provided, however, LLC 2 reserves to itself, its successors and assigns, a fifteen foot (15') wide access easement on that portion of said parcel marked "15' Wide Access Easement Reserved By The Boisseau Family L.C. II, Et Al (4,161 Sq. Ft.)";

(c) A special warranty deed conveying a fee simple interest to the Town from LLC 2 for a small parcel of land containing 0.0841 of an acre near Commerce Avenue, and depicted on a plat titled "Plat Showing 0.0841 Acre Parcel of Land as Shown On The Subdivision Plat of A Portion of The Paul W. Rudacille Estate As Recorded in Slide 180 H", prepared by Darryl G. Merchant, Land Surveyor, dated September 23, 2009, a copy of which is attached hereto and incorporated herein.

AND BE IT, FURTHER, ORDAINED AND ENACTED that the Town Manager, and Planning Director, shall, if appropriate, sign and thereby approve the aforesaid Plats of Survey, and that if the aforesaid deeds from Boisseau Family, L.C., Boisseau Family, L.C. II, and Royal Plaza Associates are not delivered to the Town Attorney within one (1) year from the date of the adoption of this Ordinance, he shall report said event to this Council, and this Ordinance shall be void.

For purposes of Section 4-4 (E) of the Town Code, this ordinance shall be considered "routine" and shall be effective upon passage.

*****THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia, Town Council conducted on April _____, 2013, upon the following recorded vote:

Daryl L. Funk Yes/No

Bret W. Hrbek Yes/No

N. Shae Parker Yes/No

Eugene R. Tewalt Yes/No

* Hollis L. Tharpe

Yes/No

Thomas H. Sayre

Yes/No

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

A public hearing on the above was held on April _____, 2013, having been advertised in the Northern Virginia Daily on March 23 and 30, 2013 and the Warren Sentinel on April 4, 2013.

The Ordinance was enacted at the regular meeting of the Town Council held April _____, 2013.

Approved as to form and legality:

* _____
Douglas W. Napier, Town Attorney

Date: ____ / ____ / ____

THIS AGREEMENT is made and entered into this _____ day of _____, 2013, by and between THE TOWN OF FRONT ROYAL, VIRGINIA, a Municipal Corporation organized, Chartered, and existing under the laws of the Commonwealth of Virginia, ("the Town"), and THE BOISSEAU FAMILY L.C., a Virginia limited liability company, ("LLC 1"); THE BOISSEAU FAMILY, L.C. II, a Virginia limited liability company ("LLC 2"), and ROYAL PLAZA ASSOCIATES, a Virginia limited partnership ("RPA").

WHEREAS, the Town desires to acquire a permanent easement over and across other property owned by LLC 1 & LLC 2, for the construction of a bicycle and walking trail, together with a temporary construction easement surrounding such permanent easement, and to add LLC 1, LLC 2, and RPA to the Town's liability insurance as an "additional insureds", if the Town's insurance carrier permits, as to the said bicycle and walking trail; and

WHEREAS, RPA has a leasehold interest in the entirety of the Royal Plaza Shopping Center property and hereby joins in this Contract for the sole purpose of consenting to the easements being granted herein across the Royal Plaza Shopping Center property; and

WHEREAS, the Town desires to acquire, in fee simple, a parcel of real estate near Remount Road (U. S. Route 522) owned by LLC 2; and

WHEREAS, the Town desires to acquire, in fee simple, a small parcel of real estate near Commerce Avenue owned by LLC 2.

NOW, THEREFORE, WITNESSETH that the parties covenant and agree

as follows:

1. LLC 1 and LLC 2 agree:

(a) A deed of easement will be granted and conveyed from LLC 1 and LLC 2 to the Town for a permanent easement appurtenant, which shall run with LLC1 and LLC 2's land, together with a temporary construction easement not to exceed five (5) years measured from the date said deed of easement is recorded, all as depicted on a plat titled "Happy Creek Trail System, Plat Showing Proposed Ingress-Egress Easements and Temporary Construction Easements, Prepared for the Town of Front Royal", prepared by Darryl G. Merchant, Land Surveyor, dated 23 September, 2009, revised 13 July, 2010, a copy of which is attached hereto and incorporated herein;

(b) A special warranty deed conveying a fee simple interest to the Town will be granted and conveyed from LLC 2 for a parcel of land containing 1.2916 acres, more or less, near Remount Road (U. S. Route 522), as shown on that plat titled "Plat Showing Parcel A1, Town of Front Royal, LR 01-1293, And the Land of The Boisseau Family L.C. II, Et Al", prepared by Darryl G. Merchant, Land Surveyor, dated 23 July 2010, Revised 31 August 2010, (the "Criser Plat") a copy of which is attached hereto and incorporated herein; provided, however, LLC 2 reserves to itself, its successors and assigns, a fifteen foot (15') wide access easement on that portion of said parcel marked "15' Wide Access Easement Reserved By The Boisseau Family L.C. II, Et Al (4,161 Sq. Ft.)";

(c) A special warranty deed conveying a fee simple interest to the Town from LLC 2 for a small parcel of land containing 0.0841 of an acre near Commerce Avenue, and depicted on a plat titled "Plat Showing 0.0841 Acre Parcel of Land as

Shown On The Subdivision Plat of A Portion of The Paul W. Rudacille Estate As Recorded in Slide 180 H", prepared by Darryl G. Merchant, Land Surveyor, dated September 23, 2009, a copy of which is attached hereto and incorporated herein.

2. Provided that the Town's liability insurance carrier consents thereto, the Town agrees to add each of LLC 1, LLC 2, and RPA, and each of their respective successors and assigns, to the Town's policy of liability insurance as "additional insureds", effective on the day that construction of the walking and bike trail is concluded, at no expense to LLC 1, LLC 2 or to RPA. Further, the Town agrees that the entirety of the contemplated bicycle and walking trails to be constructed by the Town and located within the easement granted herein on the shopping center property shall be lighted to a minimum average of foot candle level of two (2) from dusk to dawn. The Town further agrees to clear and keep maintained and cleared of brush and debris once per year the contemplated bicycle and walking trail to be constructed by the Town within the easement granted herein, in the area from the trail to Happy Creek. The Town further agrees to cut, once, the scrub trees and brush, and to clean thoroughly, once, the area of trash between U. S. Route 522 and Happy Creek, and to relocate, once, any beavers that have built a dam after execution of this agreement. It is further agreed by the Town that if the Town should decide to construct a sidewalk on the east side of Happy Creek, the Town will not assess LLC 1, LLC 2, or RPA for any of the costs of construction thereof. Further, the Town agrees that if the Virginia Department of Highways constructs a more modern bridge on Criser Road, LLC 1, LLC2, and RPA will not be assessed for the costs of construction thereof. It is understood and agreed by all

parties that the provisions of Virginia Code § 29.1-509 are intended to be made a part of and incorporated by reference into this Contract.

