



TOWN COUNCIL WORK SESSION
Monday, November 8, 2021, at 7:00pm
Town Hall Conference Room

1. FY22 Budget Amendments
 - A. FY22 Budget Amendment for Virginia Department of Forestry Grant – *BJ Wilson*
 - B. FY22 Budget Amendment and Interfund Transfer for Bonuses – *BJ Wilson*
 - C. FY22 Budget Amendment to Accept Local Law Enforcement Block Grant – *BJ Wilson*
2. Proposed Ordinance Amendments to Town Code that Require a Public Hearing
 - A. Chapter 4 Pertaining to Filing of Disclosures – *Tina Presley*
 - B. Short-Term Rental and Text Amendment – *Lauren Kopishke*
3. Staff/Citizen Items
 - A. Request for Waiver of License Tax to Sell Christmas Trees – Boy Scout Troop 52 – *Steven Hicks*
 - B. Request for One-Year Extension to Submit Development Plan - HEPTAD – *Lauren Kopishke*
 - C. Contract Modification Attachment D Professional Engineering Services Between Owner and Engineer for Services Related to Sanitary Sewer Inflow and Infiltration Abatement Proposed CCTV Subcontract Services During December 2020 – April 2022 Contract Period - *BJ Wilson*
 - D. Proposal for Centrifuge Conversion Preliminary Engineering Report - WWTP Plant – *BJ Wilson*
4. Council Items
 - A. Liaison Committee Meeting Items for December 2nd Meeting
 - B. Review of Draft FY22-27 Capital Improvement Plan – *BJ Wilson*
5. Open Discussion/Updates
 - A. Building Inspections and Environmental Division – *Steven Hicks*
6. CLOSED MEETING – Consultation with Legal Counsel, Expenditure of Public Funds, Boards/Commissions and Personnel



Work Session Agenda Statement

Item # 01A

Meeting Date: November 8, 2021

Agenda Item: FY22 Budget Amendment for Virginia Department of Forestry Grant

Summary: Council is requested to approve a FY22 Budget Amendment in the amount of \$2,090.00 to receive grant funds from the Virginia Department of Forestry to be used for the Playground Shade Trees at Gertrude E. Miller Community Park.

Budget/Funding:	1000-3310010	General Fund Grant Proceeds	\$2,090.00
	4305-47974	Horticulture Beautification Projects	\$2,090.00

Staff Recommendation: Staff recommends approving the FY22 Budget Amendment and add to the November 22, 2021 Consent Agenda for formal approval.

Rob Farrell
State Forester



COMMONWEALTH of VIRGINIA

Department of Forestry

900 Natural Resources Drive, Suite 800 • Charlottesville, Virginia 22903
(434) 977-6555 • Fax: (434) 296-2369 • www.dof.virginia.gov

September 30, 2021

Justin Proctor
Town of Front Royal
1155 Fox Drive
Front Royal, VA 22630

Re: Playground Shade Trees at Gertrude E. Miller Community Park– 21VTCW53

Dear Mr. Proctor,

On behalf of the Virginia Department of Forestry, with funds from USFS Chesapeake Bay Watershed Forestry Program, VA DCR's Water Quality Improvement Funds and VA DEQ CB Rapp Funds, it is my pleasure to notify you that a grant for **\$2,090.00** has been awarded to the **Town of Front Royal** for the *Playground Shade Trees at Gertrude E. Miller Community Park* project. This award represents a **full** award of your original request. Your project has been assigned number **21VTCW53**. Please include this number in any future correspondence regarding this grant.

Attached is paperwork that is required to **activate** the grant. Please fill out and return within 30 days of the date of this letter. If your paperwork is not received in this time period, funds will be awarded to another project (we will allow an extension if you notify us with valid reason for the delay.)

Also, attached is a Request for Reimbursement form that must be submitted for all approved project expenses. Please read the instructions provided for completing the form. Also please read the Memorandum of Agreement that describes your record keeping and expense documentation responsibilities. We cannot reimburse your organization for expenses without proper expense documentation! ***Please remember to include your grant award #21VTCW53 on all documentation.***

Upon completion of your project, please ensure that the information is recorded in the 'My Tree Counts' application. The app can be found on the VDOF website or by visiting the following link - <https://arccg.is/WryDG>. Final reimbursements will not be issued until the project is logged and inspected via the Tree Count application.

If you have any questions or need further assistance, please feel free to contact me at 434.220.9185 or by email at lara.johnson@dof.virginia.gov or Molly O'Liddy at 434-220-9041 or by email at molly.oliddy@dof.virginia.gov. Congratulations on your grant award and I wish you every success in the implementation of your project!

Sincerely,

Lara Johnson

Urban and Community Forestry Program Manager

c: 21VTCW53

Mission: We Protect and Develop Healthy, Sustainable Forest Resources for Virginians.



Work Session Agenda Statement

Item # 01B

Meeting Date: November 8, 2021

Agenda Item: FY22 Budget Amendment & Interfund Transfer for Bonuses

Summary: Council is requested to approve a FY22 Budget Amendment Totaling \$240,602.00 and an Interfund Budget Transfer totaling \$104,957 to allocate funds to allow a bonus in the amount of \$1,500.00 to be given to employees to show appreciation for their hard work, efforts, dedication, and support during the COVID-19 health pandemic.

Budget/Funding:

BUDGET AMENDMENT

<u>DIVISI</u>		<u>ACT#</u>	<u>DEPARTMENT</u>	<u>LINE ITEM</u>	<u>AMOUNT</u>
1000	-	3510110	GENERAL FUND	APPROPRIATED FUNDS	\$ 240,602.00
1102	-	41001	CLERK OF COUNCIL	SALARIES REGULAR	\$ 287.00
1102	-	42001	CLERK OF COUNCIL	FICA	\$ 22.00
1201	-	41001	TOWN MANAGER	SALARIES REGULAR	\$ 2,865.00
1201	-	41003	TOWN MANAGER	SALARIES PARTIME	\$ 3,000.00
1201	-	42001	TOWN MANAGER	FICA	\$ 219.00
1201	-	42001	TOWN MANAGER	FICA	\$ 230.00
1202	-	41001	MANAGEMENT SERVICES	SALARIES REGULAR	\$ 1,575.00
1202	-	42001	MANAGEMENT SERVICES	FICA	\$ 120.00
1203	-	41001	AUTOMOTIVE/MOTOR	SALARIES REGULAR	\$ 7,800.00
1203	-	42001	AUTOMOTIVE/MOTOR	FICA	\$ 597.00
1204	-	41001	I/T	SALARIES REGULAR	\$ 1,500.00
1204	-	42001	I/T	FICA	\$ 115.00
1205	-	41003	OFFICE OF TOURISM	SALARIES PARTIME	\$ 4,500.00
1205	-	42001	OFFICE OF TOURISM	FICA	\$ 344.00
1214	-	41001	FINANCIAL - ADMIN	SALARIES REGULAR	\$ 3,000.00
1214	-	42001	FINANCIAL - ADMIN	FICA	\$ 230.00
1215	-	41001	FIN - CUSTOMER SERV	SALARIES REGULAR	\$ 8,925.00
1215	-	42001	FIN - CUSTOMER SERV	FICA	\$ 683.00
1222	-	41001	PURCHASING	SALARIES REGULAR	\$ 3,000.00
1222	-	42001	PURCHASING	FICA	\$ 230.00
2201	-	41001	TOWN ATTORNEY	SALARIES REGULAR	\$ 4,500.00
2201	-	42001	TOWN ATTORNEY	FICA	\$ 344.00
3101	-	41001	POLICE - ADMINISTRATIVE	SALARIES REGULAR	\$ 7,500.00
3101	-	42001	POLICE - ADMINISTRATIVE	FICA	\$ 574.00
3102	-	41001	POLICE - PATROL	SALARIES REGULAR	\$ 31,500.00
3102	-	42001	POLICE - PATROL	FICA	\$ 2,410.00

