



TOWN COUNCIL SPECIAL MEETING

Monday, September 12, 2022 @ **6:00pm** in the Town Hall Conference Room

1. Roll Call
2. PUBLIC HEARINGS RESCHEDULED FROM AUGUST 22ND — *Lauren Kopishke*
 - A. Special Use Permit for two (2) dwelling units at 650 W. 11th Street — Ramzi Beidas
 - B. Special Use Permit for Short-Term Rental at 425 N. Royal Avenue — Joy Allen/Patrick Masch
 - C. Special Use Permit for Short-Term Rental at 18 E. Stonewall Drive — Jerry/Martha Britton
3. Adjourn

TOWN COUNCIL WORK SESSION

Immediately held after the Special Meeting

1. Roll Call
2. Items Slated for Public Hearings on September 26th Regular Council Meeting
 - A. Special Use Permit for Short-Term Rental at 107 Highfield Ln — William & Melissa Gordon — *L. Kopishke*
 - B. Special Use Permit for a Short-Term Rental at 124 Luray Avenue — Philip Vaught — *Lauren Kopishke*
 - C. Special Use Permit for a Short-Term Rental at 12 Chester Street — Lea Justice — *Lauren Kopishke*
 - D. Ordinance Amendments to Chapter 4 — *Tina Presley*
3. Items Slated for Consent Agenda for September 26th Regular Council Meeting
 - A. FY23 Budget Amendment for Virginia Tourism Grant — *BJ Wilson*
 - B. FY23 Budget Amendment for Highway Safety Program — *BJ Wilson*
 - C. FY23 Budget Amendment for Law Enforcement Block Grant — *BJ Wilson*
 - D. Contract Amendment/Budget Transfer-Replace Curb/Gutter/Install Sidewalk-Commerce Av — *B. Wilson*
 - E. Wastewater Treatment Clarifier #4 Repairs — *BJ Wilson*
 - F. Water Backflow Prevention Program — *BJ Wilson*
 - G. Bid Award for De-icing Road Salt — *BJ Wilson*
 - H. Bid for Water & Wastewater Chemicals — *BJ Wilson*
 - I. Amendment to Dominion Energy Water & Sewage Service Agreement — *BJ Wilson*
 - J. Waterline Upgrades on John Marshall Highway — *BJ Wilson*
 - K. Proclamation for Public Power Week — *Mary Ellen Lynn*
 - L. Drainage Easement on Cherry Street — *Kathy Leidich*
 - M. Converting one Part-time Custodian Position into a Full-time Position — *Kathy Leidich*
5. Amending Section 142-4.1 A of the Town Code, Snow and Ice on Sidewalks — *Kathy Leidich*
6. Update on 8th Street Bridge VDOT Revenue Sharing — *BJ Wilson*
7. Resolution/Energy Schedule for Locust Ridge Wind Farm Power Purchase Agreement — *Mary E. Lynn*
8. Update on Property Maintenance Program — *Lauren Kopishke*

9. Front Royal Economic Development Authority – *Kathy Leidich*

10. Open Discussion

11. CLOSED MEETING – Personnel

12. Adjourn



Special Council Agenda Statement

Item #02A

Meeting Date: September 12, 2022

Agenda Item: PUBLIC HEARING – Special Use Permit for Apartments at 650 W. 11th Street for Ramzi Beidas

Summary: Council is requested to consider a request from Ramzi Beidas for a Special Use Permit for two (2) dwelling units to be located on the ground floor of 650 W. 11th Street (tax map 20A 1 2 3, Lots 7,8 & 9). The first floor of this property was previously used as a brewery and laundromat facility. There are currently two (2) dwelling units on the upper floor. The property is zoned C-1. The Planning Commission has recommended approval of this request. Council is requested to approve the Special Use Permit with the following conditions:

1. This Special Use Permit is authorized for ground floor dwelling units to be located at 650 W. 11th Street
2. The existing parking lot shall be resurfaced prior to the business opening.
3. Town Council, or other designated representative, may inspect the property at any reasonable time to ensure compliance with local regulations, including, but not limited to, the conditions placed on this Special Use Permit.
4. Upon inspection of the property, if it is found that the property is not in compliance with local regulations, including but not limited to, the conditions of this Special Use Permit, the Town may revoke the Special Use Permit after notice to the applicant and public hearing.

Due to the cancellation of the August 22nd Regular Council Meeting, the Public Hearing was re-advertised as required and letters were sent to the adjacent property owners on September 2nd inviting them to the meeting tonight.

Budget/Funding: None

Meetings: Planning Commission public hearing held July 20th and Council Work Session held August 8, 2022

Proposed Motion: I move that Council approve a request from Ramzi Beidas for a Special Use Permit for two (2) dwelling units to be located on the ground floor of 650 W. 11th Street (tax map 20A 1 2 3, Lots 7,8 & 9) with the following conditions: 1) This Special Use Permit is authorized for ground floor dwelling units to be located at 650 W. 11th Street; 2) The existing parking lot shall be resurfaced prior to the business opening; 3) Town Council, or other designated representative, may inspect the property at any reasonable time to ensure compliance with local regulations, including, but not limited to, the conditions placed on this Special Use Permit; 4) Upon inspection of the property, if it is found that the property is not in compliance with local regulations, including but not limited to, the conditions of this Special Use Permit, the Town may revoke the Special Use Permit after notice to the applicant and public hearing.

Moved _____ *Seconded* _____

Cockrell _____ *Gillispie* _____ *Jackson* _____ *Morris* _____ *Thompson* _____

2200101

APPLICANT:

Ramzi Beidas, MZF, LLC

SUMMARY OF REQUEST:

A Special Use Permit Application has been submitted for two (2) dwelling units to be located on the ground floor at 650 W. 11th Street.

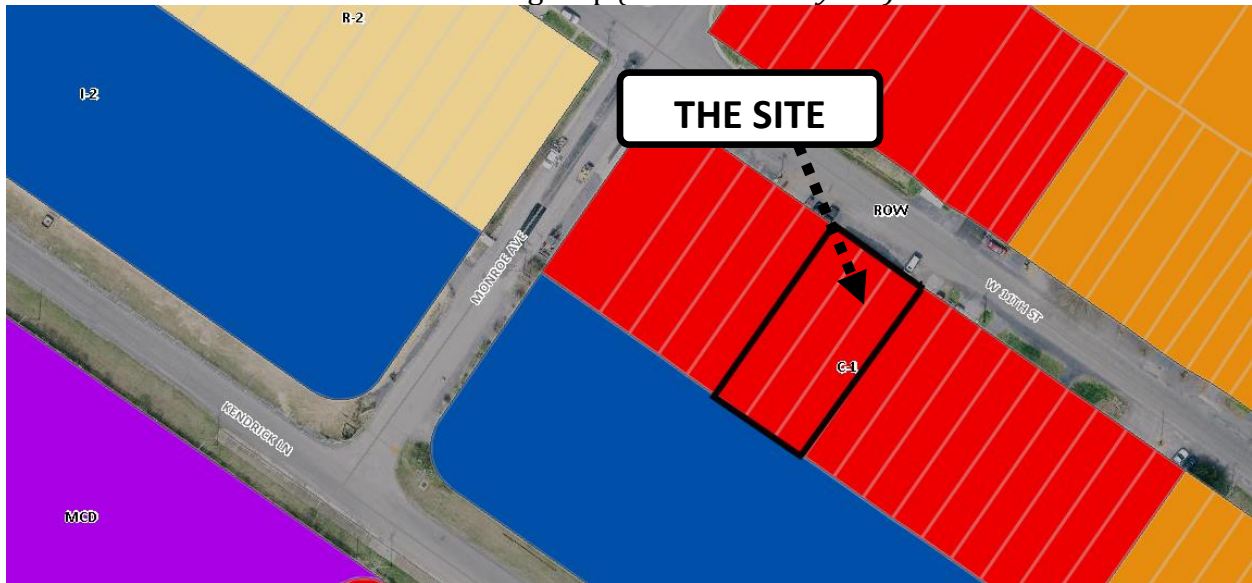
GENERAL INFORMATION:

<i>Site Addresses</i>	650 W. 11 th Street
<i>Property Owner(s)</i>	Ramzi Beidas, MZF, LLC
<i>Existing Zoning</i>	C-1 (Community Business) District
<i>Proposed Use</i>	Ground Floor dwelling units, 900 square feet per dwelling unit
<i>Tax Identification</i>	20A1 2 3, lots 7-9
<i>Location</i>	The proposed use is located on the 1 st floor of the building.

Vicinity Map (Warren County GIS)



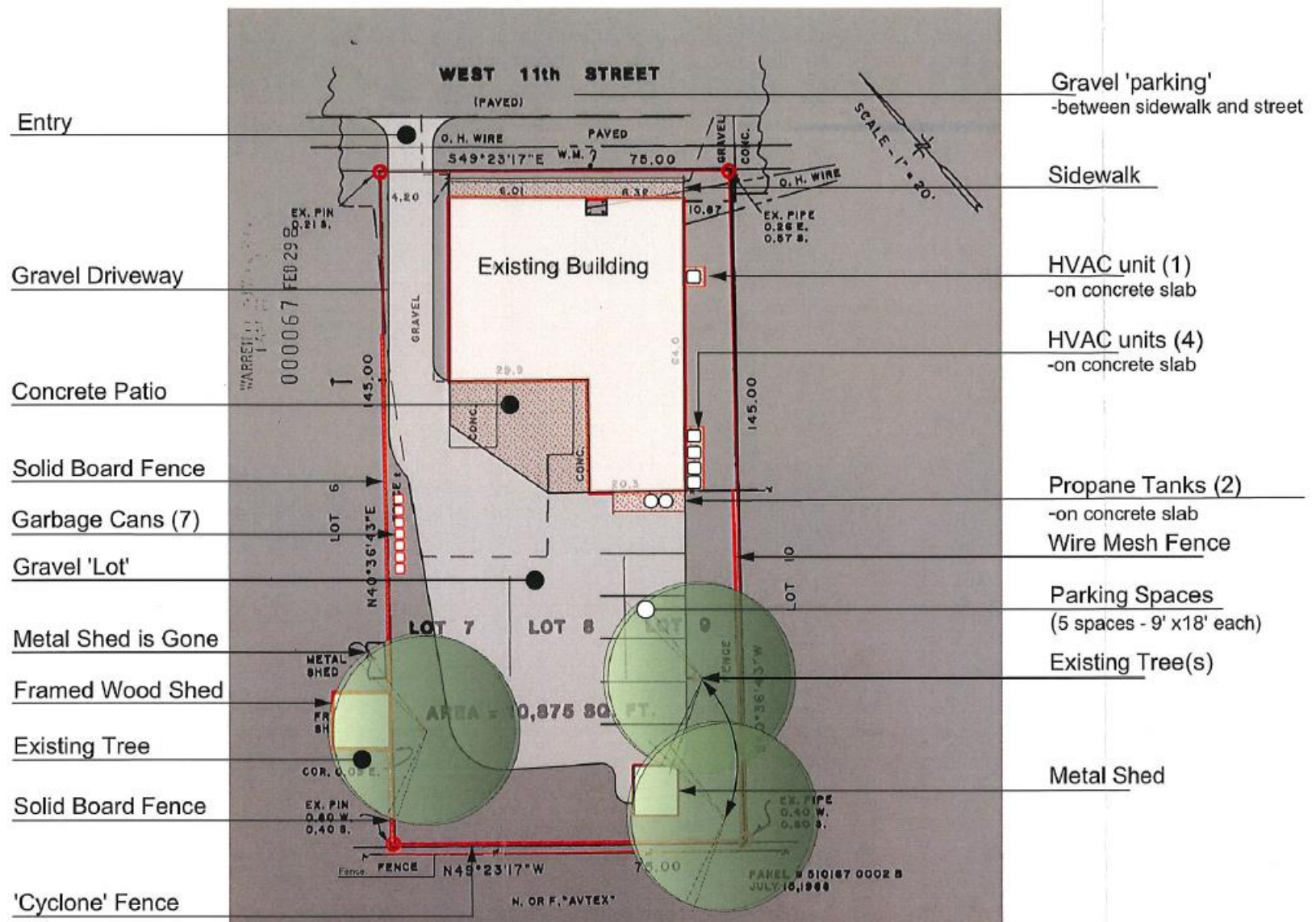
Town Zoning Map (Warren County GIS)



Aerial (Warren County GIS)



Existing Site Conditions(Applicant's Site Plan)



Existing Site Conditions(*Staff Photos of the Property*)



INFORMATION ON THE APPLICATION:

Project Summary & Staff Recommendation

The application is to allow the applicant to convert the first floor of the structure into two, 900 square foot dwelling units. The 1st floor of this property was previously used as a brewery and laundromat facility. There are two dwelling units on the upper floor.

Below are parking calculations of what the Town Code requires for off-street parking. The use does qualify for a parking exemption, as found under Town Code 175-127. This allows existing businesses to be reused with the existing parking provided that it is adequately maintained and delineated.

Dwelling units = 2 per unit = 8 spaces

TOTAL = 8

The applicant has 11 parking spaces

The use will require a change of use application with the Warren County Building Inspections Department.

A special use permit is required because “ground floor dwelling units” require a special use permit in the C-1 District, pursuant to Town Code 175-39.B.

Town Code 175-3 defines a dwelling unit as follows: One (1) room, or rooms connected together, constituting a separate, independent housekeeping establishment for owner occupancy or rental or lease on a weekly, monthly, or longer basis and physically separated from any other rooms or dwelling units which may be in the same structure and containing independent cooking and sleeping facilities and containing not less than six hundred (600) square feet of residential floor area. Such units shall meet the requirements of the Building Code of the Town of Front Royal.

The Town is authorized to require a special use permit for certain uses within any zoning district under Virginia Code §15.2-2286. Some specific uses are granted protection from regulation from localities by the Virginia Code, including agriculture uses, small scale conversion of biomass to alternative fuel, certain residential uses, private tents, farm wineries, assisted living facilities, and group homes.

The issuance of a special use permit is subject to such conditions as are deemed necessary by the Front Royal Town Council after recommendations of the Front Royal Planning Commission. Prior to an action by Town Council or a recommendation by the Planning Commission, a **public hearing** is required for special use permits.

Town Staff recommends that the Planning Commission issue a recommendation of approval of the Special Use Permit Application with the following conditions. Additional consideration may need to be given if new information is provided at the scheduled public hearing.

CONDITIONS:

- 1) This Special Use Permit is authorized for ground floor dwelling units to be located at 650 W 11th Street.
- 2) The existing parking lot shall be resurfaced prior to the business opening.
- 3) Town Council, or other designated representative, may inspect the property at any reasonable time to ensure compliance with local regulations, including, but not limited to, the conditions placed on this special use permit.
- 4) Upon inspection of the property, if it is found that the property is not in compliance with local regulations, including but not limited to, the conditions of this special use permit, the Town may revoke this special use permit after notice to the applicant and public hearing.

ATTACHMENTS: Application and associated other documents from the Applicant.

General Note:

This is a graphic summary of existing conditions found by Landscape Architect while doing a visual survey on 4-5-19 of:

Lot 7, Lot 8, Lot 9 in Block 3
Royal Village Subdivision

Landscape Architect confirms all items noted exist on site. He also confirms there is a minimum of 5 parking spaces in the rear as shown

This is not however an official 'survey'.
All dimensions, locations to be considered approximate as they were not done by surveyor per se -but by the Landscape Architect using on a tape measure

It is overlaid on official plat prepared by Larry Himelright P.C. and recorded in Warren County in deed book 1-page 10 in order to show official property lines etc as a reference

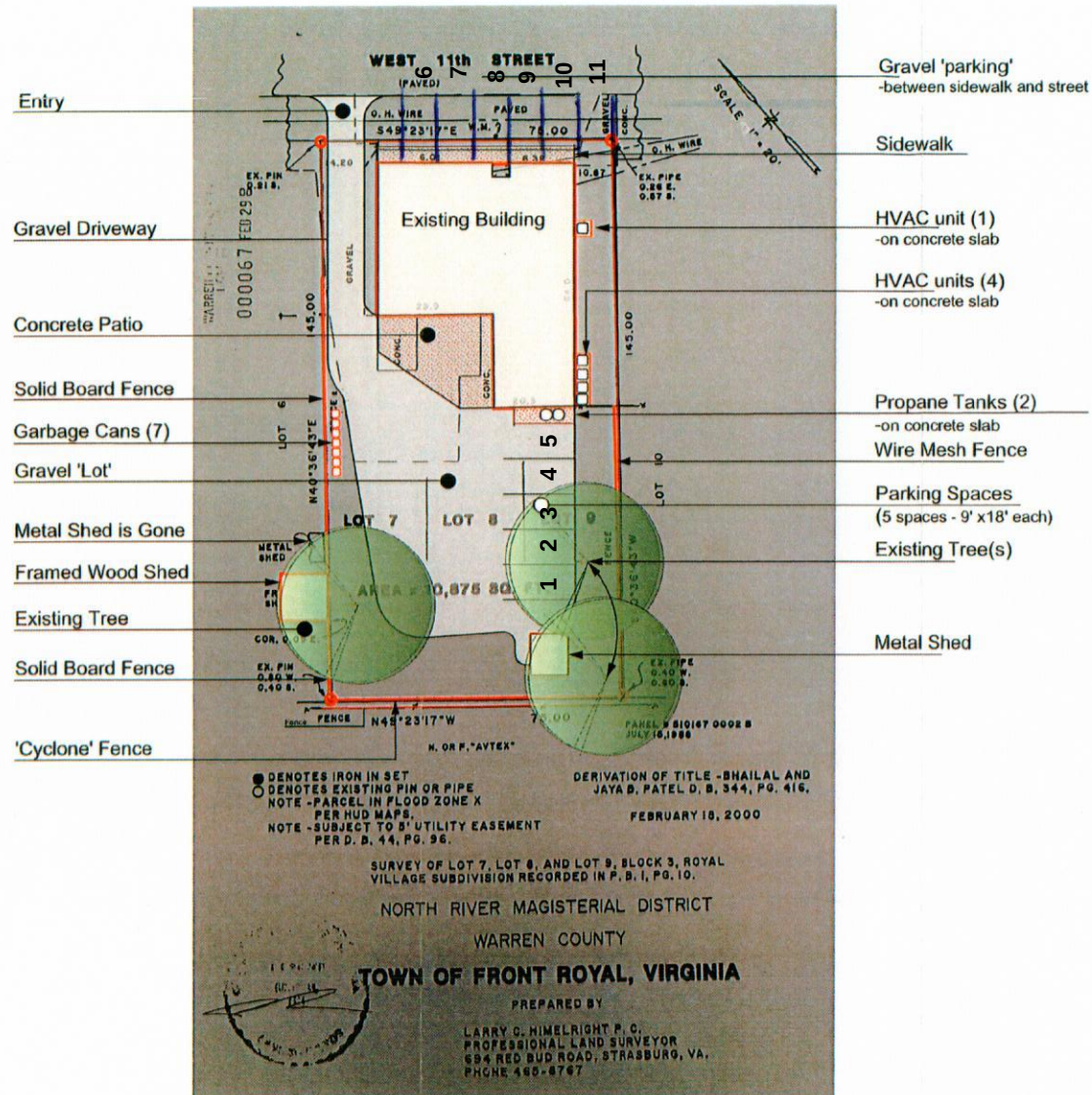
Survey Note

All areas not identified on drawing are Lawn and or vegetation.

Existing Conditions -Site Survey



Graphic Scale
1"=30'-00"



Consultant	
Project Title Visual site review for CUP	
Drawing Title Existing Conditions Layout	
Project Manager J Duggan RLA	
Drawn By	Scale
Reviewed By JO	Drawing No.
Date 4-9-19	1 of 1
CAD File	Total Sheets



Special Council Agenda Statement

Item #02B

Meeting Date: September 12, 2022

Agenda Item: PUBLIC HEARING – Special Use Permit for Short-Term Rental at 425 N. Royal Avenue for Joy Allen/Patrick Masch

Summary: Council is requested to consider approval of a request from Joy Allen and Patrick Masch for a Special Use Permit for a Short-Term Rental at 425 N. Royal Avenue (tax map 20A5 613, Lots 9 & 10). The applicants are requesting to rent three (3) bedrooms to no more than six (6) people at a time. There is parking provided onsite for up to six (6) vehicles. The property is zoned C-1. The Planning Commission has recommended approval of this request.

Due to the cancellation of the August 22nd Regular Council Meeting, the Public Hearing was re-advertised as required and letters were sent to the adjacent property owners on September 2nd inviting them to the meeting tonight.

Budget/Funding: None

Meetings: Planning Commission public hearing on July 20th, Council Work Session on August 8, 2022

Proposed Motion: I move that Council approve a request from Joy Allen and Patrick Masch for a Special Use Permit for a Short-Term Rental at 425 N. Royal Avenue (tax map 20A5 613, Lots 9 & 10).

Moved _____ *Seconded* _____

Cockrell _____ *Gillispie* _____ *Jackson* _____ *Morris* _____ *Thompson* _____



**TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING**

**Planning Commission Regular Meeting
July 20, 2022**

APPLICATION #:

2200105 – Special Use Permit for Short
Term Rental

APPLICANT:

Joy L. Allen and Patrick Masch

APPLICATION SUMMARY:

A Special Use Permit Application has been submitted for a Short-Term Rental located at 425 N. Royal Avenue. Inspection was completed on June 28, 2022, at 3:30 p.m.

GENERAL INFORMATION:

<i>Site Addresses</i>	425 N. Royal Avenue
<i>Owner(s)</i>	Royal Avenue LLC (Joy L. Allen and Patrick Masch)
<i>Zoning District</i>	C-1, Community Business District / Entrance Corridor
<i>Historic District</i>	No
<i>Tax Identification</i>	Tax Map #20A5-6-13-10
<i>Location</i>	The subject property is zoned C-1 and located south of the intersection of N Royal Ave and 5 th St. The property is in the flood plain of Happy Creek.
<i>Request/ Recommendation</i>	The Applicant is requesting to rent three bedrooms to no more than 6 people at a time. There is parking provided on site for up to six vehicles. Staff recommends approval and does not have any recommended conditions.

View of Front Elevation – 425 N. Royal Avenue



Aerial Zoning Map



Aerial Flood Plain Map



ATTACHMENTS:

1. Special Use Permit Application
2. Inspection report



Special Council Agenda Statement

Item #02C

Meeting Date: September 12, 2022

Agenda Item: PUBLIC HEARING – Special Use Permit for Short-Term Rental at 18 E. Stonewall Drive for Jerry & Martha Britton

Summary: Council is requested to approve a request from Jerry & Martha Britton for a Special Use Permit for a Short-Term Rental at 18 E. Stonewall Drive (tax map 20A7 4 42). The applicants are requesting up to eight (8) occupants in four (4) rooms. There is parking onsite for three (3) vehicles in the driveway. The Planning Commission has recommended approval of this request.

Due to the cancellation of the August 22nd Regular Council Meeting, the Public Hearing was re-advertised as required and letters were sent to the adjacent property owners on September 2nd inviting them to the meeting tonight.

Budget/Funding: None

Meetings: Planning Commission public hearing on July 20th and Council Work Session on August 8, 2022

Proposed Motion: I move that Council approve a request from Jerry & Martha Britton for a Special Use Permit for a Short-Term Rental at 18 E. Stonewall Drive (tax map 20A7 4 42).

Moved _____ *Seconded* _____

Cockrell _____ *Gillispie* _____ *Jackson* _____ *Morris* _____ *Thompson* _____



**TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING**

**Planning Commission Regular Meeting
July 20, 2022**

APPLICATION #:

2200106 – Special Use Permit for Short
Term Rental

APPLICANT:

Jerry & Martha Britton

APPLICATION SUMMARY:

A Special Use Permit Application has been submitted for a Short-Term Rental located at 18 East Stonewall Drive. Inspection was completed on June 21, 2022, at 3:30.

GENERAL INFORMATION:

<i>Site Addresses</i>	18 East Stonewall Drive
<i>Owner(s)</i>	Jerry and Martha Britton
<i>Zoning District</i>	C-2, Down Business District
<i>Historic District</i>	Yes
<i>Tax Identification</i>	Tax Map #20A7-4-42
<i>Request/Recommendation</i>	Applicant is requesting up to 8 occupants in 4 rooms. There is parking onsite for 3 vehicles in the driveway Staff recommends approval.

View of Side Elevation – 18 East Stonewall Drive



Aerial Zoning Map



ATTACHMENT: Special Use Permit Application
Inspection Report



Work Session Agenda Statement

Item # 02A

Meeting Date: September 12, 2022

Agenda Item: Short Term Rental Application

Summary: A Short-term rental SUP application has been submitted to Planning Staff.

107 Highfield Lane – Applicant is requesting to rent the entire house consisting of 5 bedrooms to no more than 10 occupants. There is parking onsite for 4 vehicles in the driveway. Staff has inspected the property and it is compliant with regulations. Staff recommends approval. Planning Commission held a public hearing on August 24th and recommended approval.

Budget/Funding: N/A

Staff Recommendation: Staff recommends approval of application during a public hearing scheduled to be heard on September 26th.



**TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING**

**Planning Commission Regular Meeting
August 17, 2022**

APPLICATION #:

2200225

APPLICANT:

WILLIAM & MELISSA GORDON

APPLICATION SUMMARY:

A Special Use Permit Application has been submitted for a Short-Term Rental located at 107 Highfield Lane. The applicant intends to rent the entire home. The Inspection was completed on August 4, 2022, the applicant failed due to missing smoke detectors. A re-inspection was completed August 10, 2022, the applicant passed.

GENERAL INFORMATION:

<i>Site Addresses</i>	107 Highfield Lane
<i>Owner(s)</i>	William and Melissa Gordon
<i>Zoning District</i>	R-1, Residential District
<i>Historic District</i>	No
<i>Tax Identification</i>	Tax Map #20A10-8-2-7
<i>Request/ Recommendation</i>	The Applicant is requesting to rent the entire house as a short term rental. Staff recommends approval and does not have any recommended conditions.

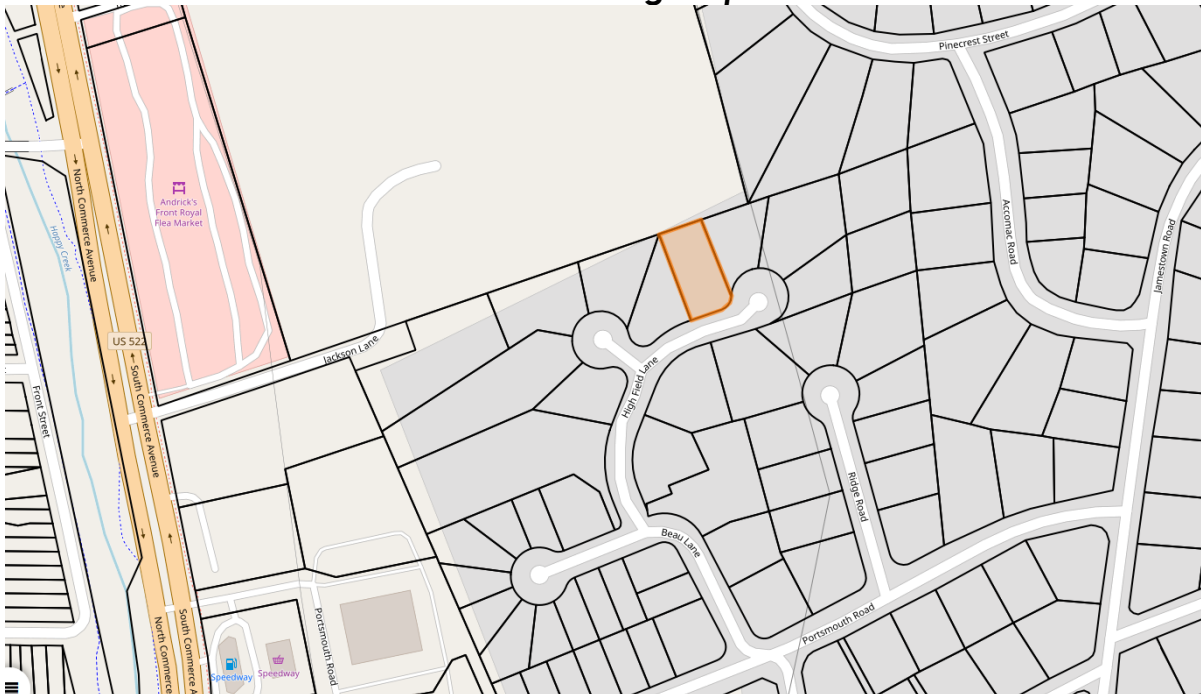
ATTACHMENTS:

1. Special Use Permit Application
2. Inspection report

View of Front Elevation – 107 Highfield Lane



Aerial Zoning Map





Work Session Agenda Statement

Item # 02B

Meeting Date: September 12, 2022

Agenda Item: Short Term Rental Application

Summary: A Short-term rental SUP application has been submitted to Planning Staff.

124 Luray Ave – Applicant is requesting up to 10 occupants in 5 rooms. There is parking onsite for 7 vehicles in the driveway. Staff has inspected the property and it is compliant with regulations. Staff recommends approval. Planning Commission held a public hearing on August 24th and recommended approval.

Budget/Funding: N/A

Staff Recommendation: Staff recommends approval of application during a public hearing scheduled to be heard on September 26th.



**TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING**

**Planning Commission Regular Meeting
August 17, 2022**

APPLICATION #:

2200238 – Special Use Permit for Short
Term Rental

APPLICANT:

PHILIP VAUGHT/VAUGHT REAL ESTATE
LLC

APPLICATION SUMMARY:

A Special Use Permit Application has been submitted for a Short-Term Rental located at 124 Luray Avenue. Inspection was completed on August 2, 2022.

GENERAL INFORMATION:

<i>Site Addresses</i>	124 Luray Avenue
<i>Owner(s)</i>	Vaught Real Estate, LLC
<i>Zoning District</i>	R-3, Residential District
<i>Historic District</i>	Yes
<i>Tax Identification</i>	Tax Map #20A7-4-74
<i>Request/ Recommendation</i>	The Applicant is requesting to rent three (3) bedroom in the house. This is the applicant's primary residence. Staff recommends approval and does not have any recommended conditions.

ATTACHMENTS:

1. Special Use Permit Application
2. Inspection report

View of Front Elevation – 124 Luray Avenue



Aerial Zoning Map





Work Session Agenda Statement

Item # 02C

Meeting Date: September 12, 2022

Agenda Item: Short Term Rental Application

Summary: A Short-term rental SUP applications has been submitted to Planning Staff.

12 Chester St- The Applicant is requesting to rent an upstairs apartment consisting of one bedroom and bathroom, a living area and kitchen to no more than 4 occupants. There is sleeping for two people in the bedroom and two on a pullout couch. Parking is limited to Public Parking. Staff has inspected the property and it is compliant with regulations. Staff recommends approval. Planning Commission held a public hearing on August 24th and recommended approval.

Budget/Funding: N/A

Staff Recommendation: Staff recommends approval of application during a public hearing scheduled to be heard on September 26th.



**TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING**

**Planning Commission Regular Meeting
August 17, 2022**

APPLICATION #:

2200230 – Special Use Permit for Short
Term Rental

APPLICANT:

LEA JUSTICE

APPLICATION SUMMARY:

A Special Use Permit Application has been submitted for a Short-Term Rental located at 12 Chester Street. Inspection was completed on August 9, 2022.

