



TOWN COUNCIL REGULAR MEETING

September 23, 2024 @ 7:00pm

Warren County Government Center

View LIVE on Government Access Channel 16 or <https://www.frontroyalva.com/673/Town-Hall-Live>

1. MOMENT OF SILENCE

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF MINUTES – *I move that Council approve the 2024 Council Meeting minutes of the August 26th Regular Meeting, September 3rd Work Session and the September 9th Work Session, as presented.*

5. ADDITION/DELETION OF ITEMS FROM THE AGENDA OR REVISION TO ORDER OF BUSINESS

[Unanimous vote is required to add/delete Items. Added are placed as the last item under Business Items.]

6. RECOGNITIONS/AWARDS/REPORTS/PRESENTATIONS

- A. Recognition of Police Officers Scott Baker and Benjamin Baker from the Chief of Police
- B. Certificate of Achievement for Excellence in Financial Reporting to the Finance Department

7. PUBLIC HEARING

- A. A Proposed Ordinance to Amend and Re-enact Chapter 85 of the Town Code Pertaining to Garbage, Rubbish, Refuse and Solid Waste Management.
- B. A Proposed Ordinance Adopting and Enacting a Republished Code for the Town of Front Royal, Virginia
- C. A Proposed Ordinance to Amend Town Code Chapter 1 and Repeal Chapter 43 and Chapter 180

8. PUBLIC COMMENTS NOT RELATED TO PUBLIC HEARINGS

9. REPORTS

- A. Report of Town Manager
- B. Report of Councilmembers
- C. Report of the Mayor

10. CONSENT AGENDA ITEMS- *I move that Council approve the Consent Agenda*

- A. Bid Award for De-Icing Road Salt
- B. Bid Award for Water and Wastewater Treatment Chemicals
- C. Bid Award for Various Types of Stone
- D. Request from Salvation Army to Waive the SUP Application Fee for Proposed Mural at 296 South St
- E. DMV Matching Grant for Police Department and FY24 Budget Amendment

11. Business Items

- A. Resolution to Cancel October 15th and November 4th Regular Work Sessions
- B. Resolution Requesting Additional Healthcare Providers and Services for the Town of Front Royal & Warren Co.
- C. Resolution Calling for the Dissolution of *The Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia* and The Appointment of a Receiver
- D. BAR Appeal – Certificate of Appropriateness (COA) for 240 Blue Ridge Avenue – Teddy Stout Construction, Inc.

12. Closed Session

13. Adjourn



The following minutes are a summary of items on the agenda. This meeting may be viewed in its entirety by accessing the video of the same date online via the Town's website at www.frontroyalva.com for a limited time.

Moment of Silence

Pledge of Allegiance led by Mary Lane

ROLL CALL BY CLERK OF COUNCIL

PRESENT: Mayor Lori A. Cockrell
Vice Mayor R. Wayne Sealock
Councilman Joshua L. Ingram
Councilman H. Bruce Rappaport
Councilwoman Melissa DeDomenico-Payne
Councilman Glenn E. Wood

ABSENT: Councilwoman Amber F. Morris

OTHERS PRESENT: Clerk of Council Tina L. Presley
Town Manager Joseph E. Waltz
Town Attorney George M. Sonnett, Jr.

APPROVAL OF MINUTES – Councilman Rappaport moved seconded by Vice Mayor Sealock that *Council approve the 2024 Council Meeting minutes of the July 22nd Regular Meeting, August 5th Work Session and August 12th Work Session, as presented.*

Vote: Yes – Councilmembers Sealock, Ingram, Rappaport, Wood

No – N/A

Absent – Councilwoman Morris

Abstain – Councilwoman DeDomenico-Payne (noted was not present at August 12th work session)

ROLL CALL

ADDITION/DELETION OF ITEMS FROM THE AGENDA OR REVISION TO ORDER OF BUSINESS –

Councilman Rappaport moved seconded by Councilman Wood to remove #10D – Appointments to the Planning Commission from the agenda and move to closed meeting on September 3, 2024.

Vote: Yes – Councilmembers Sealock, Rappaport, De-Domenico=Payne, Wood

No – Councilman Ingram

Absent – Councilwoman Morris

Abstain – N/A

ROLL CALL

RECOGNITIONS/AWARDS/REPORTS

Presentation for “Dinner Together” from Lynn Downs - Mrs. Downs, President of the local non-profit “Dinner Together” explaining that it was a low barrier community hot meal served four evenings weekly by churches and civic organizations in the First Baptist Church Fellowship Hall to anyone who was hungry and delivery of meals to those homebound once a week. She stated the mission: *To work together as a united community of faith and civic organizations to reduce hunger and improve community healthcare outcomes in Warren County by providing fresh, hot meals to our neighbors.* She explained those individuals and families in the community who were considered ALICE (asset limited, income constrained and employed), noting that “Dinner Together” served those who “fall through the cracks and do not qualify for traditional services.” She mentioned that September was Hunger Action Month which was a nationwide campaign to raise awareness about food insecurity and mobilize action against hunger with this year’s theme being



Choose to End the Impossible Choices of Hunger. She expressed the need for donations to organizations like "Dinner Together" and/or local food pantries, as well as volunteers to prepare, serve and distribute meals encouraging the public to get involved.

PUBLIC HEARING

A. Rezoning Application from Rappahannock HC, LLC Requesting an Amendment to the Zoning Map to Reclassify 1321 Happy Creek Road from R-2, Suburban Residential District to R-1, Residential District -

Planning Director Lauren Kopishke gave a presentation that included: various maps; dimensional requirements; reference to the Comprehensive Plan; density comparison with surrounding subdivisions; various renditions of the houses to be built; required submission document conclusions; Wetland Delineation Report; Environmental Site Assessment; Traffic Impact Analysis; Fiscal Impact Analysis; Warren County Planning Staff, Building Department and Fire Marshall comments and reviews; proffers; summary of Proffer Statement; diagrams of playground and fence; transportation; homeowners association; and cash proffers.

The Mayor and Council confirmed that regardless of tonight's outcome 82 homes could be built by-right with no proffers; the approval of the rezoning would be approximately 20 more homes; the rezoning was inline with the Comprehensive Plan and there had been no feedback from the County or schools on the latest revisions to the proffers. Ms. Kopishke stated that she did not know the value of the intended proffered right-of-way for Happy Creek Road at this time. She advised that setbacks and stormwater management ponds would be worked out during the next phase of the development noting that the Department of Environmental Quality (DEQ) reviewed all water runoffs. She stated that there were standards in the Subdivision Ordinance that addressed steep slopes in relation to the concern of the removal of trees near Ashby Street.

Chris Hornung, Chief Development Officer of Rappahannock Development Group (who is also the owner and developer of this project) pointed out the following: 1) the project was consistent with the Comprehensive Plan; 2) the fiscal impact analysis showed a net surplus from the taxes collected from the project will exceed the cost to the Town by a computed \$407,000/year; 3) voluntary transportation proffer for the Town to use at their discretion; 4) tot lot/playground for the general public to use; and 5) one million dollars in utility impact fees for water and sewer infrastructure. It was suggested to place the entrance sign to the development back to accommodate for the future widening of Happy Creek Road.

At this time Mr. Hornung answered and explained various concerns of the Mayor and Council. The drainage issue was part of how the land was originally designed but the plan was to rectify this issue during the first phase of construction. The issue of the retention ponds was being configured and once the project was completed the Homeowners Association (HOA) would maintain them. The setback would be 30 feet between homes. After discussions with staff the per lot proffer was preferred over the lump sum. They liked using local tradesman especially for the groundwork, but Ryan Homes was the developer, and they used their own labor inside the homes. The cost of the homes would be in the upper \$400,000's to upper \$500,000's. It was projected that the development would be nine to ten months for additional permitting; twelve months before the first house was completed and six years before the development was completed, barring any recessions.

Ariel Goldring, real estate consultant for the project, explained the base model home cost was upper \$400,000's and the loaded models would be upper \$600,000's, noting that onsite was tax positive and offsite was spending in the retail community.



Mayor Cockrell opened the public hearing.

Christine Dawson, 1212 Oden Street, voiced concern of the current speeding on Oden Street especially since there was no outlet and how that would increase when there was an outlet. She asked that the speed limit be reduced to 15mph and add speed bumps making it safer for the children in the neighborhood,

Evan Casey, 413 Remount Road, voiced concern that the Town has had to go into mandatory water conservation recently and how 104 homes would affect the system. He noted that Happy Creek Road was already a dangerous road and that single-family homes could potentially bring large families with children noting most schools were already full. He suggested keeping the development at ½ acre lots.

William Black, 1121 Ashby Street, voiced concern over the installation of the proposed fence, where the water was going to go since his property had a hill and who would be responsible for keeping the grass trimmed at the fence on both sides.

Glen Hunt, 1302 Imboden Drive, questioned and voiced concern on when the Happy Creek Road entrance would be considered. He asked if the Transportation Study could it be updated with new statistics.

Steven Pilon, 1138 Happy Ridge Drive, questioned whether the nicer trees would be saved and if the fencing would all be matching.

Mayor Cockrell closed the public hearing.

Town Attorney George Sonnett asked for an opportunity for rebuttal from the applicant. Mr. Hornung advised that he could discuss with staff and VDOT on traffic calming for Oden Street including speed tables and a sign that signified their existence. He advised that early in the process there would be a connection to Happy Creek Road, as a "right in - right out only" meeting all VDOT requirements. He continued that the fences would be board-on-board with the nicer side facing the neighbor and being set back inside the boundary and consistent throughout the development. The HOA would mow and maintain around them. Mr. Hornung explained that the owner/developer would manage the HOA until 100% build out and then the residents in the development would elect their own board who would manage from there. He made himself available for further question from the public.

In furtherance of the purposes and objectives contained in Town Code §175-1 (B), Councilman Rappaport moved seconded by Councilman Wood that Council approve a conditional rezoning application from Rappahannock HC, LLC to reclassify 1321 Happy Creek Road (tax map # 20A21-2-4) from R-S, Suburban Residential District to R-1, Residential District for their project known as Marshall's Glen, subject to the proffered conditions.