3103	-	41001	POLICE - INVESTIGATIONS	SALARIES REGULAR	\$ 9,000.00
3103	-	42001	POLICE - INVESTIGATIONS	FICA	\$ 689.00
3104	-	41001	POLICE - SERVICES	SALARIES REGULAR	\$ 13,500.00
3104	-	41003	POLICE - SERVICES	SALARIES PARTIME	\$ 1,500.00
3104	-	42001	POLICE - SERVICES	FICA	\$ 1,033.00
3104	-	42001	POLICE - SERVICES	FICA	\$ 115.00
3106	-	41001	POLICE - GANG	SALARIES REGULAR	\$ 1,500.00
3106	-	42001	POLICE - GANG	FICA	\$ 115.00
3107	-	41001	DRUG & GANG	SALARIES REGULAR	\$ 4,500.00
3107	-	42001	DRUG & GANG	FICA	\$ 344.00
4302	-	41001	GENERAL PROPERTIES	SALARIES REGULAR	\$ 1,725.00
4302	-	41003	GENERAL PROPERTIES	SALARIES PARTIME	\$ 1,500.00
4302	-	42001	GENERAL PROPERTIES	FICA	\$ 132.00
4302	-	42001	GENERAL PROPERTIES	FICA	\$ 115.00
4305	-	41001	HORTICULTURE	SALARIES REGULAR	\$ 3,825.00
4305	-	41003	HORTICULTURE PRO	SALARIES PARTIME	\$ 3,000.00
4305	-	42001	HORTICULTURE	FICA	\$ 293.00
4305	-	42001	HORTICULTURE	FICA	\$ 230.00
8101	-	41001	PLANNING & ZONING	SALARIES REGULAR	\$ 6,000.00
8101	-	42001	PLANNING & ZONING	FICA	\$ 459.00
9790		49006	GENERAL FUND TRANSFER	TO STREET FUND	\$ 22,768.00
9790		49016	GENERAL FUND TRANSFER	TO ELECTRIC FUND	\$ 24,866.00
9790		49017	GENERAL FUND TRANSFER	TO WATER FUND	\$ 21,556.00
9790		49018	GENERAL FUND TRANSFER	TO SEWER FUND	\$ 17,520.00
9790		49019	GENERAL FUND TRANSFER	TO REFUSE FUND	\$ 18,247.00

INTRAFUND TRANSFER

9401	-	3240407	ELECTRIC FUND TRANSFER	FROM GENERAL FUND	\$ 24,866.00
9401	-	41001	DEPT OF ENERGY	SALARIES REGULAR	\$ 20,849.00
9401	-	42001	DEPT OF ENERGY	FICA	\$ 1,595.00
9417	-	41001	METER READING	SALARIES REGULAR	\$ 2,250.00
9417	-	42001	METER READING	FICA	\$ 172.00
9601	-	3240407	WATER FUND TRANSFER	FROM GENERAL FUND	\$ 21,556.00
9501	-	41001	WATER ADMIN	SALARIES REGULAR	\$ 1,650.00
9501	-	42001	WATER ADMIN	FICA	\$ 126.00
9601	-	41001	WATER TREATMENT	SALARIES REGULAR	\$ 12,750.00
9601	-	42001	WATER TREATMENT	FICA	\$ 975.00
9602	-	41001	WATER MAINTENANCE	SALARIES REGULAR	\$ 3,375.00
9602	-	42001	WATER MAINTENANCE	FICA	\$ 258.00
9617	-	41001	METER READING - WATER	SALARIES REGULAR	\$ 2,250.00
9617	-	42001	METER READING - WATER	FICA	\$ 172.00
9801	-	3240407	SEWER FUND TRANSFER	FROM GENERAL FUND	\$ 17,520.00
9502	-	41001	SEWER ADMINISTRATION	SALARIES REGULAR	\$ 1,650.00
9502	-	42001	SEWER ADMINISTRATION	FICA	\$ 126.00
9801	-	41001	WWTP	SALARIES REGULAR	\$ 11,250.00
9801	-	42001	WWTP	FICA	\$ 861.00
9802	-	41001	SEWER MAINTENANCE	SALARIES REGULAR	\$ 3,375.00

9802	-	42001	SEWER MAINTENANCE	FICA	\$ 258.00
4500	-	3240407	REFUSE FUND TRANSFER	FROM GENERAL FUND	\$ 18,247.00
4203	-	41001	REFUSE FUND	SALARIES REGULAR	\$ 13,950.00
4203	-	41003	REFUSE FUND	SALARIES PARTIME	\$ 3,000.00
4203	-	42001	REFUSE FUND	FICA	\$ 1,067.00
4203	-	42001	REFUSE FUND	FICA	\$ 230.00
4500	-	3240407	STREET FUND TRANSFER	FROM GENERAL FUND	\$ 22,768.00
4102	-	41001	NON-VDOT HWYS	SALARIES REGULAR	\$ 2,325.00
4102	-	42001	NON-VDOT HWYS	FICA	\$ 178.00
4107	-	41001	TRAFFIC ENGINEERING	SALARIES REGULAR	\$ 1,050.00
4107	-	42001	TRAFFIC ENGINEERING	FICA	\$ 80.00
4500	-	41001	HIGHWAY MAINTENANCE	SALARIES REGULAR	\$ 17,775.00
4500	-	42001	HIGHWAY MAINTENANCE	FICA	\$ 1,360.00

Staff Recommendation: Staff recommends approving the FY22 Budget Amendment & Interfund Transfer and add to the November 22, 2021 Consent Agenda for formal approval.



Work Session Agenda Statement

Item # 01C

Meeting Date: November 8, 2021

Agenda Item: FY22 Budget Amendment to Accept Local Law Enforcement Block Grant

Summary: Council is requested to approve a budget amendment in the amount of \$2,690 to accept a Local Law Enforcement Block Grant from the Virginia Department of Criminal Justices Services – Byrne Justice Assistance Grant Program (BJAG) to strengthen Crime Control.

Budget/Funding:	1000-3310010	General Fund Grant Proceeds	\$2,690
	3108-45409	Police Emergency Services – Police Supplies	\$2,690

Staff Recommendation: Staff recommends approving the FY22 Budget Amendment and moving to the November 22, 2021 Consent Agenda for formal approval.



Work Session Agenda Statement

Item # 02A

Meeting Date: November 8, 2021

Agenda Item: Proposed Ordinance Amendment to Chapter 4 Pertaining to Filing of Disclosures

Summary: The Clerk of Council maintains Statements of Economic Interest and Real Estate Disclosures from certain individuals. Upon reviewing the Front Royal Town Code and comparing it to the State Code of Virginia, it was determined that the town code was outdated and needed clarity. The proposed amendments include:

- Using state code language to clearly identify only those who are required to file
- Removing individuals from the town code who are not required to file in the state code. After contacting nine (9) surrounding localities, it was determined that all of them only require those identified in the state code to file and no one else.
- Adding members of the Front Royal Economic Development Authority since they are identified in the state code to file
- Adding the required training for local elected officials.

Budget/Funding: N/A

Staff Recommendation: Staff recommends advertising the proposed ordinance amendment to Chapter 4 as presented. If approved the public hearing will be heard on December 13th.