GENERAL INFORMATION:

<i>Site Addresses</i>	12 Chester Street
<i>Owner(s)</i>	Renovatio Trust
<i>Zoning District</i>	C-2, Downtown Business District
<i>Historic District</i>	Yes
<i>Tax Identification</i>	Tax Map #20A8-4-43
<i>Request/ Recommendation</i>	The Applicant is requesting to rent an upstairs apartment which contains a bedroom, bathroom, living room and kitchen/dining room. Staff recommends approval and does not have any recommended conditions.

ATTACHMENTS:

1. Special Use Permit Application
2. Inspection report

View of Front Elevation – 12 Chester Street



Aerial Map





Work Session Agenda Statement

Item #02D

Meeting Date: September 12, 2022

Agenda Item: Proposed Ordinance Amendments to Town Code Chapter 4 – Administration of Government

Summary: Attached is a clean copy of the proposed ordinance amendments to Chapter 4 that have been discussed since July 11th. Below are the highlights of the changes:

- 4-1– Time of Meetings – removed 7:00pm for 2nd Monday of month for work sessions and added the word “Regular” before the words “work session” (D.) and added Special Meetings (E.)
- 4-1.1 - Remote Participation by Electronic Means – Cleaned up for clarity and to match State Code. State Code was revised and became effective September 1st.
- 4-6 – Applicability of Robert’s Rules of Order – removed 10th Edition to reflect current edition
- 4-37 – Town Attorney Appointment – removed all references to 1932
- 4-44 – Filing Required – Amended to add Front Royal Economic Development Authority (FREDA), Boards/Commissions and employees to file disclosures and to add FREDA and FREDA Executive Director to training requirements to match State Code (A. & C.)
- 4-53 – Residency of Town Employees – Remove Clerk of Council and Assistant Town Manager; add Director of Planning and update various directors’ titles (B.) and remove (C) entirely.
- Various other minor grammar and updates noted throughout

Public Hearing has been re-advertised as required.

Budget/Funding: None

Staff Recommendation: Approve all amendments as proposed in the attached ordinance at the scheduled Public Hearing on September 26th.

Chapter 4

ADMINISTRATION OF GOVERNMENT

Sections:

TOWN COUNCIL**4-1 TIME OF MEETINGS****4-1.1 INDIVIDUAL MEMBER REMOTE PARTICIPATION BY ELECTRONIC MEANS****4-2 STANDING COMMITTEES****4-3 PROPOSED ORDINANCES OR RESOLUTIONS TO BE IN WRITING****4-4 READING/PUBLICATION OF ORDINANCES & EMERGENCY ORDINANCES****4-5 ATTENDANCE OF WITNESSES & PRODUCTION OF BOOKS AND PAPERS****RULES OF ORDER****4-6 APPLICABILITY OF *ROBERT'S RULES OF ORDER*, ~~10TH EDITION~~****4-7 SUSPENSION OF RULES****4-8 MAYOR AS PRESIDING OFFICER****4-9 QUESTIONS OF ORDER****4-10 STATEMENT OF QUESTION AND DECLARATION OF RESULT; RECORDED VOTE****4-11 WITHDRAWAL FROM MEETING****4-12 CONDUCT IN ADDRESSING COUNCIL****4-13 PRIORITY IN SPEAKING****4-14 COMMUNICATIONS TO BE IN WRITING****4-15 MOTIONS****4-16 MEETINGS AND ORGANIZATION OF COMMITTEES****4-17 COMMITTEE REPORTS****4-18 ACTIONS UPON CLAIMS AND FOR REMISSION OF TAXES****4-19 ORDER OF BUSINESS; PLACEMENT OF ITEMS ON THE AGENDA****OFFICERS****4-20 RIGHT OF ENTRY****MAYOR****4-21 EXECUTIVE HEAD****4-22 CONTRACTING DEBT****4-23 RECOMMENDATIONS TO COUNCIL****TOWN MANAGER****4-24 (RESERVED)****4-25 BOND****4-26 POSITION TO BE FULL-TIME; REMOVAL****4-27 GENERAL RESPONSIBILITIES AND DUTIES****4-28 DUTIES AS TOWN TREASURER**

- 4-29 BUDGET AND FINANCIAL ADVICE
- 4-30 ATTENDANCE AT COUNCIL MEETINGS; RECOMMENDATIONS TO COUNCIL
- 4-31 EMPLOYMENT AND DISCHARGE OF TOWN EMPLOYEES
- 4-32 MONTHLY FINANCIAL REPORT
- 4-33 SINKING FUND; INTEREST ON OUTSTANDING BONDS
- 4-34 CONTROL OF TOWN-OWNED REAL PROPERTY
- 4-35 BILLS
- 4-36 DISPOSITION OF TOWN FUNDS

TOWN ATTORNEY

- 4-37 ~~ELECTION~~ APPOINTMENT
- 4-38 COMPENSATION
- 4-39 GENERAL POWERS AND DUTIES
- 4-40 SUITS, PROSECUTIONS AND DEFENSE DUTIES
- 4-41 REPORTS TO COUNCIL
- 4-42 ACCOUNTING FOR FUNDS

TOWN ENGINEER

- 4-43 APPOINTMENT; DUTIES

DISCLOSURE BY CERTAIN EMPLOYEES

- 4-44 FILING REQUIRED
- 4-45 APPLICABILITY

PUBLIC RECORDS

- 4-46 TOWN RECORDS - DEFINITION
- 4-47 TOWN RECORDS DECLARED PUBLIC PROPERTY
- 4-48 CUSTODY AND PRESERVATION OF TOWN COUNCIL RECORDS
- 4-49 RECORDS MANAGEMENT PROGRAM
- 4-50 RECORDS MANAGER
- 4-51 DEPARTMENT RECORDS OFFICERS

AUXILIARY POLICE OFFICERS

- 4-52 APPOINTMENT; POWER AND DUTIES
- 4-53 RESIDENCY OF TOWN EMPLOYEES

Revised/Re-codified 3-11-85. (Chapter 2 of the 1965 Code. Section 2-39 "Compensation of Town Attorney" amended 6-14-54; Section 2-4 "Ordinances" amended 6-13-60; Section 2-2 "Appointment of Standing Committees" amended 8-8-60; Section 2A "Regulate Emissions" was amended 11-9-64; 12-14-64; 8-23-65; Section 2-43 "Industrial Development Authority" was added 12-11-67; Section 2-27.1 "Duties include those of Town Treasurer" amended 8-9-71; Amended 4-45 7-27-09; Removed 4-45 (Applicability) 12-13-21. General Provisions regarding Town Council and Town Manager are located in the Town Charter; Chapters I – VI. Other amendments noted where applicable.

TOWN COUNCIL**4-1 TIME OF MEETINGS**

A. The Council shall hold one regular meeting in the Warren County Government Center on the fourth Monday of each month at 7:00 p.m.; provided however, the regular meeting in the month of December of each year, shall be on the second Monday of that month, held at the same time and in the same place.

B. In the event that a regular Town Council meeting shall fall on a date designated as a Town holiday, then the regular Council meeting shall be held on the following day (Tuesday) at 7:00 p.m. with location being in the Warren County Government Center or Town Hall whichever is available.

C. In the event that a regular Town Council meeting cannot be conducted at the regular time or location due to circumstances beyond the Town's control, the alternative meeting date shall be the following Monday at 7:00 p.m. in the Warren County Government Center or Town Hall whichever is available.

D. The Council shall hold one **regular** work session in the Town Hall on the second Monday of each month **at a time specified on the agenda 7:00 P.M.; provided except for the regular** work session in ~~the month of~~ December **which shall be held** ~~of each year shall be~~ on the first Monday of that month. ~~held at the same time and in the same place.~~ In the event that a **regular** work session cannot be held due to circumstances beyond the Town's control the Council may either ~~has the option to~~ cancel the **regular** work session or reschedule the **regular** work session to another date, time **and location.**

E. Special Meetings shall be called by the Clerk of Council upon the written request of the Mayor, or any three members of the Council. No business shall be transacted at a special meeting but that for which it shall be called unless the Council be unanimous [Charter §11]

4-1.1 INDIVIDUAL MEMBER REMOTE PARTICIPATION BY ELECTRONIC MEANS

A. Pursuant to Chapter 37, Virginia Freedom of Information Act §2.2-3708.3, individual members of a public body may use remote participation instead of attending a public meeting in person, if in advance of the public meeting, notifies the public body chair that:

- 1. The member has a temporary or permanent disability or other medical condition that prevents the member's physical attendance.**
- 2. A medical condition of a member of the member's family requires the member to provide care that prevents the member's physical attendance; or**
- 3. The member is unable to attend the meeting due to a personal matter and identifies with the specificity the nature of the personal matter. The member may not use remote participation due to personal matters more than two (2) meetings per calendar**

year or 25 percent of the meetings held per calendar year rounded up to the next whole number, whichever is greater.

Whenever a member of the public body wishes to participate from a remote location, a quorum of the public body shall be physically assembled at the primary or central public meeting location, pursuant to Chapter 37, Virginia Freedom of Information Act §2.2-3701, and arrangements made for the voice of the member attending remotely to be heard by all persons at the primary or central public body meeting location. The public body holding the meeting shall record in its minutes the member's remote participation was due to one of the above reasons as well as including in the minutes the remote location from which the member participated; however, the remote location need not be open to the public and may be identified in the minutes by a general description.

A member's participation from a remote location shall be approved unless such participation would violate this ordinance or other applicable provision of Chapter 37, Virginia Freedom of Information Act.

If the member's participation from a remote location is challenged, the public body shall vote whether to allow such participation. If the public body vote disapproves of the member's remote participation such disapproval shall be recorded in the minutes with specificity.

B. ALL-VIRTUAL MEETINGS - Pursuant to Chapter 37, Virginia Freedom of Information Act §2.2-3708.3. Local governing bodies, planning commission, architectural review boards, zoning appeals boards and boards with the authority to deny, revoke or suspend a professional or occupational license may not hold all-virtual public meetings.

C. STATE OF EMERGENCY - Pursuant to Chapter 37, Virginia Freedom of Information Act §2.2-3708.2., any public body may meet by electronic communication means without a quorum of the public body physically assembled at one location when the Governor has declared a state of emergency in accordance with §44-146.17 or the locality in which the public body is located has declared a local state of emergency pursuant to §44-146.21.

D. This ordinance, upon approval of Town Council, creates the Policy for remote participation by electronic means as required in Chapter 37, Virginia Freedom of Information Act §2.2-3708.3.

~~A. Individual members of Town Public Bodies may participate in meetings of Town Public Bodies by electronic communication means from a remote location that is not open to the public, as permitted by Virginia Code § 2.2-3708.1., as that Section may from time to time be amended, or by other future applicable law. This policy shall apply to the entire membership of Town Council, the Planning Commission, and all other entities however designated, of Town Council created to perform delegated functions of Town Council or Town government or to advise or assist Town Council or Town government, including, but not limited to, the Board of Zoning Appeals, the Board of Architectural Review, the Town Economic Development Authority and the Urban Forestry Advisory Committee (collectively, "Public Bodies", or in the singular,~~

~~“Public Body”). Public Body Member’s requesting remote participation or the matters that will be considered or voted on at the meeting.~~

- ~~A. Whenever an individual Town Public Body Member wishes to participate from a remote location, a quorum of the Public Body shall be physically assembled at the primary or central Public Meeting location, and arrangements will be made for the voice of the remote Public Body Member to be heard by all persons at the primary or central Public Body Meeting location. The reason that the remote Public Body Member is unable to attend the Public Body Meeting and the remote location from which the Public Body Member participates will be recorded in the Public Body Meeting Minutes.~~
- ~~B. When such remote individual Public Body’s participation is due to an emergency or personal matter, such participation is limited by the Code of Virginia to two (2) meetings or 25 percent of the meetings of the Public Body per Public Body Member each calendar year, whichever is fewer.~~
- ~~C. Individual Public Body Member participation from a remote location shall be approved unless such participation would violate this ordinance or other applicable provisions of the Virginia Freedom of Information Act.~~
- ~~D. If a Public Body Member's participation from a remote location is challenged, then the Public Body shall vote whether to allow such participation. If the Public Body votes to disapprove of the Public Body Member's remote participation because such participation would violate this ordinance or the provisions of the Virginia Freedom of Information Act, such disapproval will be recorded in the Public Body Meeting Minutes with specificity.~~
- ~~E. This policy applies to all Meetings, Work Sessions, and committees of the Public Body.~~

4-2 STANDING COMMITTEES

The Council, as soon as practicable after the qualification of the newly elected members of each Council, may appoint the following standing Committees:

- A. A Street Committee with which the Town Manager may consult on all matters with regard to streets.
- B. A Water Committee with which the Town Manager may consult on all matters with regard to water.
- C. An Electric Committee with which the Town Manager may consult on all electric matters.
- D. A Sewer Committee with which the Town Manager may consult on all matters concerning sewers.

4-3 PROPOSED ORDINANCES OR RESOLUTIONS TO BE IN WRITING

No proposed ordinance or proposed resolution having the effect of an ordinance shall be considered or passed by the Council unless it shall be submitted in writing.

4-4 READING AND PUBLICATION OF ORDINANCES; AND EMERGENCY ORDINANCES

A. The Clerk of Council shall, upon receipt of ordinances requiring a public hearing, cause such publication as legally prescribed. The public hearing shall be scheduled for the first available meeting after the completion of the publication requirements.

B. Ordinances shall be adopted at the first reading. Ordinances may be read by title only and not verbatim.

C. Ordinances which fail to pass during the first reading of Council, shall fail at that time and shall not be placed on a subsequent meeting agenda for twelve months unless one of the following occurs: (1) there is a change in the membership of Council, (2) one councilmember who initially voted against the ordinance concurs with its placement on the agenda, (3) an ordinance that was defeated for the lack of a second is again placed on the agenda with the concurrence of any ~~councilman~~ **councilmember** who did not make the initial motion for approval.

D. Emergency ordinances shall take effect immediately upon their passage. An emergency ordinance is an ordinance passed by the Council for the immediate preservation of the public peace, property, health, welfare, safety or morals. No ordinance granting, enlarging or affecting any franchise or amending or repealing any ordinance fixing any property tax rate or assessment shall be an emergency ordinance. Ordinances pertaining to the appropriating of money or levying taxes or licenses, or reconsideration of matters at special meetings shall be considered as provided in Town Charter §13.

4-5 ATTENDANCE OF WITNESSES & PRODUCTION OF BOOKS AND PAPERS

The Council or any Committee thereof when especially authorized, shall have the power to require the attendance of any person as a witness and the production by any person of all proper books and papers when, in the opinion of such body, such attendance or such production is necessary and proper. Summons to attend as witnesses or produce books or papers shall be in writing signed by the presiding officer of the Council or committee thereof and shall be served by the Chief of Police in the same manner as a process to commence an action at law. Such witnesses shall be sworn by the officer presiding at such investigation and shall be liable for perjury or false testimony given at any such investigation. Any person failing or refusing to testify or produce such books or papers may be summoned before the County Court and, upon failure to give a satisfactory excuse, shall be fined a sum not exceeding one hundred dollars (\$100) or imprisoned not exceeding thirty (30) days. A right of appeal shall lie to the Circuit Court of the county as in cases of a misdemeanor.

RULES OF ORDER

4-6 APPLICABILITY OF *ROBERT'S RULES OF ORDER*, ~~10TH~~ **EDITION**

The proceedings of the Council, except as its own rules may otherwise provide, shall be governed by the rules of procedure described **in the current edition of** *Robert's Rules of Order*, ~~10th Edition~~.

4-7 SUSPENSION OF RULES

No rule adopted by the Council shall be suspended without the concurrence of two-thirds (2/3) of the members elected to the Council.

4-8 MAYOR AS PRESIDING OFFICER

The Mayor, as the presiding officer of the Council, shall enforce the **parliamentary** rules of procedure, preserve order and decorum and appoint all Committees.

4-9 QUESTIONS OF ORDER

At Council meetings, the Mayor shall decide questions of order and may, without vacating the chair, give his reasons for his decision. From any decision of the chair, an appeal may be made to the body in session, the question being "Shall the decision of the chair be sustained?" Upon such appeal no debate shall be allowed if it refers to a question of decorum, but if it relates to the priority of business or to the relevancy or applicability of propositions, the appeal may be debated.

4-10 STATEMENT OF QUESTION AND DECLARATION OF RESULT; RECORDED VOTE

At Council meetings, the Mayor shall state the question and shall declare the result of the vote. He may direct, or any member may demand, a recorded vote, which shall be taken by a call of the roll.

4-11 WITHDRAWAL FROM MEETING

After a member of the Council, at any meeting thereof, has been recorded as present, he shall not, without permission of the Mayor or the presiding officer, absent himself from such meeting until its adjournment.

4-12 CONDUCT IN ADDRESSING COUNCIL

Every member of the Council shall address the presiding officer before speaking, confine himself to the question before the body and avoid all personal or indecorous language. No such member shall interrupt another while speaking except to rise to a point of order, the point to be briefly stated to the presiding officer.

4-13 PRIORITY IN SPEAKING

At Council meetings, the person first to address the chair shall speak first. When two (2) or more members speak at the same time, the presiding officer shall name the one to speak.

4-14 COMMUNICATIONS TO BE IN WRITING

No communication to the Council shall be entertained unless such communication is in writing.

4-15 MOTIONS

Every motion or proposition at a Council meeting, except such as a subsidiary or incidental, shall be in writing. When a motion is made and seconded, it shall be stated by the presiding officer before being debated. A motion or proposition may be withdrawn by the mover at any time before it is decided, amended or otherwise acted upon.

4-16 MEETINGS AND ORGANIZATION OF COMMITTEES

The members of a Committee of the ~~City~~ **Town** Council shall meet on the call of the Chairman, who shall be the first-named person on the Committee. A majority of the Committee shall constitute a quorum to do business.

4-17 COMMITTEE REPORTS

Every Committee of the ~~City~~ **Town** Council shall, unless otherwise directed, report at the next succeeding regular meeting upon the subject matter referred to it or shall show good cause why such report is not made. Every such Committee shall have authority to report on any matter proper for its consideration, though not specially referred to it. The reports of Committees shall be in writing and shall be signed by a majority of its members. The papers referred to therein as well as all written opinions in reference thereto obtained from the attorney for the town shall be returned with the report.

4-18 ACTIONS UPON CLAIMS AND FOR REMISSION OF TAXES

No claims against the Town shall be acted upon at any Council meeting, except by unanimous consent, unless the same has been considered and laid on the table for one (1) meeting. Every application for a remission of taxes shall be verified by the oath of the applicant and, without special order, shall stand referred to the next meeting.

4-19 ORDER OF BUSINESS; PLACEMENT AND APPROVAL OF ITEMS ON AGENDAS

1. At the first regular meeting of Town Council, Town Council, by majority vote of a quorum of all members of Council, shall decide upon the order of business for all regular meetings of Town Council for that upcoming calendar year. The order of business shall be reduced to writing and certified by the Mayor and Clerk of Town Council.
2. The order of business shall not be departed from except by the consent of two-thirds (2/3) of the members of the Council present and voting.
3. Items which appear under the heading "Consent Agenda items" are intended to be routine business items which are not subject to individual debate or discussion, but are, instead, voted on as a group. However, at the time the presiding officer announces that the Consent Agenda portion

of the order of business has been reached, any member of Council may request that any individual items or items may be removed from the Consent Agenda, and such item or items shall, thereafter, become the first item or items considered under the “Items for Approval” portion of the order of business.

4. At every work session meeting of the Council, the order of business shall be determined by the Mayor, or in his absence, the Vice Mayor.

B. Placement of Items on Agendas

1. The following items shall be placed on a Council Agenda for a regular meeting or work session provided they are delivered to the office of the Town Manager.

- a. Items from members of Town Boards or Commissions whose membership is appointed by the Council.
- b. Items required for decision by the Town Manager, to include citizen requests placed in writing by the citizen or by the Town Manager.
- c. Items requested by the Mayor to include citizen requests placed in writing.
- d. Items requested by at least two (2) members of Council to be placed on a work session. Items requested by a majority of Council be placed on a regular meeting. In the event of a tie the Mayor will determine the placement.
- e. Items requested from citizens who have appeared at a previous meeting of Council, and who have placed their requests in writing and asked for the matter to be considered at an upcoming meeting of Council.

C. Approval of Placement of Items on Agendas

1. The Mayor, or in his absence, the Vice Mayor approves the final regular meeting and work session agendas before publication and shall not remove any item on said agendas placed by at least (2) council members for a work session agenda or a majority of councilmembers for a regular meeting agenda.

2. No items may be placed on regular meeting or work session agendas after publication without unanimous vote from all members of Council present and voting.

OFFICERS

4-20 RIGHT OF ENTRY

Whenever any officer or employee of the Town is required or authorized by statute, the provisions of this Code or any ordinance or resolution or rules and regulations or orders issued thereunder, in order to carry out his duties thereunder, to enter any premises or vehicle for the purpose of making

an inspection thereof or of anything therein contained, such officer or employee shall have the right to enter any such premises or vehicle at any reasonable time in pursuance of such duties.

MAYOR

4-21 EXECUTIVE HEAD

The Mayor of the Town shall be the executive head of its municipal government.

4-22 CONTRACTING DEBT

The Mayor shall not at any time contract any debt or liability for the Town, but he may, as agent of the Town, after being duly authorized by the recorded vote of the majority of the Council at any regular or special meeting, contract such debt or liability.

4-23 RECOMMENDATIONS TO COUNCIL

From time to time, the Mayor shall recommend to the Council such measures as he may deem needful for the welfare of the Town.

TOWN MANAGER

4-24 (RESERVED)

4-25 BOND

The Town Manager shall give bond in such sum as the Council may deem with corporate surety to be approved by the Council; provided that such sum shall not be less than \$500,000.00; and further provided that such bond shall be for the faithful performance of the duties of the Town Manager and the Town Treasurer, provided such duties remain combined in one (1) office.

4-26 POSITION TO BE FULL-TIME; REMOVAL

The Town Manager shall devote his entire time to the business of the Town and shall be subject at all times to removal by the Council on proven charges of malfeasance, misfeasance, neglect of duty or incompetency.

4-27 GENERAL RESPONSIBILITIES AND DUTIES

A. The Town Manager shall be responsible to the Council for the proper administration of all affairs of the Town coming within the ordinances and resolutions of the Council.

B. It shall be the duty of the Town Manager to exercise supervision and control over all departments of the ~~city~~ **Town** government and to have general supervision over all public improvements, works and undertakings.

C. SOCIAL MEDIA - The Town Manager shall oversee all communication commonly referred to as “Social Media” given the following regulations:

1. The Town’s Facebook, Twitter, or other social media communications are operated by the Town under the direction of the Town Manager.
2. The Town reserves the right, at the sole discretion of the Town Manager, to change, modify, add or delete comments, photos or videos at any time. The following is a list of justifications for deletion of comments, photos or videos by the Town Manager or designee, but is not exhaustive:
 - a. Comments, photos, or videos associated with unlawful activity
 - b. Comments, photos, or videos that contain offensive or vulgar language
 - c. Comments, photos, or videos that contain personal attacks on staff, Town Council or members of the public
 - d. Comments, photos, or videos that contain commercial solicitation or advertisement.
3. The Town has the right to reproduce any pictures or videos to this site in any of its publications or websites or any other media outlets.
4. The Town shall not share information gathered through its social media with third parties for promotional purposes.
5. The views, postings, or opinions expressed through social media do not necessarily reflect those of the Town of Front Royal

4-28 DUTIES AS TOWN TREASURER

The duties of the Town Treasurer shall be combined with those of the duties of the Town Manager, effective September 1, 1971, and from that day forward the Town Manager shall have all of the power, authority, duties, obligations and responsibilities which are set forth in the Charter of the Town Treasurer.

4-29 BUDGET AND FINANCIAL ADVICE

The Town Manager shall prepare the annual budget and keep the Town Council fully advised as to its financial conditions and needs of the Town.

4-30 ATTENDANCE AT COUNCIL MEETINGS; RECOMMENDATIONS TO COUNCIL

The Town Manager shall attend all meetings of the Council and recommend to the Council for adoption such measures as he may deem expedient or necessary.

4-31 EMPLOYMENT AND DISCHARGE OF TOWN EMPLOYEES

The Town Manager shall be authorized and empowered, except as otherwise specifically provided, to employ and discharge such employees as the Council shall determine are necessary for the proper administration and conduct of the Town and its utilities.

4-32 MONTHLY FINANCIAL REPORT

The Town Manager shall make a monthly report to the Council at its regular monthly meeting of all moneys collected, the amount then due and any sums paid out.

4-33 SINKING FUND; INTEREST ON OUTSTANDING BONDS

A. The Town Manager shall, in preparing budgets for the future years for the consideration of the Council of the Town, set up a sufficient sum per year to be covered in the sinking fund of the Town to create sufficient funds in the sinking fund of the Town to retire outstanding bonds as they mature or become callable.

B. An additional amount sufficient to pay interest on outstanding bonds shall be also set up each year in the budget when made up for the consideration of the Town Council.

4-34 CONTROL OF TOWN-OWNED REAL PROPERTY

All real property owned in whole or in part by the Town shall be under the general control and supervision of the Town Council. No private person or other entity shall use or occupy any of the real property owned in whole or in part by the Town except upon the express consent of the Town Council or its designated agent, who shall be the Town Manager. Any person or entity using or occupying any real property owned by the Town without first having obtained consent therefor shall be guilty of a misdemeanor and shall be punished as provided in Section 1-15 of the Town Code.

4-35 BILLS

The Town Manager shall prepare and make prompt collection of all bills for taxes, water and sewer service and electricity and shall keep separate accounts and records of the same.

4-36 DISPOSITION OF TOWN FUNDS

The Town Manager shall deposit daily to the credit of the Town, in the depositories designated in Section 75-1 of this Code, all money collected through his office or other funds coming into his hands.

TOWN ATTORNEY

4-37 ~~ELECTION~~ APPOINTMENT

The Council shall appoint ~~elect~~ a Town Attorney ~~biennially, which Attorney shall be elected at the first regular meeting in September 1932, or as soon thereafter as practicable, for a term of two (2)~~

~~years, beginning September 1, 1932.~~ Such Attorney shall have been admitted to practice law in the courts of the state.

4-38 COMPENSATION

The salary of the Town Attorney shall be in such amount as may be fixed by the Council. When the duties of his office require his presence out of Town, his reasonable expenses shall be allowed him.

4-39 GENERAL POWERS AND DUTIES

A. The Town Attorney shall have charge, management and control of all legal matters affecting the Town and, in regard to all municipal affairs, shall be the legal advisor of the Mayor, Town Manager and Council or any Committee thereof, and when requested, he shall furnish written or verbal opinions upon any subjects involving questions of law in which the Town is interested.

B. It shall be the duty of the Town Attorney to draft all bonds, deeds, obligations, contracts, leases, conveyances, agreements and other legal instruments, of whatever nature, which may be required of him by any ordinance or order of the Council, or which, by law, usage or agreement, should be drawn by the Town. The Town Attorney shall perform such other duties as are or may be required of him for the Town by any ordinance or resolution of the Council.

4-40 SUITS, PROSECUTIONS AND DEFENSE DUTIES

It shall also be the duty of the Town Attorney to commence and prosecute all actions and suits to be brought by the Town before any tribunal in this state and to appear, defend and advocate the rights and interests of the Town or any officer of the Town in any suit or prosecution for any act in the discharge of his official duties or wherein any estate, right, privilege, ordinance or acts of the Town government may be brought in question. He shall appear before the County Court and prosecute on behalf of the Town any person or persons charged with violation of any ordinance of the Town when requested so to do by the Mayor or Town Manager. He shall also prosecute or assist in the prosecution before the Circuit Court of all appeals of criminal cases from the County Court to the Circuit Court of the County.

4-41 REPORTS TO COUNCIL

Whenever requested by the Council, the Town Attorney shall prepare and duly deliver to the Council a report showing the conditions of all cases handled by him and the conditions of all cases pending in which the Town is interested.

4-42 ACCOUNTING FOR FUNDS

The Town Attorney shall promptly account for and pay over to the Town ~~Collector~~ any and all funds belonging to the Town, collected or received by him/**her**, together with an itemized statement showing from whom received and for what accounts such money was received.

TOWN ENGINEER

4-43 APPOINTMENT; DUTIES

The Town Manager may appoint a Town Engineer who shall hold office at the pleasure of the Town Manager. He shall have control and supervision, under the direction of the Town Manager, over all public works of the town. He shall perform such other duties as may be required of him by the Town Manager or the provisions of this Code and other ordinances of the Town.

DISCLOSURE BY CERTAIN EMPLOYEES

(Adopted 12-12-83)

4-44 FILING REQUIRED

A. FILING REQUIRED: In accordance with the Code of Virginia §2.2-3115, members of every governing body, the Executive Director and members of the Economic Development Authority as created by the Industrial Development and Revenue Bond Act (§15.2-4900), persons appointed by the governing body, persons occupying such positions of employment with the governing body and specific non-salaried citizen members of local boards and commissions shall file as a condition to assuming office or employment, a disclosure statement of personal interests and other information as required annually on or before February 1st. ~~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.~~

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
- Town Attorney
- Clerk of Council
- Director of Finance

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, **pursuant to the** ~~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.

C. TRAINING: ~~Per~~ **In accordance with** Code of Virginia §2.2-3132 local elected officials and **the Executive Director and Directors of the Front Royal Economic Development Authority** 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.~~

4-45 RESERVED

PUBLIC RECORDS

(Adopted 11-26-90)

4-46 TOWN RECORDS - DEFINITION

The term "Town records" shall include all written books, papers, letters, documents, photographs, tapes, microfiche, microfilm, photostats, sound recordings, maps and other documentary materials or information in any recording medium, regardless of physical form or characteristics, including

data-processing devices and computers, which are made or received in connection with the transaction of any public business by any office or department of the Town of Front Royal.

The following described material shall not be included in the definition of town records: "Nonrecord" materials shall mean reference books and exhibit materials made or acquired and preserved solely for reference use or exhibition purposes, extra copies of documents preserved only for convenience or reference and stocks of publications.

4-47 TOWN RECORDS DECLARED PUBLIC PROPERTY

All Town records as defined in this **Article Code** are hereby declared to be the property of the Town of Front Royal. No Town official or employee shall have by virtue of his/her position any personal or property rights to such records. All custodians of Town records shall, at the expiration of his/her term of office, appointment or employment, deliver to his/her successor or, if there be none, to the Town Records Manager, all books, writings, letters, documents and other Town records in his/her possession or otherwise entrusted to his/her care.

4-48 CUSTODY AND PRESERVATION OF TOWN COUNCIL RECORDS

The Clerk of the Front Royal Town Council shall be responsible for the retention and preservation of the records of that body. The Clerk shall see to it that all such records, to include the minutes of its meetings, are accurately recorded on a durable medium and preserved in a manner which meets the requirements of Section 15.2-1412.

4-49 RECORDS MANAGEMENT PROGRAM

The Front Royal Town Manager shall develop a comprehensive Records Management Program which establishes and provides procedures for the management of Town records from their creation to their ultimate disposition. The Records Management Program shall provide for the efficient and economical creation, distribution, maintenance, use, preservation and disposition of all Town records.

4-50 RECORDS MANAGER

The Front Royal Town Manager shall designate a Records Manager for all Town records. The Records Manager shall be responsible for administering the Records Management Program and for implementing the policies and procedures established thereby.