3. Subject to complete compliance with the requirements of Section 15.2-2100, *et seq.*, of the Code of Virginia, 1950, as amended, and, especially a three-fourths (3/4ths) majority vote of the elected Members of the Town Council to approve such conveyance, the Town agrees that it will convey to LLC 1 the fee simple interest, with Special Warranty of title, to that certain parcel of land approximately eighty feet (80') in width and designated as "Parcel A-1" as depicted on the Criser Plat by Darryl G. Merchant, Land Surveyor, dated 23 July 2010, Revised 31 August 2010, a copy of which is attached hereto and incorporated herein by reference (the "Criser Plat"). ~~The Town further agrees to relocate, at its cost, the power pole that is in the center of Parcel A-1.~~ Provided, however, that the Town shall reserve unto itself a permanent easement of 50 ft. depth and 80 ft. width on Criser Road marked on said Criser Plat "Hereby Reserved By The Town Of Front Royal For Public Street Use (4,000sq. Ft.)", which shall run with the land, for utility installation and maintenance of same, as well as for ingress, egress and regress, over, across, and through said realty. No improvements or structures may constructed, placed, or erected by LLC 1, LLC 2, RPA, or any of their successors or assigns, on the easement reserved by the Town which would in any manner or at any time interfere with the Town's use of its reserved easement; provided, however, that this sentence shall not prevent LLC 1, LLC 2, RPA, and/or any of their successors or assigns from asphalt-paving said reserved easement, provided the same is done to the public street standards of the Town of Front Royal.

4. **IT IS UNDERSTOOD AND AGREED** by the parties that the Town will require anyone at any time in the future who constructs a bridge leading from U. S. Route 522 (Remount Road) to serve the properties of LLC 1, LLC 2, and/or RPA, their successors and assigns, to construct such bridge directly across U. S. Route 522 from one of the existing entrances to what is currently the properties of Gateway Shopping Center, so that one traffic light serves both the bridge and one of the said existing entrances of what is currently Gateway Shopping Center.

5. **IT IS UNDERSTOOD AND AGREED** by the parties that the obligations set forth in Paragraph (3) above are a condition precedent to the parties' other obligations as provided for in this Contract. In the event that the Town fails, for any reason whatsoever, to approve this Contract in complete compliance with the requirements of §15.2-2100 *et seq.* of the Code of Virginia as set forth in Paragraph (3) above, this Contract shall be void and of no effect, and the parties shall have no further obligation to one another under this Contract whatsoever.

IN WITNESS WHEREOF the Town Council of the Town of Front Royal, Virginia, has caused this Contract to be executed on its behalf by Timothy W. Darr, its duly elected Mayor, and to have its official seal hereunto affixed and attested to by Jennifer L. Berry, its Clerk, all in accordance with a Motion approving this Contract adopted on _____, 2013, a true copy of an extract of the official Minutes of the Regular Meeting of said Council being attached hereto and incorporated herein;

AND IN WITNESS WHEREOF The Boisseau Family, L.C. and The Boisseau Family, L.C. II have caused this instrument to be executed by RICHARD W. BOISSEAU, III, its Manager;

AND IN WITNESS THEREOF, for the sole purpose of consenting to the easements granted in this Contract across the shopping center property, Royal Plaza Associates has caused this instrument to be executed by GEORGE C. STUCKEY, Manager of Stuckey Associates, LLC, itself the General Partner of Royal Plaza Associates.

THIS INSTRUMENT was executed in duplicate by all of the foregoing persons on ____ day of 2013, with one (1) copy to the Town, one (1) copy to Richard W. Boisseau, III, and one copy to George C. Stuckey.

TOWN OF FRONT ROYAL, VIRGINIA

BY: _____
TIMOTHY W. DARR, MAYOR

ATTESTED TO:

JENNIFER L. BERRY, CLERK

THE BOISSEAU FAMILY, L.C.

BY: _____
RICHARD W. BOISSEAU, III
MANAGER

THE BOISSEAU FAMILY, L.C. II

BY:

RICHARD W. BOISSEAU, III
MANAGER

ROYAL PLAZA ASSOCIATES

By: STUCKEY ASSOCIATES, LLC
General Partner

By:

George C. Stuckey, Manager

APPROVED AS TO FORM:

Douglas W. Napier, Town Attorney

NOTES:

1. NO TITLE REPORT FURNISHED.
PLAT SUBJECT TO EASEMENTS
AND RESTRICTIONS OF RECORD.
2. PLAT REF.: SLIDE 180 H
3. DEED REF: D.B. R PG 84; D.B. 15 PG. 1
W.B. R PG 181

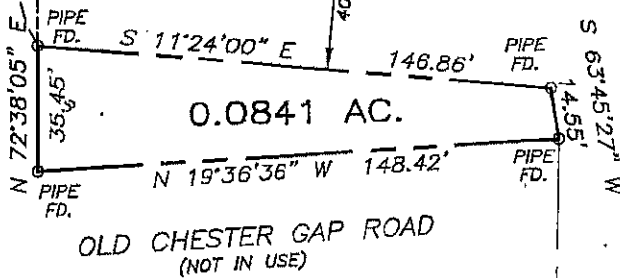


TURNER LANE

PARCEL A
13.1667 AC.

PARCEL B
3.0500 AC.

ROUTE 522 - COMMERCE AVE.



Happy Creek

BOUNDARY INFORMATION SHOWN HEREON BASED
ON DEEDS OF RECORD AND IS NOT THE RESULT
OF A CURRENT BOUNDARY SURVEY.



PROSPECT ST.

FRONT ST.

PLAT SHOWING

0.0841 ACRE PARCEL OF LAND
AS SHOWN ON THE SUBDIVISION PLAT
OF A PORTION OF THE
PAUL W. RUDACILLE ESTATE
AS RECORDED IN SLIDE 180 H
TOWN OF FRONT ROYAL
WARREN COUNTY, VIRGINIA

DATE: 23 SEPTEMBER 2009

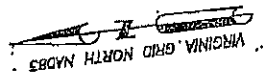
SCALE: 1" = 40'

www.measure-map.com
540-636-4949

Darryl G. Merchant
Consulting Land Surveyor
P.O. BOX 1508
FRONT ROYAL, VA 22630

COPYRIGHT D.S. MERCHANT, L.S. NOT TO BE COPIED,
REPRODUCED OR ALTERED WITHOUT PERMISSION.

09-F107 DWG. No. AM-1757



ROUTE 522

REMOUNT ROAD

PLAT SHOWING

PARCEL A1, TOWN OF FRONT ROYAL
LR 01-1293
AND THE LAND OF

THE BOISSEAU FAMILY L.C. II, ET AL
LR 01-565 D.B. 454 PG. 719

TOWN OF FRONT ROYAL - WARREN COUNTY, VIRGINIA
DATE: 23 JULY 2010
REVISED: 31 AUGUST 2010
SCALE 1" = 80'

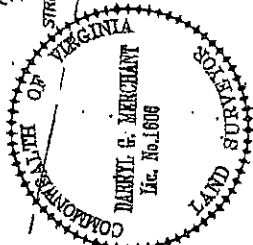
15'-WIDE ACCESS EASEMENT
RESERVED BY THE
BOISSEAU FAMILY L.C. II, ET AL
(4,161 SQ. FT.)