**ORDINANCE TO AMEND AND RE-ENACT CHAPTER 4-44 and 4-45 OF THE FRONT
ROYAL TOWN CODE PERTAINING TO STATEMENT OF ECONOMIC INTEREST
AND FINANCIAL/REAL ESTATE DISCLOSURES**

WHEREAS, Council approved an ordinance amendment to Chapter 4-44 and 4-45 on July 27, 2009 for the annual filing of disclosure statements because of inconsistencies with existing practices and being outdated; and,

WHEREAS, the Clerk of Council recently reviewed these Chapters and realized the necessity to update this section of the Town Code so that it follows the Code of Virginia with reference to filing requirement, applicability and training; and,

NOW THEREFORE, BE IT ENACTED, by the Town Council of the Town of Front Royal, Virginia that Chapter 4-44 and 4-45 of the Front Royal Town Code hereby be amended as follows:

DISCLOSURE BY CERTAIN EMPLOYEES

~~4-44—FILING REQUIRED~~

~~Commencing January 15, 2009, and annually thereafter, on or before the 15th of each January, the employees and nonsalaried citizen members of boards, commission, etc., of the Town specified in Section 4-45 of this Code, shall file, as a condition of employment or of assuming office, a disclosure statement of their personal interests and other information as is specified on the form provided by the Secretary of the Commonwealth and set forth in Section 2.2-3117 of the Code of Virginia for employees and Section 2.2-3118 of the said Code for such nonsalaried citizen members. Such disclosure forms shall be filed and maintained as public records for five (5) years in the office of the Town Clerk. The requirements of disclosure shall be governed by the provisions of Article 5 of Chapter 31 of Title 2.2 of the Code of Virginia. Any individual who has met the requirement for filing the statement required by this Section shall not be required to file an additional statement upon such individual's reappointment to the same office or position provided such reappointment occurs within 12 months after the initial filing and provided there have been no significant changes in the initial filing.~~

~~4-44—FILING REQUIRED~~

~~(Amended 7-27-09 Effective Upon Passage)~~

~~4-45—APPLICABILITY~~

~~A. The Town Manager, the Town Attorney, the Finance Director and the Town Clerk shall be required to comply with the applicable requirements of Section 4-44 of this Code.~~

~~B. The Members of the Planning Commission, the Board of Zoning Appeals, and the Board of Architectural Review shall be required to comply with the applicable provisions of Section 4-44 of this Code.~~

STATEMENT OF ECONOMIC INTEREST, FINANCIAL/REAL ESTATE DISCLOSURE

4-44 FILING REQUIRED, APPLICABILITY, TRAINING

A. FILING REQUIRED: Per Code of Virginia Chapter 31 – State and Local Government Conflict of Interest Act (§§ 2.2-3100 – 2.2-3132) any local elected official, local appointed officer or member of a board or commission, employee or nonsalaried citizen member required to file an annual disclosure on or before February 1 shall disclose their personal interests and other information as required on forms prescribed by the Virginia Conflict of Interest and Ethics Advisory Council for the preceding calendar year complete through December 31.

All those required to file a disclosure as a condition to assuming office or employment shall file such disclosure on or before the day such office or position of employment is assumed and disclose his personal interests and other information as required for the preceding 12-month period complete through the last day of the month immediately preceding the month in which the office or position of employment is assumed. When the deadline for filing any disclosure pursuant to this article falls on a Saturday, Sunday, or legal holiday, the deadline for filing shall be the next day that is not a Saturday, Sunday, or legal holiday.

The Clerk of Council shall be responsible for the maintenance and retention of disclosure forms for five (5) years. Per Code of Virginia Chapter 37 - Virginia Freedom of Information Act (§§ 2.2-3700 – 2.2-3715), the Clerk of Council shall make available for public inspection all disclosure forms, upon request.

B. APPLICABILITY: The following local elected and appointed officials are required to file the Virginia Conflict of Interest and Ethics Advisory Council State and Local Statement of Economic Interest Disclosure:

- Mayor and Members of Town Council
- Executive Director and Members of Economic Development Authority of the Town of Front Royal

The following local board and commission members are required to file the Virginia Conflict of Interest and Ethics Advisory Council Financial Disclosure Statement:

- Non-salaried citizen members of local boards and commissions if the governing body has designated them to file

The following board and commission members and employee(s) are required to file the Virginia Conflict of Interest and Ethics Advisory Council Disclosure of Real Estate Holdings:

- Planning Commission Members
- Board of Zoning Appeals Members
- Town Manager

C. TRAINING: Per Code of Virginia §2.2-3132 local elected officials are required to take training on the State and Local Government Conflict of Interests Act (provided by the Virginia Conflict of Interest and Ethics Advisory Council) and the Virginia Freedom of Information Advisory Council (provided by the Freedom of Information Advisory Council) within two months of starting their position, and then once every two years based on the date of the last completed training. Town Council may also receive the training requirements from the Town Attorney.

This ordinance shall become effective upon passage.

APPROVED:

Chris W. Holloway Mayor

ATTEST:

Tina L. Presley, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia conducted _____ 2021, upon the following recorded vote:

Lori A. Cockrell	__ Yes __ No	Gary L. Gillispie	__ Yes __ No
Letasha T. Thompson	__ Yes __ No	E. Scott Lloyd	__ Yes __ No
Joseph E. McFadden	__ Yes __ No		

A public hearing on the above was held on _____ having been advertised in the Northern Virginia Daily on _____ and _____, 2021.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____



Work Session Agenda Statement

Item # 02B

Meeting Date: November 8, 2021

Agenda Item: Short-Term Rental Ordinance and Text Amendment

Summary: Staff is currently working on a text amendment to permit Short-Term Rentals in Town. A property management plan, as well as general procedures will be presented to Council for input prior to completing the final draft.

Council Considerations: Zoning Districts, Staff Inspections, Time limits on SUP

Budget/Funding: N/A

Staff Recommendation: Staff recommends moving forward with the short-term rental ordinance by presenting to Council a management plan and general procedures at a work session in January.



Work Session Agenda Statement

Item # 03A

Meeting Date: November 8, 2021

Agenda Item: Request for Waiver of License Tax to Sell Christmas Trees – Boy Scout Troop 52

Summary: Council has received a request from Pamela Thompson, representative of Boy Scout Troop 52, seeking a waiver of the \$100.00 license tax associated with the selling of Christmas trees during the 2021 holiday season as permitted by Front Royal Town Code Section 96-61.A.5.b.

See below the Town Code Section as it relates to Christmas Tree Vendors

98-61 LICENSING – PEDDLERS AND ITINERANT MERCHANTS

Any peddler or itinerant vendor as defined by Town Code Chapter 138 shall be subject to the following license taxes:

A. Itinerant Merchant License Tax

1. Christmas Tree and Fireworks Vendors - \$100.00 per calendar year.
2. Fresh Farm Product Vendors – farm grown by merchant exempt per Va. Code § 58.1-3717; if product is purchased by merchant and resold, merchant is considered an Itinerant Merchant.
3. All Other Itinerant Merchants - \$250.00 per calendar year. The tax shall be pro-rated based upon the date of issuance.
4. Any non-profit civic, charitable, or bona-fide educational organization may receive a waiver of license tax upon application to and approval of the Front Royal Town Council.
5. Merchants selling food and merchandise during a Special Event that has been issued a permit by the Town shall be exempt from the license tax.

Budget/Funding: None

Staff Recommendation: Staff recommends the waiver of the license tax of \$100.00 for the 2021 holiday season and placed on the November 22nd consent agenda for formal approval.

**Boy Scout Troop 52
Front Royal United Methodist Church
c/o 59 S Charles Street
Front Royal, VA 22630**

September 18, 2021

Town Council, Town of Front Royal
P.O. Box 1560
Front Royal, VA 22630-1560

Your Honors,

Boy Scout Troop 52 of Front Royal hereby petitions the Town Council of Front Royal, Virginia for a waiver of the license tax applied to fireworks and Christmas tree vendors, Front Royal Town Code, Section 98-61, Subsection A(5).