4-51 DEPARTMENT RECORDS OFFICERS

Each department head shall designate from his/her staff personnel a Records Officer. The departmental Records Officer shall report directly to the department and shall be responsible for coordinating and implementing the Records Management Program for his/her office or department. Each Records Officer shall cooperate and work with the Town Records Manager to ensure compliance. ~~that the provisions of Part 4 are complied with by his/her respective~~

~~department. Each department Records Officer shall monitor compliance within his/her department with all provisions for the retention and disposition of Town records~~

AUXILIARY POLICE OFFICERS

(Adopted 11-14-94)

4-52 APPOINTMENT; POWER AND DUTIES

A. The Director of Public Safety is hereby authorized to appoint auxiliary police officers as he deems necessary, not to exceed the number of ten (10).

B. The Director of Public Safety, with the approval of the Town Manager, shall establish rules and regulations concerning the operation of the auxiliary police officers, including their uniforms, arms and equipment and training.

C. Persons appointed as auxiliary police officers shall be of good character. Their appointment shall be revocable at any time by the Director of Public Safety or the Town Manager.

D. The auxiliary police officers may be called into service as deemed necessary by the Director of Public Safety or, in times of public emergencies, by the Town Manager. Said auxiliary may also be called into service at such times as there are insufficient numbers of regular police officers to preserve the peace, safety and good order of the Town and at any time for the purpose of training.

E. When called into service, the auxiliary police officers shall wear the prescribed uniform and shall have all the powers and authority and all the immunities of constables at common law and shall have all of the power and authority and all of the immunities of full-time law enforcement officers if all work forces have met the training requirements established by the Department of Criminal Justice Services ~~under Section 9-170~~ **§9-1** of the Code of Virginia, 1950, as amended, or its successor statute.

F. Persons appointed as auxiliary police officers shall serve without compensation.

G. Persons appointed as auxiliary police officers may not engage in employment which may occasionally require the use of their police powers in the performance of such employment unless such employment is specifically approved by the Town Manager.

4-53 RESIDENCY OF TOWN EMPLOYEES

A. As a condition of the acceptance of employment with the Town of Front Royal, and as a condition of the continuance of such employment with the Town of Front Royal, persons holding the following positions in the Town government shall be required to become residents within the Town's corporate limits as soon as practical upon the commencement of employment and to remain residents within the Town corporate limits during the duration of their employment in such offices:

1. Town Manager

B. As a condition of the acceptance of employment with the Town of Front Royal, and as a condition of the continuance of such employment with the Town of Front Royal, persons holding the following positions in the Town government shall be required to become residents within the boundaries of Warren County as soon as practical upon the commencement of employment and to remain residents within the County during the duration of their employment in such offices:

~~1. Clerk of Council;~~

1. Chief of Police;

2. Director of ~~Electrical~~ **Energy** Services;

3. Director of Public Works/~~Utilities~~;

4. Director of Planning

~~C. As a condition of the acceptance of employment with the Town of Front Royal, and as a condition of the continuance of such employment with the Town of Front Royal, persons holding the following positions in the Town government shall be required to become residents within a thirty (30) mile radius of Town Hall as soon as practical upon the commencement of employment and to remain residents within the thirty (30) mile radius of Town Hall during the duration of their employment in such offices:~~

~~1. Director of Finance;~~

~~2. Director of Planning;~~

~~3. Director of Human Resources;~~

~~4. Town Engineer.~~

~~D.~~ **C.** If any such employee required to meet such residency described above shall, after having established such bona fide residence, cease to be a bona fide resident as required above, or if any such employee fail to become a bona fide resident as required above within the twelve-month period following the commencement of such employment, the individual's employment shall be deemed to have been voluntarily vacated.

~~E.~~ **D.** The residency requirements set forth ~~in paragraph B and C~~ above may be waived or modified by Town Council in its sole discretion, for good and acceptable cause, on a case-by- case basis, for an identifiable candidate or employee in any of the designated positions.

~~F.~~ **E.** Any person occupying a position to which the aforesaid residence requirements apply, but who prior to March 1, 2001, was not required to maintain a residence as required above, shall not, by the adoption of this section, be required to establish such a residence. Such person shall, however, be subject to the residence requirements contained herein upon promotion or re-assignment to another of the positions enumerated herein, or upon establishment of a residence, as required above subsequent to July 1, 2005.

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 _____ 2022, upon the following recorded vote:

Lori A. Cockrell ___ Yes ___ No

Gary L. Gillispie ___ Yes ___ No

Letasha T. Thompson ___ Yes ___ No

Amber F. Morris ___ Yes ___ No

Zachary Jackson ___ Yes ___ No

A public hearing on the above was held on _____, 2022 having been advertised in the Northern Virginia Daily on _____.

Approved as to form and legality:

George Sonnett, Deputy Town Attorney

Date: ____/____/____

§ 2.2-3708.3. (Effective September 1, 2022) Meetings held through electronic communication means; situations other than declared states of emergency

A. Public bodies are encouraged to (i) provide public access, both in person and through electronic communication means, to public meetings and (ii) provide avenues for public comment at public meetings when public comment is customarily received, which may include public comments made in person or by electronic communication means or other methods.

B. Individual members of a public body may use remote participation instead of attending a public meeting in person if, in advance of the public meeting, the public body has adopted a policy as described in subsection D and the member notifies the public body chair that:

1. The member has a temporary or permanent disability or other medical condition that prevents the member's physical attendance;
2. A medical condition of a member of the member's family requires the member to provide care that prevents the member's physical attendance;
3. The member's principal residence is more than 60 miles from the meeting location identified in the required notice for such meeting; or
4. The member is unable to attend the meeting due to a personal matter and identifies with specificity the nature of the personal matter. However, the member may not use remote participation due to personal matters more than two meetings per calendar year or 25 percent of the meetings held per calendar year rounded up to the next whole number, whichever is greater.

If participation by a member through electronic communication means is approved pursuant to this subsection, the public body holding the meeting shall record in its minutes the remote location from which the member participated; however, the remote location need not be open to the public and may be identified in the minutes by a general description. If participation is approved pursuant to subdivision 1 or 2, the public body shall also include in its minutes the fact that the member participated through electronic communication means due to a (i) temporary or permanent disability or other medical condition that prevented the member's physical attendance or (ii) family member's medical condition that required the member to provide care for such family member, thereby preventing the member's physical attendance. If participation is approved pursuant to subdivision 3, the public body shall also include in its minutes the fact that the member participated through electronic communication means due to the distance between the member's principal residence and the meeting location. If participation is approved pursuant to subdivision 4, the public body shall also include in its minutes the specific nature of the personal matter cited by the member.

If a member's participation from a remote location pursuant to this subsection is disapproved because such participation would violate the policy adopted pursuant to subsection D, such

disapproval shall be recorded in the minutes with specificity.

C. With the exception of local governing bodies, local school boards, planning commissions, architectural review boards, zoning appeals boards, and boards with the authority to deny, revoke, or suspend a professional or occupational license, any public body may hold all-virtual public meetings, provided that the public body follows the other requirements in this chapter for meetings, the public body has adopted a policy as described in subsection D, and:

1. An indication of whether the meeting will be an in-person or all-virtual public meeting is included in the required meeting notice along with a statement notifying the public that the method by which a public body chooses to meet shall not be changed unless the public body provides a new meeting notice in accordance with the provisions of § 2.2-3707;
2. Public access to the all-virtual public meeting is provided via electronic communication means;
3. The electronic communication means used allows the public to hear all members of the public body participating in the all-virtual public meeting and, when audio-visual technology is available, to see the members of the public body as well;
4. A phone number or other live contact information is provided to alert the public body if the audio or video transmission of the meeting provided by the public body fails, the public body monitors such designated means of communication during the meeting, and the public body takes a recess until public access is restored if the transmission fails for the public;
5. A copy of the proposed agenda and all agenda packets and, unless exempt, all materials furnished to members of a public body for a meeting is made available to the public in electronic format at the same time that such materials are provided to members of the public body;
6. The public is afforded the opportunity to comment through electronic means, including by way of written comments, at those public meetings when public comment is customarily received;
7. No more than two members of the public body are together in any one remote location unless that remote location is open to the public to physically access it;
8. If a closed session is held during an all-virtual public meeting, transmission of the meeting to the public resumes before the public body votes to certify the closed meeting as required by subsection D of § 2.2-3712;
9. The public body does not convene an all-virtual public meeting (i) more than two times per calendar year or 25 percent of the meetings held per calendar year rounded up to the next whole number, whichever is greater, or (ii) consecutively with another all-virtual public meeting; and
10. Minutes of all-virtual public meetings held by electronic communication means are taken as required by § 2.2-3707 and include the fact that the meeting was held by electronic communication means and the type of electronic communication means by which the meeting was held. If a member's participation from a remote location pursuant to this subsection is disapproved because such participation would violate the policy adopted pursuant to subsection D, such disapproval shall be recorded in the minutes with specificity.

D. Before a public body uses all-virtual public meetings as described in subsection C or allows members to use remote participation as described in subsection B, the public body shall first

adopt a policy, by recorded vote at a public meeting, that shall be applied strictly and uniformly, without exception, to the entire membership and without regard to the identity of the member requesting remote participation or the matters that will be considered or voted on at the meeting. The policy shall:

1. Describe the circumstances under which an all-virtual public meeting and remote participation will be allowed and the process the public body will use for making requests to use remote participation, approving or denying such requests, and creating a record of such requests; and
2. Fix the number of times remote participation for personal matters or all-virtual public meetings can be used per calendar year, not to exceed the limitations set forth in subdivisions B 4 and C 9.

Any public body that creates a committee, subcommittee, or other entity however designated of the public body to perform delegated functions of the public body or to advise the public body may also adopt a policy on behalf of its committee, subcommittee, or other entity that shall apply to the committee, subcommittee, or other entity's use of individual remote participation and all-virtual public meetings.

2022, c. [597](#).

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

§ 2.2-3701. (Effective September 1, 2022) Definitions.

As used in this chapter, unless the context requires a different meaning:

"All-virtual public meeting" means a public meeting (i) conducted by a public body, other than those excepted pursuant to subsection C of § [2.2-3708.3](#), using electronic communication means, (ii) during which all members of the public body who participate do so remotely rather than being assembled in one physical location, and (iii) to which public access is provided through electronic communication means.

"Closed meeting" means a meeting from which the public is excluded.

"Electronic communication" means the use of technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities to transmit or receive information.

"Emergency" means an unforeseen circumstance rendering the notice required by this chapter impossible or impracticable and which circumstance requires immediate action.

"Information," as used in the exclusions established by §§ [2.2-3705.1](#) through [2.2-3705.7](#), means the content within a public record that references a specifically identified subject matter, and shall not be interpreted to require the production of information that is not embodied in a public record.

"Meeting" or "meetings" means the meetings including work sessions, **when sitting physically,** or through electronic communication means pursuant to § [2.2-3708.2](#) or [2.2-3708.3](#), as a body or entity, or as an informal assemblage of (i) as many as three members or (ii) a quorum, if less than three, of the constituent membership, wherever held, with or without minutes being taken, whether or not votes are cast, of any public body. Neither the gathering of employees of a public body nor the gathering or attendance of two or more members of a public body (a) at any place or function where no part of the purpose of such gathering or attendance is the discussion or transaction of any public business, and such gathering or attendance was not called or prearranged with any purpose of discussing or transacting any business of the public body, or (b) at a public forum, candidate appearance, or debate, the purpose of which is to inform the electorate and not to transact public business or to hold discussions relating to the transaction of public business, even though the performance of the members individually or collectively in the conduct of public business may be a topic of discussion or debate at such public meeting, shall be deemed a "meeting" subject to the provisions of this chapter.

"Official public government website" means any Internet site controlled by a public body and used, among any other purposes, to post required notices and other content pursuant to this chapter on behalf of the public body.

"Open meeting" or "public meeting" means a meeting at which the public may be present.

"Public body" means any legislative body, authority, board, bureau, commission, district, or agency of the Commonwealth or of any political subdivision of the Commonwealth, including counties, cities, and towns, municipal councils, governing bodies of counties, school boards, and planning commissions; governing boards of public institutions of higher education; and other organizations, corporations, or agencies in the Commonwealth supported wholly or principally by public funds. It shall include (i) the Virginia Birth-Related Neurological Injury Compensation

Program and its board of directors established pursuant to Chapter 50 (§ [38.2-5000](#) et seq.) of Title 38.2 and (ii) any committee, subcommittee, or other entity however designated of the public body created to perform delegated functions of the public body or to advise the public body. It shall not exclude any such committee, subcommittee, or entity because it has private sector or citizen members. Corporations organized by the Virginia Retirement System are "public bodies" for purposes of this chapter.

For the purposes of the provisions of this chapter applicable to access to public records, constitutional officers and private police departments as defined in § [9.1-101](#) shall be considered public bodies and, except as otherwise expressly provided by law, shall have the same obligations to disclose public records as other custodians of public records.

"Public records" means all writings and recordings that consist of letters, words, or numbers, or their equivalent, set down by handwriting, typewriting, printing, photostating, photography, magnetic impulse, optical or magneto-optical form, mechanical or electronic recording, or other form of data compilation, however stored, and regardless of physical form or characteristics, prepared or owned by, or in the possession of a public body or its officers, employees, or agents in the transaction of public business.

"Regional public body" means a unit of government organized as provided by law within defined boundaries, as determined by the General Assembly, which unit includes two or more localities.

"Remote participation" means participation by an individual member of a public body by electronic communication means in a public meeting where a quorum of the public body is otherwise physically assembled.

"Scholastic records" means those records containing information directly related to a student or an applicant for admission and maintained by a public body that is an educational agency or institution or by a person acting for such agency or institution.

"Trade secret" means the same as that term is defined in the Uniform Trade Secrets Act (§ [59.1-336](#) et seq.).

1968, c. 479, § 2.1-341; 1970, c. 456; 1974, c. 332; 1975, c. 307; 1977, c. 677; 1978, cc. 573, 826; 1979, cc. 369, 687; 1980, c. 754; 1984, c. 252; 1989, c. 358; 1990, c. 538; 1993, cc. 270, 720; 1994, cc. [845](#), [931](#); 1996, c. [609](#); 1997, c. [641](#); 1999, cc. [703](#), [726](#); 2001, c. [844](#); 2002, c. [393](#); 2003, c. [897](#); 2007, c. [945](#); 2008, cc. [233](#), [789](#); 2010, c. [706](#); 2011, c. [242](#); 2015, cc. [131](#), [195](#), [224](#); 2016, cc. [620](#), [716](#); 2017, cc. [616](#), [778](#); 2018, cc. [54](#), [55](#); 2019, c. [358](#); 2022, cc. [325](#), [597](#).



Work Session Agenda Statement

Item #03A

Meeting Date: September 12, 2022

Agenda Item: FY23 Budget Amendment for Virginia Tourism Grant

Summary: Council is requested to approve a FY23 Budget Amendment in the amount of \$19,976.19 to receive funds from the Virginia Tourism Corporation and allocate the funds received to Discover Front Royal.

The Town will remit payment to Discover Front Royal once Discover Front Royal is established as a 501C-6 nonprofit organization and has set up a bank account.

Budget/Funding:

1000-3310010	General Fund Revenue Grant Proceeds	\$19,976.19
1205-47017	Office of Tourism – Tourism Development	\$19,976.19

Staff Recommendation: Staff recommends approving as presented and place on the Consent Agenda for the September 26th Regular Council Meeting Agenda.



Town of Front Royal Tourism

MEMORANDUM

TO: BJ Wilson, Director of Finance

FROM: Elizabeth Lewis, Special Events & Public Arts Coordinator

DATE: August 22, 2022

SUBJECT: Virginia Tourism Corporation Payment transfer to Discover Front Royal

Discover Front Royal (DFR) applied for and received grant funding from Virginia Tourism Corporation (VTC) in the amount of \$19,976.19. As the Destination Marketing Organization (DMO) of record with VTC, the check for their grant was written and sent to the Town of Front Royal. This award needs to be given to DFR in full, as it's their grant, not the Town's. The money needs to be held by the Town until the bank account can be established by DFR's new 501(c)6 organization, likely by end of August 2022.

Staff Recommendation: Town deposits the amount into an account to be re-distributed to Discover Front Royal upon approval of the transfer from Town Council. The money was never "ours" in the first place, so it isn't a budget concern. Moving forward, DFR will apply and receive their own DMO designation with VTC, so this won't be a recurring issue.

If you have any questions or need any further information, please contact me at 540-631-3627 or via email elewis@frontroyalva.com.

Thank You.



Work Session Agenda Statement

Item #03B

Meeting Date: September 12, 2022

Agenda Item: FY23 Budget Amendment for Highway Safety Program

Summary: Council is requested to approve a FY23 Budget Amendment in the amount of \$23,494 to increase FY23 budgeted revenues to receive funds from the Virginia Department of Motor Vehicles and allocate \$23,494 to reimburse for over-time funds used for specific speed and impaired driving enforcement operations.

Budget/Funding:	1000-3310010	General Fund Grant Proceeds	\$23,494
	3102-41002	Police Patrol Overtime	\$23,494

Staff Recommendation: Staff recommends approving as presented and place on the Consent Agenda for the September 26th Regular Council Meeting Agenda.

HIGHWAY SAFETY GRANT AGREEMENT

Purpose: Virginia's Highway Safety Program Subrecipients use this form to certify and assure that they will fully comply with all terms of the Highway Safety Grant Agreement.

Instructions: Subrecipients must read the contract, complete all applicable information on the first and last page, initial and date the subsequent pages, and return all pages to the Department of Motor Vehicles.

This Highway Safety Grant Agreement is entered into between the Virginia Department of Motor Vehicles (hereinafter "Department"), 2300 West Broad Street, Richmond, Virginia 23220, and the following:

Subrecipient: Front Royal Town	Federal Award Identification Number (FAIN): 69A37522300001540VAA
Project Title: Selective Enforcement - Alcohol	Project Number: ENF_AL-2023-53044-23044
Assistance Listing Number (ALN): 20.607 ALN Name: Alcohol Open Container Requirements	Grant Award Amount: \$ 13,408.00 Federal Funds Obligated: \$ 13,408.00 Total Federal Funds Obligated: \$ 13,408.00
Period of Performance: From October 1, 2022, or the date the Highway Safety Grant Agreement is signed by the Director, Virginia Highway Safety Office (whichever is later) through September 30, 2023. Allow 21 days for the Department to complete its review and signature. FINAL VOUCHER IS DUE ON OR BEFORE NOVEMBER 5, 2023.	Source of funds obligated to this award: U.S. Department of Transportation National Highway Traffic Safety Administration (NHTSA) Date of Award Letter from NHTSA: September 30, 2022

In performing its responsibilities under this Highway Safety Grant Agreement, the Subrecipient certifies and assures that it will fully comply with the following:

- Applicable Department regulations and policies and State and Federal laws, regulations, and policies
- Statement of Work and Special Conditions and an Approved Budget, included with this Highway Safety Grant Agreement
- General Terms and Conditions, also included with this Highway Safety Grant Agreement

Subrecipient's signature below indicates that the Subrecipient has read, understands and agrees to fully comply with all terms and conditions of this Highway Safety Grant Agreement without alteration. This Highway Safety Grant Agreement (hereinafter referred to as "Grant Agreement"), consisting of this certification, the attached Statement of Work and Special Conditions, the attached General Terms and Conditions, the attached Project Budget, the Subrecipient's proposal and the letter awarding the grant to the Subrecipient constitutes the entire agreement between the Department and the Subrecipient, supersedes any prior oral or written agreement between the parties and may not be modified except by written agreement as provided herein. Where any conflict arises between terms, the following is the order of governance of one term over another: (1) applicable Department regulations and policies, except where superseded by Federal laws, regulations, or policies; (2) applicable State laws, regulations, and policies, except where superseded by Federal laws, regulations, or policies; (3) applicable Federal laws, regulations, and policies; (4) Statement of Work and Special Conditions; (5) General Terms and Conditions; (6) Project Budget; (7) Subrecipient's proposal; and (8) grant award letter. **Subrecipient certifies that this grant does not include research and development.**

SIGNATURES OF AUTHORIZED APPROVING OFFICIALS

For Subrecipient:

Jason A. Ryan - Captain
Name and Title of Project Director (print)

[Signature] 8/29/22
Signature Date

Subrecipient's UEI Number N7VQXJM58JPG
Does your locality/legal entity expend \$750,000 or more annually in total federal funds? (check one) ☐ Yes ☒ No

Kathleen R. Leitch, Interim Town Manager
Name and Title of Authorized Approving Official (print)

[Signature] 8/30/22
Signature Date

For Virginia Department of Motor Vehicles:

John Saunders
Director, Virginia Highway Safety Office (print)

Signature Date



Department of Motor Vehicles
Grant Budget Lines

Date Run: 18-JUL-2022

ENF_AL-2023 - 53044 - 23044 - Front Royal
Town

PM: Doug Stader

Project Director Initials JS

Date 8/29/22

Category	Line Item Desc	Qty	Individual Cost	Total Cost	Fed Fund Amount	Matching Funds
Personnel	250 Overtime selective enforcement Hours	1	12,607.50	12,607.50	12,608.00	0.00
Training / Travel	1- DMV approved training	1	800.00	800.00	800.00	0.00
Matching Funds	Fuel and Maintenance	1	6,704.00	6,704.00	0.00	6,704.00
			Total:	20,111.50	13,408.00	6,704.00

Subrecipient Name: FRONT ROYAL TOWN Project #: ENF-AL-2023-53044-23044

STATEMENT OF WORK AND SPECIAL CONDITIONS

1. Goals and Specific Program Elements. The goals and specific program elements of the subrecipient's proposal are incorporated as the first item in this Statement of Work and Special Conditions.

a. List Specific Program Elements:

For October 1, 2022 through December 31, 2022

Estimated 66 number of overtime hours to be used

Estimated 0 number of checkpoints

Estimated 8 number of saturation/individual patrols

For January 1, 2023 through March 31, 2023

Estimated 60 number of overtime hours to be used

Estimated 0 number of checkpoints

Estimated 8 number of saturation/individual patrols

For April 1, 2023 through June 30, 2023

Estimated 62 number of overtime hours to be used

Estimated 0 number of checkpoints

Estimated 8 number of saturation/individual patrols

For July 1, 2023 through September 30, 2023

Estimated 62 number of overtime hours to be used

Estimated 0 number of checkpoints

Estimated 8 number of saturation/individual patrols

- b. To conduct a minimum of 0 checkpoints and/or 1 saturation/individual patrols during the mandatory national Click It or Ticket Mobilization period in November 2022 and May 2023. Pre and post survey will be required. Mobilization data must be entered into TREDs (Traffic Records Electronic Data System).
- c. To conduct a minimum of 0 checkpoints and/or 1 saturation patrols for the mandatory Drive Sober or Get Pulled Over (DSOGPO) Mobilizations periods in December 2022 and August 2023. Mobilization data must be entered into TREDs.
- d. To have 0 (number) sworn officers attend 0 (number) DMV approved traffic safety-related training events (e.g., DUI Conference, Virginia Highway Safety Summit, Field Sobriety Testing).
- e. Increase number of breath testing units in active use from N/A to N/A. (If approved, all units must be ordered by December 31, 2022 and put in service by March 31, 2023.)

Project Director _____

[Signature]
Initial

8/29/22
Date

Subrecipient Name: FRONT ROYAL TOWN Project #: ENF-AL-2023-53044-
23044

2. The subrecipient must contribute to the overall State Highway Safety Plan goals:

a. **ALCOHOL**

STATEWIDE GOAL: Reduce alcohol impaired driving fatalities 4 percent from 249 to 239 by December 31, 2023.

AGENCY GOAL:

Check the box or boxes that apply for your agency goal and complete.

☐ To reduce alcohol-impaired driving fatalities from _____ to _____ and reduce serious alcohol-related injuries from _____ to _____ by December 31, 2023.

☐ To maintain **0** alcohol-related fatalities and/or **0** serious alcohol-related injuries.

☒ To assist Warren (county/city) in reducing overall alcohol fatalities and serious alcohol-related injuries. (To be used by towns that do not have any fatalities and/or serious injuries.)

b. Subrecipient must participate in Drive Sober or Get Pulled Over (DSOGPO) Mobilizations (December 2022 and August 2023) and enter selective enforcement data electronically through TREDs.

c. Subrecipient must participate in the national Click It or Ticket (CIOT) activities (November 2022 and May 2023) to include pre and post seatbelt surveys and submit selective enforcement and survey data electronically through TREDs.

d. BASED ON **ALCOHOL-RELATED** CRASH DATA (using crash data from VAHSO or other approved local crash information):

60 percent of alcohol selective enforcement activities are to be conducted

between the hours of 6am - 6am

with special emphasis on the following days of the week: Fri, Sat, Sun, Mon, Wed

The remaining 40 percent of selective enforcement hours may be scheduled during other DMV approved identified high-crash time periods.

e. Monitor agency goal and statewide goal quarterly to determine if project efforts are being effective or if adjustments are needed. If adjustments are needed to address the current needs contact assigned Project Monitor.

f. Enforcement is to be conducted using data-identified problem locations.

g. Reimbursement vouchers will be submitted _____ monthly or X quarterly. Only check one option and this option will be effective for the entire FY2023 grant year.

h. To assist with educational highway safety messaging with posting at least 1 highway safety message(s) per quarter on agency social media platform or agency website.

i. Grant-funded equipment must be ordered by December 31, 2022 and put in service by March 31, 2023. Documentation concerning use must be maintained.

j. Subrecipient must submit a completed monitoring report (TSS 14-A) to their DMV Project Monitor by specific assigned dates.

k. Subrecipient must attend all mandatory DMV grant-related trainings.

Project Director [Signature]
Initial

8/29/22
Date

HIGHWAY SAFETY GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

1. **Purpose and Background.** The Virginia Department of Motor Vehicles ("Department") is awarding this grant to support the implementation of highway safety projects by State, local, non-profit, and higher education partnerships. Funds are made available for projects that: (1) support statewide goals; (2) identify problems experienced by High Emphasis Communities, which are jurisdictions with the highest crash severity problem; (3) creatively incorporate alcohol awareness and occupant protection safety; (4) are innovative with potential statewide application or ability to transfer to other jurisdictions; and (5) have statewide significance and address the Federal program areas under 23 U.S.C. (United States Code), Chapter 4: Highway Safety and 23 U.S.C. 154 (Section 154).
2. **Paid Media.** Grants consisting of \$100,000 or more in paid media funds will be required to perform pre- and post-surveys during the Period of Performance. The level of assessment is based on the cost of a paid advertising campaign as follows:
 - A. **Level 1, for a paid advertising campaign of up to \$100,000:**

At a minimum, an assessment must measure and document audience exposure to paid advertised messages and the number of airings or print ads devoted to each announcement. The size of the audience needs to be estimated using a source appropriate for the medium used, such as Arbitron or Nielsen ratings for radio and TV. More specifically, all paid advertising for which the State or Subrecipient used 154, 402 and 405 funds must include documentation stating how many paid airings or print ads occurred and the size of the audience reached. Include the number of free airings or print ads that occurred and the size of the audience reached.
 - B. **Level 2, for a paid advertising campaign greater than \$100,000:**

In addition to providing the above Level 1 documentation, a more extensive assessment is required to measure target audience reaction. One or more of the activities in the following list may be used to assess how the target audience's knowledge, attitude, or actions were affected by the message(s):

 1. Mail surveys;
 2. Telephone surveys;
 3. Focus groups;
 4. Mall intercept interviews;
 5. Direct mailings;
 6. Call-in centers;
 7. Newspaper polls;
 8. Household interviews;
 9. Before and after approach, which compares system status before and after the introduction of the message; and
 10. Control region approach, which relates one study site exposed to the message to a similar site that is not exposed to the message.
3. **Equipment.** Costs for equipment are allowable under specified conditions. Costs for new and replacement equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more must be pre-approved before Subrecipient purchases the equipment. Such approval shall be obtained by the Department from the National Highway Traffic Safety Administration (NHTSA) regional manager in writing, and Subrecipient will be notified by the Department when this approval has been secured. Federal government requirements mandate that the Department maintain an accurate accounting and inventory of all equipment purchased using Federal funds, and Subrecipient shall comply with applicable reporting requirements that may be specified in the Highway Safety Policy and Procedures Manual and amendments thereto.

Subrecipient must request advance, written approval from the Department and NHTSA to sell, transfer or dispose of any and all non-expendable equipment purchased in whole or in part with the use of Federal highway safety funds. Disposition of funds from the sale of equipment to another entity must be agreed upon by the Department and Subrecipient and approved by NHTSA and the

Project Director's Initials *JD* Date 8-29-22

Department. In the event of a conflict between this section, 2 CFR (Code of Federal Regulations) Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Sections 200.313 and 200.439, 2 CFR Part 1300 (Uniform Procedures for State Highway Safety Grant Programs) Section 1300.31, and 2 CFR Part 1201 (Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) Section 1201.313, the provisions of the applicable CFR control, except where inconsistent with statute.

4. Reports and Deliverables. Quarterly Progress and Monitor Reports shall be provided to the Department by the dates indicated:

January 31, April 30, July 31, and November 5.

Each Progress and Monitor Report shall address Subrecipient's progress in fulfilling items listed in the Statement of Work and Special Conditions, including funded elements of Subrecipient's proposal. These reports should include the findings from the evaluation component of the proposal and should indicate the criteria and methods by which the progress of the initiative has been evaluated. The format for Progress and Monitor Reports will be provided to Subrecipient, but, at a minimum, will require an assessment of the program's plan with actual accomplishments during the past quarter, partnership involvement and satisfaction, expected follow-up, changes/problems with the plan and how they will be addressed, a financial summary of expenditures for the reporting period and planned accomplishments during the next quarter. The final Progress and Monitor Report shall include a comprehensive, detailed report of all grant activities conducted during the full grant performance period, including a final summary of expenditures.

Monitoring. The Department shall, throughout the Period of Performance under this Grant Agreement and any extension of the program which is the subject of the Grant Agreement, monitor and evaluate the events, activities and tasks performed in connection with the program to include financial feasibility and progress of the grant and Subrecipient's continuing fiscal responsibility and compliance with applicable requirements and the terms and conditions of this Grant Agreement. Such monitoring and evaluation shall not in any manner relieve or waive any obligations of Subrecipient under this Grant Agreement or pursuant to applicable State and Federal law, regulations or rules. Any representation to the contrary by Subrecipient to any third party is strictly prohibited and may be grounds for the termination of this Grant Agreement by the Department.

5. Single Audit. A Subrecipient expending \$750,000 or more in Federal awards (single or multiple awards) in a year is required to obtain an annual audit in accordance with the Single Audit Act (Public Law 98-502) and subsequent amendments (refer to 2 CFR Part 200 and 2 CFR Part 1201), and the American Institute of Certified Public Accountants' (AICPA) Statement on Auditing Standards (SAS) 99, *Consideration of Fraud in a Financial Statement Audit*. The audit report must be submitted to DMV **no later than nine months after Subrecipient's fiscal year end date** unless a Federal extension is granted. If an extension is granted, the due date will be extended based on the information provided in the Federal language. Subrecipient is encouraged to submit their audit report to the Federal Audit Clearinghouse (FAC) at <http://harvester.census.gov/sac/>. Failure to meet the single audit requirements could result in your entity having to repay grant monies and/or losing access to future Federal funding.

The State auditor may conduct an audit or investigation of any entity receiving funds from the Department, either directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. Acceptance of funds directly or indirectly under the Grant Agreement constitutes acceptance of the authority of the State auditor to conduct an audit or investigation in connection with those funds. In the event an audit reveals unallowable expenditures, Subrecipient will be responsible for repayment to the Department of such unallowable expenditures.