Councilman Rappaport thanked the applicant for their presentation and the residents for their concerns but advised that there would be over one million dollars in potential revenue for the community which was a great opportunity for Front Royal.

Councilman Ingram agreed with Mr. Rappaport on several points but voiced concern on increasing the density in this part of Town thus his reservation for approval.



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Vice Mayor Sealock confirmed that the Comprehensive Plan stated 1,300 by-right developable lots in Town. He complimented the applicant on a well put together package and understood the residents' concerns.

Councilwoman DeDomenico-Payne agreed on a good presentation noting their responsiveness to the public but voiced concern on houses being crammed onto small spaces and the high cost of the homes. She preferred that the project stay by-right.

Councilman Wood stated that people come to Front Royal for a specific lifestyle and low taxes and felt like this project was the smartest use of the land. He noted that the 104 homes included proffers and would attract residents who will contribute to the community to help keep taxes low. He thanked the applicant for a thorough presentation.

Vote: Yes – Councilmembers Sealock, Rapport, Wood
No – Councilmembers Ingram and DeDomenico-Payne
Absent – Councilwoman Morris
Abstain – N/A

ROLL CALL

PUBLIC COMMENTS NOT RELATED TO PUBLIC HEARINGS

Holly Goode, 178 Oregon Trail Road, Linden, spoke about senior adults and their caregivers, and how to take care of them through various resources and support giving them the best quality of life possible. She mentioned the Senior Alliance Team sponsored by the Front Royal-Warren County Chamber of Commerce. A flyer about this resource was given to Council.

Ellen Aders, 219 E. Prospect Street, President of Downtown Front Royal Inc. gave an update on Downtown Front Royal, Inc. (DFR) Council was given a copy of their 2023-24 Annual Report. She advised that they applied for a \$15,000 grant with 50% matching which was met from individuals in the community. She continued that DFR revamped their vision and mission; worked with a non-profit consultant developing a strategic plan that included an impact report; and was currently developing a Friends of Downtown Front Royal Program. She advised that the Farmers Market was an initiative DFR started, noting that not only do the vendors almost sell out, but the downtown merchants have also seen an increase in their revenue during market hours. She noted that their future ideas were to begin a design project that would improve the entrance to Main Street at Commerce Avenue and to achieve Main Street accreditation.

Jennifer Coello, 258 Douglas Drive, Vice President of Operations and Administrator of Warren Memorial Hospital (WMH) addressed misinformation from recent council meetings and news articles. She stated several recognitions for WMH since the completion of the new hospital. She shared additional services and features of the facility stating extraordinary healthcare was right here in Front Royal. She welcomed the opportunity to host the Mayor and Council on a visit to WMH to meet the constituents who work there.

Tonya Smith, Senior Vice President of Warren Memorial Hospital (WMH) and President of Winchester Medical Center (WMC). She too addressed misinformation that was shared at recent meetings stating that the comments effected the caregivers at Valley Health and the work they do every day in a hurtful and damaging way. She expressed the incredible passionate caring team that served cancer patients and the investment that WMC made in the Maternity/Obstetrics unit. She agreed to bringing additional healthcare services and providers to the community believing that recruitment of healthcare professionals required collaboration and commitment from businesses and community leaders working together. She encouraged



celebrating healthcare not tearing it down. She expressed interest in working with Council to develop a resolution that celebrated healthcare workers in Front Royal and Warren County.

Sheila Smith, 706 Parkview Drive, voiced concerns in her neighborhood specifically neighbors living in a house with no running water or electricity since November.

REPORTS

A. Town Manager Report – Mr. Waltz updated citizens on the Labor Day closure and revised trash collection schedule. He also explained about the Town of Front Royal Citizens Academy and encouraged participation.

B. Town Council Reports

Councilman Ingram identified his experience meeting an out-of-town couple who expressed their admiration of Front Royal's downtown area especially around the gazebo and farmer's market. He extended appreciation to staff for assisting with this positive impact.

Vice Mayor Sealock also identified meeting a couple from out of town at the gazebo area and how they had researched several small towns and selected Front Royal. He congratulated staff for their hard work.

Councilman Wood congratulated the Warren Coalition on their 30th anniversary and announced their Kids Day event happening next month. He thanked the Town employees for their hard work during Tropical Storm Debby and their 24/7 efforts to keep the community free of issues as quickly as possible. He voiced disappointment that the Town/County Liaison Meeting was cancelled last month by the County. He thanked the Blue Ridge Arts Council for a successful season of music.

Councilwoman DeDomenico-Payne attended the Warren County Fair and National Night Out. She gave a shout out to Front Royal Main Street. She expressed sympathy for the many suicides in the community lately and asked to be kind to fellow neighbors. She thanked Valley Health for their attendance tonight noting that there were positive and negative experiences in all organizations.

Councilman Rappaport attended the Christendom College Presidential Ceremony and the VML Infrastructure Policy Committee Meeting. He mentioned the approved transfer of additional revenue that was appropriated towards the Criser Road Sidewalk Project and suggested that Council discuss funding for Reaching Out Now (RON) at an upcoming work session. He agreed with the cost of senior caregiving and understood the amount it cost to care for an older adult that needed 24/7 care.

C. Report of the Mayor – Attended the following events: New Teachers Meet and Greet, Warren County Fair, National Night Out, and Annual Community Fun Day at Warren County High School. She gave a history of her own positive experiences with Valley Health.

CONSENT AGENDA ITEMS

Councilman Wood moved seconded by Councilwoman DeDomenico-Payne that Council approve the consent agenda, as presented minus Item #10D – Appointments to the Planning Commission.

A. Wastewater Treatment Plant SCADA Visualization System Upgrade

Council approved the Wastewater Treatment Plant SCADA (Supervisory Control and Data Acquisition) Visualization System Upgrade to Valley Automation, Inc. in the amount of \$153,750.00.



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B. Purchase of Two Dump Truck Chassis for Public Works Department

Council approved the purchase of two (2) Dump Truck Chassis for the Department of Highway Maintenance-Public Works, to replace #763 & #764 2002 GMC 8500 series dump truck chassis from Excel Truck Group in the amount of \$195,952.00 (\$97,976.00 each) with the second chassis price remaining the same until the 1st quarter of January when pricing will increase approximately 5%.

C. Purchase of Services for Curb & Gutter Removal and Installation

Council approved the purchase of services for curb and gutter removal and installation to Gordian JOC / F.H. Paschen, in the amount of \$449,760.55 for work on the following streets: Washington Ave: curb & gutter and new cul-de-sac; E. 7th Street: curb & gutter; Belair Ave: curb & gutter and stormwater; Sherwood Ave: curb & gutter and ADA ramps; Jamestown Road: curb & gutter

D. Appointments to the Planning Commission REMOVED

E. Recommendation to the Board of Zoning Appeals (BZA)

Council recommended Lorie Noakes to the Judge of the Circuit Court for appointment to the Board of Zoning Appeals (BZA) for an unexpired term ending May 1, 2026.

Vote: Yes – Councilmembers Sealock, Ingram, Rappaport, DeDomenico-Payne, Wood

No – N/A

Absent – Councilwoman Morris

Abstain – N/A

ROLL CALL

BUSINESS ITEMS

A. Request to Discontinue, Vacate and Sell a Portion of a Public Alley Behind 125 W. 8th Street Received from Michael D. and Jane M. McCool, Applicant

Councilman Wood moved seconded by Councilman Rappaport that Council approve the request if applicant grants an easement to the Town to the west.

Councilman Wood noted that staff saw no issues and the viewing committee advised that access would be hindered if approved so he was suggesting to ask for an easement from the applicant to gain the access. Councilman Ingram noted that the easement should have been discussed during the public hearing and if approved tonight the land would be landlocked and another public hearing would have to be held along with another ordinance. Town Manager Joe Waltz advised that staff did not have any concerns but confirmed that the lots would have no access if the request was granted. Councilman Rappaport noted that he walked the alley and there was no access on the west side and the east side needed a lot of work. He voiced concern that if this was granted the Town would have a problem. He stated that he seconded the motion to give Mr. Wood the courtesy to explain his position. Councilwoman DeDomenico-Payne noted that nothing was heard from the residents and voiced concern creating a landlock issue if approved.

Vote: Yes – N/A

No – Councilmembers Sealock, Ingram, Rappaport, DeDomenico-Payne, Wood

Absent – Councilwoman Morris

Abstain – N/A

ROLL CALL

On motion to approve the request if applicant grants an easement to the Town to the west.



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Councilman Rappaport moved seconded by Councilman Ingram that Council deny the request from the applicant.

Vote: Yes – Councilmembers Sealock, Ingram, Rappaport, DeDomenico-Payne

No – Councilman Wood

Absent – Councilwoman Morris

Abstain – N/A

ROLL CALL

On motion to deny

The meeting adjourned at approximately 9:45pm.

Approved by Town Council

Date: _____

DRAFT



Roll Call by Clerk of Council

PRESENT: Mayor Lori A. Cockrell
Vice Mayor R. Wayne Sealock
Councilman Joshua L. Ingram
Councilwoman Amber F. Morris
Councilman H. Bruce Rappaport
Councilwoman Melissa DeDomenico-Payne
Councilman Glenn E. Wood

OTHERS PRESENT: Town Manager Joseph E. Waltz
Town Attorney George M. Sonnett, Jr.
Clerk of Council Tina L. Presley
Various members of the staff and public

New Business

A. Bid Award for De-Icing Road Salt – Purchasing Manager Michelle Campbell gave an overview of the seven bids received for the road salt and that funding was available. Council agreed to add to the Consent Agenda on September 23rd.

B. Fiscal Year 2025-2026 Budget Calendar – Finance Director BJ Wilson reviewed the proposed budget calendar for fiscal year 2025-2026 noting that in February there may be some tweaking due to insurance rates and there would be time for multiple work sessions. Mayor Cockrell questioned the reassessments being every two years versus four years and how that may affect the budget. Mr. Wilson explained the process of receiving the information from the County and that he would brief Council at that time. Mrs. Cockrell stated that major items would be reviewed in January and asked that Council decide what they may want to see in the upcoming budget in December.