TM 20A18 ((5)) 7
THE BOISSEAU FAMILY L.C. ET AL
LR 01-561

NOTES:
1. NO TITLE REPORT FURNISHED.
PLAT SUBJECT TO EASEMENTS
AND RESTRICTIONS OF RECORD.



HEREBY RESERVED BY
THE TOWN OF FRONT
ROYAL FOR PUBLIC
STREET USE (4,000 SQ. FT.)



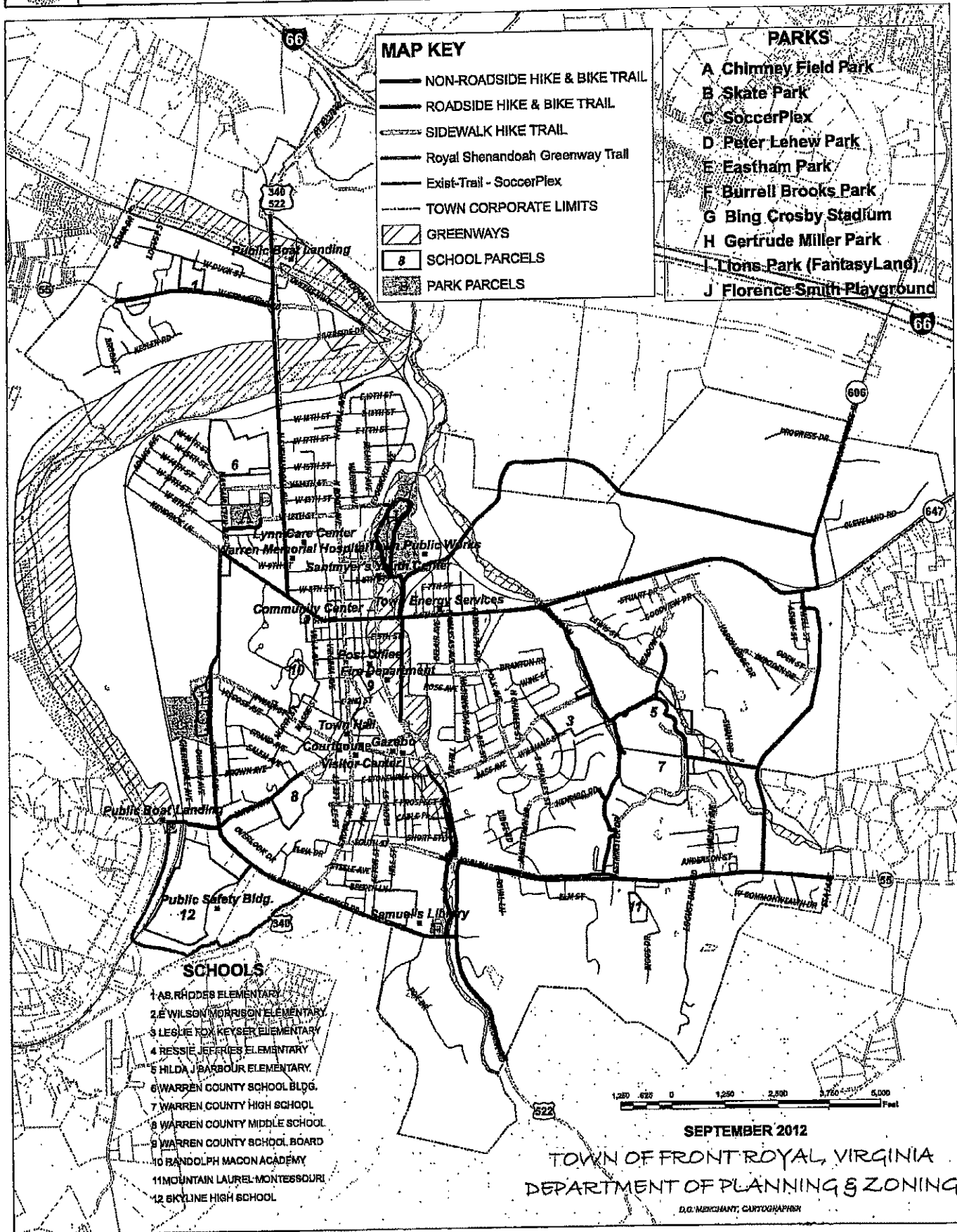
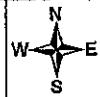
www.measure-map.com
540-636-4949
Darryl G. Merchant
Consulting Land Surveyor
P.O. BOX 1508
FRONT ROYAL, VA 22630

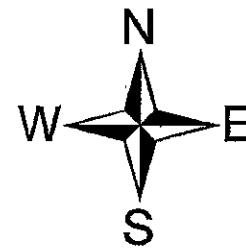
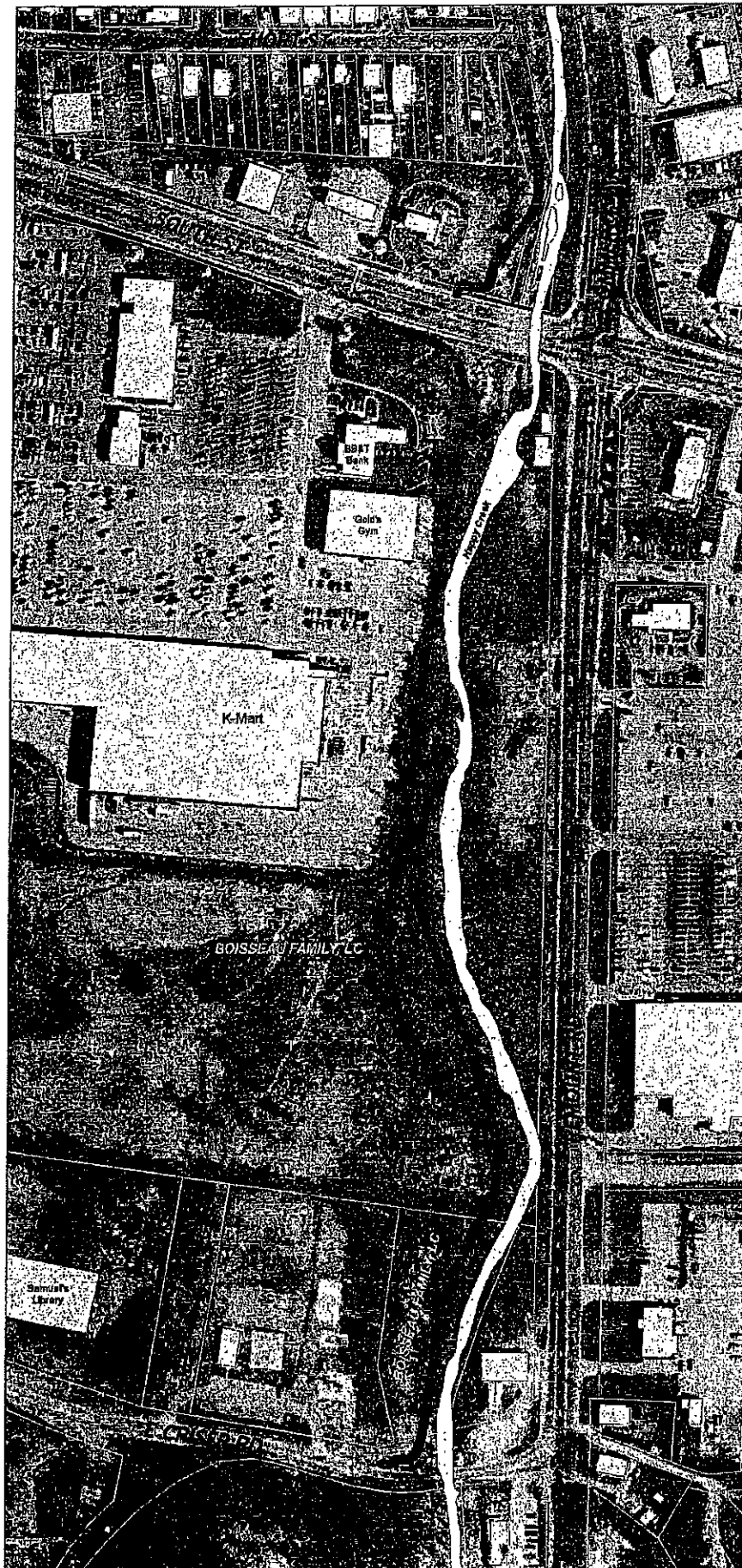
LINE	BEARING	DISTANCE
L1	S 22°55'12" W	144.03'
L2	S 19°12'08" W	150.04'
L3	S 13°46'36" W	44.89'
L4	S 06°35'46" E	16.66'