6. Closeout. Subrecipient is required to submit final requests for reimbursements and final Progress Reports according to the schedule identified in this Grant Agreement. Requests for reimbursements submitted after **November 5** will be denied.

Project Director's Initials ASG Date 8/29/22

Article 1. COMPLIANCE WITH LAWS

Subrecipient shall comply with all Federal, State, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Grant Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subrecipient shall furnish the Department with satisfactory proof of its compliance therewith.

Article 2. STANDARD ASSURANCES

Subrecipient hereby assures and certifies that it will comply with all applicable laws, regulations, policies, guidelines, and requirements, including 23 USC Chapter 4: Highway Safety; 2 CFR Part 200 and 2 CFR Part 1201; 23 CFR Part 1300; the Federal Highway Safety Grant Funding Guidance (Revised 2013); and the Guidelines for the Submission of Highway Safety Grant Applications, as they relate to the application, acceptance, and use of Federal or State funds for this project. Also, Subrecipient assures and certifies that:

- A. It possesses legal authority to apply for the grant and that a resolution, motion, or similar action has been duly adopted or passed as an official act of Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized approving official of Subrecipient to act in connection with the application and to provide such additional information as may be required.
- B. It will comply with the Federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- C. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- D. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- E. It will comply with the Virginia State and Local Government Conflict of Interests Act, Va. Code §§ 2.2-3100 et seq., which defines and prohibits inappropriate conflicts and requires disclosure of economic interests and is applicable to all State and local government officers and employees.
- F. It will give the Department the access to and the right to examine all records, books, papers, or documents related to the Grant Agreement.
- G. It will ensure that all public records prepared or owned by, or in the possession of, the applicant relative to this project shall be open to inspection and copying by any citizens of the Commonwealth during regular office hours in accordance with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., unless otherwise specifically provided by law.
- H. If applicable, it will comply with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., which require all meetings of public bodies to be open and every public body to give notice of its meetings and to record minutes at all open meetings.

Article 3. GRANT AWARD COMPENSATION

- A. The method of payment for the Grant Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Grant Agreement. The amount stated in the Project Budget will be deemed to be the amount of the award to Subrecipient.
- B. Reimbursement for travel costs shall be subject to the requirements and limitations set forth in the State Travel Regulations established by the Virginia Department of Accounts.
- C. All payments will be made in accordance with the terms of the Grant Agreement.

Project Director's Initials *JMT* Date 8/29/22

The maximum amount eligible for reimbursement shall not be increased above the total amount stated in the Project, unless the Grant Agreement is amended as described in Article 5, Amendments and Modifications to Grant Agreement.

- D. To be eligible for reimbursement under the Grant Agreement, a cost must have been incurred in accordance with the Grant Agreement, within the time frame specified in the Period of Performance as stated in the Grant Agreement, attributable to work covered by the Grant Agreement, and which has been completed in a manner satisfactory and acceptable to the Department. Reimbursement is available only for costs that have been paid by Subrecipient. Under no circumstance will the Department provide up-front payments for costs not incurred and paid by Subrecipient.
- Costs related to contractual fees require additional documentation in order to be eligible for reimbursement. Subrecipient must submit a copy of each contract, memorandum of understanding/agreement, rental/lease agreement prior to implementing the contract activity and allow sufficient time (minimum of three (3) weeks) for review and approval to ensure that services and products being provided are allowable expenses attributable to work covered by the Grant Agreement.
- E. For states, local governments, and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.474 Travel costs). Refer to § 200.444 for more information on unallowable general costs of government.
- F. Per 2 CFR § 200.430 the rate law enforcement agencies pay for grant-funded overtime enforcement activities must be the same as the rate they pay for agency-funded overtime enforcement. Compensation must be paid in a manner consistent with the written policies of the employing entity, as long as it does not contradict 2 CFR Part 200.
- G. Payment of costs incurred under the Grant Agreement is further governed by 2 CFR Part 200 and 2 CFR Part 1201.
- H. For nonprofit organizations, Subrecipient must provide the most recent Form 990 (Return of Organization Exempt for Income Tax) submitted to IRS. Subrecipient must provide documentation of yearly salary or hourly pay and any other compensation, including fringe benefits, for each employee/position for which Subrecipient seeks reimbursement. Documentation of pay must be provided through a certified letter from the organization's Board Chair or President. Form 990 and the certified letter must be submitted with Subrecipient's signed Grant Agreement. Requests for compensation for pay raises, bonuses, and staff changes must be made in writing via email to the Department. The Department will review such requests and determine approval for reimbursement. The Department reserves the right to deny increased reimbursement for raises, bonuses, and staff changes.
- I. Subrecipient may request an Indirect Cost Rate for grants that are not enforcement related. Subrecipient must submit a copy of their Federally negotiated indirect cost rate. A non-federal Subrecipient that does not have a current Federally negotiated indirect cost rate, may submit a letter requesting a de minimis indirect cost rate of 10% of modified total direct costs which may be used indefinitely (2 CFR § 200.414(f)). Payment for indirect costs will not be made until the aforementioned documents have been received by the Department.
- Indirect cost references and information can be found in various parts of 2 CFR Part 200.
- I. Subrecipient will provide a monetary and/or in-kind match to the funded proposal. The required matching percentage of the project cost will be determined by the Department. Grant funds may not be used before Subrecipient can demonstrate that funds for the corresponding portion of the matching requirement have been received by Subrecipient. **A match report and supporting documentation must be submitted with each reimbursement voucher; Subrecipient must also keep documentation related to matching funds in their project file.**
- J. Subrecipient agrees to submit Requests for Reimbursement on a **quarterly basis or no more than one request per month**, as outlined in the Highway Safety Policy and Procedures Manual. The original Request for Reimbursement, with the appropriate supporting documentation, must be submitted to the DMV Grants Management Office. Subrecipient agrees to submit the final

Project Director's Initials *JH* Date 8/29/22

Request for Reimbursement under the Grant Agreement within thirty-five (35) days of the end of the Period of Performance or **November 5**.

All grant funds must be encumbered by the end of the Period of Performance (**September 30**), complete with supporting invoices. At the end of the Period of Performance, any unexpended or unobligated funds shall no longer be available to Subrecipient. In no case shall Subrecipient be reimbursed for expenses incurred prior to the beginning or after the end of the Period of Performance.

- K. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
- L. Grant Agreements supported with Federal or State funds are limited to the length of the Period of Performance specified in the Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, Subrecipient may apply for funding assistance beyond the initial Period of Performance. Preference for funding will be given to those projects for which Subrecipient has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.
- M. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, including this Grant Agreement, Subrecipient shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds provided for the project or program.

Article 4. LIMITATION OF LIABILITY

Payment of costs incurred hereunder is contingent upon the availability of appropriated funds. If, at any time during the Period of Performance, the Department determines that there is insufficient funding to continue the project, the Department shall so notify Subrecipient, giving notice of intent to terminate the Grant Agreement, as specified in Article 12, Suspension or Termination.

Article 5. AMENDMENTS AND MODIFICATIONS TO GRANT AGREEMENT

The Grant Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment form designated by the Department. Any amendment must be executed by the parties within the Period of Performance specified in the Grant Agreement. Any proposed modifications or amendments to this Grant Agreement as defined in Article 6, Additional Work and Changes in Work, including the waiver of any provisions herein, must be submitted to the Department in writing and approved as herein prescribed prior to Subrecipient's implementation of the proposed modification or amendment.

Any alterations, additions, or deletions to the Grant Agreement that are required by changes in Federal or State laws, regulations or directives are automatically incorporated on the date designated by the law, regulation or directive.

The Department may unilaterally modify this Grant Agreement to de-obligate funds not obligated by Subrecipient as of the close of the Period of Performance specified in this Grant Agreement. In addition, the Department may de-obligate funds in the event of termination of the Grant Agreement pursuant to Article 12, Suspension or Termination.

Article 6. ADDITIONAL WORK AND CHANGES IN WORK

If Subrecipient is of the opinion that any assigned work is beyond the scope of the Grant Agreement and constitutes additional work, Subrecipient shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise Subrecipient and a written amendment to the Grant Agreement will be executed according to Article 5, Amendments and Modifications to Grant Agreement, to provide compensation for doing this work on the

Project Director's Initials ATL Date 8/29/22

same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If Subrecipient has submitted work in accordance with the terms of the Grant Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Grant Agreement, Subrecipient shall make such revisions as requested and directed by the Department. This will be considered additional work and will be paid for as specified in this Article.

If Subrecipient submits work that does not comply with the terms of the Grant Agreement, the Department shall instruct Subrecipient to make such revisions as are necessary to bring the work into compliance with the Grant Agreement. No additional compensation shall be paid for this work.

Subrecipient shall make revisions to the work authorized in the Grant Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by Subrecipient or any costs incurred by Subrecipient relating to additional work not directly associated with or prior to the execution of an amendment.

Article 7. REPORTING AND NOTIFICATIONS

Subrecipient shall submit performance reports using forms provided and approved by the Department as outlined in the Statement of Work and Special Conditions, Section 4, Reports and Deliverables.

Subrecipient shall promptly advise the Department in writing of events that will have a significant impact upon the Grant Agreement, including:

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subrecipient personnel that will materially affect Subrecipient's ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or Federal assistance needed to resolve the situation.
- B. Favorable developments or events that enable Subrecipient to meet time schedules and objectives earlier than anticipated or to accomplish greater performance measure output than originally projected.

Article 8. RECORDS

Subrecipient agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, and Subrecipient shall make such records available at its office for the time period specified in the Grant Agreement. Subrecipient further agrees to retain such records for three (3) years from the date of final payment under the Grant Agreement, until completion of all audits, or until any pending litigation has been completely and fully resolved, whichever occurs last.

Any representative of the U.S. Secretary of Transportation, the Comptroller General of the United States, the General Accounting Office, the Virginia Office of the Secretary of Transportation, the Virginia Department of Motor Vehicles, the Virginia State Comptroller or the Virginia Auditor of Public Accounts shall have access to and the right to examine any and all books, documents, papers and other records (including computer records) of Subrecipient that are related to this Grant Agreement, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Subrecipient's personnel and program participants for the purpose of conducting interviews and discussions related to such documents. The Department's right to such access shall last as long as the records are retained as required under this Grant Agreement.

Article 9. CONFIDENTIALITY

Distribution of privileged information, as described at Va. Code § 46.2-208, to any third party is prohibited unless specifically provided for in this Agreement. If dissemination to a third party is allowed,

Project Director's Initials *JLB* Date *8/29/22*

Subrecipient shall only disseminate privileged information to third parties subject to the original purpose specified in this Agreement and consistent with Title 46.2 of the Code of Virginia. If Subrecipient is a federal, state, or local governmental entity, local government group self-insurance pool, law-enforcement officer, attorney for the Commonwealth, or court, or the authorized agent of any of the foregoing, Subrecipient certifies, by execution of this Agreement, that the information obtained will not be used for civil immigration purposes or knowingly disseminated to any third party for any purpose related to civil immigration enforcement.

Article 10. INDEMNIFICATION

Subrecipient, if other than a government entity, agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the acts or omission of Subrecipient, its officers, agents or employees. Subrecipient, if other than a government entity, further agrees to indemnify and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any costs including, but not limited to, attorney fees and court costs, incurred by the Department in connection with any such claims or actions.

If Subrecipient is a government entity, both parties to the Grant Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 11. DISPUTES AND REMEDIES

Subrecipient shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by Subrecipient in support of Grant Agreement work.

Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Director of the Virginia Highway Safety Office or his or her designee acting as final referee.

Article 12. SUSPENSION OR TERMINATION

The Department may suspend or terminate the Grant Agreement, in whole or in part, for cause if Subrecipient fails to fulfill its obligations under the Grant Agreement; fails to comply with any applicable Department policy or procedure or any applicable Federal, State or local law, regulation or policy; or fails to correct a violation of any such law, regulation, policy or procedure. This does not limit any other suspension or termination rights that the Department may have under State or Federal laws, regulations or policies.

The Grant Agreement shall remain in effect until Subrecipient has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- A. The Department suspends or terminates the Grant Agreement for cause and informs Subrecipient that the project is suspended or terminated immediately; or
- B. The Department determines that the performance of the project is not in the best interest of the Department and informs Subrecipient that the project is suspended or terminated immediately; or
- C. The Grant Agreement is suspended or terminated in writing with the mutual consent of both parties; or
- D. There is a written thirty (30) day notice to suspend or terminate by either party.

The Department shall compensate Subrecipient for only those eligible expenses incurred during the Period of Performance specified in the Grant Agreement which are directly attributable to the completed portion of the work covered by the Grant Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. Subrecipient shall not incur nor be reimbursed for any new obligations after the effective date of termination.

Article 13. SUBCONTRACTS

No portion of the work specified in the Grant Agreement shall be subcontracted without the prior written consent of the Department. In the event that Subrecipient desires to subcontract part of the work

Project Director's Initials SM Date 8/29/22

specified in the Grant Agreement, Subrecipient shall furnish the Department the names, qualifications and experience of their proposed subcontractors. For purposes of the Grant Agreement, subcontractor(s) shall include, but are not limited to, recipients of mini grants and parties to cooperative agreements and memoranda of understanding.

Subrecipient, however, shall remain fully responsible for the work to be done by its subcontractor(s) and shall assure compliance with all the requirements of the Grant Agreement. In any agreement entered into with a subcontractor, Subrecipient shall include or incorporate by reference all language contained in the Statement of Work and Special Conditions and in the General Terms and Conditions portions of this Highway Safety Grant Agreement, and the subcontractor shall agree to be bound by all requirements contained therein.

Article 14. NONCOLLUSION

Subrecipient certifies that its grant application was made without collusion or fraud, and it has not conferred on any public employee having official responsibility for the Highway Safety Grant process any loan, gift, favor, service or anything of more than nominal value, present or promised, in connection with its application. If Subrecipient breaches or violates this certification, the Department shall have the right to annul this Grant Agreement without liability.

Article 15. SUBRECIPIENT'S RESOURCES

Subrecipient certifies that it presently has adequate qualified personnel in its employment to perform the work required under the Grant Agreement, or that Subrecipient will be able to obtain such personnel from sources other than the Department. Subrecipient further certifies that it has the financial resources required to satisfy incurred costs whether or not such costs are eligible for subsequent reimbursement.

All employees of Subrecipient shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Subrecipient who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the project shall immediately be removed from association with the project.

Unless otherwise specified, Subrecipient shall furnish all equipment, materials, supplies, and other resources required to perform the work.

Article 16. SUBRECIPIENT SEAT BELT USE

Subrecipient agrees to adopt and enforce an on-the-job seat belt use policy requiring all employees to wear a seat belt when operating any vehicle owned, leased or rented by Subrecipient, including police vehicles.

Article 17. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

Subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Article 18. PROCUREMENT AND PROPERTY MANAGEMENT

Subrecipient shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to the Grant Agreement in accordance with Virginia law and Department policies and procedures, provided that such laws, policies and procedures are not in conflict with Federal standards, as appropriate, in 2 CFR Part 200 and 2 CFR Part 1201.

In the event of conflict, such Federal standards shall apply unless Virginia law or Department policies or procedures impose stricter requirements than the Federal standards.

Project Director's Initials JB Date 8/29/22

Article 19. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Grant Agreement shall become the sole property of the Commonwealth in accordance with Va. Code §2.2-2822 and Executive Memorandum 4-95. On request, Subrecipient shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed during the performance of the Grant Agreement.

Article 20. RESEARCH ON HUMAN SUBJECTS

Subrecipient shall comply with the National Research Act, Public Law 93-348, regarding the protection of human subjects involved in research, development, and related activities supported by the Grant Agreement.

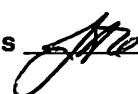
Article 21. ASSIGNMENT

The Grant Agreement shall not be assignable by Subrecipient in whole or in part without the written consent of the Department.

Article 22. NONDISCRIMINATION

- A. Subrecipient WILL COMPLY WITH ALL Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include, but are not limited to:
1. **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR Part 21;
 2. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 3. **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
 4. **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
 5. **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
 6. **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
 7. **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR Parts 37 and 38;
 8. **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
 9. **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of

Project Director's Initials



Date 8/29/22

limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087-74100).

B. The Subrecipient entity –

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program."

- C. Certifies that it has disclosed to the Department any administrative and/or court findings of noncompliance with nondiscrimination or equal opportunity laws, regulations or policies during the two preceding years. If Subrecipient has been cited for noncompliance with these laws, regulations or policies, Subrecipient will not be eligible to receive funding.

Article 23. DRUG-FREE WORKPLACE

Subrecipient certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103 – Federal grant recipients).

Project Director's Initials  Date 8/29/22

Article 24. BUY AMERICA ACT

Subrecipient will comply with the provisions of the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a Subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to the Secretary of Transportation for approval.

The National Highway Traffic Safety Administration (NHTSA) was granted a Buy America Act public interest waiver that became effective July 30, 2015, (Federal Register Vol. 80, No. 125, published June 30, 2015). This waiver allows a State or Subrecipient to purchase any manufactured product with a purchase price of \$5,000 or less, excluding a motor vehicle when the product is purchased using Federal grant funds administered under Chapter 4 of Title 23 of the United States Code. The "National Traffic and Motor Vehicle Safety Act of 1966" defines a motor vehicle as a vehicle driven or drawn by mechanical power and manufactured primarily for use on public streets, roads, and highways, but does not include a vehicle operated only on a rail line. See 49 U.S.C. 30102(a)(6). Therefore, the purchase of foreign-made cars, motorcycles, trailers and other similar conveyances must be made with a waiver regardless of price.

Article 25. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to the Grant Agreement as follows:

- A. Subrecipient agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with Federal funds. In this regard, Subrecipient shall make good faith efforts, in accordance with 49 CFR Part 26, to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- B. Subrecipient and any subcontractor shall not discriminate on the basis of race, color, national origin, sex, disability, or age in the award and performance of agreements funded in whole or in part with Federal funds.

These requirements shall be included in any subcontract or subagreement. Failure to comply with the requirements set forth above shall constitute a breach of the Grant Agreement and, after the notification by the Department, may result in termination of the Grant Agreement by the Department or other such remedy as the Department deems appropriate.

Article 26. DEBARMENT AND SUSPENSION

- A. Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in covered transactions by any State or Federal department or agency or otherwise excluded by any Federal or State department or agency;
 2. Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted or otherwise criminally or civilly charged by a Federal, State, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and

Project Director's Initials SPM Date 8/29/22

4. Have not, within a three-year period preceding this Grant Agreement, had one or more Federal, State, or local transactions terminated for cause or default.
- B. Where Subrecipient is unable to certify to any of the statements in this Article, such Subrecipient shall attach an explanation to the Grant Agreement.
- C. Subrecipient is prohibited from making any subcontract or sub-award or permitting any subcontract or sub-award to any party that does not certify to Subrecipient that such party meets the requirements set forth in Section A., Items 1–4 of this Article. When requested by the Department, Subrecipient shall furnish a copy of such certification.
- D. Subrecipient shall require any party to a subcontract or purchase order awarded under the Grant Agreement to certify its eligibility to receive Federal grant funds, and, when requested by the Department, to furnish a copy of the certification.
- E. Subrecipient shall provide immediate written notice to the Department if at any time Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- F. Subrecipient agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

Article 27. POLITICAL ACTIVITY (HATCH ACT)

Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Article 28. FEDERAL LOBBYING CERTIFICATION

Subrecipient certifies to the best of his or her knowledge and belief that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the party to the Grant Agreement shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. No funds under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subrecipient or agent acting for such Subrecipient related to any activity designed to influence legislation or appropriations pending before the Congress.
- D. Subrecipient shall require that the language of this certification be included in the award documents for all sub-awards (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant Agreement was made or entered into. Submission of this certification is a prerequisite for entering into this Grant Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Project Director's Initials ALT Date 8/29/22

Article 29. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

No funds under this Grant Agreement will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Virginia General Assembly, except in presentation to the General Assembly itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subrecipient or agent acting for such Subrecipient related to any activity designed to influence legislation or appropriations pending before the Virginia General Assembly.

Article 30. INTERPRETATION AND ENFORCEABILITY

In the event any terms or provisions of this Grant Agreement are breached by either party or in the event that a dispute may arise between the parties regarding the meaning, requirements, or interpretation of any terms and provisions contained in this Grant Agreement, then such breach or dispute shall be resolved pursuant to the terms of this Grant Agreement and the remedies available under the Code of Virginia. If Subrecipient is not a government entity, in the event the Department must initiate proceedings to enforce the terms and conditions of this Grant Agreement or seek redress for damages caused by Subrecipient's breach of this Grant Agreement, the Department shall be entitled to recover all costs including, without limitation, court costs and attorney fees, incurred in such proceedings.

Article 31. ADDITIONAL PROVISIONS

- A. **Signature Authorized.** Subrecipient's authorized approving official, signing the certification page of the Grant Agreement, has the legal authority to apply for Federal Assistance and has the institutional, managerial, and financial capability (including funds sufficient to pay costs subsequently reimbursed and the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B. **Headings.** The captions and headings used in this Grant Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.
- C. **Notice.** All notices, requests and demands shall be directed as follows:

To the Department: Virginia Department of Motor Vehicles
ATTENTION: Director, Virginia Highway Safety Office
Post Office Box 27412
Richmond, Virginia 23269-0001

To Subrecipient: _____

Any notice, unless otherwise specified herein, will be deemed to have been given on the date such notice is personally delivered or is deposited in the United States certified mail, return receipt requested, properly addressed and with postage prepaid.

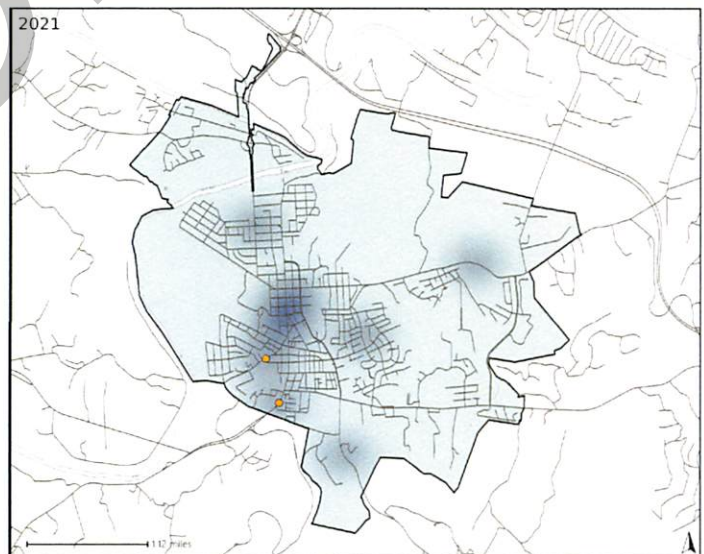
Project Director's Initials



Date 8/29/22

Front Royal Alcohol Crash Statistics

Available Crash Data - Calendar Year	2018	2019	2020	2021
Alcohol Crashes	3	15	14	9
Alcohol Fatal Crashes		1		
Highest Time Period(s)	No Alcohol Fatalities	9:00pm - 11:59pm (100%)	No Alcohol Fatalities	No Alcohol Fatalities
Highest Day(s)		Thursday (100%)		
Highest Month(s)		June (100%)		
Alcohol Serious Injury Crashes		2	2	2
Highest Time Period(s)	No Alcohol Serious Injuries	6:00pm - 8:59pm 9:00pm - 11:59pm (100%)	6:00pm - 8:59pm (100%)	6:00pm - 8:59pm Midnight - 2:59am (100%)
Highest Day(s)		Friday * Saturday (100%)	Monday * Saturday (100%)	Friday * Sunday (100%)
Highest Month(s)		April * August (100%)	December * November (100%)	June * September (100%)
Alcohol Injury Crashes	1	6	4	4
Highest Time Period(s)	6:00pm - 8:59pm (100%)	6:00pm - 8:59pm 9:00pm - 11:59pm (66%)	6:00pm - 8:59pm (50%)	Midnight - 2:59am (50%)
Highest Day(s)	Saturday (100%)	Saturday (67%)	Friday * Monday (50%)	Monday (50%)
Highest Month(s)	February (100%)	August (33%)	December * March (50%)	April * August (50%)



- Alcohol Fatal Interstate Crashes
- Alcohol Serious Injury Interstate Crashes

- Alcohol Fatal Non-interstate Crashes
- Alcohol Serious Injury Non-interstate Crashes

The blue gradient represents the density of all alcohol crashes.


VIRGINIA TECH
This report was generated by the
Center for Geospatial Information Technology

JMG 8/29/22

Front Royal Alcohol Crash Statistics

2020 Fatal Crashes - Calendar Year

No fatal crashes occurred.

2021 Fatal Crashes - Calendar Year

No fatal crashes occurred.

2020 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
MAIN ST		1
ROYAL AVE	8TH ST	1

Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

2021 Serious Injury Crashes - Calendar Year

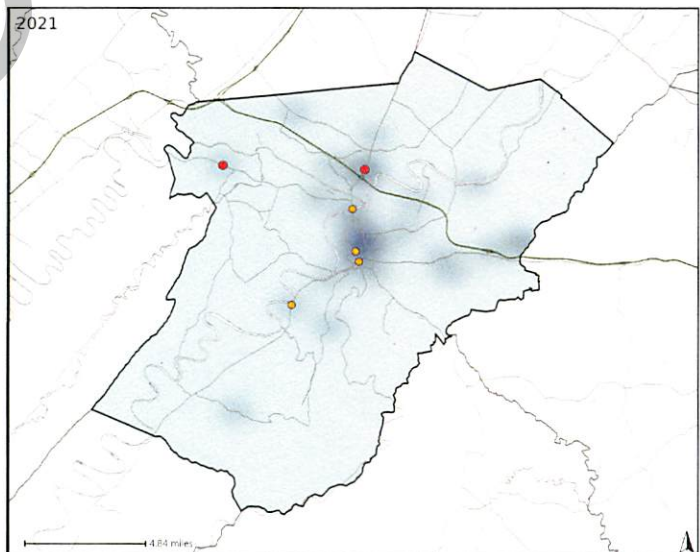
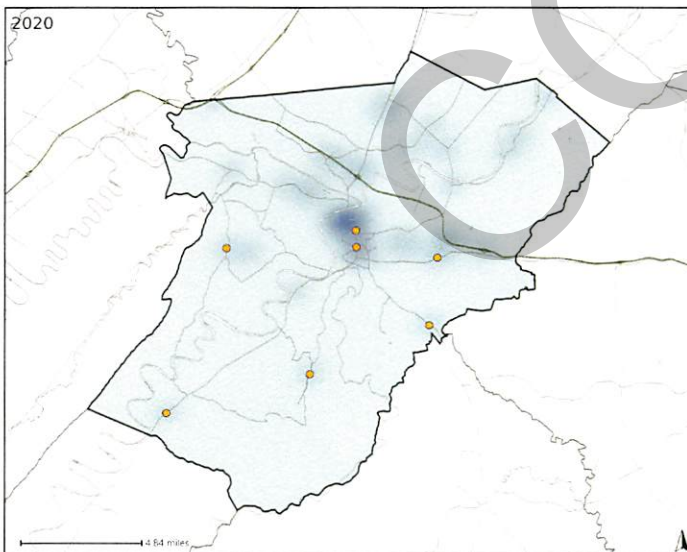
Street	Cross Street	Count
ROYAL AVE	STEELE AVE	1
LURAY AVE	KILBY DR	1

Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

Locations with equal crash counts are listed in random order in table and single crash locations may not be listed.

Warren County Alcohol Crash Statistics

Available Crash Data - Calendar Year	2018	2019	2020	2021
Alcohol Crashes	25	33	42	29
Alcohol Fatal Crashes		1		2
Highest Time Period(s)	No Alcohol Fatalities	9:00pm - 11:59pm (100%)	No Alcohol Fatalities	9:00am - 11:59am 9:00pm - 11:59pm (100%)
Highest Day(s)		Thursday (100%)		Sunday + Wednesday (100%)
Highest Month(s)		June (100%)		July + June (100%)
Alcohol Serious Injury Crashes	6	4	7	4
Highest Time Period(s)	3:00am - 5:59am 6:00pm - 8:59pm (66%)	6:00pm - 8:59pm 9:00pm - 11:59pm (50%)	6:00pm - 8:59pm (43%)	3:00am - 5:59am 6:00pm - 8:59pm (50%)
Highest Day(s)	Saturday (67%)	Saturday (50%)	Friday + Saturday (58%)	Sunday (50%)
Highest Month(s)	April (33%)	April + August (50%)	November (43%)	January + June (50%)
Alcohol Injury Crashes	13	16	25	15
Highest Time Period(s)	6:00pm - 8:59pm (38%)	9:00pm - 11:59pm Midnight - 2:59am (50%)	6:00pm - 8:59pm (28%)	6:00pm - 8:59pm (27%)
Highest Day(s)	Saturday (54%)	Saturday (44%)	Friday (36%)	Monday + Saturday (40%)
Highest Month(s)	May (23%)	June (19%)	December + November (40%)	April + August (40%)



- Alcohol Fatal Interstate Crashes
- Alcohol Serious Injury Interstate Crashes

- Alcohol Fatal Non-interstate Crashes
- Alcohol Serious Injury Non-interstate Crashes

The blue gradient represents the density of all alcohol crashes

State - 8/29/22

Warren County Alcohol Crash Statistics

2020 Fatal Crashes - Calendar Year

No fatal crashes occurred.

2021 Fatal Crashes - Calendar Year

Street	Cross Street	Count
STRASBURG RD		1
WINCHESTER RD	CROOKED RUN BLVD	1

Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

2020 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
JOHN MARSHALL HWY		1
REMOUNT RD		1
MAIN ST		1
ROYAL AVE	8TH ST	1
MOUNTAIN RD		1
BROWNTOWN RD		1
STONEWALL JACKSON HWY	ROCKY HOLLOW RD	1

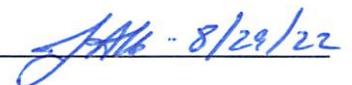
Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

2021 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
ROYAL AVE	STEELE AVE	1
STONEWALL JACKSON HWY		1
SHENANDOAH AVE		1
LURAY AVE	KILBY DR	1

Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

Locations with equal crash counts are listed in random order in table and single crash locations may not be listed.

 - 8/29/22

HIGHWAY SAFETY GRANT AGREEMENT

Purpose: Virginia's Highway Safety Program Subrecipients use this form to certify and assure that they will fully comply with all terms of the Highway Safety Grant Agreement.

Instructions: Subrecipients must read the contract, complete all applicable information on the first and last page, initial and date the subsequent pages, and return all pages to the Department of Motor Vehicles.