C. Request to Renew Lease Agreement for Parking Spaces – RPS Composites at 211 E. 4th Street – Town Manager Joe Waltz received a request from RPS Composites asking for renewal of their lease agreement. Town Attorney George Sonnett noted that public rights-of-way could not be leased since the public had rights for ingress and egress and therefore suggested a license agreement instead. He explained that a license is revokable at the will of the Town. Councilman Rappaport question whether there was any onsite parking. Mr. Waltz advised that there was some parking on the side and rear of the property. There was continued discussion about leasing and Mr. Sonnett explained that leasing Town property was different that leasing Town rights-of-way reiterating that the Town did not have rights to convey a lease. Council agreed to the license agreement and confirmed that the Town Manager could execute the documents.

D. Waiver of Special Use Permit Application Fee for Salvation Army's Requested Mural at 296 South Street
Town Manager Joe Waltz advised that the Salvation Army had paid the application fee of \$400.00 and was requesting reimbursement. After a brief discussion, Council agreed to add to the Consent Agenda on September 23rd, noting that the basis for the waiver was the Salvation Army was a non-profit organization.

E. Ordinances to Adopt and Re-enact a Republished Town Code and to Amend and Re-enact Chapter 1 and Repeal Chapters 43 and 180 – Clerk of Council Tina Presley explained the changes to the Town Code and showed Council what it looked like online. Council agreed to advertise the ordinances for public hearings on September 23rd.



F. Resolution to Cancel October 15th and November 4th Regular Work Sessions – Mayor Cockrell explained that October 15th was the VML Conference, and several councilmembers were attending, and November 4th was the night before the election with several councilmembers and herself being on the ballot the next day. Council agreed to add as a business item on the September 23rd agenda.

Old Business

A. Property Maintenance Update – Director of Planning Lauren Kopishke advised that tonight was a brief update on Property Maintenance from the March 4th Work Session. She introduced Daniel Wells the Town's Code Enforcement-Property Maintenance Official. Mr. Wells advised that he was hired in April and hit the ground running as well as completing all the training. He explained that code enforcement and property maintenance were not the same thing. He went over a presentation that included: derelict structures abatement mechanisms that included an options table identifying property maintenance, public nuisance, abatement of nuisance, dangerous structures/drug blight and spot blight abatement and how they were each driven and how compliance was met. He continued with the Virginia Property Maintenance Code and its definitions. He showed the property maintenance code cases in 2023 and 2024 and briefly explained public nuisance and abatement or removal of nuisance. He concluded by showing various properties, their violations, letter sent and status. He explained that appeals go to the Local Building Board of Code Appeals (LBBCA) .

Mr. Wells advised that property maintenance was complaint driven and going inside a residence was not allowed unless he had permission. Various costs to the Town were discussed during the abatement phase with liens being placed on properties if needed. Councilwoman DeDomenico-Payne questioned whether looking through a window and seeing a possible hoarding situation could be used as evidence. Mr. Wells explained that without actually entering the residence, hoarding could not be identified correctly through a window. He encouraged families and friends to identify a hoarding situation and let local emergency personnel and law enforcement know right away. Mr. Wells advised that he was consistent across the board and tried to keep people updated on what he was doing, but there were some individuals who wanted to stay anonymous.

B. Suggestions for Recognizing Former Mayor John Marlow in the Gazebo Area Located on Main Street – Mayor Cockrell asked for any suggestions. Vice Mayor suggested naming the pavilion after Mr. Marlow; however, it was noted that the gazebo was what people remembered him constructing; the pavilion was constructed a few years ago. The suggestions from Council included: MARLOW PLAZA; MARLOW SQUARE; JOHN MARLOW PLAZA with a plaque showing his picture and history; long sign on the gazebo; place a light on a sign right outside the Visitors Center and a bust of Mr. Marlow. Mr. Waltz advised that he would review all suggestions with staff to determine what may be feasible and send to council through email for their consideration. It was requested not to place on a future work session.

C. Reaching Out Now (RON) Funding Discussion – Mayor Cockrell advised that a couple of councilmembers asked that this item be discussed at a work session. Councilman Rappaport complimented RON's qualities and what their mission and goals were. He reminded Council of the recent approval of the \$535,000 transfer to the general fund to be used for the construction of a sidewalk on W. Criser Road but since the sidewalk project would not begin for approximately three years, he asked that Council consider a donation of \$50,000 to RON to be used for their Executive Director position. He continued that the \$25,000 the Town already donated to them had been used for the purchase of furniture and computers. He stressed the importance of saving one child from going in the wrong direction, stating that RON was all about youth and



a donation was the right thing for the community. Councilwoman DeDomenico-Payne voiced concern on the executive director position. Councilwoman Morris voiced concern that there were other nonprofits in the community that had been in existence longer than RON, specifically the Salvation Army's Boys and Girls Club.

There was much discussion on responsibilities of the Town and VDOT's matching grant noting that VDOT was expected to begin acquiring easements this Fall for the sidewalk project. The discussion continued on the unity of community; risky behaviors of the community's youth; making the county accountable; and the unfairness of other nonprofits not getting any funds from the Town. There was some discussion about the Voluntary Settlement Agreement and using the former youth center building as a recreation center.

Councilman Wood admitted that he did not understand the recent approval of the transfer of \$535,000. He stated that saving one child was worth it and safety of children was paramount. He explained that RON was offering after school programs in tutoring creating a safe environment where children could gather and be loved. He stated that donating to RON created an investment in the community. He suggested allowing Mrs. Barber (Founder/President of RON) to come before Council and show them everything.

Councilwoman DeDomenico-Payne advised that governments donating money to nonprofits was detrimental to the nonprofit as they will rely on it every year. She explained that she had been an executive director of a nonprofit noting it took a long time for a nonprofit to "get up and running". She suggested community support outside of government support such as a mechanism similar to the lottery where it could fund one nonprofit a year so it's more fairly dispersed referring to Rappahannock Electric's Power of Change where electric bills are rounded up. Councilman Ingram reminded Council that a one-time donation was given to RON with no other donations in the future. He complimented the Council on being financially responsible noting there was a consensus to apply the funding toward the Criser Road Sidewalk Project. Mayor Cockrell stated that there was no consensus to change anything. She encouraged the public to donate to RON if they were able and suggested ways RON could acquire donations and funding.

CLOSED MEETING

Councilwoman Morris moved seconded by Councilman Ingram that Town Council convene a closed meeting, pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purposes and that Council consider taking action on these matters in open session: 1) pursuant to §2.2-3711(A)(1) of the Code of Virginia, for the discussion, consideration, assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees, or employees of any public body, more specifically the Planning Commission and Town Attorney.

Vote: Yes – Councilmembers Sealock, Ingram, Morris, Rappaport, DeDomenico-Payne, Wood

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL



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Councilman Ingram moved seconded by Councilwoman Morris 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.

Vote: Yes – Councilmembers Sealock, Ingram, Morris, Rappaport, DeDomenico-Payne, Wood

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

ACTION TAKEN AFTER THE CLOSED MEETING

Councilwoman DeDomenico-Payne moved seconded by Councilwoman Morris that Council appoint Andrew Brooks to the Planning Commission to an unexpired term ending August 31, 2025.

Vote: Yes – Councilmembers Sealock, Ingram, Morris, Rappaport, DeDomenico-Payne, Wood

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

Councilwoman Morris moved seconded by Councilman Ingram that Council reappoint Megan Marazzo to the Planning Commission to a 4-year term ending August 31, 2028.

Vote: Yes – Councilmembers Sealock, Ingram, Morris, DeDomenico-Payne

No – Councilmembers Rappaport, Wood

Absent – N/A

Abstain – N/A

ROLL CALL

Adjourned approximately 9:27pm

Approved by Town Council

Date: -----



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Roll Call by Clerk of Council

PRESENT: Mayor Lori A. Cockrell
Councilman Joshua L. Ingram
Councilwoman Amber F. Morris
Councilman H. Bruce Rappaport
Councilwoman Melissa DeDomenico-Payne
Councilman Glenn E. Wood

ABSENT: Vice Mayor R. Wayne Sealock

OTHERS PRESENT: Town Manager Joseph E. Waltz
Town Attorney George M. Sonnett, Jr.
Clerk of Council Tina L. Presley
Various members of the staff and public

Councilwoman Morris moved seconded by Councilwoman DeDomenico-Payne that Council add to the agenda an item to the closed meeting specifically "2) b) the conditional vacation and sale of a portion of N. Royal Avenue and an unimproved alleyway between N. Royal Avenue and Virginia Avenue"; and to the regular agenda under New Business as Item #3D - DMV Matching Grant for Police Department Budget.

Vote: Yes – Councilmembers Ingram, Morris, Rappaport, DeDomenico-Payne, Wood
No – N/A
Absent – Vice Mayor Sealock
Abstain – N/A

ROLL CALL

VDOT STAR Study Update (Virtual) by Adam Campbell went through his presentation: Survey Summary and Study Recommendations; Public Survey Summary; Intersection with Guard Hill Road; Intersection with Park and Ride and Commercial Entrance (McDonalds); Intersection with I-66 Eastbound Ramps; Intersection with I-66 Westbound Ramps; Intersection with Crooked Run/Country Club (Thru-Cut); Intersection with Crooked Run/Country Club (Bow-Tie); Intersection with Country Club/Caroline Drive; and Next Steps.

Council questioned how it was determined that a traffic light was not needed at the Guard Hill intersection. Mr. Campbell explained that a certain volume of traffic during certain hours of the day warranted a traffic light, and this intersection did not meet that criteria rating. He advised that there were no turns being restricted at this intersection. Council questioned and discussed the intersection at McDonalds. Mr. Campbell advised that new signal heads would be tied into the existing signal creating additional gaps and remove free flow. He explained the Smart Scale Applications that the County had applied for and that the survey results were not part of the applications.