Boy Scout Troop 52 is a non-profit civic organization whose annual Christmas tree sales provide in large part the funds necessary to sustain the group through the following year. Boy Scout Troop 52 has been engaged in selling locally grown fresh cut Christmas trees and wreaths in Front Royal for well over a quarter century. All the proceeds from this sale goes to the benefit of the youth of our community in the scouting programs of the Boys Scouts of America.

The Town Council's attention to this request for a waiver of the license tax is once again greatly appreciated by all of us in the Troop 52 scouting family.

Sincerely,

Pamela F. Thompson
Troop Committee Member
For the Scoutmaster and Troop Committee
Boy Scout Troop 52



Work Session Agenda Statement

Item # 03B

Meeting Date: November 8, 2021

Agenda Item: HEPTAD Request for One-Year Extension to Submit Development Plan

Summary: Council is requested to consider approval of a request from HEPTAD, LLC to extend their deadline to submit a development plan. Town Code requires that a development plan be submitted within one (1) year of approval of the Master Land Use Plan. The Town Code also allows the deadline to be extended by Town Council. Council has approved a one-year extension every year since 2016. HEPTAD, LLC is the owner of the proposed development referred to as Swan Estates. It was conditionally rezoned to the PND District in 2012.

Budget/Funding: N/A

Staff Recommendation: Staff recommends the approval of this extension and add to the November 22, 2021 Consent Agenda for formal approval.

JOSEPH F. SILEK, JR., P.C.

43 CHESTER STREET
POST OFFICE BOX 602
FRONT ROYAL, VIRGINIA 22630
TELEPHONE: (540) 635-9415
FACSIMILE: (540) 635-9421
E-MAIL: JSILEK@SILEKPC.COM

October 15, 2021

Lauren Kopishke, Planning Director
Department of Community Development & Planning
Town of Front Royal
102 East Main Street
Front Royal, Virginia 22630

Re: Heptad, LLC – Renewed Request for Extension

DELIVERED BY HAND DELIVERY

Dear Ms. Kopishke:

Please be advised that I represent Heptad, LLC. Last year, the Town Council granted Heptad's request for an extension of the requirement to file a Development Plan pursuant to Town Code §175-37.18. The Town Council approved such a request last year. Hence, please treat this letter as a request for an additional one-year extension.

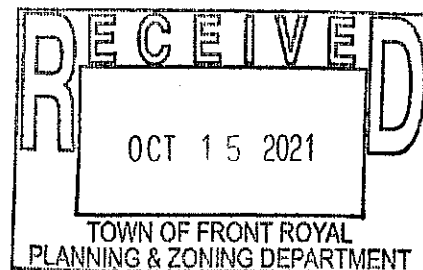
As justification for the request, I am pleased to report that Heptad is in discussions with several potential buyers (including home builders who develop projects nationally) to purchase the Heptad property. Obviously, it is in the best interests of both the Town and my client that this transaction close. In prior years, the Town Council has been supportive of my client's marketing and negotiating efforts with respect to the Heptad project and have routinely granted annual extensions of the deadline for filing a Development Plan.

I respectfully request that this matter be placed on the earliest regular meeting of the Town Council. I also ask that you copy me with any Town communications, notices, or meeting agendas referencing this request. Thank you in advance for your assistance, and please contact me with any additional questions.

Very Truly Yours,

Joseph F. Silek, Jr

Cc: Heptad, LLC





Work Session Agenda Statement

Item # 03C

Meeting Date: November 8, 2021

Agenda Item: Contract Modification Attachment D Professional Engineering Services Between Owner And Engineer For Services Related To Sanitary Sewer Inflow And Infiltration Abatement Proposed CCTV Subcontract Services During December 2020 To April 2022 Contract Period.

Summary: CHA Consulting, Inc. has provided Staff with a proposal for providing additional CCTV inspection needs to identify the most cost-effective infiltration and inflow repairs in the system. The sanitary sewers requiring CCTV inspection were pipe segments that the Town originally CCTVed but required reinspection. The Town has stated that they do not have the internal resources to perform this work. The work includes approximately 18,000 linear feet of sewer main and approximately 120 sanitary sewer lateral inspections. CHA will subcontract with Hydrostructures (recently acquired by Dukes Root Control) to perform this work for a cost of \$130,000.00. Hydrostructures has previously completed similar work within the Town with success.

Budget/Funding: 9802-47998 Sewer Maintenance I&I Abatement

Staff Recommendation: Staff recommends council review and approve the CHA Consulting, Inc. proposal for additional CCTV inspection needs to identify the most cost-effective infiltration and inflow repairs in the system. The proposal provides CHA's project understanding, scope of services, proposed schedule and associated professional fee of \$130,000.00.



Town of Front Royal, Virginia

Purchasing, Department of Finance

MEMORANDUM

Date: November 3rd, 2021
To: Tina Presley, Senior Executive Assistant
From: Alisa Scott, Purchasing Manager
RE: Request to add Consent Agenda item to Town Council's Regular Meeting

Purchasing received a request from the Public Works Department to work with the Town's Inflow and Infiltration Abatement augment closed-circuit television (CCTV) inspections of 18,000 linear feet of sewer main and 120 sanitary sewer laterals.

Staff recommends Council review and approve moving forward with this procurement, which is a contract modification – Attachment D Professional Engineering Services Between Owner And Engineer For Services Related To Sanitary Sewer Inflow And Infiltration Abatement Proposed CCTV Subcontract Services During December 2020 To April 2022 Contract Period.

Attached to this memo is a contract modification from CHA Consulting. Please add this consent agenda item to the next available Regular Town Council agenda.

Funding for this expenditure of \$130,000 is budgeted and available in line item 9802-47998 Sewer Maintenance I&I Abatement.

Purchasing, Department of Finance
102 E Main Street
Front Royal, VA 22630
Website: www.frontroyalva.com
Phone 540-636-6889

**ATTACHMENT D – 2021/2022
PROFESSIONAL ENGINEERING SERVICES
BETWEEN
OWNER AND ENGINEER
FOR SERVICES RELATED TO SANITARY SEWER
INFLOW AND INFILTRATION ABATEMENT
PROPOSED CCTV SUBCONTRACT SERVICES DURING DECEMBER 2020 TO APRIL 2022
CONTRACT PERIOD**

This Attachment D – 2021/2022 is made part of the Contract between the Town of Front Royal (Town), and CHA CONSULTING, INC. (CHA), dated February 3, 2020, (“the Agreement”). CHA shall perform services on the project described below as provided herein and in the Contract.

PART 1.0 – PROJECT DESCRIPTION

CHA has identified additional closed-circuit television (CCTV) inspection needs to identify the most cost-effective infiltration and inflow repairs in the system. The sanitary sewers requiring CCTV inspection were pipe segments that the Town originally CCTVed but required reinspection. The Town has stated that they do not have the internal resources to perform this work. The work includes approximately 18,000 linear feet of sewer main and approximately 120 sanitary sewer lateral inspections. CHA will subcontract with Hydrostructures (recently acquired by Dukes Root Control) to perform this work. Hydrostructures has previously completed similar work within the Town with success.

PART 2.0 – SCOPE OF SERVICES TO BE PERFORMED BY CHA ON THE PROJECT

CHA will subcontract with Hydrostructures to perform the work outlined in the attached Hydrostructures proposal.

PART 3.0 – PERIODS OF SERVICE

The work will be completed in accordance with the schedule outlined in Hydrostructures proposal

PART 4.0 – PAYMENTS TO CHA

CHA will invoice the Town based upon the actual unit prices of work completed by Hydrostructures in accordance with the attached proposal from Hydrostructures. A not-to-exceed budget of \$130,000 has been established.