This Highway Safety Grant Agreement is entered into between the Virginia Department of Motor Vehicles (hereinafter "Department"), 2300 West Broad Street, Richmond, Virginia 23220, and the following:

Subrecipient: Front Royal Town	Federal Award Identification Number (FAIN): 69A37522300004020VA0
Project Title: Selective Enforcement - Speed	Project Number: BSC-2023-53047-23047
Assistance Listing Number (ALN): 20.600 ALN Name: State and Community Highway Safety	Grant Award Amount: \$ 10,086.00 Federal Funds Obligated: \$ 10,086.00 Total Federal Funds Obligated: \$ 10,086.00
Period of Performance: From October 1, 2022, or the date the Highway Safety Grant Agreement is signed by the Director, Virginia Highway Safety Office (whichever is later) through September 30, 2023. Allow 21 days for the Department to complete its review and signature. FINAL VOUCHER IS DUE ON OR BEFORE NOVEMBER 5, 2023.	Source of funds obligated to this award: U.S. Department of Transportation National Highway Traffic Safety Administration (NHTSA) Date of Award Letter from NHTSA: September 30, 2022

In performing its responsibilities under this Highway Safety Grant Agreement, the Subrecipient certifies and assures that it will fully comply with the following:

- Applicable Department regulations and policies and State and Federal laws, regulations, and policies
- Statement of Work and Special Conditions and an Approved Budget, included with this Highway Safety Grant Agreement
- General Terms and Conditions, also included with this Highway Safety Grant Agreement

Subrecipient's signature below indicates that the Subrecipient has read, understands and agrees to fully comply with all terms and conditions of this Highway Safety Grant Agreement without alteration. This Highway Safety Grant Agreement (hereinafter referred to as "Grant Agreement"), consisting of this certification, the attached Statement of Work and Special Conditions, the attached General Terms and Conditions, the attached Project Budget, the Subrecipient's proposal and the letter awarding the grant to the Subrecipient constitutes the entire agreement between the Department and the Subrecipient, supersedes any prior oral or written agreement between the parties and may not be modified except by written agreement as provided herein. Where any conflict arises between terms, the following is the order of governance of one term over another: (1) applicable Department regulations and policies, except where superseded by Federal laws, regulations, or policies; (2) applicable State laws, regulations, and policies, except where superseded by Federal laws, regulations, or policies; (3) applicable Federal laws, regulations, and policies; (4) Statement of Work and Special Conditions; (5) General Terms and Conditions; (6) Project Budget; (7) Subrecipient's proposal; and (8) grant award letter. **Subrecipient certifies that this grant does not include research and development.**

SIGNATURES OF AUTHORIZED APPROVING OFFICIALS

For Subrecipient:

JASON A. RYMAN - CAPTAIN
Name and Title of Project Director (print)

[Signature] 8/29/22
Signature Date

Subrecipient's UEI Number N7VQXJM58JPG
Does your locality/legal entity expend \$750,000 or more annually in total federal funds? (check one) ☐ Yes ☒ No

Kathleen R. Leulich, Interim Town Manager
Name and Title of Authorized Approving Official (print)

[Signature] 8/30/22
Signature Date

For Virginia Department of Motor Vehicles:

John Saunders
Director, Virginia Highway Safety Office (print)

[Signature]
Signature Date



Department of Motor Vehicles
Grant Budget Lines

Date Run: 18-JUL-2022

BSC-2023 - 53047 - 23047 - Front Royal Town

PM: Doug Stader

Project Director Initials

JS

Date

8/29/22

Category	Line Item Desc	Qty	Individual Cost	Total Cost	Fed Fund Amount	Matching Funds
Personnel	200 Overtime selective enforcement hours	1	10,086.00	10,086.00	10,086.00	0.00
Matching Funds	Fuel & Vehicle Maintenance	1	5,043.00	5,043.00	0.00	5,043.00
			Total:	15,129.00	10,086.00	5,043.00

Subrecipient Name: FRONT ROYAL TOWN Project #: BSC-2023-53047-23047

STATEMENT OF WORK AND SPECIAL CONDITIONS

1. Goals and Specific Program Elements. The goals and specific program elements of the subrecipient's proposal are incorporated as the first item in this Statement of Work and Special Conditions.

a. List Specific Program Elements:

For October 1, 2022 through December 31, 2022

Estimated 58 number of overtime hours to be used

Estimated 9 number of overtime individual/saturation patrols

For January 1, 2023 through March 31, 2023

Estimated 36 number of overtime hours to be used

Estimated 6 number of overtime individual/saturation patrols

For April 1, 2023 through June 30, 2023

Estimated 64 number of overtime hours to be used

Estimated 10 number of overtime individual/saturation patrols

For July 1, 2023 through September 30, 2023

Estimated 42 number of overtime hours to be used

Estimated 7 number of overtime individual/saturation patrols

- b. To conduct a minimum of 2 saturation/individual patrols during the mandatory national Click It or Ticket Mobilization period in November 2022 and May 2023. Pre and post survey will be required. Mobilization data must be entered into Traffic Records Electronic Data System (TREDS).
- c. To conduct a minimum of 1 saturation/individual patrols for the mandatory Drive Sober or Get Pulled Over (DSOGPO) Mobilization periods in December 2022 and August 2023. Mobilization data must be entered into TREDS.
- d. To have 1 (number) of sworn officers attend 1 (number) DMV approved traffic safety related training events (e.g., Virginia Highway Safety Summit, Radar Certification Schools, Small Agency Symposium).
- e. Increase number of speed measurement devices (as approved in budget) in active use from N/A to N/A. (If approved, all units must be ordered by December 31, 2022 and put in service by March 31, 2023.)

Project Director

Initial

Date

8/29/22

Subrecipient Name: FRONT ROYAL TOWN Project #: BSC-2023-53047-23047

2. The subrecipient must contribute to the overall State Highway Safety Plan goals.

a. **SPEED**

STATEWIDE GOAL: Reduce speed-related fatalities by 5 percent from 254 to 242 by December 31, 2023.

AGENCY GOAL:

Check the box(s) that apply for your agency goal and complete.

☐ To reduce speed-related fatalities from _____ to _____ and reduce serious speed-related injuries from _____ to _____ by December 31, 2023.

☐ To maintain **0** speed-related fatalities and/or **0** serious speed-related injuries.

☒ To assist Warren (county/city) in reducing overall speed-related fatalities and serious unrestrained injuries. (To be used by towns that do not have any fatalities and/or serious injuries.)

b. Subrecipient must participate in Drive Sober or Get Pulled Over (DSOGPO) Mobilizations (December 2022 and August 2023) and enter selective enforcement data electronically through TREDs.

c. Subrecipient must participate in the national Click It or Ticket (CIOT) activities (November 2022 and May 2023) to include pre and post seatbelt surveys and submit selective enforcement and survey data electronically through TREDs.

d. BASED ON **SPEED-RELATED CRASH DATA** (using crash data from VAHSO or other approved local crash information):

60 percent of speed control selective enforcement activities are to be conducted

between the hours of 9am - 6pm

with special emphasis on the following days of the week: Sun, Mon, Thu, Sat

The remaining 40 percent of selective enforcement hours may be scheduled during other DMV approved identified high-crash time periods.

e. Monitor agency goal and statewide goal quarterly to determine if project efforts are being effective or if adjustments are needed. If adjustments are needed to address the current needs contact assigned Project Monitor.

f. Enforcement is to be conducted using data-identified problem locations.

g. Reimbursement vouchers will be submitted _____ monthly or X quarterly. Only check one option and this option will be effective for the entire FY2023 grant year.

h. To assist with educational highway safety messaging with posting at least 1 highway safety message(s) per quarter on agency social media platform or agency website.

i. Grant-funded equipment must be ordered by December 31, 2022 and put in service by March 31, 2023 and documentation maintained concerning its use.

j. Subrecipient must submit a completed monitoring report (TSS 14-A) to their DMV Project Monitor by specific assigned dates.

k. Subrecipient must attend all mandatory DMV grant-related trainings.

Project Director AMR
Initial

8/29/22
Date

HIGHWAY SAFETY GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

1. Purpose and Background. The Virginia Department of Motor Vehicles ("Department") is awarding this grant to support the implementation of highway safety projects by State, local, non-profit, and higher education partnerships. Funds are made available for projects that: (1) support statewide goals; (2) identify problems experienced by High Emphasis Communities, which are jurisdictions with the highest crash severity problem; (3) creatively incorporate alcohol awareness and occupant protection safety; (4) are innovative with potential statewide application or ability to transfer to other jurisdictions; and (5) have statewide significance and address the Federal program areas under 23 U.S.C. (United States Code), Chapter 4: Highway Safety and 23 U.S.C. 154 (Section 154).
2. Paid Media. Grants consisting of \$100,000 or more in paid media funds will be required to perform pre- and post-surveys during the Period of Performance. The level of assessment is based on the cost of a paid advertising campaign as follows:

A. Level 1, for a paid advertising campaign of up to \$100,000:

At a minimum, an assessment must measure and document audience exposure to paid advertised messages and the number of airings or print ads devoted to each announcement. The size of the audience needs to be estimated using a source appropriate for the medium used, such as Arbitron or Nielsen ratings for radio and TV. More specifically, all paid advertising for which the State or Subrecipient used 154, 402 and 405 funds must include documentation stating how many paid airings or print ads occurred and the size of the audience reached. Include the number of free airings or print ads that occurred and the size of the audience reached.

B. Level 2, for a paid advertising campaign **greater than** \$100,000:

In addition to providing the above Level 1 documentation, a more extensive assessment is required to measure target audience reaction. One or more of the activities in the following list may be used to assess how the target audience's knowledge, attitude, or actions were affected by the message(s):

1. Mail surveys;
2. Telephone surveys;
3. Focus groups;
4. Mall intercept interviews;
5. Direct mailings;
6. Call-in centers;
7. Newspaper polls;
8. Household interviews;
9. Before and after approach, which compares system status before and after the introduction of the message; and
10. Control region approach, which relates one study site exposed to the message to a similar site that is not exposed to the message.

3. Equipment. Costs for equipment are allowable under specified conditions. Costs for new and replacement equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more must be pre-approved before Subrecipient purchases the equipment. Such approval shall be obtained by the Department from the National Highway Traffic Safety Administration (NHTSA) regional manager in writing, and Subrecipient will be notified by the Department when this approval has been secured. Federal government requirements mandate that the Department maintain an accurate accounting and inventory of all equipment purchased using Federal funds, and Subrecipient shall comply with applicable reporting requirements that may be specified in the Highway Safety Policy and Procedures Manual and amendments thereto.

Subrecipient must request advance, written approval from the Department and NHTSA to sell, transfer or dispose of any and all non-expendable equipment purchased in whole or in part with the use of Federal highway safety funds. Disposition of funds from the sale of equipment to another entity must be agreed upon by the Department and Subrecipient and approved by NHTSA and the

Project Director's Initials SM Date 8/29/22

Department. In the event of a conflict between this section, 2 CFR (Code of Federal Regulations) Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Sections 200.313 and 200.439, 2 CFR Part 1300 (Uniform Procedures for State Highway Safety Grant Programs) Section 1300.31, and 2 CFR Part 1201 (Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) Section 1201.313, the provisions of the applicable CFR control, except where inconsistent with statute.

4. Reports and Deliverables. Quarterly Progress and Monitor Reports shall be provided to the Department by the dates indicated:

January 31, April 30, July 31, and November 5.

Each Progress and Monitor Report shall address Subrecipient's progress in fulfilling items listed in the Statement of Work and Special Conditions, including funded elements of Subrecipient's proposal. These reports should include the findings from the evaluation component of the proposal and should indicate the criteria and methods by which the progress of the initiative has been evaluated. The format for Progress and Monitor Reports will be provided to Subrecipient, but, at a minimum, will require an assessment of the program's plan with actual accomplishments during the past quarter, partnership involvement and satisfaction, expected follow-up, changes/problems with the plan and how they will be addressed, a financial summary of expenditures for the reporting period and planned accomplishments during the next quarter. The final Progress and Monitor Report shall include a comprehensive, detailed report of all grant activities conducted during the full grant performance period, including a final summary of expenditures.

Monitoring. The Department shall, throughout the Period of Performance under this Grant Agreement and any extension of the program which is the subject of the Grant Agreement, monitor and evaluate the events, activities and tasks performed in connection with the program to include financial feasibility and progress of the grant and Subrecipient's continuing fiscal responsibility and compliance with applicable requirements and the terms and conditions of this Grant Agreement. Such monitoring and evaluation shall not in any manner relieve or waive any obligations of Subrecipient under this Grant Agreement or pursuant to applicable State and Federal law, regulations or rules. Any representation to the contrary by Subrecipient to any third party is strictly prohibited and may be grounds for the termination of this Grant Agreement by the Department.

5. Single Audit. A Subrecipient expending \$750,000 or more in Federal awards (single or multiple awards) in a year is required to obtain an annual audit in accordance with the Single Audit Act (Public Law 98-502) and subsequent amendments (refer to 2 CFR Part 200 and 2 CFR Part 1201), and the American Institute of Certified Public Accountants' (AICPA) Statement on Auditing Standards (SAS) 99, *Consideration of Fraud in a Financial Statement Audit*. The audit report must be submitted to DMV **no later than nine months after Subrecipient's fiscal year end date** unless a Federal extension is granted. If an extension is granted, the due date will be extended based on the information provided in the Federal language. Subrecipient is encouraged to submit their audit report to the Federal Audit Clearinghouse (FAC) at <http://harvester.census.gov/sac/>. Failure to meet the single audit requirements could result in your entity having to repay grant monies and/or losing access to future Federal funding.

The State auditor may conduct an audit or investigation of any entity receiving funds from the Department, either directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. Acceptance of funds directly or indirectly under the Grant Agreement constitutes acceptance of the authority of the State auditor to conduct an audit or investigation in connection with those funds. In the event an audit reveals unallowable expenditures, Subrecipient will be responsible for repayment to the Department of such unallowable expenditures.

6. Closeout. Subrecipient is required to submit final requests for reimbursements and final Progress Reports according to the schedule identified in this Grant Agreement. Requests for reimbursements submitted after **November 5** will be denied.

Project Director's Initials *MTG* Date 8/29/22

Article 1. COMPLIANCE WITH LAWS

Subrecipient shall comply with all Federal, State, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Grant Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subrecipient shall furnish the Department with satisfactory proof of its compliance therewith.

Article 2. STANDARD ASSURANCES

Subrecipient hereby assures and certifies that it will comply with all applicable laws, regulations, policies, guidelines, and requirements, including 23 USC Chapter 4: Highway Safety; 2 CFR Part 200 and 2 CFR Part 1201; 23 CFR Part 1300; the Federal Highway Safety Grant Funding Guidance (Revised 2013); and the Guidelines for the Submission of Highway Safety Grant Applications, as they relate to the application, acceptance, and use of Federal or State funds for this project. Also, Subrecipient assures and certifies that:

- A. It possesses legal authority to apply for the grant and that a resolution, motion, or similar action has been duly adopted or passed as an official act of Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized approving official of Subrecipient to act in connection with the application and to provide such additional information as may be required.
- B. It will comply with the Federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- C. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- D. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- E. It will comply with the Virginia State and Local Government Conflict of Interests Act, Va. Code §§ 2.2-3100 et seq., which defines and prohibits inappropriate conflicts and requires disclosure of economic interests and is applicable to all State and local government officers and employees.
- F. It will give the Department the access to and the right to examine all records, books, papers, or documents related to the Grant Agreement.
- G. It will ensure that all public records prepared or owned by, or in the possession of, the applicant relative to this project shall be open to inspection and copying by any citizens of the Commonwealth during regular office hours in accordance with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., unless otherwise specifically provided by law.
- H. If applicable, it will comply with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., which require all meetings of public bodies to be open and every public body to give notice of its meetings and to record minutes at all open meetings.

Article 3. GRANT AWARD COMPENSATION

- A. The method of payment for the Grant Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Grant Agreement. The amount stated in the Project Budget will be deemed to be the amount of the award to Subrecipient.
- B. Reimbursement for travel costs shall be subject to the requirements and limitations set forth in the State Travel Regulations established by the Virginia Department of Accounts.
- C. All payments will be made in accordance with the terms of the Grant Agreement.

Project Director's Initials



Date 8/29/22

The maximum amount eligible for reimbursement shall not be increased above the total amount stated in the Project, unless the Grant Agreement is amended as described in Article 5, Amendments and Modifications to Grant Agreement.

- D. To be eligible for reimbursement under the Grant Agreement, a cost must have been incurred in accordance with the Grant Agreement, within the time frame specified in the Period of Performance as stated in the Grant Agreement, attributable to work covered by the Grant Agreement, and which has been completed in a manner satisfactory and acceptable to the Department. Reimbursement is available only for costs that have been paid by Subrecipient. Under no circumstance will the Department provide up-front payments for costs not incurred and paid by Subrecipient.
- Costs related to contractual fees require additional documentation in order to be eligible for reimbursement. Subrecipient must submit a copy of each contract, memorandum of understanding/agreement, rental/lease agreement prior to implementing the contract activity and allow sufficient time (minimum of three (3) weeks) for review and approval to ensure that services and products being provided are allowable expenses attributable to work covered by the Grant Agreement.
- E. For states, local governments, and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.474 Travel costs). Refer to § 200.444 for more information on unallowable general costs of government.
- F. Per 2 CFR § 200.430 the rate law enforcement agencies pay for grant-funded overtime enforcement activities must be the same as the rate they pay for agency-funded overtime enforcement. Compensation must be paid in a manner consistent with the written policies of the employing entity, as long as it does not contradict 2 CFR Part 200.
- G. Payment of costs incurred under the Grant Agreement is further governed by 2 CFR Part 200 and 2 CFR Part 1201.
- H. For nonprofit organizations, Subrecipient must provide the most recent Form 990 (Return of Organization Exempt for Income Tax) submitted to IRS. Subrecipient must provide documentation of yearly salary or hourly pay and any other compensation, including fringe benefits, for each employee/position for which Subrecipient seeks reimbursement. Documentation of pay must be provided through a certified letter from the organization's Board Chair or President. Form 990 and the certified letter must be submitted with Subrecipient's signed Grant Agreement. Requests for compensation for pay raises, bonuses, and staff changes must be made in writing via email to the Department. The Department will review such requests and determine approval for reimbursement. The Department reserves the right to deny increased reimbursement for raises, bonuses, and staff changes.
- I. Subrecipient may request an Indirect Cost Rate for grants that are not enforcement related. Subrecipient must submit a copy of their Federally negotiated indirect cost rate. A non-federal Subrecipient that does not have a current Federally negotiated indirect cost rate, may submit a letter requesting a de minimis indirect cost rate of 10% of modified total direct costs which may be used indefinitely (2 CFR § 200.414(f)). Payment for indirect costs will not be made until the aforementioned documents have been received by the Department.
- Indirect cost references and information can be found in various parts of 2 CFR Part 200.
- I. Subrecipient will provide a monetary and/or in-kind match to the funded proposal. The required matching percentage of the project cost will be determined by the Department. Grant funds may not be used before Subrecipient can demonstrate that funds for the corresponding portion of the matching requirement have been received by Subrecipient. **A match report and supporting documentation must be submitted with each reimbursement voucher; Subrecipient must also keep documentation related to matching funds in their project file.**
- J. Subrecipient agrees to submit Requests for Reimbursement on a **quarterly basis or no more than one request per month**, as outlined in the Highway Safety Policy and Procedures Manual. The original Request for Reimbursement, with the appropriate supporting documentation, must be submitted to the DMV Grants Management Office. Subrecipient agrees to submit the final

Project Director's Initials SM Date 8-29-22

Request for Reimbursement under the Grant Agreement within thirty-five (35) days of the end of the Period of Performance or **November 5**.

All grant funds must be encumbered by the end of the Period of Performance (**September 30**), complete with supporting invoices. At the end of the Period of Performance, any unexpended or unobligated funds shall no longer be available to Subrecipient. In no case shall Subrecipient be reimbursed for expenses incurred prior to the beginning or after the end of the Period of Performance.

- K. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
- L. Grant Agreements supported with Federal or State funds are limited to the length of the Period of Performance specified in the Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, Subrecipient may apply for funding assistance beyond the initial Period of Performance. Preference for funding will be given to those projects for which Subrecipient has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.
- M. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, including this Grant Agreement, Subrecipient shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds provided for the project or program.

Article 4. LIMITATION OF LIABILITY

Payment of costs incurred hereunder is contingent upon the availability of appropriated funds. If, at any time during the Period of Performance, the Department determines that there is insufficient funding to continue the project, the Department shall so notify Subrecipient, giving notice of intent to terminate the Grant Agreement, as specified in Article 12, Suspension or Termination.

Article 5. AMENDMENTS AND MODIFICATIONS TO GRANT AGREEMENT

The Grant Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment form designated by the Department. Any amendment must be executed by the parties within the Period of Performance specified in the Grant Agreement. Any proposed modifications or amendments to this Grant Agreement as defined in Article 6, Additional Work and Changes in Work, including the waiver of any provisions herein, must be submitted to the Department in writing and approved as herein prescribed prior to Subrecipient's implementation of the proposed modification or amendment.

Any alterations, additions, or deletions to the Grant Agreement that are required by changes in Federal or State laws, regulations or directives are automatically incorporated on the date designated by the law, regulation or directive.

The Department may unilaterally modify this Grant Agreement to de-obligate funds not obligated by Subrecipient as of the close of the Period of Performance specified in this Grant Agreement. In addition, the Department may de-obligate funds in the event of termination of the Grant Agreement pursuant to Article 12, Suspension or Termination.

Article 6. ADDITIONAL WORK AND CHANGES IN WORK

If Subrecipient is of the opinion that any assigned work is beyond the scope of the Grant Agreement and constitutes additional work, Subrecipient shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise Subrecipient and a written amendment to the Grant Agreement will be executed according to Article 5, Amendments and Modifications to Grant Agreement, to provide compensation for doing this work on the

Project Director's Initials AMA Date 8/29/22

same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If Subrecipient has submitted work in accordance with the terms of the Grant Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Grant Agreement, Subrecipient shall make such revisions as requested and directed by the Department. This will be considered additional work and will be paid for as specified in this Article.

If Subrecipient submits work that does not comply with the terms of the Grant Agreement, the Department shall instruct Subrecipient to make such revisions as are necessary to bring the work into compliance with the Grant Agreement. No additional compensation shall be paid for this work.

Subrecipient shall make revisions to the work authorized in the Grant Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by Subrecipient or any costs incurred by Subrecipient relating to additional work not directly associated with or prior to the execution of an amendment.

Article 7. REPORTING AND NOTIFICATIONS

Subrecipient shall submit performance reports using forms provided and approved by the Department as outlined in the Statement of Work and Special Conditions, Section 4, Reports and Deliverables.

Subrecipient shall promptly advise the Department in writing of events that will have a significant impact upon the Grant Agreement, including:

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subrecipient personnel that will materially affect Subrecipient's ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or Federal assistance needed to resolve the situation.
- B. Favorable developments or events that enable Subrecipient to meet time schedules and objectives earlier than anticipated or to accomplish greater performance measure output than originally projected.

Article 8. RECORDS

Subrecipient agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, and Subrecipient shall make such records available at its office for the time period specified in the Grant Agreement. Subrecipient further agrees to retain such records for three (3) years from the date of final payment under the Grant Agreement, until completion of all audits, or until any pending litigation has been completely and fully resolved, whichever occurs last.

Any representative of the U.S. Secretary of Transportation, the Comptroller General of the United States, the General Accounting Office, the Virginia Office of the Secretary of Transportation, the Virginia Department of Motor Vehicles, the Virginia State Comptroller or the Virginia Auditor of Public Accounts shall have access to and the right to examine any and all books, documents, papers and other records (including computer records) of Subrecipient that are related to this Grant Agreement, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Subrecipient's personnel and program participants for the purpose of conducting interviews and discussions related to such documents. The Department's right to such access shall last as long as the records are retained as required under this Grant Agreement.

Article 9. CONFIDENTIALITY

Distribution of privileged information, as described at *Va. Code* § 46.2-208, to any third party is prohibited unless specifically provided for in this Agreement. If dissemination to a third party is allowed,

Project Director's Initials JLB Date 8/29/22

Subrecipient shall only disseminate privileged information to third parties subject to the original purpose specified in this Agreement and consistent with Title 46.2 of the Code of Virginia. If Subrecipient is a federal, state, or local governmental entity, local government group self-insurance pool, law-enforcement officer, attorney for the Commonwealth, or court, or the authorized agent of any of the foregoing, Subrecipient certifies, by execution of this Agreement, that the information obtained will not be used for civil immigration purposes or knowingly disseminated to any third party for any purpose related to civil immigration enforcement.

Article 10. INDEMNIFICATION

Subrecipient, if other than a government entity, agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the acts or omission of Subrecipient, its officers, agents or employees. Subrecipient, if other than a government entity, further agrees to indemnify and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any costs including, but not limited to, attorney fees and court costs, incurred by the Department in connection with any such claims or actions.

If Subrecipient is a government entity, both parties to the Grant Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 11. DISPUTES AND REMEDIES

Subrecipient shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by Subrecipient in support of Grant Agreement work.

Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Director of the Virginia Highway Safety Office or his or her designee acting as final referee.

Article 12. SUSPENSION OR TERMINATION

The Department may suspend or terminate the Grant Agreement, in whole or in part, for cause if Subrecipient fails to fulfill its obligations under the Grant Agreement; fails to comply with any applicable Department policy or procedure or any applicable Federal, State or local law, regulation or policy; or fails to correct a violation of any such law, regulation, policy or procedure. This does not limit any other suspension or termination rights that the Department may have under State or Federal laws, regulations or policies.

The Grant Agreement shall remain in effect until Subrecipient has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- A. The Department suspends or terminates the Grant Agreement for cause and informs Subrecipient that the project is suspended or terminated immediately; or
- B. The Department determines that the performance of the project is not in the best interest of the Department and informs Subrecipient that the project is suspended or terminated immediately; or
- C. The Grant Agreement is suspended or terminated in writing with the mutual consent of both parties; or
- D. There is a written thirty (30) day notice to suspend or terminate by either party.

The Department shall compensate Subrecipient for only those eligible expenses incurred during the Period of Performance specified in the Grant Agreement which are directly attributable to the completed portion of the work covered by the Grant Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. Subrecipient shall not incur nor be reimbursed for any new obligations after the effective date of termination.

Article 13. SUBCONTRACTS

No portion of the work specified in the Grant Agreement shall be subcontracted without the prior written consent of the Department. In the event that Subrecipient desires to subcontract part of the work

Project Director's Initials AM Date 8/29/22

specified in the Grant Agreement, Subrecipient shall furnish the Department the names, qualifications and experience of their proposed subcontractors. For purposes of the Grant Agreement, subcontractor(s) shall include, but are not limited to, recipients of mini grants and parties to cooperative agreements and memoranda of understanding.

Subrecipient, however, shall remain fully responsible for the work to be done by its subcontractor(s) and shall assure compliance with all the requirements of the Grant Agreement. In any agreement entered into with a subcontractor, Subrecipient shall include or incorporate by reference all language contained in the Statement of Work and Special Conditions and in the General Terms and Conditions portions of this Highway Safety Grant Agreement, and the subcontractor shall agree to be bound by all requirements contained therein.

Article 14. NONCOLLUSION

Subrecipient certifies that its grant application was made without collusion or fraud, and it has not conferred on any public employee having official responsibility for the Highway Safety Grant process any loan, gift, favor, service or anything of more than nominal value, present or promised, in connection with its application. If Subrecipient breaches or violates this certification, the Department shall have the right to annul this Grant Agreement without liability.

Article 15. SUBRECIPIENT'S RESOURCES

Subrecipient certifies that it presently has adequate qualified personnel in its employment to perform the work required under the Grant Agreement, or that Subrecipient will be able to obtain such personnel from sources other than the Department. Subrecipient further certifies that it has the financial resources required to satisfy incurred costs whether or not such costs are eligible for subsequent reimbursement.

All employees of Subrecipient shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Subrecipient who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the project shall immediately be removed from association with the project.

Unless otherwise specified, Subrecipient shall furnish all equipment, materials, supplies, and other resources required to perform the work.

Article 16. SUBRECIPIENT SEAT BELT USE

Subrecipient agrees to adopt and enforce an on-the-job seat belt use policy requiring all employees to wear a seat belt when operating any vehicle owned, leased or rented by Subrecipient, including police vehicles.

Article 17. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

Subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Article 18. PROCUREMENT AND PROPERTY MANAGEMENT

Subrecipient shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to the Grant Agreement in accordance with Virginia law and Department policies and procedures, provided that such laws, policies and procedures are not in conflict with Federal standards, as appropriate, in 2 CFR Part 200 and 2 CFR Part 1201.

In the event of conflict, such Federal standards shall apply unless Virginia law or Department policies or procedures impose stricter requirements than the Federal standards.

Project Director's Initials JTB Date 8/29/22

Article 19. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Grant Agreement shall become the sole property of the Commonwealth in accordance with Va. Code §2.2-2822 and Executive Memorandum 4-95. On request, Subrecipient shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed during the performance of the Grant Agreement.

Article 20. RESEARCH ON HUMAN SUBJECTS

Subrecipient shall comply with the National Research Act, Public Law 93-348, regarding the protection of human subjects involved in research, development, and related activities supported by the Grant Agreement.

Article 21. ASSIGNMENT

The Grant Agreement shall not be assignable by Subrecipient in whole or in part without the written consent of the Department.

Article 22. NONDISCRIMINATION

- A. Subrecipient WILL COMPLY WITH ALL Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include, but are not limited to:
1. **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR Part 21;
 2. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 3. **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
 4. **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
 5. **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
 6. **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
 7. **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR Parts 37 and 38;
 8. **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
 9. **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of

Project Director's Initials



Date 8-29-22

limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087-74100).

B. The Subrecipient entity –

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program."

- C. Certifies that it has disclosed to the Department any administrative and/or court findings of noncompliance with nondiscrimination or equal opportunity laws, regulations or policies during the two preceding years. If Subrecipient has been cited for noncompliance with these laws, regulations or policies, Subrecipient will not be eligible to receive funding.

Article 23. DRUG-FREE WORKPLACE

Subrecipient certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103 – Federal grant recipients).

Project Director's Initials JTB Date 8/29/22

Article 24. BUY AMERICA ACT

Subrecipient will comply with the provisions of the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a Subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to the Secretary of Transportation for approval.

The National Highway Traffic Safety Administration (NHTSA) was granted a Buy America Act public interest waiver that became effective July 30, 2015, (Federal Register Vol. 80, No. 125, published June 30, 2015). This waiver allows a State or Subrecipient to purchase any manufactured product with a purchase price of \$5,000 or less, excluding a motor vehicle when the product is purchased using Federal grant funds administered under Chapter 4 of Title 23 of the United States Code. The "National Traffic and Motor Vehicle Safety Act of 1966" defines a motor vehicle as a vehicle driven or drawn by mechanical power and manufactured primarily for use on public streets, roads, and highways, but does not include a vehicle operated only on a rail line. See 49 U.S.C. 30102(a)(6). Therefore, the purchase of foreign-made cars, motorcycles, trailers and other similar conveyances must be made with a waiver regardless of price.

Article 25. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to the Grant Agreement as follows:

- A. Subrecipient agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with Federal funds. In this regard, Subrecipient shall make good faith efforts, in accordance with 49 CFR Part 26, to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- B. Subrecipient and any subcontractor shall not discriminate on the basis of race, color, national origin, sex, disability, or age in the award and performance of agreements funded in whole or in part with Federal funds.

These requirements shall be included in any subcontract or subagreement. Failure to comply with the requirements set forth above shall constitute a breach of the Grant Agreement and, after the notification by the Department, may result in termination of the Grant Agreement by the Department or other such remedy as the Department deems appropriate.