JOB No. 10-F101 DWG. No. AM-1740 COPYRIGHT D.G. MERCHANT, L.S. NOT TO BE COPIED, REPRODUCED OR ALTERED WITHOUT PERMISSION.



TRAILS AND BIKEPATHS





Front Royal, Virginia

HAPPY CREEK TRAIL

*Criser Road
To
Front Street*

Legend

-  Proposed Trail - (Boisseau)
-  Exist Trail

200 100 0 200 Feet






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

Page 1
Item No. 9

Meeting Date: April 8, 2013

Agenda Item: PUBLIC HEARING – Enact Chapter 10, ELECTIONS, to the Town Code
(1st Reading)

Summary: Council is requested to affirm on its first reading an Ordinance to enact Chapter 10, ELECTIONS, to the Front Royal Municipal Town Code. If approved, Town Elections will be held the Tuesday following the first Monday in November in even numbered years; current members of Town Council and the Mayor shall have their terms extended and shall continue in office until December 31 of the year in which their respective terms were to expire; term members of all Town Council members and the Mayor shall begin the first day of January next following the election; and candidates for Town Council and the Mayor shall not be nominated or identified on the ballot by political party affiliation.

Budget/Funding: None

Attachments: Proposed Ordinance

Meetings: Work Session held February 19, 2013

Staff

Recommendation: Approval ☒ Denial ☐

Proposed Motion: I move that Council affirm on its first reading an Ordinance to enact Chapter 10, ELECTIONS, to the Front Royal Municipal Town Code, as presented.

ROLL CALL VOTE REQUIRED

*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: JB

Chapter 10

ELECTIONS

Sections:

10-1 Election of Mayor and Town Council

10-1 ELECTION OF MAYOR AND TOWN COUNCIL

A. The Mayor and Town Council shall be elected on the Tuesday following the first Monday in November in even numbered years in the manner provided by Virginia general election laws. The Mayor and members of Town Council in office at the effective date of this ordinance amendment shall have their terms extended and shall continue in office until December 31 of the year in which their respective terms were to expire.

B. The terms of office for all Town Council members shall begin on the first day of January next following their election, and each shall serve for a term of four (4) years or until his or her successor shall have been elected and qualified. The term of office for the Mayor shall begin on the first day of January next following his or her election, and the Mayor shall serve for a term of two (2) years. The Town Council members and Mayor may succeed themselves as often as the voters may choose.

C. Candidates for Town Council and Mayor shall be nominated only by petition in the manner prescribed by general law. Candidates for Town Council and Mayor shall not be nominated or identified on the ballot by political party affiliation or in any other manner that would disqualify them for candidacy under any law of the United States or the Commonwealth of Virginia.

D. (1) The Council may fill any vacancy that occurs in the membership of the Council for the unexpired term, provided that such vacancy is taken within 45 days of the office becoming vacant. If a majority of the remaining members of the Council cannot agree, or do not act, the judges of the circuit court having jurisdiction shall make the appointment. The person so appointed shall hold office only until the qualified voters of the Town fill the vacancy by special election pursuant to Virginia Code § 24.2-682, 1950, as amended, or its successor enactment(s), and the person so elected has qualified. Any person so appointed shall hold office the same as an elected person and shall exercise all powers of the elected office.

(2) If a majority of the seats on the Council are vacant, the remaining members shall not make interim appointments and the vacancies shall be filled as provided in Virginia Code § 24.2-227, 1950, as amended, or its successor enactment(s).

This ordinance shall become effective upon passage.

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____ 2013, upon the following recorded vote:

Thomas H. Sayre Yes/No

Bret W. Hrbek Yes/No

Hollis L. Tharpe Yes/No

Eugene R. Tewalt Yes/No

N. Shae Parker Yes/No

Daryl L. Funk Yes/No

A public hearing on the above was held on _____, 2013 having been advertised in the Northern Virginia Daily on _____, 2013 and _____, 2013. The Ordinance was enacted at the Regular Meeting of the Town Council held _____ 2013.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____



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

Page 1
Item No. 10

Meeting Date: April 8, 2013

Agenda Item: COUNCIL NOMINATIONS – 2013 Virginia Municipal League (VML) Policy Committees

Summary: Council is requested to make nominations to the Virginia Municipal League (VML) Policy Committees. Policy Committees members are nominated each spring. They serve May through December 2013. They generally meet once during the year in July. Nominations are due to VML by April 22, 2013.

Budget/Funding: None

Attachments: Letter from VML

Meetings: Work Session held April 1, 2013

Staff

Recommendation: Approval ☒ Denial ☐

Proposed Motion: I move that Council nominate the following to the various Virginia Municipal League (VML) Policy Committees, said terms to expire December 31, 2013.

- 1) Vice Mayor Parker and Councilman Sayre to the Community & Economic Committee
- 2) Town Manager Steve Burke to the Environmental Quality Committee
- 3) Councilman Funk and Finance Director Kim Gilkey-Breeden to the Finance Committee
- 4) Town Attorney Doug Napier to the General Law Committee
- 5) Councilman Hrbek and Councilman Tharpe to the Transportation Committee

*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: JB



OFFICERS

PRESIDENT

EDWIN E. DALEY, DPA
HOPEWELL CITY MANAGER

PRESIDENT-ELECT

DAVID P. HELMS
MARION MAYOR

VICE PRESIDENT

WILLIAM D. EUILLÉ
ALEXANDRIA MAYOR

IMMEDIATE PAST PRESIDENT

ROSEMARY WILSON
VIRGINIA BEACH COUNCIL MEMBER

EXECUTIVE DIRECTOR

R. MICHAEL AMYX

MAGAZINE

VIRGINIA TOWN & CITY

March 22, 2013:

To: Key Officials of Full-Member Local Governments;
Council and Board Clerks of Full-Member Local Governments

From: R. Michael Amyx, Executive Director

Duke Amyx

Subject: 2013 VML Policy Committee Nominations

The Virginia Municipal League is accepting nominations for its 2013 policy committees. A description of the policy committee process is attached, along with a nomination form. Please complete the enclosed form and return it to VML by Monday, April 22. If your community has an election in May, please return this form by the requested date even if you must revise it later.