PART 5.0 – OTHER

This Attachment D – 2021/2022 is executed this _____ day of _____, 2021.

TOWN OF FRONT ROYAL, VIRGINIA

CHA CONSULTING, INC.

By:

By:

Name: Steven Hicks
Title: Town Manager
Address: 102 E. Main Street
Front Royal, VA 22630

Name: Douglas B. Hudgins
Title: Vice President
Address: 1341 Research Center Drive,
Suite 2100
Blacksburg, VA 24060

**Scope of Work
Cleaning & CCTV Inspection Services
Front Royal, VA
CHA Companies**

November 3, 2021

I. BACKGROUND/PURPOSE

Hydrostructures, LLC (HYDRO) will serve as a subconsultant to CHA Companies (CHA) and provide various sanitary sewer system investigative services for the Front Royal, VA collection system. HYDRO will identify sanitary sewer system defects and identify potential sources of infiltration and inflow (I/I) within specific service areas or subareas as directed. This scope of work does not include an assessment of prioritizing service area repair or rehabilitation and preparation of construction contract documents.

HYDRO will provide the services described under the contract previously held with the Town of Front Royal. Hydrostructures will honor the unit rates as described and work as a sub-consultant to CHA with the assumption that all other conditions of that proposal remain unchanged with the exception of the calendar date for time of completion.

II. SCOPE OF SERVICES

General

- Pipeline cleaning and CCTV inspection
 - Pipeline cleaning with hydraulic jetting equipment capable of trimming protruding laterals
 - Pipeline CCTV inspection using mainline CCTV camera and POSM/WINCAN/IT software
 - Collection and removal of debris
- Documentation of all work performed
- Minor Traffic control in areas with speed limits under 25 MPH, in accordance with Town of Front Royal/VAPM standards and requirements. Additional traffic control for areas with speed limits over 25 MPH or are major collectors will be provided by HYDRO's subcontractor.
- Lateral CCTV inspection with equipment capable of launching a camera from the main (lateral Launch).
- Coordination of work with CHA & the Town of Front Royal.

Services to be provided will have a measure of payment for conducting the assigned investigation services. CHA will provide the selected sanitary sewer service areas or subareas to HYDRO. All services provided will be paid for at the unit rates as described below and are the same as described in the attached proposal.

Item No	Description	Unit	Estimated Quantity	Unit Price	Extended Total Price
1	Bonds, Mobilization, and Insurance	LS	1	\$ 10,000.00	\$ 10,000.00
2	CCTV Inspection with Light Cleaning, <= 12" DIA	LF	18062	\$ 3.00	\$ 54,186.00
3	CCTV Inspection with Light Cleaning, > 12" DIA	LF	739	\$ 5.00	\$ 3,695.00
4	Root Removal and/or Heavy Cleaning	HR	20	\$ 350.00	\$ 7,000.00
5	Remove Protruding Lateral	EA	10	\$ 250.00	\$ 2,500.00
6	Preliminary Assessment of Lateral	EA	115	\$ 225.00	\$ 25,875.00
7	CCTV Inspection of Lateral	LF	2500	\$ 9.00	\$ 22,500.00
TOTAL Estimated Fee:					\$ 125,756.00

Hydrostructures looks forward to assisting CHA and the Town of Front Royal on this project. We estimate an NTP in early November and will plan to begin field work within 10 days of that NTP.

Let us know if you have any further questions.

David P. Johnston, PE



Senior Project Manager



Work Session Agenda Statement

Item # 03D

Meeting Date: November 8, 2021

Agenda Item: Proposal for Centrifuge Conversion Preliminary Engineering Report; Front Royal Wastewater Treatment Plant; CHA Proposal No. X73572-P1

Summary: CHA Consulting, Inc. has provided Staff with a proposal for providing a *Centrifuge Conversion Preliminary Engineering Report (PER)* for the Front Royal Wastewater Treatment Plant. A PER is required by the Virginia Sewage Collection and Treatment Regulations for any significant change in any wastewater treatment process. The proposal provides CHA's project understanding, scope of services, proposed schedule and associated professional fee of \$33,000.00.

Budget/Funding: 9801-430012 Professional Services

Staff Recommendation: Staff recommends council review and approve the CHA Consulting, Inc. proposal for providing a *Centrifuge Conversion Preliminary Engineering Report (PER)* for the Front Royal Wastewater Treatment Plant. A PER is required by the Virginia Sewage Collection and Treatment Regulations for any significant change in any wastewater treatment process. The proposal provides CHA's project understanding, scope of services, proposed schedule and associated professional fee of \$33,000.00.



Town of Front Royal, Virginia

Purchasing, Department of Finance

MEMORANDUM

Date: November 3rd, 2021
To: Tina Presley, Senior Executive Assistant
From: Alisa Scott, Purchasing Manager
RE: Request to add Consent Agenda item to Town Council's Regular Meeting

Purchasing received a request from the Public Works Department and Waste Water Treatment Plant division to work with the Town's Inflow and Infiltration Abatement engineer to evaluate chemical, electrical, and landfill/hauling cost reductions through the purchase of a centrifuge, or de-watering machine located at the Waste Water Treatment Plant.

Staff recommends Council review and approve moving forward with this procurement. Attached to this memo is a recommendation memo from Robbie Boyer, Public Works Director, and a proposal from CHA Consulting. Please add this consent agenda item to the next available Regular Town Council agenda.

Funding for this engineering professional services expenditure of \$33,000 is budgeted and available in line item 9801-43002.

Purchasing, Department of Finance
102 E Main Street
Front Royal, VA 22630
Website: www.frontroyalva.com
Phone 540-636-6889

Memo



Town of Front Royal Public Works

TO: Alisa Scott, Purchasing Manager
FROM: Robert Boyer, Public Works Director
CC: Kathleen Leidich, Assistant Town Manager
DATE: November 3, 2021
RE: Recommendation for CHA Engineering to provide PER for Centrifuge Conversion Proposal

The Public Works Department has reviewed the submitted proposal from CHA Engineering for providing a Preliminary Engineering Report to convert the existing rotary fan to a centrifuge. With switching to a centrifuge, the Town will save money on electric, chemicals and hauling of the processed cake to the Page County landfill. The current processed cake from the rotary fan is 15 to 19 percent solids and it appears the lab reports a centrifuge will produce 28 to 38 percent solids which means we would be landfilling less tonnage. This upgrade would allow the solid process to be shut down several days a week compared to operating daily now, which would allow operators to perform other duties at the treatment plant.

We recommend moving forward with the \$33,000.00 proposal from CHA to be able to see what upgrades are needed to install a centrifuge system and the projected cost savings over time by updating to a more efficient system.



October 18, 2021

Mr. Robbie Boyer
Director of Public Works
Town of Front Royal
PO Box 1560
102 East Main Street
Front Royal, VA 22630

Re: Proposal for Centrifuge Conversion Preliminary Engineering Report; Front Royal Wastewater Treatment Plant; CHA Proposal No. X73572-P1

Dear Mr. Boyer:

CHA Consulting, Inc. is pleased to furnish you with our proposal for providing a *Centrifuge Conversion Preliminary Engineering Report (PER)* for the Front Royal Wastewater Treatment Plant. A PER is required by the Virginia Sewage Collection and Treatment Regulations for any significant change in any wastewater treatment process. The following provides our project understanding, scope of services, proposed schedule and associated professional fee.