Article 26. DEBARMENT AND SUSPENSION

- A. Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in covered transactions by any State or Federal department or agency or otherwise excluded by any Federal or State department or agency;
 2. Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted or otherwise criminally or civilly charged by a Federal, State, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and

Project Director's Initials



Date 8/29/22

4. Have not, within a three-year period preceding this Grant Agreement, had one or more Federal, State, or local transactions terminated for cause or default.
- B. Where Subrecipient is unable to certify to any of the statements in this Article, such Subrecipient shall attach an explanation to the Grant Agreement.
- C. Subrecipient is prohibited from making any subcontract or sub-award or permitting any subcontract or sub-award to any party that does not certify to Subrecipient that such party meets the requirements set forth in Section A., Items 1–4 of this Article. When requested by the Department, Subrecipient shall furnish a copy of such certification.
- D. Subrecipient shall require any party to a subcontract or purchase order awarded under the Grant Agreement to certify its eligibility to receive Federal grant funds, and, when requested by the Department, to furnish a copy of the certification.
- E. Subrecipient shall provide immediate written notice to the Department if at any time Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- F. Subrecipient agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

Article 27. POLITICAL ACTIVITY (HATCH ACT)

Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Article 28. FEDERAL LOBBYING CERTIFICATION

Subrecipient certifies to the best of his or her knowledge and belief that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the party to the Grant Agreement shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. No funds under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subrecipient or agent acting for such Subrecipient related to any activity designed to influence legislation or appropriations pending before the Congress.
- D. Subrecipient shall require that the language of this certification be included in the award documents for all sub-awards (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant Agreement was made or entered into. Submission of this certification is a prerequisite for entering into this Grant Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Project Director's Initials JLH Date 8/29/22

Article 29. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

No funds under this Grant Agreement will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Virginia General Assembly, except in presentation to the General Assembly itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subrecipient or agent acting for such Subrecipient related to any activity designed to influence legislation or appropriations pending before the Virginia General Assembly.

Article 30. INTERPRETATION AND ENFORCEABILITY

In the event any terms or provisions of this Grant Agreement are breached by either party or in the event that a dispute may arise between the parties regarding the meaning, requirements, or interpretation of any terms and provisions contained in this Grant Agreement, then such breach or dispute shall be resolved pursuant to the terms of this Grant Agreement and the remedies available under the Code of Virginia. If Subrecipient is not a government entity, in the event the Department must initiate proceedings to enforce the terms and conditions of this Grant Agreement or seek redress for damages caused by Subrecipient's breach of this Grant Agreement, the Department shall be entitled to recover all costs including, without limitation, court costs and attorney fees, incurred in such proceedings.

Article 31. ADDITIONAL PROVISIONS

- A. Signature Authorized. Subrecipient's authorized approving official, signing the certification page of the Grant Agreement, has the legal authority to apply for Federal Assistance and has the institutional, managerial, and financial capability (including funds sufficient to pay costs subsequently reimbursed and the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B. Headings. The captions and headings used in this Grant Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.
- C. Notice. All notices, requests and demands shall be directed as follows:

To the Department: Virginia Department of Motor Vehicles
ATTENTION: Director, Virginia Highway Safety Office
Post Office Box 27412
Richmond, Virginia 23269-0001

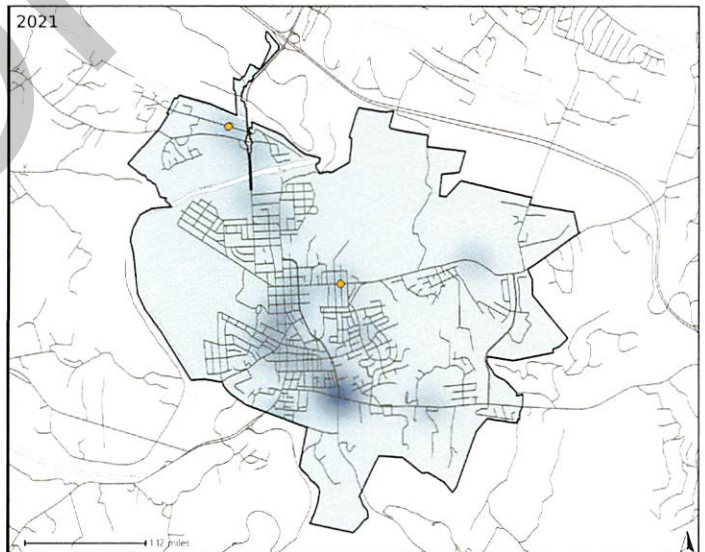
To Subrecipient: _____

Any notice, unless otherwise specified herein, will be deemed to have been given on the date such notice is personally delivered or is deposited in the United States certified mail, return receipt requested, properly addressed and with postage prepaid.

Project Director's Initials ADD Date 8/29/22

Front Royal Speed Crash Statistics

Available Crash Data - Calendar Year	2018	2019	2020	2021
Speed Crashes	16	13	15	19
Speed Fatal Crashes				
Highest Time Period(s)	No Speed Fatalities	No Speed Fatalities	No Speed Fatalities	No Speed Fatalities
Highest Day(s)				
Highest Month(s)				
Speed Serious Injury Crashes	3	1	1	2
Highest Time Period(s)	3:00am - 5:59am 3:00pm - 5:59pm (66%)	3:00pm - 5:59pm (100%)	3:00pm - 5:59pm (100%)	3:00pm - 5:59pm Noon - 2:59pm (100%)
Highest Day(s)	Thursday * Tuesday (66%)	Wednesday (100%)	Saturday (100%)	Monday * Thursday (100%)
Highest Month(s)	January * October (66%)	August (100%)	April (100%)	January (100%)
Speed Injury Crashes	6	5	6	8
Highest Time Period(s)	6:00am - 8:59am (33%)	3:00pm - 5:59pm (40%)	3:00pm - 5:59pm (50%)	Noon - 2:59pm (50%)
Highest Day(s)	Tuesday (50%)	Monday * Sunday (40%)	Friday (33%)	Saturday (38%)
Highest Month(s)	December (33%)	March (40%)	March (50%)	January * July (50%)



- Speed Fatal Interstate Crashes
- Speed Fatal Non-interstate Crashes
- Speed Serious Injury Interstate Crashes
- Speed Serious Injury Non-interstate Crashes

The blue gradient represents the density of all speed crashes.



This report was generated by the
Center for Geospatial Information Technology

JMC 8-29-22

Front Royal Speed Crash Statistics

2020 Fatal Crashes - Calendar Year

No fatal crashes occurred.

2021 Fatal Crashes - Calendar Year

No fatal crashes occurred.

2020 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
KERFOOT AVE		1

Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

2021 Serious Injury Crashes - Calendar Year

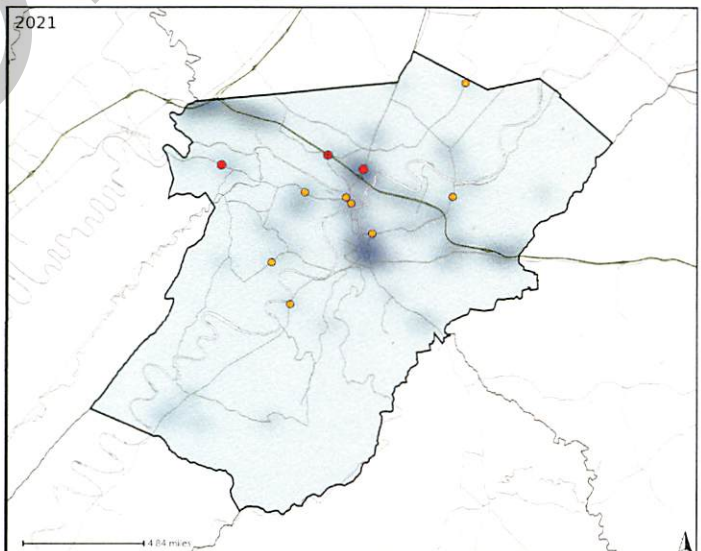
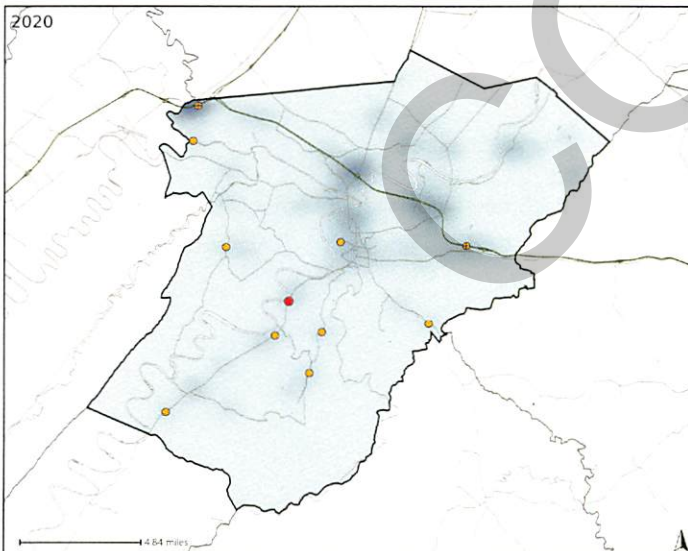
Street	Cross Street	Count
DUCK ST		1
6TH ST	WASHINGTON AVE	1

Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

Locations with equal crash counts are listed in random order in table and single crash locations may not be listed.

Warren County Speed Crash Statistics

Available Crash Data - Calendar Year	2018	2019	2020	2021
Speed Crashes	132	100	92	98
Speed Fatal Crashes	2	2	1	3
Highest Time Period(s)	6:00pm - 8:59pm 9:00am - 11:59am (100%)	3:00am - 5:59am 3:00pm - 5:59pm (100%)	Noon - 2:59pm (100%)	9:00am - 11:59am (67%)
Highest Day(s)	Saturday + Thursday (100%)	Thursday + Wednesday (100%)	Thursday (100%)	Sunday (67%)
Highest Month(s)	March + October (100%)	August + December (100%)	July (100%)	July (67%)
Speed Serious Injury Crashes	12	8	10	8
Highest Time Period(s)	6:00am - 8:59am 6:00pm - 8:59pm (50%)	3:00pm - 5:59pm (50%)	3:00pm - 5:59pm (30%)	3:00pm - 5:59pm (50%)
Highest Day(s)	Saturday (33%)	Friday + Wednesday (50%)	Sunday (40%)	Thursday (38%)
Highest Month(s)	August + September (34%)	August + January (50%)	April + July (40%)	January + November (50%)
Speed Injury Crashes	50	37	41	38
Highest Time Period(s)	6:00am - 8:59am (26%)	3:00pm - 5:59pm (32%)	3:00pm - 5:59pm (24%)	Noon - 2:59pm (34%)
Highest Day(s)	Tuesday (26%)	Sunday (30%)	Saturday + Sunday (40%)	Saturday + Thursday (36%)
Highest Month(s)	February (12%)	July + March (32%)	November (15%)	July + June (26%)



- Speed Fatal Interstate Crashes
 - Speed Serious Injury Interstate Crashes
 - Speed Fatal Non-interstate Crashes
 - Speed Serious Injury Non-interstate Crashes
- The blue gradient represents the density of all speed crashes.

STA 8/29/22

Warren County Speed Crash Statistics

2020 Fatal Crashes - Calendar Year

Street	Cross Street	Count
STONEWALL JACKSON HWY		1

Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

2021 Fatal Crashes - Calendar Year

Street	Cross Street	Count
STRASBURG RD		1
WINCHESTER RD	CROOKED RUN BLVD	1
I-66		1

Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

2020 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
BROWNTOWN RD	POOR HOUSE RD	1
STONEWALL JACKSON HWY		1
REMOUNT RD		1
LONG MEADOW RD		1
MOUNTAIN RD		1
I-66		1
BROWNTOWN RD		1
STONEWALL JACKSON HWY	ROCKY HOLLOW RD	1
KERFOOT AVE		1
I-81		1

Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

2021 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
STRASBURG RD		1
DUCK ST		1
SHENANDOAH AVE	QUADRANT RD	1
STONEWALL JACKSON HWY		1
6TH ST	WASHINGTON AVE	1
MORGAN FORD RD	SHANNON LN	1
RIVERMONT DR		1
ROCKLAND RD		1

Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

Locations with equal crash counts are listed in random order in table and single crash locations may not be listed.



Work Session Agenda Statement

Item #03C

Meeting Date: September 12, 2022

Agenda Item: FY23 Budget Amendment for Law Enforcement Block Grant

Summary: Council is requested to approve a FY23 Budget Amendment in the amount of \$2,276 to increase FY23 budgeted revenues to receive funds from the Virginia Department of Criminal Justice Services Local Law Enforcement Block Grant Program and allocate \$2,276 to help support public safety and crime prevention efforts.

Budget/Funding:	1000-3310010	General Fund Grant Proceeds	\$2,276
	3102-45413	Police Patrol Other Operating Supplies	\$2,276

Staff Recommendation: Staff recommends approving as presented and place on the Consent Agenda for the September 26th Regular Council Meeting Agenda.



Work Session Agenda Statement

Item # 03D

Meeting Date: September 12, 2022

Agenda Item: Contract Amendment/Budget Transfer to Replace Curb/Gutter & Install Sidewalk on Commerce Avenue

Summary: Council is requested to approve a contract amendment for Imperio Construction and budget transfer in the amount of \$81,695.50 that would allow Imperio Construction to replace curb and install sidewalk along a portion of South Commerce Avenue from Prospect Street to South Street.

This would amend the original contract approved by Town Council on March 28th, 2022 for installation of curb and gutter services by Imperio Construction from \$414,882.00 to a total of \$496,577.00.

Budget/Funding:

Budget Transfer from Street Reconstruction to Curb/Gutter & Sidewalk Line Items		
4500-47927	Highway Maintenance Street Reconstruction	<\$81,695.00>
4500-45477	Highway Maintenance Curb & Gutter Reconstruction	\$49,295.00
4500-47909	Highway Maintenance New Sidewalk Construction	\$32,400.00

Staff Recommendation: Staff recommends approving as presented and place on the Consent Agenda for the September 26th Regular Council Meeting Agenda.



QUOTE

Date: 4/25/2022
 Quote #: FR220425
 Customer ID:
 Valid Through: 5/25/2022

IMPERIO CONSTRUCTION, LLC

7900 Sycamore Drive,
 Falls Church, VA 22042
 PHONE: 703-439-9047
 PREPARED BY: Jason Esteves

CUSTOMER CONTACT:

NAME: Steve Scheule
 ADDRESS: Town of Front Royal
 CITY, ST, ZIP: Front Royal, VA
 PHONE: 540-692-4725
 EMAIL: sscheulen@frontroyalva.com

PROJECT:

NAME: **S Commerce Additional Work**
 ADDRESS: S Commerce Avenue
 CITY, ST, ZIP: Front Royal, VA 22630

BID ITEM #	DESCRIPTION	UNIT	QTY	PRICE	TOTAL
<u>1</u>	Maitenance of Traffic	1.00	LS	\$ 5,000.00	\$5,000.00
<u>2</u>	Curb Demo	805.00	LF	\$ 10.97	\$8,830.85
<u>3</u>	Sidewalk (per VDOT standard)	720.00	SY	\$ 45.00	\$32,400.00
<u>4</u>	CG-6 (per VDOT standard)	845.00	LF	\$ 41.97	\$35,464.65
				SUBTOTAL	\$81,695.50
				TAX RATE	
				TAX DUE	
				TOTAL DUE	\$81,695.50

*** Quantities are approximations. Actual quantities to be taken (measured), and approved by Town of Front Royal and Imperio Construction for billing purposes.

COMMENTS:

Nat Gomes

Nat Gomes

4/25/2022

DATE

CLIENT ACCEPTANCE

DATE



Work Session Agenda Statement

Item # 03E

Meeting Date: September 12, 2022

Agenda Item: Wastewater Treatment Plant Clarifier #4 Repairs

Summary: Council is requested to approve a sole source procurement of services from Evoqua Water Technologies in the amount of \$87,337.30 to make repairs to clarifier #4 at the Wastewater Treatment Plant.

The WWTP clarifiers are settling tanks used to remove solid particles from liquid for clarification of wastewater treatment. The WWTP is able to operate temporarily without clarifier #4, but could exceed established limits on wastewater discharge if the clarifier remains out of service for a long duration of time.

Budget/Funding: Funds for these unexpected repairs were not included in the adopted FY23 Budget. Staff has processed a FY23 Budget Transfer to decrease budgeted funds for I&I Abatement and reallocate funds to cover these necessary repairs to the Wastewater Treatment Plant.

9801-43002	Wastewater Treatment Plant Professional Services	\$87,337.30
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Staff Recommendation: Staff recommends approving as presented and placing on the Consent Agenda for the September 26th Regular Council Meeting



To: Front Royal, VA

Date 5/4/2022

To whom it may concern:

This is to confirm that Evoqua Water Technologies is the sole source for all Envirex™, US Filter™, Siemens™.

We are the OEM and retain all drawings and proprietary rights on this equipment, and we are the OEM.

Heyward Virginia is our Sales Representative in this area.

No one else is authorized to sell, solicit or manufacture our products in your area.

If you should have any questions regarding this matter, please feel free to contact me.

Sincerely,

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

Douglas Pimlott

Evoqua Water

2607 N Grandview Blvd. Suite 130

Waukesha, WI 53188

Tel: 262-521-8468

Fax: 262-521-8272

Proposal For: FRONT ROYAL WWTP
 Robbie Taylor
 1100 MANASSAS AVE
 FRONT ROYAL, VA 22630
 Phone: 540-683-1241
 wwtp@frontroyalva.com

Jeremy Finnel
 Evoqua Water Technologies
 N19W23993 Ridgeview Pkwy, Suite 200
 Waukesha, WI 53188
 Phone: (262) 521-8202
 jeremy.finnel@evoqua.com

Item Pricing Summary

Item	Part No Description	Qty	Net Price	Ext. Price
1	W3T260571 Turn Key Installation (no electrical)	1 EA	\$43,600.00	\$43,600.00
2	W3T22412 DRIVE ASSY-H40ALT, CW,0.04RPM,EURO Reference #: 603-81657-80	1 EA	\$40,840.00	\$35,840.00
3	W2T119476 SEAL-MANF, 3.625"W X 600"L X 0.25"THK; Reference #: 103-81481-1	50 FT	\$9.81	\$490.50
4	W2T119880 KIT,CLAMP W/BAND 50' X.62" FSTNRS & SPLC Reference #: 303-1380-1	1 EA	\$156.80	\$156.80

Currency: USD

Item(s) Subtotal:	\$87,087.30
Shipping and Handling Charges:	\$2,250.00
Total Net Price:	\$87,337.30

Material Escalation

Due to volatility in steel costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 334.957 for March 2022. If the MMPI exceeds 341.656 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI exceeds 341.656.

Please provide tax exempt certificate with purchase order.

Our Manufacturer Rep in your area is:

Representative: Steve Childers



eVOQUA
WATER TECHNOLOGIES

Quote Number: 2022-528605
Account ID: 0002169337

Original Evoqua Contract No.: H108433

Company: Heyward Incorporated of Virginia, Inc.
List Address: 10146 West Broad Street
Glen Allen, VA, 23060
Phone: (804) 543-5971
Email: schilders@heywardincorporated.com

Payment Terms and Delivery

PO Terms

Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Shipping Information

- Prepaid and Add: Shipping and Handling Charge

Terms

- This quote is valid until 09-03-2022
- Payment terms are N30 - Net 30 days with proper credit, and are subject to the attached Evoqua Water Technologies Terms and Conditions

Sales Tax & GST:

- The pricing provided in this proposal does not include applicable Sales Tax or GST.
- If your company is exempt from Sales Tax or GST, or eligible for a reduced rate of tax, a tax exemption certificate must be provided no later than with your purchase order.
- If a timely, valid exemption certificate or other documentation is not provided, any applicable Sales Tax or GST will be invoiced and payable.
- New customers may be required to supply a signed credit application to be approved for credit terms.
- **NOTE:** Effective May 2022, you may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faqs/>. Ask us how to avoid paying fees by migrating to ACH CTX payment type.
- We require hard documentation of your ordering for Evoqua to process your order. For your convenience, we can start processing your order by signing and returning:
 - Fax to:
 - or Email to: jeremy.finnel@evoqua.com
- You may also mail to:
 - Evoqua Water Technologies
 - N19W23993 Ridgeview Pkwy, Suite 200
 - Waukesha, WI 53188

Evoqua Water Technologies Banking Details

ACH - CTX

Evoqua's preferred payment method is via ACH - CTX:

JP Morgan Chase Bank
Attn: Evoqua Water Technologies, LLC
Account #: 603148011
Swift Code: CHASUS33
ACH Routing / ABA: **044000037**
Wire Routing / ABA: **021000021**
Remittance details should go to: **electronicfunds@evoqua.com**

Paper checks via Postal Service

Paper checks via Postal Service:

Send to our Lockbox, address is:
Evoqua Water Technologies LLC
28563 Network Place
Chicago, IL 60673-1285

Paper checks via Overnight / Courier

Paper checks via Overnight / Courier:

JP Morgan Chase Bank
Attn: Evoqua Water Technologies Lockbox 28563
131 S Dearborn, 6th Floor
Chicago, IL 60603
Remittance details should go to: **electronicfunds@evoqua.com**

**** If ever instructed to change banking information, contact us immediately at 1-800-466-7873 ****

Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days of invoice date. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.
11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then *any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.*
12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.
13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.
15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Accepted by: _____

Print: _____

Date: _____



Work Session Agenda Statement

Item # 03F

Meeting Date: September 12, 2022

Agenda Item: Water Backflow Prevention Program

Summary: Council is requested to approve a task order for CHA Engineering in the amount of \$49,000 to complete the development and implementation of a water backflow prevention program to meet the Commonwealth of Virginia Department Water Works Regulation.

In accordance with the Virginia Public Procurement Act, C.H.A. Engineering was awarded a contract with the Town of Front Royal for Environmental Engineering Services by Town Council on June 27, 2022. The Town of Front Royal requires Council's approval to procure engineering services exceeding \$25,000.

Budget/Funding: Funds were previously budgeted for Back Flow Prevention Program and were set aside on Town purchase order number 30052 under the following line item:

9601-R43002	Water Treatment Plant Professional Services	\$49,000.00	PO#30052
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Staff Recommendation: Staff recommends approving as presented and place on the Consent Agenda for the September 26th Regular Council Meeting



Town of Front Royal Public Works

MEMORANDUM

TO: Megan Clark, Purchasing Agent

FROM: Robert B Boyer, Public Works Director

DATE: August 30, 2022

SUBJECT: Proposal for Backflow Prevention Program Development

We received a proposal from CHA Engineering to develop a backflow prevention program so the town can meet the Virginia Department of Health requirements and become compliant. This is a requirement in the towns water plant inspection report from the Virginia Department of Health for several years now. We recommend moving forward with the proposal from CHA Engineering in the amount of \$49,000.00. This funding has already been budgeted and is on PO#30052.

If you have any questions or need any further information, please contact me at 540-692-4789.

Thank You.



**Town of Front Royal
Task Order 1-2022**

Backflow Prevention Program Development and Implementation Support Services

This Task Order supplements the August 2, 2022 Master Services Agreement (AGREEMENT) for Professional Environmental Engineering Services by and between Town of Front Royal (Town or OWNER) and CHA Consulting, Inc. (CHA or ENGINEER).

Part 1.0 – Project Description

In response to a 2010 Virginia Department of Health (VDH) notification of noncompliance, the Town submitted a general plan for the development and implementation of a backflow prevention program. The Town's proposed program included a multi-year implementation schedule that included reviewing and revising the ordinance; development of program documentation and forms; distribution of user questionnaires; determination of user's hazard status; identification of backflow prevention devices at high and medium risk and the users' locations; and annual distribution of questionnaires. In 2011, the Town received notice from the VDH that the Town's planned backflow prevention program complied with the Commonwealth of Virginia's *Waterworks Regulations: Cross-Connection and Backflow Prevention Control in Waterworks*. Since the initiation of this program, the Town submitted questionnaires to users as a means to identify qualifying users and determine hazard status. The Town has not yet implemented the majority of the items included in that 2010 plan to VDH and has requested engineering services for the development and implementation of the backflow prevention program.

Part 2.0 – Scope of Work

CHA will provide backflow prevention program development completion services and will assist with the initial implementation of this program. The proposed program will build on the program components previously developed by the Town and will be modified as needed to fully comply with 12VAC5-590-580 *et. seq.* This will include:

- Kick-off Meeting with Pertinent Town staff
- Identification of Qualifying Facilities
 - Review current ordinance and identify any additional elements required for the Town to update the ordinance to meet current regulatory requirements
 - Review of previous (2016) questionnaire results
 - Identify additional facilities to include in questionnaire
 - Develop new questionnaire for Town distribution and use
 - Review new questionnaire results
- Compilation of Data
 - Build database of current qualifying facilities
 - Determine hazard status
 - Develop general schedule for annual facility inspections
- Program Implementation
 - Identify Town staff responsibilities
 - Create forms and other supplemental materials such as brochures and letters
 - Identify a certified backflow prevention inspector(s) to conduct facility inspections or assist Town staff on identifying a program for Town staff to complete this course and become certified

- Assist Town staff on follow-up with qualifying facilities that need to install a backflow prevention device
- Final meeting to discuss program and coordinate Town staff implementation

Part 3.0 - Schedule

CHA and the Town will work together to schedule a kickoff meeting date to include pertinent Town of Front Royal and CHA staff members. The schedule below is a tentative schedule proposed for the action items and can be refined as part of the kickoff meeting; generally, we anticipate approximately one year to develop and complete the initial implementation of the program described above.

- | | |
|--|--------------------------------|
| 1. Kick-off Meeting | September 2022 |
| 2. Identification of Qualifying Facilities | September 2022 – December 2022 |
| 3. Compilation of Data | January 2023 – March 2023 |
| 4. Program Implementation | April 2023 – August 2022 |
| 5. Final Meeting | September 2023 |

Part 4.0 – Payments to the Engineer

The lump sum costs for CHA to provide the scope of services described herein is \$49,000. Additional services not described herein including participation in Town Council meetings or meetings with the Virginia Department of Health or other agency staff may be provided upon request. The estimated costs of any additional services will be provided to the Town for approval prior to the initiation of these services.

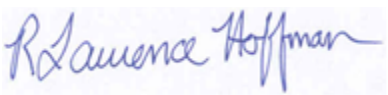
Part 5.0 - Signatory

This TASK ORDER No. 1-2022 is executed this ____ day of September 2022.

Town of Front Royal

CHA Consulting, Inc.

By: _____
(Signature)

By:  _____
(Signature)

Name: Kathleen Leidich
Title: Interim Town Manager

Name: R. Lawrence Hoffman
Title: Associate Vice President

Date: _____

Date: August 29, 2022



Work Session Agenda Statement

Item #03G

Meeting Date: September 12, 2022

Agenda Item: Bid Award for De-Icing Road Salt

Summary: Council is requested to approve the bid award for de-icing road salt to Morton Salt, Inc. at \$89.09 per ton.

Budget/Funding: funding available in the Streets Department line item 4500-45478

Staff Recommendation: Staff recommends approving the award as presented and place on the Consent Agenda for the September 26th Regular Council Meeting



Town of Front Royal Public Works

MEMORANDUM

TO: Megan Clark, Purchasing Agent

FROM: Robert B Boyer, Public Works Director

DATE: August 30, 2022

SUBJECT: Recommendation for De-Icing Road Salt

We have reviewed the three bids received from vendors to provide De-Icing Road salt used for winter road maintenance. I would like to recommend moving forward with the lowest bidder Morton Salt, INC at \$89.09 per ton, Morton Salt has provided de-icing road salt to the town in the past and done a good job with meeting the towns need during the winter months.

There's funding already set aside of this under 4500-5478

If you have any questions or need any further information, please contact me at 540-692-4789.

Thank You.

VENDOR SPREAD SHEET



Town of Front Royal, VA

IFB #27-2022 ROAD SALT

BID/PROPOSAL OPENING DATE: 8/23/2022

BID/PROPOSAL OPENING TIME: 2:00 PM

		MORTON SALT, INC. CHICAGO, IL	EASTERN SALT CO. INC. LOWELL, MA	MID-ATLANTIC SALT, LLC GLADWYNE, PA
QTY	ITEM DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	DELIVERED DE-ICING ROAD SALT	\$89.09/TON	\$98.90/TON	\$99.00/TON
Total Bid		\$89.09	\$98.90	\$99.00

***DENOTES NON-RESPONSIVE BID**

The VENDOR SPREAD SHEET is generated from the initial, raw information collected. No award decision has been made.

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



Work Session Agenda Statement

Item #03H

Meeting Date: September 12, 2022

Agenda Item: Bid for Water and Wastewater Chemicals

Summary: Council is requested to approve bids for FY23 water and wastewater treatment chemicals at firm fixed pricing.

Budget/Funding: Funding available in FY23 Water Treatment budget line item 9601-45605 "Chemicals", and the FY23 Wastewater Treatment budget line item 9801-45406 "Chemicals".

- Marubeni America Corp, Harrison NY – sodium permanganate (\$6,348.41), and Potassium Permanganate Technical Grade (\$27,984)
- Brenntag Mid-South Inc, Bedford, VA – carbon (\$12,760) and sodium fluoride (\$27,480)
- and glycerin (\$154,700
- Univar Solutions, Inc., Morrisville, PA – polyaluminum hydroxychlorosulfate (\$73,120), and
- sodium hypochlorite (\$126,900)
- USALCO, Baltimore, MD – Delpac-XG (\$85,816.80)

Staff Recommendation: Staff recommends approving the award as presented and placed on the Consent Agenda for the September 26th Regular Council Meeting



Town of Front Royal, Virginia

Purchasing, Department of Finance

MEMORANDUM

Date: August 30, 2022
To: Tina Presley, Senior Executive Assistant
From: B.J. Wilson, Director of Finance
RE: Request to add Consent Agenda item to Town Council's Regular Meeting

Purchasing issued a solicitation for water treatment and wastewater treatment chemicals. The procurement method was sealed competitive bidding.

On, Thursday, August 25, 2022, Purchasing held a public bid opening and received nine (9) bids. Staff recommends awarding the following bidders their bid for firm fixed pricing on FY23 chemicals as follows:

- Marubeni America Corp, Harrison NY – sodium permanganate (\$6,348.41), and Potassium Permanganate Technical Grade (\$27,984)
- Brenntag Mid-South Inc, Bedford, VA – carbon (\$12,760) and sodium fluoride (\$27,480)
- and glycerin (\$154,700
- Univar Solutions, Inc., Morrisville, PA – polyaluminum hydroxychlorosulfate (\$73,120), and
- sodium hypochlorite (\$126,900)
- USALCO, Baltimore, MD – Delpac-XG (\$85,816.80)

The Public Works department has budgeted an expense of \$94,000 for all water treatment chemicals, and \$650,000 for all wastewater treatment chemicals throughout the year. Town Council is requested to review and approve the award. Attached to this memo is recommendation memos from Robbie Boyer, Public Works Director and Mike Kisner, Water Treatment Plant Manager, and the bid tabulation. Please add this consent agenda item to the next available Regular Town Council agenda.

Funding for these chemicals will be available in the FY23 Water Treatment budget line item 9601-45605 "Chemicals", and the FY22 Wastewater Treatment budget line item 9801-45406 "Chemicals".

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



Town of Front Royal Public Works

MEMORANDUM

TO: Megan Clark, Purchasing Agent

FROM: Robert B Boyer, Public Works Director

DATE: August 30, 2022

SUBJECT: Recommendation Memo for Treatment Plant Chemicals

We have reviewed the bids we've received for various types of chemicals for both the town's water treatment and wastewater treatment plant. These chemicals are used daily to treat the towns drinking water and the towns wastewater before it's returned to the Shenandoah River. We recommend proceeding with the lowest bidder for each chemical needed to allow each treatment plant to continue operating efficiently and within the permit limits set by the State.

If you have any questions or need any further information, please contact me at 540-692-4789.

Thank You.