Please observe the following guidelines when making your policy nominations:

- Only full-member local governments may participate.
- You may nominate two individuals to a committee; if two are nominated, at least one nominee must be a governing body member.
- Only members of a council or board of supervisors and appointed officials (i.e., employees of the local government) are eligible to serve.
- Individual may serve on only one committee.
- The chief administrative officer or mayor/board chairman must sign the nomination form.
- Please return nomination forms by April 22.

We will forward information about policy committee meeting times and rooms as soon as they are confirmed. Policy committee recommendations that emerge from the July meeting will be forwarded to the Legislative Committee for consideration at its September meeting.

Please call/e-mail Janet Areson (804/523-8522, jareson@vml.org) if you have any questions about the appointment process.

P.O. Box 12164

RICHMOND, VIRGINIA 23241

13 EAST FRANKLIN STREET

RICHMOND, VIRGINIA 23219

804/649-8471

FAX 804/343-3758

e-mail@vml.org

www.vml.org

VML 2013 Policy Committee Nominations

Please return this form by April 22 to Joni Terry at VML, P.O. Box 12164, Richmond, VA 23241;
Fax 804/343-3758; email: jterry@vml.org

Community & Economic Development

Name & Title: _____

Name & Title: _____

Environmental Quality

Name & Title: _____

Name & Title: _____

Finance

Name & Title: _____

Name & Title: _____

General Laws

Name & Title: _____

Name & Title: _____

Human Development & Education

Name & Title: _____

Name & Title: _____

Transportation

Name & Title: _____

Name & Title: _____

Signed: _____ Locality: _____

(Mayor/Chair, or Manager/Administrator)

VML's Legislative and Policy Committee Process

Each year the Virginia Municipal League develops two separate documents -- a legislative program and a compilation of policy statements -- through a process that involves the Legislative Committee and six separate policy committees. The Legislative Committee is responsible for developing the legislative program, but it may also rely on input from the policy committees to do so. The policy committees develop broad policy statements, in addition to submitting specific legislative recommendations for consideration by the Legislative Committee.

Legislative Committee

What is the role of the Legislative Committee?

The Legislative Committee is responsible for considering and reporting on existing or proposed state and federal legislation or regulations, and urging the enactment or amendment of, or opposition to, such legislation or regulations.

How is the Legislative Committee appointed?

VML's Constitution spells out the composition of the Legislative Committee. The committee consists of 24 people holding elective or appointed positions, all appointed by VML's President. Of the 24 members, 12 must be representatives of cities and urban counties with populations in excess of 35,000, 6 must be representatives of cities and urban counties with populations of 35,000 or less, and 6 must represent towns.

What is included in VML's Legislative Program?

The legislative program adopted by the Legislative Committee reflects specific legislative objectives that VML hopes to achieve during the upcoming legislative session. It is subject to the approval of VML's membership at the annual conference.

What is the relationship between the legislative committee and VML's policy committees?

The Legislative Committee meets prior to the policy committees to identify issues that it would like the committees to consider for potential inclusion in the league's legislative program. It meets again after the policy committees have met to consider their recommendations.

Policy Committees

What is the role of the policy committees?

Policy committees receive briefings on select statewide issues, consider possible changes to the policy statement, and develop legislative recommendations for the Legislative Committee to consider.

How are policy committees appointed?

Policy committee membership consists of elected and appointed officials of full-member local governments. Nomination information is sent in the spring to each locality, and each local government determines which of its officials will be nominated for each of the six policy committees. Each local government may nominate up to two people per policy committee, at least one of whom must be an elected official.

What are the benefits of serving on a policy committee?

VML policy committees offer members an opportunity to learn about current and emerging statewide issues that affect local governments, to develop through policy statements the broad philosophical framework that guides the league, and to network with local officials with similar policy interests.

How many policy committees are there?

There are six policy committees: community and economic development, environmental quality, finance, human development and education, and transportation.

What issues does each policy committee cover?

- **Community & Economic Development:** Authority, administration, and funding of local governments to manage a full range of community and economic development issues, including business development and retention, international competitiveness, infrastructure development and investment, planning, land use and zoning, blight, enterprise zones, housing, workforce development and historic preservation.
- **Environmental Quality:** Natural resources and the authority of local governments to manage the environment, including water resources and quality, solid and hazardous waste management, air quality and the Chesapeake Bay.
- **Finance:** Powers, organization and administration of local government financing, including taxing authority, debt financing, state aid to local governments and federal policies affecting local finance issues.
- **General Laws:** Powers, duties, responsibilities, organization and administration of local governments, including state-local and inter-local relations, conflicts-of-interest, freedom-of-information, information management and personnel, telecommunications, utilities and law enforcement, jails and courts issues.
- **Human Development and Education:** Management and funding of social services, education, health, behavioral health, juvenile justice, recreation, rehabilitation and programs for the aging.
- **Transportation:** Development, maintenance, and funding of a comprehensive land, sea and air transportation system for the Commonwealth, and federal, state and local roles in the provision and regulation of transportation.

What is a policy statement?

Each policy committee develops a policy statement that covers issues in its respective area. The policy statement expresses the agreement of VML's membership on matters of interest to local governments. The statement generally addresses broad, long-term, philosophical positions. The VML membership approves the policy statements at its annual meeting.

How do policy statements differ from VML's legislative program?

Policy statements are general in nature. They reflect local governments' positions on a range of issues. The Legislative Program is more specific and immediate. It is limited to legislative positions that VML expects to lobby on during the upcoming legislative session.



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

Page 1
Item No. 11

Meeting Date: April 8, 2013

Agenda Item: COUNCIL APPROVAL – Rappahannock-Shenandoah- Warren County (RSW)
Regional Jail Authority Water and Sewage Agreement

Summary: Council is requested to approve an Out-of-Town Water and Sewage Service Agreement with the Rappahannock-Shenandoah-Warren County (RSW) Regional Jail Authority, as presented.

Budget/Funding: None

Attachments: Agreement

Meetings: Several Meetings held in 2013

Staff Recommendation: Approval ☒ Denial ☐

Proposed Motion: I move that Council approve an Out-of-Town Water and Sewage Service Agreement with the Rappahannock-Shenandoah-Warren County (RSW) Regional Jail Authority, 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: JB

**TOWN OF FRONT ROYAL, VIRGINIA
OUT-OF-TOWN WATER AND SEWAGE SERVICE AGREEMENT**

This Out-of-Town Water and Sewage Service Agreement ("Agreement"), is made this _____ day of _____, 2013, by and between the **Town of Front Royal, Virginia** ("Town") and **RSW Regional Jail Authority** ("the "Authority"), owner of property commonly known as RSW Regional Jail or the Regional Jail, located at 6601 Winchester Road, Front Royal, Virginia in the County of Warren, Virginia, ("Regional Jail" or "Property", as appropriate to the context).