Project Understanding

The Front Royal Wastewater Treatment Plant (WWTP) currently combines its primary and secondary sludge, utilizes an Autothermal Thermophilic Aerobic Digestion (ATAD) process to stabilize the sludge and a fan press to dewater the sludge or biosolids. The dewatered biosolids generated from this process are ultimately disposed in a landfill. The WWTP underwent a multimillion-dollar upgrade in 2017, with advanced process technologies. The WWTP employs the BioMag™ process for enhanced secondary settling and an ATAD system for biosolids reduction, along with a Storage Nitrification Denitrification Reactor (SNDR™). The SNDR reduces the ammonia in the filtrate and the resultant nitrogen load on the influent as well as improves the dewaterability of the biosolids.

The Rotary Fan Press (RFP) was in operation prior to the BioMag and ATAD upgrades. It was theoretically designed to process a flow of 130 GPM. However even prior to the updates it did not reach its full operational capacity. ATAD sludge is known to be difficult to dewater. When the upgrades were commissioned, the RFP performance degraded further and currently is able to process a range of 10 – 40 GPM and produces only 15% cake. This slow rate of dewatering is causing the plant staff to operate the RFP for over 16 hours per day. The landfill has communicated with the WWTP that it does not like the consistency of the sludge produced and would prefer a drier cake.

Even with the additional operating hours, the RFPs are not able to dewater all the sludge produced which is causing plant staff to allow sludge blankets to build up in the secondary clarifiers which could lead to permit violations. Recently the WWTP had to employ services of a mobile dewatering unit to dewater their biosolids since the RFPs were unable to keep up with the production rates of sludge. CHA's understanding is the WWTP staff would like to replace the RFPs with a centrifuge to offer more reliable dewatering and reduce operating costs. The centrifuge system would either be located in the existing RFP building or a new building would be constructed specifically designed for the centrifuge. The long-term goal would be to provide a second centrifuge in the space for redundancy.

EXHIBIT A: SCOPE OF SERVICES

Task 1 - Preliminary Engineering Report (PER)

To complete the PER, CHA will undertake the following tasks:

A. Review of Existing Conditions:

1. Review the existing conditions of the building and infrastructure needed to support the centrifuge operation. Infrastructure reviewed will be the sludge feed pumps, sludge supply piping, polymer feed system, dewatered sludge conveyor system, non-potable water supply, electrical infrastructure availability, ventilation requirements, building code and other appurtenances as seen necessary for safe operation of the centrifuge.
2. To improve sludge dewaterability, CHA will review all the chemicals used in the treatment process and suggest changes or upgrades as necessary.
3. Evaluate the last three years of sludge production data. Sludge production of both primary sludge and waste activated sludge will be documented. The existing sludge production will be utilized to estimate the sludge production. We will project the sludge growth rate based on the most recent census growth data available. We will determine the current operation and maintenance cost of the RFP operation and landfill disposal based upon the data provided by the Town.

B. Cost Comparison of Biosolids Dewatering Options:

1. Prepare a capital cost and operations and maintenance cost comparison based upon bench-scale dewaterability data provided by a centrifuge manufacturer and a biosolids sample provided by the Town. In addition to the use of polymer for dewatering, CHA will evaluate the economics of adding a second chemical (flocculant aid) to determine if its addition would provide further operational savings.
2. Compare costs of centrifuge dewatering with the current method of dewatering. Two capital costs will be prepared for housing the centrifuge. CHA will review the modifications to the existing RFP building to house the centrifuge and determine the best location for the initial centrifuge and evaluate options for installing a second centrifuge in the future. The capital cost estimate will include all structural, mechanical/process, electrical, and instrumentation modifications to accommodate the centrifuge equipment. A second capital cost for constructing a new centrifuge dewatering building will be developed. The building would meet all the needs for centrifuge dewatering operations

into the future. It is noted that this option will likely have a higher capital cost but will have many benefits compared to retrofitting the existing building which was designed to house different dewatering equipment.

3. Develop a Present Worth Cost comparison. This comparison will be based upon a 20-year term and utilize an interest of 3% unless otherwise requested by the Town. The present worth cost analysis will be prepared for the current conditions, modified building with polymer, modified building with polymer/metal salt addition, new building with polymer, and new building with polymer/metal salt addition. These four proposed capital projects will be compared to the existing conditions. Non-economic factors will be considered based upon input from the Town staff. CHA will also include a return-on-investment comparison to compare the current practice to each alternative. Centrifuge dewatering should result in significant operation savings because it will use less polymer, improve cake dryness, and less labor with respect to overtime.

C. Implementation:

1. Based upon the alternative selected, the following information will be developed:
 - Project Schedule
 - Permitting Requirements
 - Funding/Financing Options

D. Preliminary Engineering Report (PER):

Prepare the PER to include the following for review and comment by the Town. This PER will be provided in our standard Preliminary Engineering Report format. This format is identified below and will be in full compliance with the Virginia Sewage Collection and Treatment Regulations.

1. Introduction and Background
2. Existing Conditions
3. Future Conditions
4. Alternative Evaluation and Selection
5. Implementation Plan

Calculations and equipment cut sheets will be provided in Appendices to the Preliminary Engineering Report.

One (1) digital copy in a PDF format will be submitted to Town for review and approval. Comments received from the Town will be incorporated into the final report to be submitted to the Town. A final digital PDF copy will be provided to the Town. During the development of the PER, CHA will meet with the Town staff at the WWTP for up to two review meetings. The final recommendations of the PER will be presented to Town Council at one of the monthly council meetings if requested by the Town.

EXHIBIT B: PROPOSED SCHEDULE

CHA proposes to provide a draft report for Town review within 60 days of Notice to Proceed and within 15 days of receipt of the centrifuge pilot report. The pilot testing is anticipated to be completed prior November 25, 2021.



EXHIBIT C: PROFESSIONAL FEE

Based upon the scope of services outlined, we propose to be compensated a lump sum of \$33,000. All reimbursable expenses are included in the lump sum fee.

We appreciate the opportunity to continue to serve the Town. We are prepared to initiate this work immediately upon receiving written notice to proceed from the Town. Should you have any questions, please do not hesitate to contact me.

Sincerely,



Douglas B Hudgins, P.E.
Vice President

DBH/egl
Enclosure

CHA
SHORT FORM AGREEMENT

THIS AGREEMENT is made this 18th day of October 2021 by and between CHA Consulting, Inc. (hereinafter “CHA”) and Town of Front Royal (hereinafter “Client”). Client and CHA, for the consideration hereinafter set forth, hereby agree as follows:

1. Services of CHA

CHA agrees to provide the professional services described in Exhibit A (hereinafter the “Services”) attached and incorporated by reference.

2. Schedule of Services

CHA shall use its best efforts to complete the Services in a timely fashion to meet Client’s requirements. If the parties have agreed to a specific project schedule and specific milestone dates, such information will be set forth in Exhibit B attached hereto.

3. Responsibilities of Client

Client shall furnish or make available to CHA any and all of its records, maps, or other data which are pertinent to CHA’s work. Client shall authorize and assist CHA in obtaining any such pertinent information from other public and private sources. CHA shall be entitled to use and rely upon, without reverification, the accuracy, reliability and completeness of said records, maps and all other data provided by Client or its employees, agents, officers, or consultants in conjunction with CHA’s performance of the Services.

4. Compensation

As compensation for the performance of the Services, Client shall pay CHA its fees and expenses in accordance with Exhibit C. Payments are due at the address appearing on the invoice within 30 days following the invoice date. Invoices not paid within 30 days will accrue interest from the 31st day at the rate of 1% per month (12% per annum).

In the event that Client disputes any portion of an invoice submitted by CHA, Client shall notify CHA within fourteen (14) days of the invoice date, identify the cause of the disagreement, and timely pay any amounts not in dispute. The parties agree to use their best efforts to resolve the dispute within thirty (30) days of Client’s notice to CHA. Client’s failure to dispute an invoice within fourteen (14) days of the invoice date shall be deemed a waiver of all claims pertaining to that invoice.