VENDOR SPREAD SHEET

BID/PROPOSAL OPENING TIME: 2:00 PM	KUEHNE CHEMICAL, CO, INC. KEARNY, NJ	CHEMTRADE CHEMICALS PARISPPANY, NJ	MARUBENI AMERICA CORP. HARRISON, NY	SHANNON CHEMICAL CORP. MALVERN, PA	UNIVAR SOLUTIONS, INC. MORRISVILLE, PA	BRENNTAG MID- SOUTH INC BEDFORD, VA	USALCO BALTIMORE,MD	SUFFOLK SALES & SERVICES CORP. SUFFOLK, VA	ENVIRONMENTAL OPERATING SOLUTIONS INC. POCASSET, MA
	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
WATER TREATMENT PLANT CHEMICAL DESCRIPTION									
ESTIMATED 32,000 GALLONS POLYALUMINUM HYDROXYCHLOROSULFATE EQUIVALENT TO DELPAC 2020		\$4.815			\$2.2850/GALLON				
ESTIMATED 54,000 GALLONS SODIUM HYPOCHLORITE	\$4.95/GALLON				\$2.35/GALLON	Non-Responsive			
ESTIMATED 4 TONS CARBON (AQUA NUCAR) 50# BAGS ONLY						\$3,190 (MIN ORDER 1 PALLET)			
ESTIMATED 6 TONS SODIUM FLUORIDE (CRYSTAL) 50 LBS BAG ONLY					\$5.576/TON	\$4,580/ton (MIN ORDER 1 PALLET)			
ESTIMATED 6 TONS TECHNICAL GRADE ONLY POTASSIUM PERMANGANATE 55# PAILS			\$4,664/TON	\$6,340/TON	\$5,022/TON	Non-Responsive			
ESTIMATED 8 DRUMS SODIUM PERMANGANATE			\$793.551/DRUM	\$1,144.17/DRUM	\$915.43/DRUM	Non-Responsive			
WASTEWATER TREATMENT CHEMICAL DESCRIPTION									
ESTIMATED 52,000 GALLONS GLYCERIN						\$2.9750/G (MIN ORDER 4500G)		\$3.04	\$3.05
ESTIMATED 18,000 GALLONS DELPAC-XG		\$7.77					\$4.7676		

***DENOTES NON-RESPONSIVE BID**

The **VENDOR SPREAD SHEET** is generated from the initial, raw information collected. No award decision has been made.

Prepared by: Megan Clark, VCA



Work Session Agenda Statement

Item #03I

Meeting Date: September 12, 2022

Agenda Item: Amendment to Dominion Energy Water & Sewage Service Agreement

Summary: Council is requested to approve an amendment to Dominion Energy's water and sewage service agreement with the Town of Front Royal. The original agreement allowed for monthly payments totaling \$3.5 Million from Dominion Energy to the Town of Front Royal over the course of a repayment period equaling the Town of Front Royal's loan amortization.

The proposed amendment will accelerate payments from Dominion Energy to the Town of Front Royal totaling \$3.5 million based upon the following schedule:

- Payment of Three Hundred Fifty Thousand Dollars (\$350,000) upon the Town meeting all regulatory requirements and obtaining all permits and approvals necessary to complete the Looping Project, and the construction contract has been awarded with a start date within six months of award.
- Payment of One Million Four Hundred Thousand Dollars (\$1,400,000) upon the commencement of construction defined as: 1) the contractor has provided a schedule for completion, 2) equipment is on-site and excavation work, excluding E&S work, has begun.
- Payment of One Million Four Hundred Thousand Dollars (\$1,400,000) upon completion of 50% of the construction per contractor's schedule and work is ongoing with no anticipated delays.
- Payment of Three Hundred Fifty Thousand Dollars (\$350,000) upon completion of 100% of the construction and Customer has access to a redundant supply of water.

Budget/Funding: Budget amendment will be requested upon awarding of construction contract.

Staff Recommendation: Staff recommends approving as presented and place on the Consent Agenda for September 26th Regular Council Meeting Agenda

TOWN OF FRONT ROYAL, VIRGINIA

AMENDMENT TO WATER AND SEWERAGE SERVICE AGREEMENT FOR COUNTY INDUSTRIAL CUSTOMERS

THIS AMENDMENT to that Water and Sewerage Service Agreement for County Industrial Customers dated March 9, 2011, is made and entered into on the Effective Date, as defined below, by and between the Town of Front Royal, Virginia a municipal corporation, ("Town") and Virginia Electric and Power Company, a Virginia public service corporation ("Customer").

Recitals

WHEREAS, Town and Customer entered into that certain Water and Sewerage Service Agreement for County Industrial Customers dated March 9, 2011 ("Agreement") for the provision of water and sewer services to the Customer's 1,370-megawatt power station facility ("Facility"); and

WHEREAS, in the section entitled "Off-Site Infrastructure Costs" of the Agreement, Customer acknowledged the value of constructing a redundant large-capacity water line to ensure uninterrupted water service to the Facility in the event of a rupture of the existing water line ("Looping Project"), and agreed to offset the cost of constructing the Looping Project by paying seventy-five percent (75%) of the total cost to construct, up to a maximum amount not to exceed Three Million Five Hundred Dollars (\$3,500,000) over a period of five (5) years from the commencement of construction ("payment structure"); and,

WHEREAS, the Looping Project is now in the final planning stages for construction at a total cost of Million (\$) and Customer wishes to amend the payment structure contained in the Off-Site Infrastructure Costs section of the Agreement in order to simplify and accelerate payments to the Town.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Town and Customer covenant and agree to amend the fourth paragraph of the section entitled "Off-Site Infrastructure Costs" of the Agreement to read in its entirety as follows:

Customer's payments to the Town for the Looping Project shall be made in accordance with this paragraph. During construction of the Looping Project, Customer's payments to the Town shall be made on the following confirmed construction schedule:

- Payment of Three Hundred Fifty Thousand Dollars (\$350,000) upon the Town meeting all regulatory requirements and obtaining all permits and approvals necessary to complete the Looping Project, and the construction contract has been awarded with a start date within six months of award.
- Payment of One Million Four Hundred Thousand Dollars (\$1,400,000) upon the commencement of construction defined as: 1) the contractor has

provided a schedule for completion, 2) equipment is on-site and excavation work, excluding E&S work, has begun.

- Payment of One Million Four Hundred Thousand Dollars (\$1,400,000) upon completion of 50% of the construction per contractor's schedule and work is ongoing with no anticipated delays.

- Payment of Three Hundred Fifty Thousand Dollars (\$350,000) upon completion of 100% of the construction and Customer has access to a redundant supply of water.

Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Agreement, all of which are ratified by the Town and the Customer and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Agreement and this Amendment, the terms and conditions of this Amendment will govern and control.

The persons who have executed this Amendment represent and warrant that they are duly authorized to execute this Amendment in their individual or representative capacity as indicated.

This Amendment shall be executed in two counterparts, each of which shall be deemed an original, but which together shall constitute a single instrument. Signed facsimile and electronic copies of this Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year last written below (the "Effective Date").

VIRGINIA ELECTRIC AND POWER COMPANY

By: _____ DATE: ____/____/2022

TOWN OF FRONT ROYAL, VIRGINIA

By: _____
Town Manager

Approved as to Form:

By: _____
Town Attorney



TOWN OF FRONT ROYAL

DEPARTMENT OF LEGAL SERVICES
TOWN HALL
16 N. ROYAL AVENUE
FRONT ROYAL, VIRGINIA 22630-2612
(540) 635-7872
FAX (540) 635-4281

THOMAS R. ROBINETT
Town Attorney
email: trobinett@frontroyalva.com

GEORGE M. SONNETT
Assistant Town Attorney
email: gsonnett@frontroyalva.com

MEMORANDUM

TO: Steve Burke, Interim Town Manager
Kim Gilkey-Breeden, Director of Finance
Jimmy Hannigan, Director of Environmental Services

FROM: Thomas R. Robinett, Town Attorney *Tom*

DATE: March 17, 2011

SUBJECT: VEPCO (Dominion Power) Contract

I am attaching, for your files, a copy of the water/sewer Contract between the Town and VEPCO (Dominion Power), now fully executed by both parties. Please allow this memo to document that the original of this instrument remains in my files.

Please call me with your questions or concerns.

*BT- please make
a copy a keep
for billing*

Km

Dominion Resources Services, Inc.
120 Tredegar Street, Richmond, VA 23219
Mailing Address: P.O. Box 26532
Richmond, VA 23261
Web Address: www.dom.com



March 14, 2011

Thomas R. Robinett, Esq.
Department of Legal Services
Town of Front Royal
16 N. Royal Avenue
Front Royal, VA 22630-2612

Dear Tom,

I have attached an original signed Water and Sewage Service Agreement between Dominion and the Town of Front Royal.

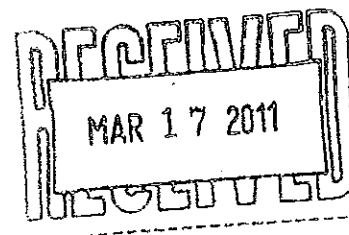
I thank you, Steve Burke, and the Town Council for your efforts with this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read "J. Eck", is written over a large, light gray "COPY" watermark that runs diagonally across the center of the page.

James E. Eck
Vice President-Business Development

Enclosure



TOWN OF FRONT ROYAL, VIRGINIA

Water and Sewerage Service Agreement for County Industrial Customers

This Service Agreement ("Agreement") is made between the Town of Front Royal, Virginia, a Municipal Corporation chartered and existing under the laws of the Commonwealth of Virginia, (hereafter, the "Town"); and the Virginia Electric and Power Company, a Virginia public service corporation (hereafter, "Customer") who owns industrial property, identified on Tax Maps 12H as Lots 1, 3 and 5-10, commonly known as the Warren Industrial Park, located on Kelley Drive upon which Customer proposes to build an approximately 1,300 MW electric generating facility (hereafter "Facility").

In exchange for the Town's provision of water and sewer services to the Facility outside of the Town's corporate limits at the approximate consumption level of water at a peak of 652,320 gallons per day, and an approximate peak discharge to the sewer of 295,260 gallons per day, Customer agrees to the following:

DEPOSIT

Pursuant to Town Code Section 134-71 (A)(2), no advance deposit shall be required from this Customer.

COMPLIANCE WITH LAW

Town and Customer agree to comply with all Town ordinances concerning these services.

SERVICE RATES

WATER

From the date that Customer first begins to consume water at the Facility site until the date that Customer begins delivery of electricity from the Facility to the transmission grid (the "Commercial Operations Date"), Customer shall pay the duly enacted standard out-of-town water rate established by Town Code Section 134-31.1. Commencing on the Commercial Operations Date, Customer shall pay to the Town the duly enacted standard in-town water rate established by Town Code Section 134-31.1, as is in effect on Commercial Operations Date, which rate shall remain in effect for five (5) years thereafter, PROVIDED, HOWEVER that the Town reserves the right to amend the aforesaid standard in-town water rate under Section 134-31.1 and increase its water rate to all of its in-town customers, to include Customer, during this five-year period. At the end of said five-year period,

the Customer's water rate shall be Fifty per cent (50%) more than the duly enacted standard in-town water rate under Section 134-31.1, which rate shall continue until the tenth (10th) anniversary of the Commercial Operations Date, PROVIDED, HOWEVER that the Town reserves the right to amend the aforesaid standard in-town water rate under Section 134-31.1 and increase its water rate to all of its in-town customers, to include Customer, during this five-year period. At the end of said ten-year period, the Customer's water rate shall be the duly enacted standard water rate applicable to all out-of-town customers established by Section 134-31.1, or its successor, as is in effect on that date.

SEWER

From the date that Customer first begins discharging sewer from the Facility site into the Town system until the Commercial Operations Date (as defined above) Customer shall pay to the Town the duly enacted standard out-of-town sewer rate established by Town Code Section 134-22.1. Commencing on the Commercial Operations Date, Customer shall pay to the Town the duly enacted standard in-town sewer rate established by Town Code Section 134-22.1, as is in effect on Commercial Operations Date and such rate shall remain in effect for five (5) years thereafter, PROVIDED, HOWEVER that the Town reserves the right to amend the aforesaid standard in-town sewer rate under Section 134-22.1 and increase its sewer rate to all of its in-town customers, to include Customer, during this five-year period. At the end of said five-year period, the Customer's sewer rate shall be Fifty per cent (50%) more than the aforesaid standard in-town sewer rate under Section 134-22.1, which rate shall continue until the tenth (10th) anniversary of the Commercial Operations Date, PROVIDED, HOWEVER that the Town reserves the right to amend the aforesaid standard in-town sewer rate under Section 134-22.1 and increase its sewer rate to all of its in-town customers, to include Customer, during this five-year period. At the end of said ten-year period, the Customer's sewer rate shall be the duly enacted standard sewer rate applicable to all out-of-town customers established by Section 134-22.1, or its successor, as is in effect on that date.

CONNECTION FEES

Customer agrees to pay the connection fees for water described in Town Code Section 134-30 (J), and the connection fees for sewer described in Town Code Section 134-22 (I) in effect at the time it begins construction of the Facility.

OFF-SITE INFRASTRUCTURE COSTS

Customer acknowledges that is necessary for the Town to construct the improvements to the Town's water and sewer systems described in this paragraph in order to provide service to the Facility. Town agrees to commence and thereafter diligently pursue completion of the improvement described in this paragraph (i) promptly after Customer receives all required regulatory approvals and permits

construction of the Facility, and (ii) on a schedule that will allow their completion twelve months prior to the Customer's in-service date for the Facility (currently estimated to be December 2014). Customer, hereby agrees to provide the Town with the necessary funding to construct the "Guard Hill improvements" described at page 14 of the "Olver Study", an engineering analysis of those improvements which is quite familiar to both parties, estimated to cost \$345,000.00, together with a pump station project described at page 29 of said Study estimated to cost \$145,000.00; PROVIDED, HOWEVER, that (i) the "on-site equalization" portions of the said study shall not be a part of Customer's commitment under this Agreement; (ii) Customer shall be given reasonable opportunity to review and provide comments on the request for proposals for the contracts for the proposals prior to their issuance; and (iii) PROVIDED, FURTHER, that both parties agree that all required and necessary regulatory requirements and permits of any description for the construction of the Facility have been obtained, whether or not construction has actually begun, before Customer shall be required to make any such payments. If such regulatory permits or approvals are not obtained, or Customer informs the Town that it has permanently abandoned its efforts to obtain such permits or approvals, or prior to the Town's commencement of construction of the "Guard Hill improvements" and the pump station project described above, that it will not construct the Facility, Customer shall have no obligations under this paragraph.

Customer's payments to the Town for the "Guard Hill improvements" and the pump station project shall be scheduled to coincide with the Town's payment obligations for progress payments under its construction contracts for the projects. Town shall invoice Customer for such payments, which invoice shall include a copy of the contractor's invoice to the Town. Customer shall pay such invoice within twenty (20) days of receipt.

In addition, the Town has advised Customer that the area where its Facility is to be located is served by a single, large-capacity water line that has in the past suffered a significant breakage event. The Town has further advised Customer that if additional breaks occur after its Facility is in operation, the Town may not be able to provide water to the Facility until such breaks are repaired. Town has begun conceptual planning for a looping project that would enable the Town to provide uninterrupted water service to the Facility in the event of breakage in the existing water line ("Looping Project"), but such plans have not been finalized. Customer agrees that a Looping Project would be desirable. Town agrees to provide Customer with reasonable opportunity to review and provide comments on the designs for the Looping Project as they are evaluated by the Town. Customer, hereby, agrees to pay to the Town seventy-five per cent (75%) of the total costs to construct the Looping Project, up to a maximum not to exceed amount of Three Million Five Hundred Thousand and NO/100 dollars (\$3.5 Million), over a period of five (5) years, with such payments beginning upon commencement of the construction of the Looping Project (the "Repayment Period"); PROVIDED, HOWEVER, that (i) both parties agree that all required and necessary regulatory requirements and permits of any description for the construction of Customer's Facility shall have been obtained,

whether or not construction has actually begun, before Customer shall be required to make any such payments; and (ii) PROVIDED, FURTHER, that Customer's funding obligations shall terminate in the event that Town does not fund the remaining cost of the Looping Project. If such regulatory permits or approvals are not obtained for the Facility, or Customer informs the Town that it has permanently abandoned its efforts to obtain such permits or approvals, or prior to the Town's commencement of construction of the Looping Project that it will not construct the Facility, Customer shall have no obligations under this paragraph. In addition, Town commits to provide all necessary funding for the timely construction of the Looping Project in excess of the amount paid by Customer pursuant to this paragraph.

Customer's payments to the Town for the Looping Project shall be made in accordance with this paragraph. During construction of the Looping Project, Customer's payments will be scheduled to coincide with the Town's monthly payment obligations for progress payments under its construction contracts for the project. Town shall invoice Customer for such payments, which invoice shall include a copy of the contractor's invoice to the Town. Within twenty (20) days of receipt of the Town's invoice, Customer shall pay the Town the lesser of (i) \$58,333.33 or (ii) seventy-five percent (75%) of the amount of such invoice. Upon completion of construction of the Looping Project, if Dominion's total payments to Town (i) do not equal seventy-five per cent (75%) of the total costs of the Looping Project, and (ii) the total amount already paid by Customer is less than Three Million Five Hundred Thousand dollars (\$3.5 Million), then Customer and Town shall calculate the total amount less than Three Million Five Hundred Thousand dollars (\$3.5 Million) still due the Town (the "Remaining Amount Due"). Customer shall pay the Town the Remaining Amount Due in equal monthly payments determined by dividing the number of months remaining in Repayment Period by the total Remaining Amount Due.

VERIFICATION OF FEES; UTILITY SERVICE AREA

The Town and Customer shall each keep books of account, record and documents relating to the charges under this Agreement in accordance with its usual practice and applicable legal requirements. If the Town and Customer disagree as to the amount owed to the Town under the terms of this agreement, the parties agree to discuss and to use their best efforts to resolve their differences.

In exchange for the Customer's investment in the Town's water and sewer infrastructure, as described above, the Town agrees that, as to capacity only, Customer will be treated in the same way as any in-town customer would be treated. However, the parties agree that this provision will, in no way, operate to extend the Town's utility service area to Customer's location.

Customer, acknowledges that water and/or sewer service from the Town may, from time to time, be interrupted by unplanned outages caused by such things as storm damage and equipment failure and by planned outages required for

maintenance of the Town's system. Customer, hereby, agrees to hold the Town absolutely harmless from any and all claims by it or its customers of any nature, kind, or description whatsoever and without exception which might arise from such planned or unplanned outages, regardless of cause or duration. The Town agrees to utilize its best efforts to minimize any such interruptions, whether planned or unplanned, and restore full service as soon as reasonably practicable.

PAYMENTS

Due Date -- Fines and Charges

All payments shall be due at Town Hall by the close of business within 20 days of the date of billing. Accounts, for which full payment is not received within 20 days, are delinquent. A late charge of 2% of the delinquent bill immediately shall be charged to the delinquent account. If the account remains delinquent for 10 days after the original notice, an additional service charge of \$10.00 shall be charged. Finally, a service charge will be required to reconnect service that has been discontinued due to non-payment. If the reconnection occurs during normal business hours, the reconnection fee shall be \$ 15.00. All other times, the reconnection fee shall be \$25.00.

Place of Payment

Payments shall be made by mail, at the deposit box in the front of Town Business Office, in person at the Town Business Office, or at a designated bank.

Allocation of Payments

Customer recognizes and accepts that during a delinquency in the payment for any service, any subsequent payment received will be applied against the most delinquent account which is not subject to a defense of any applicable statute of limitations.

TERMINATION OF SERVICES FOR FAILURE TO PAY

Notice

The Director of Finance shall notify the Customer in writing of all 20 day delinquencies, imminent service termination, and right to contest as set forth below. Notice also shall be posted on the door of the premise with the delinquent account.

Protest

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

Disconnection of Service

If the matter is not successfully contested by the Customer and arrearages remain 10 days after the date of the aforementioned notices, water service shall be disconnected. Notwithstanding the foregoing, no services shall be disconnected prior to a requested hearing.

Conditions for Reconnection of Service

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

RETURNED CHECK POLICY

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

USE, INSTALLATION, AND INSPECTIONS

The Customer further agrees to the following conditions: (1) The Customer shall permit the installation of a water metering device with shutoff valve on the Facility premises. (2) The Customer shall permit authorized Town Employees to enter on the Facility premises during all hours that the business is in operation for the purpose of reading the consumption from said water meter or sewer meter. (3) It is agreed and understood between the parties that disconnection of Customer's water and sewer service, should same become required under other provisions of this Agreement, shall be physically accomplished by a Town employee during normal business hours by activating the shutoff valve previously described. Customer understands and agrees that in the event such disconnection occurs, none of its employees will thereafter disturb or reactivate the shutoff valve. In the event that such unauthorized reconnection should occur, Customer agrees that

it will have violated this Agreement with the Town, and that it shall have also violated the Town's Ordinances which forbid tampering with the water system. (4) If the Customer violates any of these conditions, the Town may terminate services after written notice to the Customer.

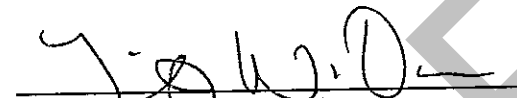
By signing below, the Customer certifies that it has read this Service Agreement, fully understands this Service Agreement, and agrees to comply with its terms. This Agreement was executed in duplicate original by the parties here to on this 9th day of March, 2011.

VIRGINIA ELECTRIC POWER COMPANY

BY: 

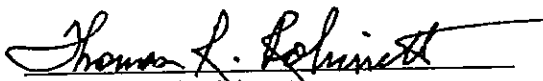
IT'S James E. Eck,
Vice President - Business Development

TOWN OF FRONT ROYAL, VIRGINIA

BY: 
Timothy W. Darr, Mayor

Pursuant to Section 134-23 of the Town Code, this Agreement, especially the rates herein described, has been expressly approved by the Town Council of the Town of Front Royal, Virginia, at a Special Meeting conducted on March 7, 2011, after conducting a required Public Hearing on February 28, 2011, as evidenced by the signature of Timothy W. Darr, Mayor, hereon.

APPROVED AS TO FORM:


Thomas R. Robinett,
Town Attorney



Work Session Agenda Statement

Item #03J

Meeting Date: September 12, 2022

Agenda Item: Bid for Waterline Upgrades on John Marshall Highway

Summary: Council will be requested to approve awarding a bid for John Marshall Highway waterline upgrades to Bowman-Griffin General Contracting n the amount of \$229,550.00 at the September 2022 regular meeting.

Budget/Funding: Funding for the project was included in the FY23

9602-47513 Waterline Maintenance Water Line Upgrades \$229,550.00

Staff Recommendation: Staff recommends approving the award of contract as presented and placed on the Consent Agenda for the September 26th Regular Council Meeting Agenda.



Town of Front Royal, Virginia

Purchasing, Department of Finance

MEMORANDUM

Date: September 1, 2022
To: Tina Presley, Senior Executive Assistant
From: BJ Wilson, Director of Finance
CC: Megan Clark, Purchasing Agent, Robert Boyer, Director of Public Works
RE: Request to Add Agenda Action Item for Town Council Approval

Purchasing received a request from the Water Maintenance Department of Public Works to send out IFB #24-2022 for waterline upgrades for John Marshall Highway to replace existing waterlines. On August 30, 2022, we held a public bid opening and received five (5) bids in accordance with the Virginia Public Procurement Act.

Town staff has reviewed the submitted quotes and recommends awarding the purchase to Bowman Griffin General Contractor, out of Hillsville, VA for \$229,550.00.

. The lowest responsive and responsible bidder.

Please find attached the bid tabulation and recommendation letter from Robert Boyer, Public Works Director. Please add this consent item to Council's September, 12, 2022 work session.

Funding has been budgeted and is available in the following line item: 9602-47513, Water Line Maintenance Water Line Upgrades.

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



Town of Front Royal Public Works

MEMORANDUM

TO: BJ Wilson, Finance Director

FROM: Robert B Boyer, Public Works Director

DATE: September 1, 2022

SUBJECT: Recommendation for John Marshall Highway Waterline Upgrade Project

We received a total of five bids total for this waterline upgrade project on John Marshall Highway between Commonwealth Drive and Colonial Drive. We reviewed the bids and recommended moving forward with the low bidder, Bowman-Griffin General Contractors LLC based out of Hillsville, VA. The funding to cover the \$229,550.00 has already been budgeted and is currently available under budget code 9602-7513 waterline upgrades.

If you have any questions or need any further information, please contact me at 540-692-4789.

Thank You.



Town of Front Royal, VA

IFB #24-2022 WATERLINE UPGRADES-JOHN MARSHALL HWY

BID/PROPOSAL OPENING DATE: 8/30/2022

BID/PROPOSAL OPENING TIME: 2:00 PM

		Laurita Excavating Inc, Morgantown, W V	Crown Contrstuction Services Inc Alexandria, VA	Bowman-Griffin General Contractors, LLC Hillsville, VA	Bushong Contracting Corp. Woodstock, VA	Snyder Environmental Services Inc Kearneysville, WV
QTY	ITEM DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	MOBILIZATION	\$17,000.00	\$25,000.00	\$25,000.00	\$19,500.00	\$25,500.00
	EXTENDED PRICE	\$17,000.00	\$25,000.00	\$25,000.00	\$19,500.00	\$25,500.00
1	MAINTENANCE OF TRAFFIC	\$75,000.00	\$25,000.00	\$17,000.00	\$35,250.00	\$38,250.00
	EXTENDED PRICE	\$75,000.00	\$25,000.00	\$17,000.00	\$35,250.00	\$38,250.00
1	PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER	\$24,000.00	\$4,800.00	\$8,000.00	\$9,500.00	\$6,300.00
	EXTENDED PRICE	\$24,000.00	\$4,800.00	\$8,000.00	\$9,500.00	\$6,300.00
650'	12" CLASS S2 DUCTILE IRON PIPE	\$450.00	\$390.0000	\$161.0000	\$239.00	\$275.00
	EXTENDED PRICE	\$292,500.00	\$253,500.00	\$104,650.00	\$155,350.00	\$178,750.00
1	12" MJ 45 DEGREE BEND	\$1,000.00	\$350.00	\$1,250.00	\$1,850.00	\$620.00
	EXTENDED PRICE	\$1,000.00	\$350.00	\$1,250.00	\$1,850.00	\$620.00
2	12" X 12" MJ TEE	\$1,000.00	\$600.00	\$1,550.00	\$2,000.00	\$965.00
	EXTENDED PRICE	\$2,000.00	\$1,200.00	\$3,100.00	\$4,000.00	\$1,930.00
1	12" X 6" MJ TEE	\$1,200.00	\$420.00	\$1,250.00	\$1,750.00	\$3,100.00
	EXTENDED PRICE	\$1,200.00	\$420.00	\$1,250.00	\$1,750.00	\$3,100.00
11	12" MEGA LUG KITS	\$300.00	\$175.00	\$550.00	\$775.00	\$185.00
	EXTENDED PRICE	\$3,300.00	\$1,925.00	\$6,050.00	\$8,525.00	\$2,035.00
7	12" MJ GATE VALVE	\$5,000.00	\$3,450.00	\$5,000.00	\$3,950.00	\$4,100.00
	EXTENDED PRICE	\$35,000.00	\$24,150.00	\$35,000.00	\$27,650.00	\$28,700.00
3	12" MJ SOLID SLEEVES	\$1,200.00	\$535.00	\$650.00	\$500.00	\$650.00
	EXTENDED PRICE	\$3,600.00	\$1,605.00	\$1,950.00	\$1,500.00	\$1,950.00
8	12" FOSTER ADAPTER KITS	\$1,300.00	\$535.00	\$650.00	\$850.00	\$390.00
	EXTENDED PRICE	\$10,400.00	\$4,280.00	\$5,200.00	\$6,800.00	\$3,120.00
2	12" X 8" MJ REDUCER	\$1,000.00	\$430.00	\$650.00	\$1,500.00	\$520.00
	EXTENDED PRICE	\$2,000.00	\$860.00	\$1,300.00	\$3,000.00	\$1,040.00
2	8" MEGA LUG KITS	\$300.00	\$105.00	\$500.00	\$575.00	\$130.00
	EXTENDED PRICE	\$600.00	\$210.00	\$1,000.00	\$1,150.00	\$260.00
2	FIRE HYDRANT ASSEMBLIES	\$10,500.00	\$12,000.00	\$5,800.00	\$4,100.00	\$8,050.00
	EXTENDED PRICE	\$21,000.00	\$24,000.00	\$11,600.00	\$8,200.00	\$16,100.00
1	8" MJ SOLID SLEEVES	\$850.00	\$420.00	\$700.00	\$800.00	\$645.00
	EXTENDED PRICE	\$850.00	\$420.00	\$700.00	\$800.00	\$645.00
1	6" MJ GATE VALVE	\$1,600.00	\$1,250.00	\$1,250.00	\$1,800.00	\$1,550.00
	EXTENDED PRICE	\$1,600.00	\$1,250.00	\$1,250.00	\$1,800.00	\$1,550.00
1	6" MJ FOSTER ADAPTER KITS	\$1,250.00	\$325.00	\$375.00	\$575.00	\$195.00
	EXTENDED PRICE	\$1,250.00	\$325.00	\$375.00	\$575.00	\$195.00
3	6" MEGA LUG KITS	\$250.00	\$380.00	\$375.00	\$375.00	\$130.00
	EXTENDED PRICE	\$750.00	\$1,140.00	\$1,125.00	\$1,125.00	\$390.00
1	6" SOLID SLEEVE	\$600.00	\$350.00	\$375.00	\$550.00	\$750.00
	EXTENDED PRICE	\$600.00	\$350.00	\$375.00	\$550.00	\$750.00
9	ADJUSTABLE VALVE BOXES WITH LIDS	\$250.00	\$150.00	\$375.00	\$550.00	\$130.00
	EXTENDED PRICE	\$2,250.00	\$1,350.00	\$3,375.00	\$4,950.00	\$1,170.00
Total Bid		\$495,900.00	\$372,135.00	\$229,550.00	\$293,825.00	\$312,355.00

*DENOTES NON-RESPONSIVE BID

The VENDOR SPREAD SHEET is generated from the initial, raw information collected. No award decision has been made.

Prepared by: Megan Clark, VCA



Work Session Agenda Statement

Item #03K

Meeting Date: September 12, 2022

Agenda Item: Proclamation for Public Power Week

Summary: Each year, Public Power Utilities across the country, including The Town of Front Royal, recognize and celebrate 'Public Power Week' during the first full week of October to help electric consumers understand how they can better engage with their community-owned utility and benefit from all its offerings.

Budget/Funding: N/A

Staff Recommendation: Staff requests that Council Proclaim October 2-8, 2022, as Public Power Week in the Town of Front Royal at their September 26, 2022, Regular Meeting.



PROCLAMATION

RECOGNIZING PUBLIC POWER WEEK, OCTOBER 2-8, 2022

**A WEEK-LONG CELEBRATION OF THE TOWN OF FRONT ROYAL'S DEPARTMENT OF ENERGY SERVICES
YEAR-ROUND SERVICE TO THE COMMUNITY**

WHEREAS, the Town of Front Royal's Department of Energy Services, places high value on the benefits of local control of utility services and therefore operates a community-owned, not-for-profit electric utility.