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

WHEREAS, the Town does operate water supply and sanitary sewage systems and services outside of its boundaries and the Authority is desirous of contracting with the Town for the Town to supply certain water supply and sanitary sewage services ("Services") to the Regional Jail, which is located outside of the Town's boundaries; and

WHEREAS, the County of Warren, Virginia, by separate agreement with the Town, concurs with the Town supplying the Services to the Regional Jail; and

WHEREAS, the Authority is desirous of obtaining the Services from the Town to its Property via connection to the Town's service mains ("service location"), and of entering into an agreement containing the terms and conditions for the supplying of Services which satisfies the contract requirements of §134.31 of the Code of the Town of Front Royal, Virginia.

NOW THEREFORE, in consideration of creating a service location for the Authority, and of providing Services to Regional Jail and/or such other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree to the following, which shall be binding upon the Authority, the Town and their successors in interest, lessees, and assigns:

1. PROVISION OF UTILITY SERVICES

The Town will provide the Services to the Regional Jail on the terms and conditions as hereinafter set forth. The Town agrees to provide the Services in compliance with all applicable federal, state and local laws and regulations.

2. WATER AND SEWAGE METERS

Prior to occupancy of the Regional Jail by prisoners, the Authority will cause to be installed, at its expense, a remote-read water meter and a remote-read sanitary sewage meter, which meters will be equipment meeting Town standards and approved by the Town in advance of installation; which meters will be maintained by the Authority to the standards of the Town; and which meters will be calibrated not less than annually to the standards of the Town with a copy of such calibration results to be provided to the Town. It shall be the duty of each party to

notify the other in the event that either is aware that any meter is registering inaccurately or malfunctioning, so that any such meter can be promptly tested and repaired or replaced. If a meter is found to be inoperable then the volume of water supplied or wastewater discharged shall be estimated by the Town based on the best information available. All Town standards shall be reasonable municipal water and sanitary sewage standards as to equipment, maintenance, and calibration. Installation of the water meter and the sewage meter shall be in such locations as to be reasonably accessible to Town employees or others for maintenance or repair when such is unable to be performed by the Authority.

3. INSPECTION OF PREMISES

The parties agree that the Town may inspect any or all of the water and sanitary sewage system on the Property at reasonable times upon the giving of reasonable notice under the circumstances, it being understood and agreed that this being a jail it may be necessary or advisable for the Authority or the Town to provide the Town's employees, agents and officers with appropriate security or law enforcement personnel while such inspections are being conducted.

4. RAINWATER REUSE SYSTEM AND OTHER FACILITIES

A. Rainwater Reuse System. The parties agree that the Authority may discharge wastewater associated with the installation and operation of a rainwater reuse system on the Property to the Town's sanitary sewage system, provided (a) that the system is designed as a water efficiency measure that contributes to the Leadership in Energy and Environmental Design ("LEED") initiative; (b) that the rainwater reuse system is installed and operated in accordance with all applicable federal and state laws, regulations, orders, ordinances, policies and procedures, and (c) that the rainwater reuse water supply piping shall not be connected to any potable waterlines unless a cross connection prevention system, compliant with all applicable laws, regulations, orders, ordinances, policies, and procedures, approved by the Town Manager, or designee, and the Building Inspector, is implemented to ensure public safety for the domestic water supply. Rates and charges hereunder for sewage service shall include all wastewater discharged from the Regional Jail to the Town's sewage system including wastewater associated in any manner with use of the rainwater reuse system.

B. No Other Water or Sewer Facilities. Except as provided in subsection 4.A. above, the Authority agrees not to (1) develop or obtain an alternative water supply, whether from an onsite or offsite source, (2) discharge wastewater, whether onsite or offsite, from or to any facility or system other than the Town's sanitary sewer system, and (3) apply for or obtain any necessary federal, state or local permits for an alternative water supply or wastewater treatment or discharge during the term of this Agreement, provided that the Town is able to supply the Services to the Authority in a manner and amount that meets the needs of the Authority. Notwithstanding the above, the Authority may use water from the existing wells on the Property for landscape irrigation and HVAC cooling, which water will not be discharged into the Town's wastewater system. Within 10 days of the execution of this Agreement, the Authority shall request in writing to the Virginia Department of Environmental Quality ("DEQ") that it terminate the Authority's Virginia Pollutant Discharge Elimination System Permit

(VPDES Permit No. VA0092703) on an expedited basis pursuant to 9 VAC 25-31-370 and -410. The Authority shall promptly notify the Town of DEQ's termination of the permit. Within 10 days of such notification, the Town shall notify the Circuit Court for Warren County and move that its appeal in *Town of Front Royal v. State Water Control Board et al.* be dismissed as moot. The parties shall cooperate with each other and with the State Water Control Board and DEQ to take all reasonable and necessary actions to complete the termination of such permit and the litigation challenging such permit.

5. COMMENCEMENT OF SERVICES, SERVICE ACCOUNT AND DEPOSIT

A. **Commencement of Services.** The Town's obligation to provide the Services will become effective upon the payment by the Authority of the connection fees for both water and wastewater, as the Authority's general contractor needs access to both systems during construction. During construction, the payment for the Services will be the obligation of the Authority's general contractor, and not the Authority, but will be at the rates set forth in this Agreement.

B. **Account.** Upon execution of this Agreement and issuance of the Certificates of Occupancy, the Town's Department of Finance will open a service billing account ("Account") for the Authority's service location and shall bill the Authority for usage of Services supplied to the Property's service location as determined by metering pursuant to Section 1 above and rates pursuant to Section 7 below and any applicable fees.

C. **Deposit Amount.** The Authority shall pay to Town a deposit ("deposit") in an amount of One Hundred Dollars (\$100.00) so that the Town Department of Finance can establish an account to fund said Account in order to pay to the Authority any rebates, if any, as hereinafter set forth. Payment of the deposit is due upon the execution of this Agreement.

6. COMPLIANCE WITH LAW

The Authority agrees to comply with all applicable ordinances of Town concerning the Services, including, but not limited to, any standards for the pretreatment and discharge of wastewater to the sanitary sewage system.

7. OUT-OF-TOWN RATES AND FEES

A. **Monthly Billing and Payment.** Subject to the annual true-up process established in subsection 7.B. below, monthly billing and payment shall be as follows. The Authority will pay to the Town for the first 540,000 gallons of water supplied by the Town and for the first 540,000 gallons of sewage discharged by the Authority per 30 day billing cycle (equivalent to 18,000 gallons per day), each at 1.375 times the in-Town residential water and sewer rates, respectively. The Authority will pay to the Town for water supplied and sewage discharged in excess of 540,000 gallons per 30 day billing cycle at 2.0 times the in-Town water and sewer rates, respectively. The Town shall bill the Authority at the end of each 30 day billing cycle for the Authority's supply and discharge, respectively, during that immediately preceding 30 day billing cycle, and the Authority shall timely pay such bill to the Town.