Councilman Wood asked about reducing the speed limit from the North Fork Bridge to Country Club Road intersection. Mr. Campbell explained that VDOT was not going to change speed limits if there was not going to be any monitoring or enforcement; lowering the speed limit requires enforcement to be effective.

Councilwoman DeDomenico-Payne questioned the pedestrian aspect in the area of the shopping centers. Mr. Campbell agreed that the pedestrian traffic was low, and the traffic data did not include pedestrians;



however, the highest pedestrian traffic was in the roundabout and the County was looking at adding it to their Comprehensive Plan as a shared path on one side of the roadway. There were no further discussion and Mr. Campbell was thanked for his time.

New Business

A. Bid for Chemicals at the Water and Wastewater Treatment Plants – Purchasing Manager Michelle Campbell advised that there were nine bids. Council agreed to add to the consent agenda on the 23rd.

B. Bid for Various Grades of Stone FY25 – Purchasing Manager Michelle Campbell advised that there were two bids. Councilman Wood confirmed that travel would be required to Strasburg with the haul rate being included in the bid. Council agreed to add to the consent agenda on the 23rd.

C. Proposed Vape Ordinance – Mayor Cockrell asked Council for their thoughts on a possible ordinance for Front Royal. Councilwoman Morris noted the 17 vape shops currently existed, and Council needed to take the next step and do something. Councilman Ingram agreed. Councilman Rappaport noted that it was never too late to add criteria and regulate vape shops. Mayor Cockrell stated that vape shops should be in commercial areas or shopping centers.

Town Attorney George Sonnett questioned whether council was interested in a stand-alone ordinance or rolling it into the zoning ordinance. Councilwoman Morris cautioned that the existing vape shops would not be affected by an ordinance Council adopted. Mr. Sonnet advised that implementing an ordinance does not make the vape shops go away. Mayor Cockrell questioned where there was a timeframe to adopt an ordinance. Town Manager Waltz advised that it would 6 – 9 months to roll into the zoning ordinance since it was currently be revised and reviewed at the Planning Commission level. The stand-alone ordinance was discussed noting that location, time, signs and other specific issues could be addressed. Mr. Sonnet advised that the general rule was that the regulation had to have a rational basis and grounded in personal safety and welfare of the community. There was some discussion on the Quantico ordinance #6 *"No Smoking, inhaling or ingestion of tobacco products or vape related products shall be permitted on the premises of the vape shop at any time"* and how that was enforceable. It was noted that the Quantico ordinance had a "lot of teeth" with strict criteria and asked that it be investigated to see if the ordinance was effective. Mr. Waltz advised that he would contact Quantico and ask about the effectiveness of the ordinance and report back to Council through email. It was recommended that Mr. Sonnet write up a proposed ordinance for Council to review at the October 7th Work Session with the possibility of a public hearing on October 28th. There was also the mention of requiring a Special Use Permit for vape shops. Mr. Sonnet stated that he would have to research this further.

D. DMV Matching Grant for Police Department and Budget Amendment – Town Manager Joe Waltz advised that the deadline for this matching grant was October 1st. He explained that it was something the Police Department applied for annually and apologized for being last minute. Mr. Waltz advised that it was not a big impact to the budget since it was costs already being incurred. Council agreed to add to the consent agenda on the 23rd.

Old Business

A. Liaison Committee Meeting Items for October 17th Meeting – Mayor Cockrell reviewed the items that were placed on the July meeting but was cancelled. Council agreed to leave the following items on the agenda: 1) Increase in Solid Waste Tipping Fees, 2) Vape Shops, 3) Transportation Subcommittee Update, 4) Regional Shooting Range Facility and a new item 5) Town Water Restrictions during a drought and how



The following minutes are a summary of items on the agenda. This meeting may be viewed in its entirety by accessing the video of the same date online via the Town's website at www.frontroyalva.com for a limited time.

out-of-town water customers using town water should adhere. Councilman Ingram will attend the meeting with the Mayor.

B. Resolution Requesting Additional Healthcare Providers – Councilwoman Morris advised that she was ready to pass the resolution that was originally given to Council at the July meeting. After a brief discussion Council asked that Mr. Sonnet draft a similar resolution that was given to them at the July regular meeting and add to the September 23rd meeting under Business Items.

CLOSED MEETING

Councilman Ingram moved seconded by Councilwoman Morris that Town Council convene a closed meeting, pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purpose and that Council consider taking action on these matters in open session pursuant to §2.2-3711(A)(1) of the Code of Virginia, for the discussion, consideration, assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees, or employees of any public body, more specifically the Town Attorney, and 2) pursuant to §2.2-3711(A)(8) of the Code of Virginia, consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, more specifically, a) the dissolution of the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia, and, b) the conditional vacation and sale of a portion of N. Royal Avenue and an unimproved alleyway between N. Royal Avenue and Virginia Avenue.

Vote: Yes – Councilmembers Ingram, Morris, Rappaport, DeDomenico-Payne, Wood

No – N/A

Absent – Vice Mayor Sealock

Abstain – N/A

ROLL CALL

Councilman Wood moved seconded by Councilwoman Morris 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.

Vote: Yes – Councilmembers Ingram, Morris, Rappaport, DeDomenico-Payne, Wood

No – N/A

Absent – Vice Mayor Sealock

Abstain – N/A

ROLL CALL

Adjourned approximately 9:50pm

Approved by Town Council

Date: -----



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

8/27/2024

Joe Waltz
Manager
Town of Front Royal, Virginia

Dear Joe:

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended June 30, 2023 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

A handwritten signature in black ink, reading "Michele Mark Levine". The signature is fluid and cursive, with the first and last names being more prominent.

Michele Mark Levine
Director, Technical Services



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**Town of Front Royal
Virginia**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2023

Christopher P. Morill

Executive Director/CEO



REGULAR COUNCIL MEETING AGENDA STATEMENT

Meeting Date: September 23, 2024

Item# 07A

Agenda Item: PUBLIC HEARING – A Proposed Ordinance to Amend and Re-enact Chapter 85 of the Town Code Pertaining to Garbage, Rubbish, Refuse and Solid Waste Management

Summary: Council is requested to consider adopting an ordinance to amend and re-enact Town Code Chapter 85 pertaining to Garbage, Rubbish, Refuse and Solid Waste Management as presented. If approved collection charges shall increase. A Solid Waste Cost of Service Study was performed by MSW Consultants.

Budget/Funding: 4203-3160802 Solid Waste Sales of Service

Meetings: Work Sessions held January 8th, March 11th, August 5th. Public Input Meeting held May 15th

Proposed Motion: I move that Council adopt an ordinance to amend and re-enact Front Royal Town Code Chapter 85, Garbage, Rubbish, Refuse and Solid Waste Management as presented.

Moved _____ *Seconded* _____

VM Sealock _____ *Ingram* _____ *Morris* _____ *Rappaport* _____ *DeDomenico-Payne* _____ *Wood* _____

**AN ORDINANCE TO AMEND AND RE-ENACT CHAPTER 85 OF THE CODE OF
FRONT ROYAL, VIRGINIA PERTAINING TO GARBAGE, RUBBISH, REFUSE AND
SOLID WASTE MANAGMENT**

WHEREAS, MSW Consultants was hired to provide a Cost of Service Study for solid waste collection showing an increase of rates including recommendations for the Main Street Area; and,

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

Chapter 85

GARBAGE, RUBBISH, REFUSE AND SOLID WASTE MANAGEMENT

Sections:

GENERAL PROVISIONS

85-1 DUMPING ON PUBLIC OR PRIVATE PROPERTY

85-2 COLLECTION AREAS AND DAYS

85-3 COLLECTION CHARGES

**85-4 DISPOSITION OF TREE CUTTINGS, YARD WASTE AND BUILDING
MATERIAL**

85-5 HOURS FOR PLACEMENT AT CURB

**85-6 ADDITIONAL CHARGE FOR SPECIAL LOCATION SOLID WASTE
COLLECTION ONTO PRIVATE PROPERTY ~~ENTRANCE ON PRIVATE PROPERTY
FOR COLLECTION~~**

85-7 COMPLIANCE REQUIRED

85-8 SUITABLE CONTAINERS DESIGNATED

~~85-9 (RESERVED)~~

~~85-10~~ **9 RESTRICTIONS**

~~85-11~~ **10 SEPARATION; VIOLATIONS AND PENALTIES**

~~85-12 REPORT~~

GENERAL PROVISIONS

85-1 DUMPING ON PUBLIC OR PRIVATE PROPERTY

It shall be unlawful for any person to dump or otherwise dispose of trash, garbage, refuse or other unsightly matter on a public street, right-of-way or on private property without the written consent of the owner thereof or his agent. When a violation of the provisions of this section has been observed by any person, and the matter dumped or disposed of on the street, right-of-way or private property has been ejected from a motor vehicle, the owner or operator of such motor vehicle shall be presumed to be the person ejecting such trash, garbage, refuse or other unsightly matter, provided that such presumption shall be rebuttable by competent evidence. Any person convicted of a violation of this section shall be guilty of a Class 3 misdemeanor and punished in accordance with the provisions of Section 1-15, General Penalty, and Section 85-11 of this Code.

85-2 COLLECTION AREAS AND DAYS

Garbage, ashes, recyclable materials, yard waste and trash shall be collected in such areas of the Town and upon such days as may be directed by the Town Manager. Solid Waste collection trucks shall each collect on the route only once on each scheduled day and shall not thereafter return for additional collections.