5. Termination

This Agreement may be terminated by either party upon not less than seven (7) days written notice. CHA shall be compensated for all Services performed until the receipt of notice plus any fees and/or costs reasonably necessary to properly terminate the project.

6. Relationship of Parties

CHA is and shall at all times during the term of this Agreement be an independent contractor of Client. This Agreement and the relationship of the parties shall not be deemed to create or be one of employment, agency, partnership, joint venture or any other association.

7. Assignment

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by Client or CHA without the prior written consent of the other. Any assignment without written consent of the other party shall be null and void.



8. Standard of Care

The standard of care for all professional engineering and related Services performed or furnished by CHA under this Agreement will be the care and skill ordinarily used by the members of CHA's profession practicing under similar conditions at the same time and in the same locality. CHA makes no warranties, express or implied, under this Agreement or otherwise, in connection with CHA's Services.

9. Insurance

CHA shall procure and maintain worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed, comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage; automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage and professional liability insurance in the amount of \$2,000,000 per claim.

10. Indemnification

CHA shall indemnify and hold harmless Client, its officers, directors, shareholders, partners, agents and employees from and against those damages and costs (including reasonable attorney's fees) that Client is legally obligated to pay as a result of a third party claim concerning the death or bodily injury to any person or the destruction or damage to any property, but only to the extent caused by the negligent act, error or omission of CHA subject to any limitations of liability contained in this Agreement. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

Client shall indemnify and hold harmless CHA, its officers, directors, shareholders, partners, agents and employees from and against those damages and costs (including reasonable attorney's fees) that CHA is legally obligated to pay as a result of a third party claim concerning the death or bodily injury to any person or the destruction or damage to any property, but only to the extent caused by the negligent act, error or omission of Client subject to any limitations of liability contained in this Agreement.

11. Limitation on Liability

The total liability of CHA and its officers, directors, shareholders, partners, employees and agents to Client and any one claiming by, through or under Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, the Services of this Agreement from any cause or causes whatsoever including, but not limited to, negligence, errors, omissions, strict liability or breach of contract shall not exceed the total compensation received by CHA under this Agreement or the total amount of \$1,000,000, whichever is greater.

12. No Personal Liability

Notwithstanding any other provision of this Agreement to the contrary, CHA's officers, directors, shareholders, partners, employees, or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to CHA's performance or non-performance of the Agreement. Client will look solely to CHA for its remedy for any claim arising out of or related to this Agreement

13. Waiver of Consequential Damages

In no event shall CHA be liable to Client or the Client to CHA for consequential, special or indirect damages, including but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of the equipment and facilities and claims of customers of the Client. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted including, but not limited to, ones arising out of any breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause arising out of the performance or non-performance of the contract by Client/CHA.

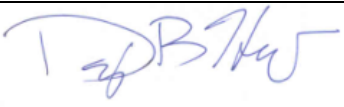
14. Mediation

The parties, as a condition precedent to commencing litigation (other than for the non- payment of CHA's fees), shall endeavor to resolve their claims by mediation which, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the contract and with the American Arbitration Association.

15. Other Agreements

(a) The services to be performed by CHA are intended solely for the benefit of Client and no benefit is conferred on, nor any contractual relationship established with any person or entity not a party to this Agreement; (b) Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties; (c) This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters; (d) This Agreement shall not be amended, modified, supplemented or rescinded in any manner except by written agreement executed by the parties; (e) This Agreement shall be governed by and construed in accordance with the laws of the state where the project is located; (f) CHA shall not be liable for any failure to perform or delay in the performance of the Services due to circumstances beyond its reasonable control; (g) No waiver by CHA or Client of any power, right or remedy hereunder or under applicable law with respect to any event or occurrence shall prevent the subsequent exercise of such power, right or remedy with respect to any other or subsequent occurrence.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

	<u>TOWN OF FRONT ROYAL</u>		<u>CHA CONSULTING, INC.</u>
By:	_____	By:	
Name:	_____	Name:	<u>Douglas B. Hudgins, PE</u>
Title:	_____	Title:	<u>Vice President</u>
Date	_____	Date:	<u>October 18, 2021</u>

Rev.
07/13



Work Session Agenda Statement

Item # 04A

Meeting Date: November 8, 2021

Agenda Item: Liaison Committee Meeting Agenda Items for the December 2nd Meeting

Summary: Town Council is requested to add items to the Liaison Committee Meeting Agenda to be held on December 2, 2021. Staff's recommendations are listed below. September's agenda is attached. The agenda from September 2021 is attached.

Budget/Funding: N/A

Staff Recommendation: Staff recommends that the following items be added to the Liaison Committee Meeting Agenda being held on December 2, 2021: Tourism, Water Capacity Update, Building Inspection and Environmental Division Update, McKay Springs Sales Contract, Trolley Areas in Service, Drug Court Update, Luray Boat Landing, Joint Vision Retreat (location, agenda, facilitator) and Open Discussion.



AGENDA TOWN/COUNTY LIAISON COMMITTEE MEETING

Warren County Government Center
September 16, 2021 at 6:00pm



- **Call to Order – Cheryl L. Cullers, Chair of the Warren County BOS**
 - 1) **Building Inspections Software**
 - 2) **Building Code and Environmental Town and County Transition**
 - 3) **Joint Tourism Committee/JLL Update**
 - 4) **Warren County/Front Royal Projects**
 - **McKay Springs Property Sale**
 - **FREDA Update**
 - **Town Comprehensive Plan**
 - **County Comprehensive Plan**
 - **Trolley Services (Trail Head and New Hospital Stops)**
 - **Youth Programs**
 - **Warren County Water Capacity Study**
 - 5) **Short-Term Vacation / Housing and Swimply Rentals**
 - 6) **Joint Vision between Town / County for the Community**
 - **Location**
 - **Agenda**
 - **Facilitator**
 - 7) **Open Discussion**
- **Adjournment**



Work Session Agenda Statement

Item # 04B

Meeting Date: November 8th, 2021

Agenda Item: Review of Draft FY22-27 Capital Improvement Plan

Summary: Staff is providing a copy of items being sent to the Planning Commission to review for the Town of Front Royal's Capital Improvement Plan. Planning Commission is expected to review these items and provide comments to Town Council for the January 2022 work session.

Budget/Funding: N/A

Staff Recommendation: Staff recommends for Council to review and provide any comments regarding the draft capital improvement plan.