B. Annual True-Up. At the end of each calendar year, the volume of water supplied to, and the volume of sewage discharged from, the Regional Jail for that calendar year shall each be calculated. The Authority shall receive a credit when all of the following conditions occur within a calendar year: (1) the Authority consumes water or discharges sewage in excess of 540,000 gallons during any 30 day billing period, (2) the Authority consequently pays the Town 2.0 times the In-Town rate for such excess, and (3) the Authority consumes water or discharges sewage less than 6,480,000 gallons during the entire calendar year. The water and sewage credits, respectively, shall be calculated based on the difference between 2.0 times the In-Town rate and 1.375 times the In-Town rate per gallon, as shown in the examples in Appendix A. If the initial year of operation of the Jail after inmates are housed at the Jail is a partial year, the annual amount of 6,480,000 gallons shall be prorated accordingly for purposes of determining whether the Authority is eligible to receive a credit and for calculating the credit amount. The Town shall apply the credit to the next monthly bill following determination of the credit and, if the amount of the credit exceeds the next monthly billing amount, successive bills until the entire credit is applied to the Authority's benefit.

C. In-Town Rates. For the purpose of subsection 8.A. above, the in-Town water and sewer rates shall be the in-Town residential water and sewer rates then in effect during each monthly billing cycle, it being understood and agreed by the parties that the Town Council may from time to time, in its sole discretion, establish new or revised in-Town rates and that such new or revised in-Town rates shall provide the basis for calculating amounts billed hereunder.

D. Term. These rates shall remain in effect for a period of Sixty (60) years from the date of execution of this Agreement. Following the Sixty (60) year period, a usage and rate agreement may be renegotiated by mutual agreement of the parties.

8. VERIFICATION OF FEES

For three years following the end of any given calendar year, the Authority shall keep sufficient records to enable the Town to verify the accuracy of statements submitted by the Authority and the correctness of rates and fees under this Agreement. The Town understands that the Authority cannot accurately measure the amount of rainwater used by the Authority. All such records, books of account and other information required to be kept by any regulating authority of the Authority ("Records") shall be open to inspection and examination by the Town at reasonable times and places upon the giving of reasonable notice in order to allow the Town to determine compliance with the terms of this Agreement. The Town shall provide the Authority with the option of having such audit conducted in a local office of the Authority where its Records are maintained. In the event the Records are maintained outside Warren County, copies of the Records shall be sent to such office of the Town as reasonably demanded by the Town.

9. PAYMENTS

A. Due Date – Interest, Fees and Charges. The Authority shall pay for Services provided by Town. 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 Authority in writing of all such delinquencies. A late charge of 2% of the delinquent bill shall be charged to the delinquent Account. If the Account remains delinquent for thirty (30) days after the original notice, an additional service charge of \$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. The Director of Finance may issue a service termination notice on Accounts delinquent for more than thirty (30) days. Finally, 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 \$50.00. All other times, the reconnection fee shall be \$100.00.

B. Place of Payment. Payments shall be made by: (1) mail to Department of Finance, Front Royal Administration Building 102 East Main Street, P.O. Box 1560, Front Royal, Virginia 22630, (2) deposit at the deposit box in the back of the Front Royal Administration Building, (3) delivery in person at the Front Royal Administration Building, or (4) delivery to a designated bank.

C. Allocation of Payments. The Authority 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.

10. TERMINATION OF SERVICES FOR BREACH OR FAILURE TO PAY

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

B. Notice. The Town's Director of Finance, or designee, will notify Regional Jail at Regional Jail'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 §134-43, or its successor enactment, 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, as long as a copy is mailed to the Chairman of the Authority and the county administrators of the three counties.

C. Contest. The Authority may contest the bill or notice of failure to comply with this Agreement by contacting the Town's Director of Finance who will schedule a hearing on the Authority's contest within a reasonable time not to exceed twenty one (21) days. However, if the Authority contests only a portion of its bill, the uncontested portion shall be paid prior to the filing of any contest.

D. Disconnection of Service. If the status of the delinquent Account is not contested by the Authority in the appropriate manner prior to termination of Services, and if arrearages or non-compliance remain thirty (30) days after the date of the aforementioned notices, Services

may be terminated. Notwithstanding the foregoing, no Services shall be terminated prior to the date set by the Town for a contest hearing.

E. Conditions for Reconnection of Service. Once terminated, Services shall not be restored to the Authority until the outstanding balance (service fee(s), penalty, interest and reconnection fee(s)) for that service location is paid in full, unless the Town's Director of Finance has approved other arrangements for payment in full.

11. 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 Authority in the same manner as provided above. Unless payment in full, plus a \$35.00 returned check service charge, is received by the Director of Finance 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 Authority's service location shall be terminated. If the Authority 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.

12. USE, INSTALLATION, AND INSPECTIONS

The Authority further agrees to the following conditions: (1) The Authority 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, and 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 Authority 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 Authority bears the total cost of all extensions; and (6) If The Authority violates any of these conditions, the Town may terminate Services after written notice to the Authority. The Authority may contest the Town's Notice of Default by contacting in writing the Town Manager within five (5) business days of the notice, setting forth in writing the Authority's basis for contesting said Notice of default. The Town Manager will forthwith schedule a hearing on the Authority's claim that it is not in default. If the Authority's challenge is not successful, Services may be terminated.

13. RIGHTS OF WAY / EASEMENTS

Without limiting the requirements of Section 12, the Authority agrees to obtain, 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 sanitary sewage services to the Authority. The Authority 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.

14. MISCELLANEOUS PROVISIONS

A. **Integration.** This Agreement contains all commitments and agreements of the parties with respect to the subject matter of this agreement, and no verbal or written commitments other than this agreement shall have any force or effect regarding the subject matter hereof.

B. **Amendment.** This Agreement shall be amended only by a writing signed by both parties.

C. **Assignment.** This Agreement may not be assigned by the Authority without the written consent of the Town. The Authority may not sell water supplied under this Agreement to a third party, nor shall the Authority discharge wastewater from a third party to the Town's sewer system.

D. **Interpretation.** This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia and shall be interpreted as if it were mutually drafted by the parties.

E. **Force Majeure.** The Town's obligations to provide the Services shall be excused during the events or conditions beyond its reasonable control, including but not limited to facility or equipment failures, power failures, acts or omissions of third parties, strikes, lockouts, acts of a public enemy, wars, blockades, insurrections, riots, acts of terrorism, drought, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, acts of God, civil disturbances, explosions, contamination, and for any other condition for which the Town is not legally responsible when serving Town residents.

F. **Termination Due to Unenforceability.** In the event that, by act of the Virginia General Assembly or the final decision of any court of competent jurisdiction following any appeals, any of the provisions of this Agreement is finally determined to be illegal, ultra vires or unenforceable, the parties to this Agreement further agree that the Town may immediately terminate Services to the Regional Jail without cost or liability.

G. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties further agree that a facsimile or scanned signature may substitute for and have the same legal effect as an original signature, and that any copy of this executed agreement made by photocopy, facsimile, or scanner shall be considered an original.