85-3 COLLECTION CHARGES

A. The owner or occupant of each residential **dwelling** unit, office, retail and wholesale business, church, public building, and any other ~~building or unit, provided such~~ structure **is located on a Town maintained street** and connected to the Town's water and sewer system, **regardless of actual use, whether using or not,** shall pay a charge to the Town for its collection of solid waste ("customer"). The owners or occupants of such structures which are **exempt from connecting** ~~not so connected~~ to the water and sewer system may **request to be added as a customer** and pay for refuse collection services from the Town. The collection charge shall be ~~three hundred and 00/100 dollars (\$300.00)~~ **five hundred fifty and 00/100 dollars (\$550.00)** per month for every customer who requires twice weekly pickup service on a container larger than six (6) cubic yards; and ~~two hundred fifteen and 00/100 dollars (\$215.00)~~ **two hundred seventy-five and 00/100 dollars (\$275.00)** per month for every customer who requires once weekly pickup service on a container larger than six (6) cubic yards; ~~an additional monthly charge of fifty-eight and 00/100 dollars (\$58.00) for tipping fees per pickup of a commercial dumpster; twenty-six and 00/100 dollars (\$26.00) per month for each ninety-six (96) gallon container per commercial customer each week; fourteen and 10/100 dollars (\$14.10)~~ **twenty-two and 05/100 dollars (\$22.05)** per month for each ninety-six (96) gallon container per customer each week; and ~~twelve and 00/100 (\$12.00) dollars~~ **nineteen and 60/100 dollars (\$19.60)** per month for each thirty-two (32) gallon container per customer each week.

B. Establishment of Main Street Solid Waste Service Area and rates.

- a) The Main Street Solid Waste Service Area shall be defined as parcels located east of North and South Royal Avenue and south of Peyton Street and west of Chester Street and west of High Street and north of East Jackson Street.
- b) Refuse collection rates shall be based upon the total cost of providing solid waste services in the Main Street Service Area and shall be proportioned among customers based on specific residential and non-residential customer classes ("MSSWSA customer") and the relative size of the non-residential operation of the MSSWSA customer with respect to other non-residential MSSWSA customers.
- c) Each residential and non-residential MSSWSA customer within the Main Street Solid Waste Service Area shall pay a portion of the service cost identified for solid waste services for the area. The following MSSWSA customer classifications shall apply:

(1) *Residential* – MSSWSA customer owning or occupying a residential dwelling unit shall be charged the same monthly solid waste fee per unit that is charged for residential solid waste customers town wide.

(2) *Class I*— Small Business - A non-residential MSSWSA customer generating quantities of solid waste estimated to be less than thirty-three and one-third ($33\frac{1}{3}$) percent of the quantity of solid waste generated by the remainder of non-residential customers, as determined by the Director of Public Works or designee.

(3) *Class II*— Medium Business/Small Food Service - A non-residential MSSWSA customer generating quantities of solid waste estimated to be equal to thirty-three and one-third ($33\frac{1}{3}$) percent but less than sixty-six and two-thirds ($66\frac{2}{3}$) percent of the quantity of solid waste generated by the remainder of non-residential customers and serving food and/or beverage, as determined by the Director of Public Works or designee.

(4) *Class III*— Large Business/Restaurant - A non-residential MSSWSA customer generating quantities of solid waste estimated to be equal to or greater than sixty-six and two-thirds ($66\frac{2}{3}$) percent of the quantity of solid waste generated by the remainder of non-residential customers and serving food and beverage, as determined by the Director of Public Works or designee.

(5) *Exception* – MSSWSA customers not falling into any of the above categories, either unique to the Main Street Solid Waste Service Area or accounts with unusual circumstance such as master metering for several business units, paying for dedicated service from the premises as determined by the Director of Public Works or designee.

d) The Director of Public Works or designee shall identify and assign all businesses, residences and other permanent establishments which can reasonably be expected to generate solid waste in the Main Street area to one of the established MSSWSA customer classifications. The Director of Public Works or designee shall review such assignments periodically or upon receipt of a request from a MSSWSA customer. The Town Manager or designee shall consider the costs of providing service and the amount and type of materials generated when making class assignments. The Town Manager or designee shall annually review the cost of providing solid waste services for the Main Street Solid Waste Service Area. If the director determines that it is necessary to increase the fees set forth in subsection (e) below, in order to fully recover the costs of providing solid waste service, the Town Manager or designee shall submit the proposed fee increases to the Town Council for review and comment before submitting proposed amendments to the rates in subsection (e) to the Town Council for consideration.

d) The following monthly rates shall apply to the MSSWSA customer classifications as established by this subsection and shall be billed and collected as provided for below:

Main Street Solid Waste Service Area Monthly Rate				
Classification				
Residential	I	II	III	Exception
\$22.05	\$ 46.00	\$ 120.00	\$ 425.00	As determined by Public Works Director or Designee

~~B.~~ **C.** Collection charges shall be paid and processed in accordance with the provisions contained in Section 134-71 of this Code.

~~C.~~ **D.** In the event that any retail or wholesale business, residential unit, office, church, public building or establishment is not occupied or used for more than one (1) month, the owner or occupant thereof shall be relieved during the vacancy or nonuse from the payment of the monthly charge, provided that the owner notifies the Town of Front Royal, in writing, of the vacancy or nonuse upon forms to be furnished by the Town. Owner or occupant must notify the Town of Front Royal, in writing, when he wishes collection of garbage, ashes and trash to be resumed. Any person making a false statement to avoid payment of the collection charge shall be guilty of a misdemeanor.

~~D.~~ **E.** In the event that the owner or occupant of any retail or wholesale business, residential unit, office, church, public building or establishment shall exhibit to the Town Treasurer a signed written contract with a private garbage collection business, providing for the collection of garbage, ashes and trash, then said owner or occupant shall be relieved of the payment of any of the aforementioned monthly fees for the term of said contract.

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

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

of-Way, but items shall not be placed on the street or sidewalk. The Town shall not enter private property for On-Call Collection.

3. There will be no fee for the first collection work order per customer per calendar year containing twenty (20) or fewer bags, not exceeding fifty-five (55) gallons per bag, of bagged items to be collected, plus five (5) pieces of furniture determined by the Department of Public Works, as readily crushable by the Town's mechanical refuse crusher, or household appliances not containing Freon or mercury. For a second collection work order per customer per calendar year, the fee is \$25.00. For a third and all subsequent collection work orders per customer per calendar year, the fee is \$50.00.
4. For the first collection of unbagged items, and/or for collection of more than twenty (20) bags or five (5) furniture items of other acceptable items for collection, not otherwise eligible for collection pursuant to (3.) above, per customer per calendar year, there shall be a fee of Four Hundred Dollars (\$400.00) per hour. For a second collection of unbagged items and/or second collection of more than twenty (20) bags or five (5) furniture items or other acceptable items for collection, not otherwise eligible for collection pursuant to (3.) above, per customer per calendar year, there shall be a fee of Six Hundred Dollars (\$600.00) per hour. For a third or subsequent collection of unbagged items and/or a third or subsequent collection of more than twenty (20) bags or five (5) furniture items of other acceptable items for collection, not otherwise eligible for collection pursuant to (3.) above, per customer per calendar year, there shall be a fee of Eight Hundred Dollars (\$800.00) per hour.
5. Items containing Freon or other refrigerants, such as refrigerators, freezers, air conditioners, and dehumidifiers shall be subject to an additional fee of \$15.00 per item for the recovery of such refrigerants from the device.
6. Tires without rims shall be subject to a collection fee of \$2.00 per tire; tires with rims shall be subject to an additional fee of \$4.00 per tire for the Town's additional time and labor involved in separating the tires from the rims.
7. For purpose of §85-3(E) only, placement of bagged material or furniture compliant with this Code Section shall not constitute a violation of Town Code §142-4 for residential customers with an established, open On-Call Collection work order obtained through the Department of Public Works to place items for collection within the Town Right-of-Way so long as no such items placed obstruct the traveled portion of any street or sidewalk, and so long as access by the Town is not blocked or impeded. Placement of any material intended for collection through the On-Call Collection Program prior to establishing a work order shall constitute a violation of Town Code §142-4 and shall be subject to enforcement action and punishment as permitted by the Town Code.

85-4 DISPOSITION OF TREE CUTTINGS, YARD WASTE, AND BUILDING MATERIAL

A. Tree and/or brush cuttings shall be reduced to a maximum of five (5) foot lengths, and shall be bundled with rope or heavy twine or placed separately in garbage cans, not to exceed 32 gallons in size, and shall weigh no more than fifty (50) pounds.

B. Yard waste, to include grass clippings, may be placed in the same area as garbage or other refuse for curbside pickup by the Town PROVIDED such material is placed in paper or other biodegradable bags or in garbage cans, not to exceed 32 gallons in size or fifty (50) pounds in weight. In addition, such material shall not be mingled with garbage, ashes and trash. The Town will refuse service for this category of material to any citizen who uses plastic bags, or who mixes it with other waste, and it shall thereafter be the responsibility of the citizen who has violated these rules to dispose of such material. No more than ten (10) bags or 32-gallon containers of yard waste shall be collected from each residence on a single day.

C. Rejected building materials shall not be put out for collection.

85-5 HOURS FOR PLACEMENT AT CURB

Containers, as provided in Section 85-8, for garbage, ashes or trash, as well as containers for **recyclable materials and for** yard waste, shall be placed at the street side of the curb on the day of collection before 6:30 AM or after 7:00 PM the night before. Solid waste shall not be set out after the collection truck has passed. It shall be unlawful to place such containers in such a manner that access to them from the collection truck and Town workers is blocked or impeded by any vehicle or other obstruction. Customers shall remove the containers from the town right-of-way before 7:00 AM the day after collection.

~~85-6 ADDITIONAL CHARGE FOR ENTRY ONTO PRIVATE PROPERTY FOR COLLECTION~~

~~When any person not less than sixty-five (65) years of age or permanently and totally disabled requests in writing that the Town solid waste collection equipment or personnel enter upon private property for the purpose of making such collection, the customer making such request shall pay an additional collection charge of five dollars (\$5.00) per month, which shall be added to and collected with the regular solid waste collection charge, and the Town solid waste collection personnel shall enter the private property for the purpose of such collection. In addition, at the discretion of the Director of Public Works, Town solid waste equipment and/or personnel may make curbside collection of the solid waste of any person, regardless of age or ability, whose property does not front on a Town-maintained street and who requests curbside solid waste collection in writing and pays the additional collection charge of five dollars (\$5.00) per month; provided that such person places such solid waste for collection at the front lot line at such non-Town-maintained road on the appropriate day and in the appropriate container provided in this Chapter.~~

85-6 ADDITIONAL CHARGE FOR SPECIAL LOCATION SOLID WASTE COLLECTION ONTO PRIVATE PROPERTY

Special location solid waste collection service is offered to residential customers where all residents of the customer's household meet the following conditions: residents are at least 65 years old or have a doctor verified medical need; the customer making such request shall pay an additional collection charge of \$23.50 per month, which shall be added to and collected with customer's monthly utility bill.