WHEREAS, because, we are customers and owners of the Town of Front Royal's Department of Energy Services, we have a direct say in utility operations and policies;

WHEREAS, Town of Front Royal's Department of Energy Services provides our homes, businesses, farms, social service and local government agencies with reliable, efficient and cost-effective electricity employing sound business practices designed to ensure the best possible service at not-for-profit rates;

WHEREAS, Town of Front Royal's Department of Energy Services is a valuable community asset that contributes to the well-being of local citizens through energy efficiency, customer service, environmental protection, economic development and safety awareness;

WHEREAS, Town of Front Royal's Department of Energy Services is a dependable and trustworthy institution whose local operation provides many consumer protections and continues to make our community a better place to live and work, and contributes to a sustainable environment;

NOW, THEREFORE BE IT RESOLVED: that Town of Front Royal's Department of Energy Services will continue to work to bring safe, reliable electricity to community homes and businesses just as it has since 1894, the year when the utility was created to serve all the citizens of the Town of Front Royal; and

BE IT FURTHER RESOLVED: that the week of Oct. 2-8 be designated Public Power Week to recognize Town of Front Royal's Department of Energy Services for its contributions to the community and to educate customer-owners, policy makers, and employees on the benefits of public power;

BE IT FURTHER RESOLVED: that our community joins hands with more than 2,000 other public power systems in the United States in this celebration of public power, which is best for consumers, business, the community and the nation.

APPROVED:

Chris W. Holloway, Mayor

ATTEST:

Tina L. Presley, Clerk of Council

This proclamation was adopted by the Town Council of the Town of Front Royal, Virginia on September 26, 2022.



Work Session Agenda Statement

Item #03L

Meeting Date: September 12, 2022

Agenda Item: Deed of Easement granting to the Town easements for the existing and new stormwater infrastructure to be located on the property located between Luray Avenue and Cherry Street and owned by the Front Royal Presbyterian Church.

Summary: Town staff has been working to complete the installation of stormwater infrastructure on the property owned by the Front Royal Presbyterian Church and located between Luray Avenue and Cherry Street.

Staff Recommendation: Staff recommends Town Council consider the proposed easement document for the easement to be located on the property owned by the Front Royal Presbyterian Church and located between Luray Avenue and Cherry Street and authorize the Mayor to sign the easement documents on behalf of the Town at its Regular Business Meeting on September 26, 2022.

Attachments:

- **Easement Plat**-Showing proposed easement location

HOFFMAN HEIGHTS
D.B. 22 PG. 228

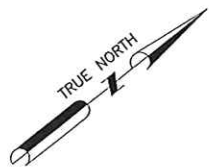
CHERRY STREET 60' WIDE

SHERWOOD ST.

SHERWOOD GROVE SUBDIVISION
P.B. 1 PG. 56 D.B. 327 PG. 389

NOTES:

1. NO TITLE REPORT FURNISHED.
PLAT SUBJECT TO EASEMENTS
AND RESTRICTIONS OF RECORD.
 2. PLAT REF.: SLIDE 241-F
 3. TAX MAP REF.: 20A6 5 9A
 4. DEED REF: INSTR. #090004638
 5. TOTAL AREA OF STORM DRAIN
EASEMENT = 11,994 SQ. FT.
- € = CENTERLINE EASEMENT



MATCH
LINE

MATCH
LINE



BOUNDARY INFORMATION SHOWN
HEREON BASED ON CURRENT
FIELD SURVEY.

540-636-4949
survey@measure-map.com

Darryl G. Merchant

Consulting Land Surveyor
P.O. BOX 1508
FRONT ROYAL, VIRGINIA 22630

LURAY AVENUE
WIDTH VARIES



PLAT SHOWING PROPOSED STORM DRAIN EASEMENT
PREPARED FOR THE TOWN OF FRONT ROYAL

ON LOT 9A OF THE LAND OF THE
FRONT ROYAL PRESBYTERIAN CHURCH
Deed Book 90, Page 427
TOWN OF FRONT ROYAL - WARREN COUNTY, VIRGINIA

DATE: 27 MAY 2022

SCALE 1" = 50'

22-F108

DWG. No. BM-208



Work Session Agenda Statement

Item # 03M

Meeting Date: September 12, 2022

Agenda Item: Converting one Part-time Custodian position into a Full-time position.

Summary: To meet the increased janitorial responsibilities, staff recommends converting one of the part-time custodian positions to a full-time position. The Division of General Properties in the Town's Public Works Department is made up of three staff positions: One full-time Senior Maintenance Technician and two part-time Custodians. The janitorial work schedule includes performing cleaning services for all Town buildings, including the Town Hall, Police Department, Public Works, and Energy Services buildings.

As the number and size of Town facilities have increased, the responsibilities of the janitorial staff have also increased. For example, the Police Department Building, completed in 2019, doubled the square footage of cleaning area for the Department from 7,000 square ft. (at the Jackson Street building) to 15,700 square feet. Proper care and upkeep for the Town's facilities and assets is essential and staff is confident that this can be achieved with the recommended conversion of one of the part-time Custodian positions to full-time.

This conversion would also assist the Public Works Department with its ongoing employee retention efforts. The part-time custodian position has been incredibly difficult to fill. The Town has been attempting to fill it for the past year, with multiple candidates being hired only to quit soon after starting due to the demands of the position. During this timeframe, the individual in the other part-time Custodian position has had to take on the additional responsibilities associated with both positions. The Senior Maintenance Technician has also had to assist with cleaning the Town buildings, which takes away from his building/grounds maintenance responsibilities.

Converting a part-time Custodian position to full-time would require an additional .5 FTE. The current hourly rate for the part-time position is \$15.66/hour for 28 hours/week. The additional expense of converting the part-time custodian position to a full-time position (including FICA, etc.) would be \$30,995.50.

With this conversion, the Division of General Properties would consist of two full-time positions (Senior Maintenance Technician, Custodian) and one part-time Custodian position.

Staff Recommendation: Staff recommends Town Council consider the proposed conversion of one of the part-time Custodian positions to full-time at its Regular Business and place on the Consent Agenda for the September 26th Regular Business Meeting



Work Session Agenda Statement

Item # 05

Meeting Date: September 12, 2022

Agenda Item: Amending Section 142-4.1 A of the Town Code, Snow and Ice on Sidewalks.

Summary: At the 1/24/22 Town Council Regular Meeting, a local resident addressed the Council during Public Comment regarding the inaccessibility of the Town sidewalks due to the snow and ice that remained after a recent winter storm event. He referenced the need for pedestrians to walk in the roadway, creating a safety hazard for both able bodied and especially handicapped individuals.

During a recent review of Section 142-4.1, staff noticed that it did not include residential properties with commercial and industrial properties in its requirement for property owners/occupants to remove snow and ice from the sidewalks adjacent to their properties after a winter storm event. To address snow and ice on the sidewalks adjacent to residential properties, staff recommends amending Section 142-4.1 A to include residential properties.

Attachments:

- Section 142-4.1 of the Town Code-Snow and Ice on Sidewalks-Proposed Amendment
- January 27, 2022 – Town News Release: Neighbors Helping Neighbors Stay Safe During/After Winter Storms

Budget/Funding: N/A

Staff Recommendation: To amend Section 142-4.1 A of the Town Code, to include residential properties, as an emergency ordinance change, to take effect immediately upon its passage by Town Council during a public hearing to be held October 24th.

Chapter 142 TOWN OF FRONT ROYAL MUNICIPAL CODE

142-4.1 SNOW AND ICE ON SIDEWALKS

A. All owners or occupants of property within the limits of the Town, which property is used for commercial, **residential** or industrial purposes, shall remove or cause to be removed the snow and ice from the sidewalks adjacent to such property within twenty-four (24) hours after ice has formed or snow has ceased to fall. If the ice or snow forms or falls during the night or on a Sunday, it shall be removed by noon the following day. Sand or other abrasives may be applied to ice to establish traction if removal is not feasible. Chapter 142 TOWN OF FRONT ROYAL MUNICIPAL CODE Chapter 142 142-3

B. If at any time the Town Manager or his designee shall find that any such property owner has not removed snow or ice pursuant to this Section, the Town Manager or his designee shall give notice, in writing, to such owner or occupant to remove such snow and/or ice within a reasonable time not to exceed six (6) hours after the giving of such notice.

C. Upon failure of any person to whom notice has been given pursuant to this Section to comply with the terms of such notice, the Town Manager may cause such snow and/or ice to be removed, and the expense thereof shall be charged to such owner or occupant to be collected in the same manner as County taxes or in any other manner authorized by law.

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 _____ 2022, upon the following recorded vote:

Lori A. Cockrell __Yes__ __No__

Letasha T. Thompson __Yes__ __No__

Zachary Jackson __Yes__ __No__

Gary L. Gillispie __Yes__ __No__

Amber F. Morris __Yes__ __No__

A public hearing on the above was held on _____, 2022 having been advertised in the Northern Virginia Daily on _____.

Approved as to form and legality:

George Sonnett, Deputy Town Attorney

Date: ____/____/____



Work Session Agenda Statement

Item # 06

Meeting Date: September 12, 2022

Agenda Item: Update on 8th Street Bridge VDOT Revenue Sharing

Summary: Council is requested to reallocate \$1 million from paving projects to the 8th Street Bridge Replacement due to V-DOT revenue sharing advancement.

Council approved a resolution in October 2021 for the Town to apply for VDOT Revenue Sharing for FY2027 and FY2028 on the 8th Street Bridge Project. The total estimated project cost for the 8th Street Bridge Replacement was roughly \$3 million. The V-DOT Revenue Sharing Program would fund 50% of the project cost (est. \$1.5 million) with 50% of Town matching funds (est. \$1.5 million)

The Town's FY23 Adopted Budget includes \$500,000 that was to be allocated to the 8th Street Bridge Project. The Town planned to include an additional \$1 million for the 8th Street Bridge Project in future budget cycles to total \$1.5 million for the Town's portion of the match to prepare for the FY2027/FY2028 Revenue Sharing Program.

V-DOT has notified the Town of Front Royal that the 8th Street Bridge VDOT Revenue Sharing has been accelerated and V-DOT Revenue Sharing Funds are now available for the project. In order for the Town to utilize the estimated \$1.5 million V-DOT Revenue Sharing Funds the following items will need to occur:

1. Council will be requested to approve an agreement in October 2022 to allow the Town to Participate in the current V-DOT Revenue Sharing Program
2. The Town must match the estimated \$1.5 million with Town funds

Currently, the Town has \$500,000 allocated for the 8th Street Bridge Replacement and needs an additional \$1 million to participate in the V-DOT Revenue Sharing Program. In June 2022, the Town allocated \$1 million to advance the Town's paving program. Council is requested to reallocate the \$1 million to advance the paving program to the 8th Street Bridge Replacement to allow the Town to utilize V-DOT Revenue Sharing funds for the 8th Street Bridge Project. Funds for future budget cycles that were to be allocated to the 8th Street Bridge Project may then be used toward advancing the paving plan.

Budget/Funding:

The following adjustments will be made when staff brings forward a request for a FY23 Budget Amendment to carry forward prior year funds for carry over purchase orders.

4500-R47927	Highway Maintenance Primary Paving (Rollover from Prior Year) <\$1,000,000>
4500-R47926	Highway Maintenance Bridge Repair (Rollover from Prior Year) \$1,000,000

Staff Recommendation: Staff recommends approving the V-DOT Revenue Sharing Agreement when presented in October 2022 and the FY23 Budget Amendment for Carryover purchase orders when presented in November 2022.

RESOLUTION

REVENUE SHARING RESOLUTION OF SUPPORT FOR APPLICATION OF FUNDING Fiscal Years 2027 - 2028

WHEREAS, the Town of Front Royal desires to submit an application for funding through the Virginia Department of Transportation Revenue Sharing Program for Fiscal Year 2027 and Fiscal Year 2028 to be matched by the Town of Front Royal for the following project(s):

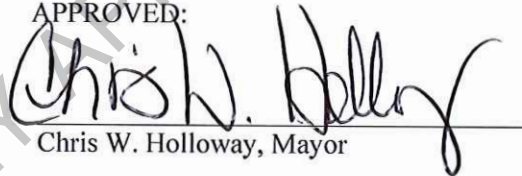
E. 8th Street Bridge Replacement

NOW, THEREFORE, BE IT RESOLVED, that the Town of Front Royal hereby agrees to commit to its share of the total cost for, as applicable, preliminary engineering, right-of-way and construction of the project(s) in accordance with the project financial documents.

BE IT FURTHER RESOLVED, that in the event the Town of Front Royal subsequently elects to cancel the E. 8th Street Bridge Replacement, the Town of Front Royal hereby agrees to reimburse VDOT for the total amount of its share of costs expended by VDOT through the date VDOT was notified of the project cancellation.

BE IT FURTHER RESOLVED, that the Town of Front Royal hereby grants authority for the Town Manager to execute project agreements for any approved revenue sharing projects for Fiscal Year 2027 and Fiscal Year 2028.

APPROVED:


Chris W. Holloway, Mayor

Attest:


Tina L. Presley, Clerk of Council

This Resolution was approved at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on 10/25/21, 2021 upon the following recorded vote:

Lori A. Cockrell ☒ Yes ☐ No

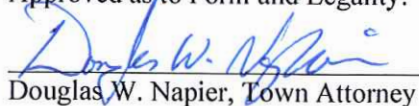
Gary L. Gillispie ☐ Yes ☐ No ☒ Absent

Letasha T. Thompson ☒ Yes ☐ No

E. Scott Lloyd ☒ Yes ☐ No

Joseph E. McFadden ☒ Yes ☐ No

Approved as to Form and Legality:


Douglas W. Napier, Town Attorney

Dated: 10-25-2021



Work Session Agenda Statement

Item # 07

Meeting Date: September 12, 2022

Agenda Item: Resolution and Energy Schedule for Locust Ridge Wind Farm Power Purchase Agreement

Summary: American Municipal Power, Inc. (AMP) has been offered a three-year Power Purchase Agreement by Avangrid for wind power from their Locust Ridge Wind Project in Eastern Pennsylvania with a fixed price of \$47.50 per MWh beginning October 2022 through September 2025. AMP recommends Front Royal commit to a 2 MW purchase to help hedge against the current volatility of the wholesale power market as well as provide replacement power for a scheduled fall outage at the Prairie State Coal Fired Plant.

Budget/Funding: N/A

Staff Recommendation: Staff recommends passing a Resolution to Approve the Form and Authorize the Execution of the 2022 Locust Ridge Energy Schedule with American Municipal Power, Inc. as part of the consent agenda for the September 26th Regular Town Council Meeting.



AMP has been offered a three-year Power Purchase Agreement by Avangrid for wind power from their Locust Ridge Wind Project in eastern Pennsylvania.

- Fixed price of \$47.50 / MWh for October 2022 – September 2025

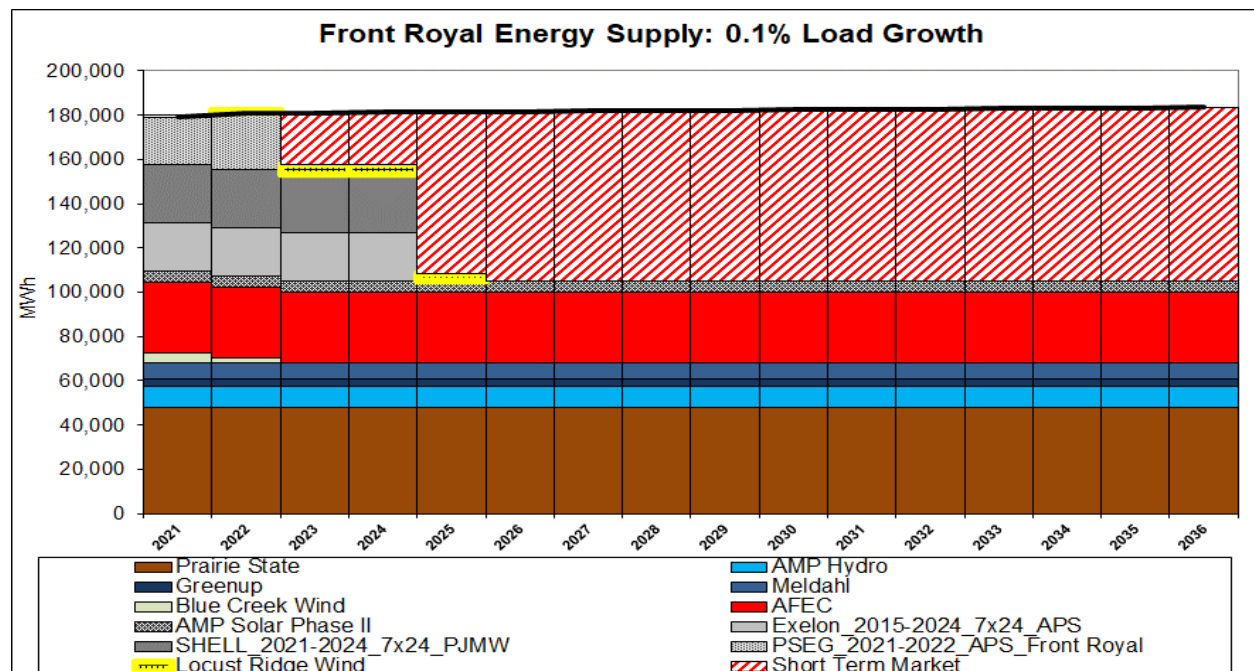
❖ **Facility:** Locust Ridge II is a 100 MW wind project located in Schuylkill County, Pennsylvania. It has been in operation since 2009.



Project Characteristics

Wind Resource: Annual energy production is approximately 220,254 MWh per year for the 100 MW project or an annual capacity factor of ~25.1%.

It is Recommended that Front Royal purchase 2 MW from Locust Ridge



**Due to the October 1, 2022, start date, Avangrid will only hold price for members to pass Resolutions through September 27, 2022.

TOWN OF FRONT ROYAL, VIRGINIA

RESOLUTION NO. _____

**TO APPROVE THE FORM AND
AUTHORIZE THE EXECUTION OF THE 2022 LOCUST RIDGE ENERGY SCHEDULE
WITH
AMERICAN MUNICIPAL POWER, INC. AND TAKING OF OTHER ACTIONS IN
CONNECTION THEREWITH**

WHEREAS, the Town of Front Royal, Virginia ("Municipality") owns and operates an electric utility system for the sale of electric capacity and associated energy for the benefit of its citizens and taxpayers; and

WHEREAS, in order to satisfy the electric energy requirements of its electric utility system, Municipality has heretofore purchased, or desires to purchase in the future, economical, reliable and environmentally sound energy and related services from, or arranged by, American Municipal Power, Inc. ("AMP"), of which Municipality is a member; and

WHEREAS, AMP is an Ohio nonprofit corporation, organized to own and operate facilities, or to provide otherwise, for the generation, transmission or distribution of electric capacity and energy, or any combination thereof, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of AMP members ("Members"), such Members, including Municipality, being political subdivisions that operate municipal electric utility systems; and

WHEREAS, Municipality, acting individually and through AMP with other political subdivisions of this and other states that own and operate electric utility systems, jointly, endeavors to arrange for reliable, environmentally sound and reasonably priced supplies of electric capacity and energy and related services for ultimate delivery to its customers; and

WHEREAS, it is efficient and economical to act jointly in such regard; and

WHEREAS, Municipality has previously entered into a Master Services Agreement with AMP, AMP Contract No. C-12-2007-6255, which contemplates that Municipality shall enter into various schedules for the provision of capacity and associated energy and related services from AMP to Municipality; and

WHEREAS, certain Members, including the Municipality have determined that they can utilize additional sources of reliable energy on a long-term basis at reasonable

costs, and have requested that AMP arrange for the same by developing, purchasing or otherwise acquiring interests in certain energy facilities; and

WHEREAS, in furtherance of this purpose, AMP and Locust Ridge II, LLC ("Locust Ridge") have entered into an energy purchase power agreement ("Locust Ridge PPA") under the terms of which AMP is to purchase and Locust Ridge is to supply and sell up to approximately 100 MW of energy from the Locust Ridge Project located in Schuylkill Haven, Pennsylvania for a period of thirty six (36) months; and

WHEREAS, it is necessary and desirable for Municipality to enter into the 2022 Locust Ridge Energy Schedule to Municipality's Master Services Agreement with AMP to provide for an additional source of energy; and

WHEREAS, Members now have the right, but not the obligation by the enactment of this Resolution to authorize and request AMP to acquire energy from the Locust Ridge Project by approval and execution of the 2022 Locust Ridge Energy Schedule authorized below; and

WHEREAS, prior to the execution of the 2022 Locust Ridge Energy Schedule authorized through the adoption of this Resolution AMP has (i) informed the Municipality of the terms of the Locust Ridge Energy Schedule; (ii) provided the Municipality the opportunity to review the Locust Ridge PPA terms and conditions (subject to price); and (iii) offered representatives of the Municipality the opportunity to ask such questions, review data and reports, conduct inspections and otherwise perform such investigations with respect to, as applicable, the acquisition of energy and the terms and conditions of the 2022 Locust Ridge Energy Schedule authorized below as Municipality deems necessary or appropriate in connection herewith; and

WHEREAS, after due consideration, the Municipality has determined it is reasonable and in its best interests to proceed as authorized herein below and requests and authorizes AMP to acquire energy from the Locust Ridge Project upon those terms and conditions set forth in the 2022 Locust Ridge Energy Schedule.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA:

SECTION 1. That the 2022 Locust Ridge Energy Schedule between Municipality and AMP, substantially in the form attached hereto or on file with the Clerk, including Exhibits thereto, are approved, and the Town Manager, or Town Managers Designee, of Municipality is hereby authorized to execute and deliver the 2022 Locust Ridge Energy Schedule with such changes as the Town Manager, or Town Managers Designee may approve as neither inconsistent with this [Ordinance/Resolution] nor materially detrimental to the Municipality, his or her execution of the 2022 Locust Ridge Energy Schedule to be conclusive evidence of such approval.

SECTION 2. That the Town Manager, or Town Managers Designee is hereby authorized to (i) acquire under the 2022 Locust Ridge Energy Schedule, authorized above, a Contract Amount as defined in that Schedule of up to 2,000 kW with a price of up to \$47.75/MWh for energy only made available thereunder without bid, and (ii) make

any determinations and approvals required thereunder, if any, as the Town Manager, or Town Managers Designee shall deem necessary and advisable.

SECTION 3. If any section, subsection, paragraph, clause or provision or any part thereof of this Resolution shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Resolution shall be unaffected by such adjudication and all the remaining provisions of this Resolution shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

SECTION 4. That this Resolution shall take effect at the earliest date allowed by law.

SECTION 5. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in conformance with applicable open meetings laws and that all deliberations of this Council and of any committees that resulted in those formal actions were in compliance with all legal requirements including any applicable open meetings requirements.

SECTION 6. That in order to take advantage of the pricing in the 2022 Locust Ridge Energy Schedule, and to therefore protect the public welfare, this Resolution is hereby declared an emergency measure, which shall take effect at the earliest period allowed by law.

APPROVED:

Chris W. Holloway Mayor

ATTEST:

Tina L. Presley, Clerk of Council

This Resolution was approved at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on _____, 2022 upon the following recorded vote:

Lori A. Cockrell __ Yes __ No

Gary L. Gillispie __ Yes __ No

Letasha T. Thompson __ Yes __ No

Amber F. Morris __ Yes __ No

Zachary Jackson __ Yes __ No

Approved as to Form and Legality:

George Sonnett, Interim Town Attorney

Dated: _____

**TOWN OF FRONT ROYAL, VIRGINIA
LOCUST RIDGE WIND ENERGY SCHEDULE TO
AMERICAN MUNICIPAL POWER, INC.
AND
TOWN OF FRONT ROYAL, VIRGINIA

MASTER SERVICES AGREEMENT
(AMP CONTRACT NO. C-12-2007-6255)**

WHEREAS, the Town of Front Royal, Virginia ("Municipality") and American Municipal Power, Inc., ("AMP") have entered into a Master Services Agreement ("MSA") under which certain services may be provided, pursuant to schedules entered into between Municipality and AMP; and

WHEREAS, AMP has negotiated and executed an Energy Power Purchase Agreement, (AMP Contract No. 2022-008347-MAS) between AMP and Locust Ridge II, LLC ("Locust Ridge"), for the purchase of up to 100 megawatts of energy and ancillary services, (the "Locust Ridge PPA") from the Locust Ridge II Project ("Locust Ridge Project"), located in Schuylkill County, Pennsylvania, a copy of which has been made available to the Municipality; and

WHEREAS, the Locust Ridge PPA provides, among other things, significant opportunities for the Municipality to receive from AMP reliable, economic, energy through this schedule to the MSA (the "Locust Ridge Energy Schedule").

SECTION 1 - TERM

The term of this Locust Ridge Energy Schedule shall be effective as of the Delivery Date of the Locust Ridge PPA (October 1, 2022) as defined therein and shall thereafter be coterminous with the same, which is a thirty six (36) month term; provided, however, that Municipality's obligation to purchase and AMP's obligation to deliver energy only pursuant to this Locust Ridge Energy Schedule are both contingent on Avangrid's performance pursuant to the Locust Ridge PPA.

SECTION 2 - SERVICES

AMP agrees to procure as Seller, pursuant to (and its obligations hereunder are specifically dependent upon) the Locust Ridge PPA, output up to 100 MW of energy and ancillary services for the benefit of the Municipality (the "Contract Amount"). Municipality agrees to take and pay for such energy on a *pro rata* basis where and as available pursuant to the Locust Ridge PPA. Such *pro rata* amounts to be determined by multiplying the Municipality's percentage Contract Amount, as set forth on Exhibit B hereto, times the actual energy available from time to time under the Locust Ridge PPA.

SECTION 3 - DELIVERY POINTS

The Delivery Point(s) for this Locust Ridge Energy Schedule shall be the "Point of Delivery" as defined in the Locust Ridge PPA – the high-side of the facility's interconnection transformer with PPL Utilities - unless the same is modified in writing by the parties. There may also be a Secondary Delivery Point, or Points of Delivery. Municipality may change the Secondary Delivery Point(s) set forth on Exhibit D with AMP's consent, such consent not to be unreasonably withheld, provided that transmission to any modified Secondary Delivery Point shall be pursuant to appropriate Federal Energy Regulatory Commission ("FERC") tariffs at Municipality's expense, including the costs of any/all required ancillary services.

SECTION 4 - SCHEDULING

A. AMP shall cooperate with the Municipality to schedule the energy to a delivery point as directed by the Municipality.

B. Notwithstanding any other provision of this Locust Ridge Energy Schedule and the MSA, Municipality shall, when available, take and pay for the energy.

SECTION 5 - DEPENDENCE ON LOCUST RIDGE PPA

Municipality recognizes that AMP's ability to supply energy under this Locust Ridge Energy Schedule is dependent upon AMP's ability to arrange for the same pursuant to the Locust Ridge PPA. Additionally, Municipality recognizes that AMP entered into the Locust Ridge PPA primarily for the benefit of Municipality and the other Members of AMP and that AMP, pursuant to the Locust Ridge PPA, has certain rights as well as certain obligations. Accordingly, Municipality warrants to cooperate with AMP in such a manner as to facilitate AMP's performance of its obligations thereunder and releases AMP from any liability due to Locust Ridge's failure to perform.

SECTION 6 - RATES, CHARGES AND BILLING

A. Energy made available pursuant to this Locust Ridge Energy Schedule shall be charged at the base rates specified in the Locust Ridge PPA (such rate to be \$47.75/MWh) for the term of the Locust Ridge PPA as shown on Exhibit A and the costs set forth in Sections 6 (B) and (C) hereof, and the Energy Rate Schedules as the same may be modified by AMP from time to time and pursuant to the billing provisions herein and in the MSA;

B. The net of the following costs shall be included as a component of a uniform rate adjustment to be charged hereunder for energy delivered or made available to Municipality: (i) any ancillary service, congestion and marginal loss charges by PJM or any other applicable Regional Transmission Organization ("RTO") (ii) any costs or credits associated with differences between day ahead schedule and actual output, and (iii) as well as any costs incurred by AMP under the Locust Ridge PPA not

included in the rates set forth on Exhibit A (“Project Energy Rate Adjustment”). This creates a Project Energy Rate for the Locust Ridge Energy Schedule consisting of the charges in Exhibit A as adjusted as set forth in this Section 6 (see Exhibit E – Example Project Energy Rate Calculation). The Municipality shall also be responsible for any additional ancillary service, congestion or marginal loss charges to its Secondary Delivery Point.

C. In addition to the other compensation to be paid to AMP pursuant to this Locust Ridge Energy Schedule, Municipality shall also pay AMP the Service Fee specified in the MSA.

**TOWN OF FRONT ROYAL,
VIRGINIA**

BY: _____

TITLE: _____

DATE: _____

APPROVED AS TO FORM:

Municipality’s Legal Counsel

AMERICAN MUNICIPAL POWER, INC.

BY: _____

**Jolene M. Thompson
President/CEO**

DATE: _____

APPROVED AS TO FORM:

BY: _____

**Lisa G. McAlister
SVP and General Counsel for
Regulatory Affairs**

EXHIBIT A**RATE SCHEDULE FOR LOCUST RIDGE ENERGY SCHEDULE ***

Start Date	End Date	Price (\$/MWh)
October 1, 2022	September 30, 2025	\$47.75

*Reflects only those amounts that AMP will pay to Locust Ridge. Service fees, or other applicable charges will have to be supplied and added.

DRAFT

EXHIBIT B**Capacity Schedule**

	<u>kW</u>	<u>%</u>
Amount of Total Capacity Under Locust Ridge PPA (up to)	Up to 100,000	100%
Contract Amount of Municipality's Capacity (up to)	2,000	2%

DRAFT

EXHIBIT C
SECONDARY DELIVERY POINTS

[TO COME]

DRAFT

EXHIBIT D

EXAMPLE LOCUST RIDGE ENERGY SCHEDULE RATE CALCULATION

2023 Example Rate

Base Energy Rate = \$47.75/MWh

PJM Operating Reserves = \$0.10/MWh

PJM Market difference between Day Ahead schedule and Real Time output =
(\$0.20/MWh)

Final Project Energy Rate (example) = \$48.05 / MWh

DRAFT



Work Session Agenda Statement

Item # 08

Meeting Date: September 12, 2022

Agenda Item: Property Maintenance Update

Summary: Per Council's request, Staff is providing an update on the Property Maintenance Program.

- Drafted policies/procedures for inspections and blighting properties
- LBBCA board advertisement and application form
- Updating renter responsibility guide
- Creating property maintenance page on town website

Budget/Funding: N/A

Staff Recommendation: N/A

Property Maintenance Program Update

Next Steps



LBBCA

Advertise and Establish Property
Maintenance Appeals Board



Complaint Submission Form

Planning & Zoning Staff will develop
complaint form

Develop Online submission portal



Education

Publish Renter Responsibility Guide

Provide policy and procedure
information online



Work Session Agenda Statement

Item # 09

Meeting Date: September 12, 2022

Agenda Item: Front Royal Economic Development Authority (FREDA)

Summary: At the August 8, 2022 Work Session, Council requested a future work session to discuss the set up/support of the Front Royal Economic Development Authority (FREDA). Staff is recommending the October 11, 2022 Council Work Session.

In preparation for this Work Session, Staff will be developing recommendations for moving forward for Council consideration, as well as, confirming any additional information that Council would like to be included for discussion.

Staff Recommendation: Staff recommends Town Council consider options for FREDA at its Work Session scheduled for October 11, 2022.

Attachments: None



Closed Meeting Agenda Statement

Item # 11

Meeting Date: September 12, 2022

CLOSED MEETING

Motion to Go into Closed Meeting

I move that Town Council convene and go into Closed Meeting for the discussion, consideration, assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees, or employees of any public body, specifically Town Manager, Town Attorney, and Clerk of Council pursuant to §2.2-3711(A)(1) of the Code of Virginia.

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 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.