H. **Further Representations of Authority.** By signing below, the Authority represents and certifies that that the Authority is the owner of the Property to which this Agreement relates, that the Authority agrees to comply fully with the terms of this Agreement, and that the individual executing this Agreement on behalf of the Authority is an authorized signatory hereto.

RSW REGIONAL JAIL AUTHORITY:

BY: _____ **DATE:** _____
(Name)

(Title)

Approved as to Form:

By: _____
Counsel for Authority

[REST OF PAGE INTENTIONALLY LEFT BLANK]

TOWN OF FRONT ROYAL, VIRGINIA

BY: _____ **DATE:** _____
 Town Manager

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

Approved as to Form:

By: _____
 Town Attorney

APPENDIX A **SECTION 7.B. ANNUAL TRUE-UP CALCULATION ILLUSTRATION**

Example Determination of Rate for Credit Calculation

Assume In-Town Rate = \$11.27 / 1,000 gal

1.375 Times In-Town Rate = \$ 15.50 / 1,000 gal

2.0 Times In-Town Rate = \$22.54 / 1,000 gal

Rate for Credit Calculation = \$22.54 - \$15.50 = \$7.04 / 1,000 gal

Example Determination of Volume Basis for Credit Calculation & Credit Amount

<i>Volume Paid @ 2.0 Times In-Town Rate (gal/yr)</i>	<i>Volume Consumed (or Discharged) (gal/yr)</i>	<i>Volume Consumed (or Discharged) (or Discharged) Less Than 6,480,000 gal/yr</i>	<i>Volume Basis for Credit Calculation (gal)</i>	<i>Credit Amount (\$7.04 per 1,000 gal)</i>
200,000	7,000,000	0	0	0
200,000	6,480,000	0	0	0
200,000	6,450,000	30,000	30,000	\$211.20
200,000	6,280,000	200,000	200,000	\$1,408.00
200,000	5,800,000	680,000	200,000	\$1,408.00



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

Page 1
Item No. 12

Meeting Date: April 8, 2013

Agenda Item: COUNCIL APPROVAL – Budget Amendment and Bids for Dominion Power Improvements

Summary: Council is requested to approve a budget amendment and accept three bids in the amount of \$175,650.00 for the purchase of three pieces of equipment for Dominion Power improvements that will be reimbursed by Dominion Power, as part of the contractual rate agreement between the Town and Dominion Power

Budget/Funding: 9601-3410206 – Reimbursement from Dominion Power
9601-47519 – Dominion Water and Sewer Upgrades

Attachments: Memorandum and quotation tabulation from the Purchasing Agent and E-mail from Eric Anderson of CHA Companies

Meetings: None

Staff Recommendation: Approval ☒ Denial ☐

Proposed Motion: I move that Council approve a budget amendment and accept three bids in the amount of \$175,650.00 for the purchase of three pieces of equipment for improvements that will be reimbursed by Dominion Power.

ROLL CALL VOTE REQUIRED

*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: JTB



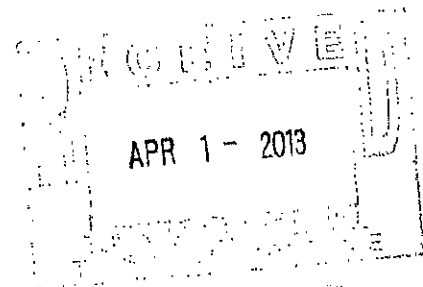
MEMORANDUM

Date: April 1, 2013
To: Tina Presley, Senior Administrative Assistant
Jennifer Berry, Clerk of Council
From: Cindy Hartman, Purchasing Agent *CH*
RE: Agenda Item

On Monday, March 25, 2013, I held a bid opening for three (3) separate equipment quotations combined into one (1) Invitation for Bid. I received three (3) responses (see attached tabulation). Eric Anderson, a professional engineer with Cha Consulting, reviewed the submittals to ensure they conformed to the bid specifications.

As part of the contractual rate agreement between the Town and Dominion, the Town will be reimbursed by Dominion for the purchases of this equipment.

Please add this item to the April 8 Town Council agenda.



Quotation Tabulation

Quotation #4

Mailed:

Replied 3

	Vendor Quotation			
	SHERWOOD LOGAN	CARTER MACHINERY COMPANY	DAPARAK	-
	RICHMOND QUOTATION	ASHLAND QUOTATION	CHESAPEAKE QUOTATION	QUOTATION
END SUCTION CENTRIFUGAL PUMPS	N/Q	N/Q	\$ 38,500.00	
DIESEL GENERATOR	N/Q	\$44,950.00		
NON-CLOG SUBMERSIBLE PUMPS	\$92,200.00	N/Q		
TOTAL QUOTATION	\$92,200.00	\$44,950.00	\$38,500.00	

Witness

Witness

PURCHASING AGENT₃

From: Anderson, Eric [mailto:EAnderson@chacompanies.com]

Sent: Thursday, March 28, 2013 4:14 PM

To: Cindy Hartman

Cc: Jimmy Hannigan; Mike Kisner; WWTP

Subject: Dominion Power Improvements

Cindy,

We have examined the bids, and recommend that the Town issue notice to proceed on all the contracts. I have a few notes on what we expect with all three

Contract A – Route 522 Pumps

- We will issue a change order to Daparak to add the required electrical equipment not included in their bid.

Contract B – Route 522 Generator

- Please include in the Notice to Proceed that we will want the additional three year warranty for \$440. This is well worth the money

Contract C – Crooked Run Pumps

- No changes will be required for this contract.

Please note that sales tax was not included in any bid, per the documents. I do not know if the Town can purchase things without paying sales tax. If they can, then there will not be any additional fees. If sales tax must be added, then the contract value will rise by that amount.

We will need to get signed agreements from all these vendors as soon as we can.

Please let me know what I can do to help.

Thanks,

Eric

Eric Anderson, P.E.

CHA *design/construction solutions*

540.552.5548

eranderson@chacompanies.com

www.chacompanies.com



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

Page 1
Item No. 13

Meeting Date: April 8, 2013

Agenda Item: COUNCIL APPROVAL – Discharge of Rainwater into the Town's Sewer System from Rappahannock-Shenandoah-Warren Regional Jail

Summary: Councilman Sayre requested that Council consider approval of discharge of rainwater into the Town's Sewer System from the Rappahannock-Shenandoah-Warren (RSW) Regional Jail. Approval of discharge of rainwater will require an Ordinance Amendment. If Council approves the utility agreement with the RSW Regional Jail, direction should be provided to develop the Ordinance Amendment and advertise for public hearing. This item has been postponed to every meeting since February 11, 2013.

Budget/Funding: None

Attachments: None

Meetings: Work Sessions held February 19 and March 4, 2013. Was placed on the February 11, 2013 Regular Agenda and was postponed to the February 25, 2013 Regular Meeting, which was then postponed to the March 11 and then to the March 25 meeting.

Staff Recommendation: Approval ☒ Denial ☐

Proposed Motion: I move that Council direct staff to develop a Code Amendment to Town Code Chapter 134 that would consider introduction of rainwater into the Town sanitary sewer system, provided that the use of rainwater by a customer is associated with securing Leadership in Energy and Environmental Design (LEED) certification for a new building.

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

Approved By: JB