Special collection means that Town issued containers will be collected from **one** designated collection location that is mutually agreed upon, by the Director of Public Works (or designee) and customer, within 25 feet of the residence. Materials will only be collected at the designated location mutually agreed upon and will not be collected if there is heavy snow, ice, or other obstructions blocking the path to the designated collection location.

A written application and liability waiver must be completed and signed by all members of the household. A person with Power of Attorney may sign on a resident's behalf. If a resident is younger than 65 years old, a written medical need signed by a licensed doctor must be provided to the Town. Children under the age of 18 will be listed on the application but are not required to sign.

Upon approval of the Director of Public Works (or designee) service will remain in effect for a period not exceeding three years, or upon termination of utility account; upon which reapplication may be made by customer. Customer may end special location solid waste collection at any time by providing Town written notification.

85-7 COMPLIANCE REQUIRED

Deposits for collection and collection by the Town trucks of solid waste shall be subject to the provisions of this chapter. Any matter set out for collection which does not comply with the provisions of this chapter will not be collected by the Town but shall be removed by the owner or tenant.

85-8 SUITABLE CONTAINERS DESIGNATED

For the purpose of this chapter, a suitable container for all refuse and garbage containing, or which contained, animal or vegetable matter subject to decay or fermentation, and trash, paper, ashes and other matter not subject to decay or fermentation, shall be a container provided by the Town to each customer, unless specifically exempted by the Director of Public Works. Containers shall be 96-gallon capacity unless that size container poses a hazard or unusual inconvenience for the worker or customer. In either event, and with the approval of the Director of Public Works, the Town shall provide 32 gallon containers to the customer. All items placed in the container must be bagged. The container and its contents shall not exceed fifty (50) pounds for the thirty-two (32) gallon container, and one hundred fifty (150) pounds for the ninety-six (96) gallon container. All solid waste set out for collection shall be placed in proper containers. The Town shall not collect items not placed in the proper containers. Customers are required to keep containers sufficiently clean to control odors and vermin.

~~85-9 (RESERVED)~~

85-10 ⁹ RESTRICTIONS

A. Containers for refuse, garbage, trash, paper, ashes and other like waste material, as required in this chapter, shall not be filled more than level with the brim.

B. Covers on all containers, as required in this chapter, shall be kept in place except when filling or emptying.

C. No liquid shall be placed in any container required in this chapter.

D. Hot ashes shall not be placed in any combustible containers required under the provisions of this chapter.

E. The Town shall not collect unauthorized or dangerous items including but not limited to, medical waste, construction debris, automotive parts, hazardous waste, controlled waste, items that may contain asbestos, bio-hazardous material, petroleum products, computer monitors or items contaminated with petroleum, explosives, and reactive chemicals. The property owner shall be responsible for the disposal of such items.

F. Individuals shall place all solid waste within suitable sealed bags prior to placement in containers. If waste scatters because an individual did not secure waste in a bag, the individual/property owner is responsible for the scattered material and may be charged with littering.

85-~~11~~ 10 SEPARATION; VIOLATIONS AND PENALTIES

A. Purpose. The purpose of this Article is to provide the Town of Front Royal with a basis for the effective recycling of solid waste and the development and implementation of the Solid Waste Management Plan.

B. Definitions. As used in this Article, the following terms shall have the meanings indicated:

RECYCLING - The process of separating a given waste material from the waste stream and processing it so that it is used again as raw material for a product, which may or may not be similar to the original product.

SOLID WASTE - Any garbage, refuse, sludge and other discarded material, including solid, liquid, semisolid or contained gaseous material, resulting from industrial, commercial, residential, mining and agricultural operations or community activities, but does not include solid or dissolved material in domestic sewage; solid or dissolved material in irrigation return flows or in industrial discharges which are sources subject to a permit from the State Water Control Board; or source, special nuclear or by-product material as defined by the Federal Atomic Energy Act of 1954, as amended.

C. Collection and recycling. All occupants of residences and all businesses which are operated for a profit shall separate and make available for collection and recycling such categories of solid waste as are designated by and in such manner as is required by the Town of Front Royal Solid Waste Management Plan promulgated in accordance with the regulations of the Commonwealth of Virginia Department of Waste Management. The provisions of the Town of Front Royal Solid Waste Management Plan shall supersede and take precedence over conflicting provisions, if any, contained in Chapter 85, Article 1, to include but not be limited to any conflicting provisions pertaining to garbage and refuse containers.

D Nothing in this Article shall affect the right of any person to sell or otherwise dispose of solid waste material as provided in Virginia Code Section 15.2-933 or which may be permitted under any law of the Commonwealth of Virginia.

E. Nothing in this Article shall impose any liability upon an apartment or commercial office building owner or manager for failure of the tenants to comply with any provisions of the Article, nor shall this Article impose any liability upon any solid waste hauler for the failure of its customers to comply with the provisions of this Article.

F. A civil fine of not more than one thousand dollars (\$1,000.) may be imposed for violations of the provisions of this Article and the requirements of the Town of Front Royal Solid Waste Management Plan.

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

1. Failure to remove solid waste containers from Town right-of-way: \$10.00 per day of non-compliance after third violation notice.
2. Failure to maintain containers in a clean and sanitary condition, free from odor, flies or vermin: \$25.00 per occurrence after third violation notice.
3. Failure to bag solid waste placed in containers: \$25.00 per occurrence after third violation notice.
4. Late placement of solid waste materials at curbside: \$25.00 per occurrence after third violation notice.
5. Inclusion of hazardous, infectious or medical wastes in household solid waste containers: \$500.00 per occurrence.
6. Other violations of this Chapter: \$25.00 per occurrence after third violation notice.

85-12 REPORT

A. All companies which collect, store, treat, transport or dispose of solid waste which is generated within the Town of Front Royal shall submit an annual report to the Front Royal Town Manager or his designated agent.

B. Each annual report required hereunder shall include the following information for the period covered by the report:

1. The name and address of the reporting party.
2. The total quantity of solid waste collected, stored, treated, transported or disposed of and the total quantity of solid waste recycled by the reporting party.
3. The date of the report and the period of time covered by the report.

C. The total quantity of solid waste and the total quantity of recycled solid waste reported hereunder shall be based on the actual volume or weight of the solid waste and/or recycled solid

waste. Where actual volume or weight cannot be accurately determined, the volume or weight may be reported using carefully estimated data. Each report shall include a statement of the basis for the reported data, e.g., measurement of volume, measurement of weight or estimation and the basis for the estimation.

D. Nothing hereunder shall be construed to require any party to report information of a proprietary nature. In the event that any party fails to report information otherwise required hereunder based on that party's determination that the information is of a proprietary nature, the party shall specify in its report the general nature of the information withheld and the basis for its determination that said information is proprietary.

E. The total quantity of recycled solid waste included in the report shall mean only those solid wastes which were generated within the Town of Front Royal and then recycled.

This ordinance shall become effective upon adoption.

APPROVED:

Lori A. Cockrell, Mayor

ATTEST:

Tina L. Presley, Clerk of Council

This Ordinance was approved at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on _____, 2024 upon the following recorded vote:

R. Wayne Sealock	☐ Yes ☐ No	H. Bruce Rappaport	☐ Yes ☐ No
Joshua L. Ingram	☐ Yes ☐ No	Melissa DeDomenico-Payne	☐ Yes ☐ No
Amber F. Morris	☐ Yes ☐ No	Glenn E. Wood	☐ Yes ☐ No

A public hearing on the above was held on _____ having been advertised in the Northern Virginia Daily on September 9 and September 16, 2024.

Approved as to Form and Legality:

George M. Sonnett, Jr., Town Attorney

Dated: _____



REGULAR COUNCIL MEETING AGENDA STATEMENT

Meeting Date: September 23, 2024 Item# 07B

Agenda Item: PUBLIC HEARING – A Proposed Ordinance Adopting and Enacting a Republished Code for the Town of Front Royal, Virginia

Summary: Council is requested to consider adopting an ordinance adopting and enacting a republished Town Code for the Town of Front Royal as presented.

Budget/Funding: 1204-43053 – IT Department – Computer Licensing

Meetings: Work Session held September 3, 2024

Proposed Motion: I move that Council adopt an ordinance enacting a republished Town Code for the Town of Front Royal as presented.

Moved _____ *Seconded* _____

VM Sealock _____ *Ingram* _____ *Morris* _____ *Rappaport* _____ *DeDomenico-Payne* _____ *Wood* _____

AN ORDINANCE ADOPTING AND ENACTING A REPUBLISHED CODE FOR THE TOWN OF FRONT ROYAL, VIRGINIA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

BE IT ORDAINED BY THE TOWN COUNCIL:

Section 1. The Code entitled "Code of Front Royal, Virginia," referred to as the "Front Royal Town Code" published by MUNICODE powered by CivicPlus, consisting of Chapters 1 through 200, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before April 22, 2024, and not included in the Front Royal Town Code or recognized, saved, and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in Section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Front Royal Town Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished in accordance with the Front Royal Town Code Chapter 1, General Penalties, as adopted. Each act of violation and each day upon which any such violation shall continue or occur shall constitute a separate offense. The penalty referenced by this section, unless another penalty is expressly provided, shall apply to the amendment of any other section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the Town may pursue civil remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Additions or amendments to the Front Royal Town Code when passed in such form as to indicate the intention of the Town Council to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after April 22, 2024, that amend or refer to ordinances that have been codified in the Front Royal Town Code, shall be construed as if they amend or refer to like provisions of the Code.

Section 7. This ordinance shall become effective immediately upon adoption.