TOWN OF FRONT ROYAL
DRAFT CAPITAL IMPROVEMENT PLAN
FY 2022 - 2027

Fund	Project	Prior Funding	FY22	FY23	FY24	FY25	FY26	FY27	Future Projects	TOTAL
General Fund/Fleet	Rehabilitation of Maintenance Building (Including Sitework & Equipment)	\$ 174,933.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,535,066.10	\$ 1,710,000.00
General Fund/Police	Comcast Building Remodel for Office Space	\$ -	\$ -	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00
General Fund/Streets	East - West Connector	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000,000.00	\$ 20,000,000.00
General Fund/Streets	Happy Creek Road, Phase 2 & 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,900,000.00	\$ 16,900,000.00
General Fund/Streets	Leach Run Flyover, Phase 2	\$ -	\$ -	\$ 50,000.00	\$ -	\$ 40,000.00	\$ 9,000,000.00	\$ 9,000,000.00	\$ 9,000,000.00	\$ 27,090,000.00
General Fund/Streets	Williams Street Connector to HJB Elementary School	\$ -	\$ -	\$ -	\$ 50,000.00	\$ -	\$ -	\$ -	\$ 2,000,000.00	\$ 2,050,000.00
General Fund/Streets	Sycamore Trail	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ -	\$ 480,000.00	\$ 500,000.00
General Fund/Streets	Lake Avenue Extension	\$ -	\$ -	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 720,000.00	\$ 750,000.00
General Fund/Streets	Royal Lane Extension	\$ -	\$ -	\$ -	\$ 50,000.00	\$ -	\$ -	\$ -	\$ 2,000,000.00	\$ 2,050,000.00
General Fund/Streets	Kendrick Lane Sidewalk Extension	\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	\$ -	\$ -	\$ 575,000.00	\$ 600,000.00
General Fund/Streets	W. Main Street Sidewalk Extension	\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	\$ -	\$ -	\$ 575,000.00	\$ 600,000.00
General Fund/Streets	Westminster Connector	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500,000.00	\$ 2,500,000.00	\$ 2,500,000.00	\$ 7,500,000.00
General Fund/Streets	Primary Paving Plan	\$ -	\$ 195,565.00	\$ 172,610.00	\$ 434,573.00	\$ 638,418.00	\$ 143,000.00	\$ 86,190.00	\$ 229,505.00	\$ 1,899,861.00
General Fund/Streets	Secondary Paving Plan	\$ 1,162,322.52	\$ 951,175.00	\$ 1,371,785.00	\$ 1,693,273.00	\$ 989,740.00	\$ 1,326,413.00	\$ 461,557.00	\$ 1,477,607.00	\$ 9,433,872.52
General Fund/Streets	8th Street Bridge Replacement	\$ -	\$ -	\$ 500,000.00	\$ 500,000.00	\$ 380,000.00	\$ -	\$ -	\$ -	\$ 1,380,000.00
General Fund/Streets	John Marshall Highway Turn Lane	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 468,125.00	\$ -	\$ -	\$ 468,125.00
Electric	Automated Metering Infrastructure (AMI)	\$ 207,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,193,000.00	\$ 1,400,000.00
Electric	Happy Creek Substation Expansion	\$ -	\$ -	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ -	\$ 1,000,000.00
Electric	Kendrick Substation Transformer Replacements	\$ -	\$ 75,000.00	\$ 183,334.00	\$ 183,333.00	\$ 183,333.00	\$ -	\$ -	\$ -	\$ 625,000.00
Electric	Line Extensions	\$ 325,000.00	\$ 350,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ -	\$ 2,675,000.00
Electric	Manassas Ave Substation Transformer Replacements	\$ 135,000.00	\$ 75,000.00	\$ 177,500.00	\$ 177,500.00	\$ -	\$ -	\$ -	\$ -	\$ 565,000.00
Electric	Sprint Substation Transformer Replacements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000.00	\$ 250,000.00	\$ -	\$ 500,000.00
Electric	New Canopy Street Lights Along East Main	\$ -	\$ -	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -	\$ 1,000,000.00
Water	Redundant Waterline (Loan including amount to be paid by Dominion)	\$ 528,642.60	\$ 11,300,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,828,642.60
Water	Jamestown Pump Station Upgrade	\$ -	\$ -	\$ 300,000.00	\$ 300,000.00	\$ -	\$ -	\$ -	\$ -	\$ 600,000.00
Water	4-H Pump Station Upgrade	\$ 10,000.00	\$ -	\$ -	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ -	\$ 610,000.00
Water	Switch Gear Raw Water Pump Station & VFD	\$ -	\$ -	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ -	\$ 500,000.00
Water	Clearwell 1 & 2 Upgrade	\$ 20,000.00	\$ 20,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ -	\$ -	\$ -	\$ 490,000.00
Water	Raw Water Intake Upgrade 10,000,000 to 15,000,000 15 yrs. DEQ WITHDRAW 1mm	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000,000.00	\$ 15,000,000.00
Water	Johnmarshall Highway Improvements	\$ -	\$ -	\$ 450,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450,000.00
Water	Browntown Subdivision Improvements	\$ -	\$ -	\$ -	\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000.00
Water	Rodney Ave. Interconnection	\$ -	\$ -	\$ -	\$ -	\$ 175,000.00	\$ -	\$ -	\$ -	\$ 175,000.00
Water	Oakridge Court Improvements	\$ -	\$ -	\$ -	\$ -	\$ 125,000.00	\$ -	\$ -	\$ -	\$ 125,000.00
Water	Steele Ave. Interconnection	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000.00	\$ -	\$ -	\$ 300,000.00
Water	Cedar Drive Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 580,000.00	\$ -	\$ 580,000.00
Water	Hilvue Street Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 194,000.00	\$ -	\$ 194,000.00
Water	Water Line Upgrades	\$ -	\$ 614,000.00	\$ 812,000.00	\$ 658,000.00	\$ 751,000.00	\$ 427,000.00	\$ 245,000.00	\$ -	\$ 3,507,000.00
Sewer	Inflow & Infrastructure Abatement (Loan to advance for consent order)	\$ -	\$ 8,000,000.00	\$ 600,000.00	\$ 600,000.00	\$ 600,000.00	\$ 600,000.00	\$ 600,000.00	\$ -	\$ 11,000,000.00
Sewer	Wastewater Treatment Plant Upgrade phase II (Design)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000.00	\$ 3,000,000.00
Sewer	Wastewater Treatment Plant Upgrade Phase II (Construction)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,000,000.00	\$ 18,000,000.00
Sewer	Replace Rotary Fan Press with Centrifuge	\$ -	\$ -	\$ 1,500,000.00	\$ 1,500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000.00
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
										\$ -
	Total	\$ 2,562,899.02	\$ 21,580,740.00	\$ 7,217,229.00	\$ 9,576,679.00	\$ 5,152,491.00	\$ 16,114,538.00	\$ 14,766,747.00	\$ 95,185,178.10	\$ 172,156,501.12



Work Session CLOSED MEETING Agenda Statement

Item # 06

Meeting Date: November 8, 2021

Motion to Go Into Closed Meeting

I move that Council convene and go into Closed Meeting pursuant to Section 2.2-3711. of the Code of Virginia, as follows:

- (1) With respect to a joint endeavor with organizations located in the Town to consider provision of health care services: (a) discussion or consideration of the investment of public funds in, where competition or bargaining is involved, where, if made public initially, the financial interest of the governmental unit would be adversely affected, in accordance with Subsection A. 6.; **AND** (b) the discussion of the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, 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 Subsection A. 29.
- (2) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual litigation, being litigation concerning manufacturers and distributors of opioid products where such consultation or briefing in Open Meeting would adversely affect the negotiating or litigating posture of Town Council, in accordance with Subsection A. 7.
- (3) With respect to a commercial/industrial enterprise outside located the Town's corporate limits which the Town has been requested to furnish public utilities to in the future.: (a) discussion or consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the government; **AND** (b) the discussion of the award of a public contract 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 Town Council, in accordance with Subsection A. 29.
- (4) Consultation with legal counsel employed or retained by Town Council regarding specific legal matters requiring the provision of legal advice by such counsel, concerning an existing agreement the Town is already a party to which has become problematic, and the Town wishes to consider its legal options, in accordance with Subsection A. 8.
- (5) Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body, including the Front Royal Economic Development Authority, the Environmental Sustainability Advisory Committee and the Front Royal Board of Zoning Appeals, in accordance w/ Subsection A. 1.

Motion to Certify Closed Meeting at its Conclusion *[At the conclusion of the Closed Meeting, immediately re-convene in open meeting and take a roll call vote on the following:]*

I move that Council certify that to the best of each member's knowledge, as recognized by each Council member's affirmative vote, that only such public business matters lawfully exempted from Open Meeting requirements under the Virginia Freedom of 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 Town Council, and that the vote of each individual member of Council be taken by roll call and recorded and included in the minutes of the meeting of Town Council.