APPROVED:

Lori A. Cockrell, Mayor

ATTEST:

Tina L. Presley, Clerk of Council

This Ordinance was approved at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on _____, 2024 upon the following recorded vote:

R. Wayne Sealock	__Yes __No	H. Bruce Rappaport	__Yes __No
Joshua L. Ingram	__Yes __No	Melissa DeDomenico-Payne	__Yes __No
Amber F. Morris	__Yes __No	Glenn E. Wood	__Yes __No

A public hearing on the above was held on _____ having been advertised in the Northern Virginia Daily on September 9 and September 16, 2024.

Approved as to Form and Legality:

George M. Sonnett, Jr., Town Attorney

Dated: _____

Certificate of Adoption

I hereby certify that the foregoing is a true copy of the ordinance passed at the regular meeting of the county council, held on the _____ day of _____, 2024.

Clerk of the Council



REGULAR COUNCIL MEETING AGENDA STATEMENT

Meeting Date: September 23, 2024 Item# 07C

Agenda Item: PUBLIC HEARING – A Proposed Ordinance to Amend Town Code Chapter 1 and Repeal Chapter 43 and Chapter 180

Summary: Council is requested to consider an ordinance to amend Town Code Chapter 1, General Provisions and to repeal Chapters 43, Air Pollution and Chapter 180 Franchise Agreements, as presented.

Chapter 1 is to be amended to coincide with the republic of the Code.
Chapter 43 was repealed in 1985 but was never removed from the Code.
Chapter 180 is not required to be placed in the Code.

Budget/Funding: None

Meetings: Work Session held September 3, 2024

Proposed Motion: I move that Council adopt an ordinance to amend and re-enact Front Royal Town Code Chapter 1, General Provisions and to repeal Chapter 43, Air Pollution and Chapter 180 Franchise Agreements, as presented.

Moved _____ *Seconded* _____

VM Sealock _____ *Ingram* _____ *Morris* _____ *Rappaport* _____ *DeDomenico-Payne* _____ *Wood* _____

**AN ORDINANCE TO AMEND FRONT ROYAL TOWN CODE CHAPTER 1,
GENERAL PROVISIONS AND REPEAL CHAPTER 43, AIR POLLUTION AND
CHPATER 180, FRANCHISE AGREEMENTS**

WHEREAS, an Ordinance adopting and enacting a republished Code for the Town of Front Royal, Virginia, referred as "*Front Royal Town Code*", was adopted by Town Council _____; and,

WHEREAS, upon adoption of the republished Code, it is suggested that Chapter 1, General Provisions be amended and revised; and that Chapters 43, Air Pollution and 180, Franchise Agreements be repealed, as shown herein; and,

NOW THEREFORE, BE IT ENACTED, by the Town Council of the Town of Front Royal, Virginia, that Chapter 1, General Provisions; Chapter 43, Air Pollution; and Chapter 180, Franchise Agreement, hereby be amended or repealed as follows:

Chapter 1

GENERAL PROVISIONS

Sections:

- 1-1 CODE ADOPTED AND DESIGNATED
- 1-2 WHEN EFFECTIVE
- 1-3 REPEALER
- 1-4 PROVISIONS SAVED FROM REPEAL
- 1-5 SEVERABILITY
- 1-6 AVAILABILITY OF COPIES
- 1-7 GENERAL PENALTY
- 1-8 DEFINITONS
- 1-9 CORPORATE SEAL
- 1-10 SALE OF TOWN PROPERTY

1-1 CODE ADOPTED AND DESIGNATED

There is hereby adopted by the Council of the Town of Front Royal, Virginia, that certain Code entitled the "Code of Front Royal, Virginia," referred to hereinafter as the "Front Royal Town Code" containing certain ordinances of a general and permanent nature consisting of Chapters 1 through 200 inclusive. Such Code as being recodified or republished in 1951, 1965, 1985 and 1997.

1-2 WHEN EFFECTIVE

The provisions of the Front Royal Town Code, as republished, shall be in full force and effective upon adoption.

1-3 REPEALER

All ordinances of a general and permanent nature enacted on or before April 22, 2024, and not included in the Front Royal Town Code or recognized and continued in force by reference therein are repealed. The repeal shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

1-4 PROVISIONS AND ORDINANCES SAVED FROM REPEAL

The repeal provided for in the preceding section shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any contract or right established accruing before the adoption of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the adoption of this ordinance; nor shall such repeal affect any ordinance or resolution promising or guaranteeing payment of money by or for the Town or authorizing the issue of any bonds of the Town or any evidence of indebtedness or any contract or obligation assumed by the Town; nor shall it affect any right or franchise conferred by ordinance or resolution of the Town on any person or corporation; nor shall it affect any ordinance adopted for purposes which have been consummated or any ordinance which is temporary, although general in effect, or special, although permanent in effect; nor shall it affect any of the following ordinances or any amendment thereto:

A. Any appropriation ordinance.

B. Any ordinance levying or imposing taxes.

C. Any ordinance providing for any public improvement.

D. Any ordinance making any assessment.

E. Any ordinance opening, relocating, closing, vacating, altering, or naming any Town rights-of-way, including but not limited to streets and alleys.

F. Any ordinance relative to salaries, wages or compensation or bonds of Town employees, officials or members of boards and commissions.

G. Any ordinance establishing, extending or contracting the corporate limits of the Town.

H. Any ordinance relative to changes in the Zoning Map.

I. Any ordinance relative to utility connections and rate charges supplied by and connected to the Town's utility systems including electricity, water and sewer.

1-5 SEVERABILITY

If any part, section, subsection, sentence, clause, word or phrase of this ordinance or of the Front Royal Town Code, is for any reason declared by a court of competent jurisdiction to be unconstitutional or invalid, it shall be severed from the body of this ordinance or Code, and such decision shall not affect the validity of the remainder of this ordinance or of such Code.

1-6 AVAILABILITY OF COPIES

Pursuant to §15-2-1433 VA Code, a copy of the Front Royal Town Code shall be made available for public inspection during normal business hours in the Office of the Clerk of Council.

1-7 GENERAL PENALTY

A. Whenever a provision in this Code or other ordinance of the Town prescribes punishment by stating that the act or offense or the failure to do any act is a misdemeanor or unlawful, and no specific penalty is provided therefore, the act or offense or failure to do any act shall be punished by a fine not exceeding two thousand five hundred dollars (\$2,500.00) or by imprisonment in jail for a period of not exceeding twelve (12) months, either or both, except that acts or offenses or the failure to do any act considered Class II Misdemeanors in any similar statute of the Commonwealth of Virginia shall be punished by a fine of not more than one thousand dollars (\$1,000.00), or confinement in jail for not more than six (6) months, either or both, and that acts or offenses or the failure to do any act considered Class III Misdemeanors in any similar statute of the Commonwealth of Virginia shall be punished by a fine of not more than five hundred dollars (\$500.00), and that acts or offenses or the failure to do any act considered Class IV Misdemeanors in any similar statute of the Commonwealth of Virginia shall be punished by a fine of not more than two hundred fifty dollars (\$250.00).

B. In no case shall the penalty of any Town ordinance exceed the penalty imposed in a similar statute of the Commonwealth of Virginia. In the event that any Town ordinance should provide a penalty exceeding that imposed in a similar statute of the Commonwealth of Virginia, the Town penalty shall be considered null and void, and said penalty provision shall be severed from the ordinance, and the lesser penalty of the similar statute of the Commonwealth of Virginia shall be thereupon incorporated by reference, to be employed in lieu of the severed penalty provision of the Town ordinance.

C. Except where otherwise provided, each day any violation of this Code or of any such ordinance, rule or regulation shall continue shall constitute a separate offense.

1-8 DEFINITIONS

A. In the interpretation and construction of this Code and of all ordinances of the Town, the following definitions and rules of construction shall be observed, unless they are inconsistent with the manifest intent of the Council or the context clearly requires otherwise:

BOND - When a bond is required, an undertaking in writing shall be sufficient.

CHIEF OF THE FIRE DEPARTMENT; FIRE CHIEF - The Chief of the Warren County Department of Fire and Rescue Services.

CODE - The Code of the Town of Front Royal, Virginia or Front Royal Town Code.

COMPUTATION OF TIME - When a notice is required to be given or any other act to be done a certain time before any proceeding, there must be that time, exclusive of the day for such proceeding, but the day on which such notice is given, or such act is done, may be counted as part of the time; but when a notice is required to be given or any other act to be done within a certain time after any event, that time shall be allowed in addition to the day on which the event occurred.

COUNCIL - The Town Council of the Town of Front Royal, Virginia.

COUNTY - The County of Warren, Virginia.

FOLLOWING - When used by way of reference to any section or sections in the Code, next following that in which such reference is made.

HEALTH OFFICER - The State Health Officer of Warren County or his authorized agent or representative.

MONTH - A calendar month.

NUMBER - A word importing the singular number only may extend and be applied to several persons and things, as well as to one (1) person or thing; and a word importing the plural number only may extend and be applied to one (1) person or thing, as well as to several persons or things.

OATH - Includes an affirmation in all cases in which by law an affirmation may be substituted for an oath.

OFFICIAL TIME STANDARD - Whenever particular hours are specified in this Code relating to the time within which any act shall be performed by any person, the time applicable shall be the official standard time or daylight savings time, whichever may be in current use in the Town.

OWNER - As applied to a building or land, shall include any part owner, joint owner, tenant in common, joint tenant or tenant by the entirety, of the whole or part of such building or land.

PERSON - Includes a firm, partnership, association of persons, corporation, organization or any other group acting as a unit.

PRECEDING - When used by way of reference to any section or sections in this Code, shall be construed to mean next preceding that in which such reference is made.

PROPERTY - Real, personal or mixed property.

PUBLIC GROUNDS - The parks and all public lands owned or leased by the Town, and those parts of public places which do not form traveled parts of streets as defined in this section.

SHALL - Shall be mandatory.

SIDEWALK - Any portion of a street between the curblin, or the lateral lines of a roadway where there is no curb, and the adjacent property line intended for the use of pedestrians.

SIGNATURE; SUBSCRIPTION - Includes a mark when the person cannot write, his name being written near it, and being witnessed by a person who writes his own name as a witness.

STATE - The Commonwealth of Virginia.

STREET - Includes avenues, boulevards, highways, roads, alleys, lanes, viaducts, bridges and the approaches thereto and all other public thoroughfares in the Town and shall mean the entire width thereof between abutting property lines; it shall be construed to include a sidewalk or footpath, unless the contrary is expressed or unless such construction would be inconsistent with the manifest intent of the Town Council.

SWEAR; SWORN - Equivalent to the word "affirm" or "affirmed" in all cases in which by law an affirmation may be substituted for an oath.

TOWN - The Town of Front Royal, in the County of Warren and Commonwealth of Virginia.

WRITTEN; IN WRITING - Includes typewriting, printing on paper and any other mode of representing words and letters.

YEAR - A calendar year, unless a fiscal year is indicated.

1-9 CORPORATE SEAL

A. The Corporate Seal of the Town shall be a design within a circle one and one-half (1 1/2) inches in diameter, with "*Corporate Seal*" therein. Around the edge shall be this inscription: "*Front Royal, Warren County, Virginia*".

B. No other seal shall be used for the Town, and no paper issued by municipal authority, which requires the Seal of the Town, shall be valid unless the Seal prescribed above shall be duly affixed thereto.

1-10 SALE OF TOWN PROPERTY

A. No real estate owned by the Town shall be sold unless the following requirements have been complied with:

1. The Town Council shall hold a public hearing upon the question of the sale after been published once a week for two successive weeks in some newspaper published or having general circulation in the locality, with the first notice appearing no more than 14 days before the intended adoption and not less than six (6) days elapsing between the first and second publication.

2. The Town Council shall authorize by resolution the terms of the sale.

3. Bids shall be accepted by the Manager of Purchasing on the date such property is advertised for sale.

4. The Town Council shall authorize the acceptance or rejection of the best bid at the first available regular Town Council meeting.

B. No personal property owned by the Town shall be sold unless the following requirements have been complied with:

1. The Town Manager, or his designated agent, shall cause to be published in a newspaper having general circulation in the Town, an advertisement arranging the sale including the date, time and place of the sale.

2. The sale shall be held by public auction and/or online public auction to the highest bidder, and such shall be conducted at the place, date and time such property is advertised for sale.

C. Any deviation from the foregoing procedures shall be authorized by resolution adopted by the Town Council, with the reasons therefore stated therein.

Chapter 1 GENERAL PROVISIONS

Sections:

~~1-11 — CODE ADOPTED~~

~~1-12 — WHEN EFFECTIVE~~

~~1-13 — REPEALER~~

~~1-14 — PROVISIONS SAVED FROM REPEAL~~

~~1-15 — SEVERABILITY~~

~~1-16 — DELECTIONS FROM PRINTED VOLUMES~~

~~1-17 — EFFECT ON ORDINANCES ADOPTED BY SUBSEQUENT TO CERTAIN DATE~~

~~1-18 — FILING OF COPIES~~

~~1-19 — THROUGH 14 (RESERVED)~~

~~1-15 — GENERAL PENALTY~~

~~1-16 — DESIGNATION OF CODE~~

~~1-17 — DEFINITIONS~~

~~1-18 — CONTINUATION OF EXISTING PROVISIONS~~

~~1-19 — SEVERABILITY OF CODE PROVISIONS~~

~~1-20 — CATCHLINES OF SECTIONS~~

~~1-21 — CORPORATE SEAL~~

~~1-22 — SALE OF TOWN PROPERTY~~

Adopted by the Town Council of the Town of Front Royal 3-11-85. (formerly Chapter 1 of the 1965 Code including adoptions/amendments 1-25-71; 5-26-80)

~~1-1 — CODE ADOPTED~~

~~Be it ordained and enacted by the Council of the Town of Front Royal, Virginia as follows:~~

~~There is hereby adopted by the Council of the Town of Front Royal, Virginia, that certain Code entitled the "Code of the Town of Front Royal, Virginia," containing certain ordinances of a general and permanent nature as revised, compiled, consolidated and codified in the chapters therein, as follows: Chapters 1 through 180, inclusive.~~

~~1-2 — WHEN EFFECTIVE~~

~~The provisions of the Code of the Town of Front Royal, Virginia, as revised and recodified, shall be in force and effect immediately upon the adoption of this ordinance.~~

~~1-3 — REPEALER~~

All ordinances of the Town of Front Royal, Virginia, which were enacted on or before October 8, 1984, which are not contained in the revised and recodified Code of the Town of Front Royal, Virginia, hereby adopted, and which are not excepted herein, are hereby expressly repealed effective immediately upon the adoption of this ordinance.

~~1.4 — PROVISIONS SAVED FROM REPEAL~~

~~The repeal provided for in the preceding section of this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any contract or right established or accruing before the adoption of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the adoption of this ordinance; nor shall such repeal affect any ordinance or resolution promising or guaranteeing payment of money by or for the Town or authorizing the issue of any bonds of the Town or any evidence of indebtedness or any contract or obligation assumed by the Town; nor shall it affect any right or franchise conferred by ordinance or resolution of the Town on any person or corporation; nor shall it affect any ordinance adopted for purposes which have been consummated or any ordinance which is temporary, although general in effect, or special, although permanent in effect; nor shall it affect any of the following ordinances or any amendment thereto;~~

~~A. Any appropriation ordinance.~~

~~B. Any ordinance levying or imposing taxes.~~

~~C. Any ordinance providing for any public improvement.~~

~~D. Any ordinance making any assessment.~~

~~E. Any ordinance opening, relocating, closing, altering, or naming any streets or alleys.~~

~~F. Any ordinance relative to salaries, wages or compensation or bonds of Town employees and officials or members of Town boards or commissions.~~

~~G. Any ordinance establishing, extending or contracting the corporate limits of the Town.~~

~~H. Any ordinance relative to changes in the Zoning Map.~~

~~I. Any ordinance relative to electrical connection charges for connection with the electrical lines or system.~~

~~J. Any ordinance relative to rates charged by the Town for electricity supplied by the Town.~~

~~K. Any ordinance designating parking meter zones.~~

~~L. Chapter 23, Sections 23-1, 23-2, 23-3 and 23-4 of the 1965 Code of the Town of Front Royal, pertaining to voting precincts. (These sections will be renumbered and included in Chapter 34 of the Code adopted herein.)~~

~~M. Chapter 1, Sections 1-1, 1-2, 1-3, 1-4, 1-5, 1-6 and 1-7 of the 1965 Code of the Town of Front Royal, pertaining to General Provisions. (These sections will be renumbered and included in a chapter of the Code adopted herein.)~~

~~N. Chapter 2, Article III, Section 2-43, of the 1965 Code of the Town of Front Royal, pertaining to the Industrial Development Authority. (This section will be renumbered and included in a chapter of the Code adopted herein.)~~

~~1.5 — SEVERABILITY~~

~~If any part, section, subsection, sentence, clause, word or phrase of this ordinance or of the Code of the Town of Front Royal, Virginia, is for any reason declared by a court of competent jurisdiction to be unconstitutional or invalid, it shall be severed from the body of this ordinance or Code, and such decision shall not affect the validity of the remainder of this ordinance or of such Code.~~

~~1.6 — DELETIONS FROM PRINTED VOLUMES~~

~~A. The following ordinances as printed in the revised edition of the Code of the Town of Front Royal, Virginia, are surplusage and are not to be included as part of the newly adopted Code:~~

~~1. Section 110-27, Slander and libel.~~

~~2. Section 134-14, Petition by property owners for extension of sewer service.~~

~~3. Section 134-15, Report to petitioners.~~

~~4. Chapter 31, pertaining to the Police Department.~~

~~5. Chapter 16, Sections 16-1, 16-2, 16-3, 16-4, 16-5, 16-6, 16-7, 16-8, 16-9 and 16-10, pertaining to the Industrial Development Authority.~~

~~6. Chapter 43, Sections 43-1, 43-2, 43-3, 43-4, 43-5, 43-6, 43-7, 43-8, pertaining to air pollution.~~

~~7. Chapter 51, pertaining to abandoned bicycles.~~

~~B. The aforementioned sections and chapters are hereby declared to be reserved for future use.~~

~~1.7 — EFFECT ON ORDINANCES ADOPTED SUBSEQUENT TO CERTAIN DATE~~

~~Neither the repeal provided for in Section 1-3 of this ordinance, nor the provisions of the Code of the Town of Front Royal, Virginia, shall be construed to affect any ordinance passed after October 8, 1984.~~

~~1.8 — FILING OF COPIES~~

~~A copy of the Code of the Town of Front Royal, Virginia shall be filed in the office of the Town Clerk, and shall be made available to persons desiring to examine the same.~~

~~1.9 THROUGH 1.14 (RESERVED)~~

~~1.15 — GENERAL PENALTY~~

~~A. Whenever a provision in this Code or other ordinance of the Town prescribes punishment by stating that the act or offense or the failure to do any act is a misdemeanor or unlawful, and no specific penalty is provided therefore, the act or offense or failure to do any act shall be punished by a fine not exceeding two thousand five hundred dollars (\$2,500.00) or by imprisonment in jail for a period of not exceeding twelve (12) months, either or both, except that acts or offenses or the failure to do any act considered Class II Misdemeanors in any similar statute of the Commonwealth of Virginia shall be punished by a fine of not more than one thousand dollars (\$1,000.00), or confinement in jail for not more than six (6) months, either or both, and that acts or offenses or the failure to do any act considered Class III Misdemeanors in any similar statute of the Commonwealth of Virginia shall be punished by a fine of not more than five hundred dollars (\$500.00), and that acts or offenses or the failure to do any act considered Class IV Misdemeanors in any similar statute of the Commonwealth of Virginia shall be punished by a fine of not more than two hundred fifty dollars (\$250.00).~~

~~B. In no case shall the penalty of any Town ordinance exceed the penalty imposed in a similar statute of the Commonwealth of Virginia. In the event that any Town ordinance should provide a penalty exceeding that imposed in a similar statute of the Commonwealth of Virginia, the Town penalty shall be considered null and void, and said penalty provision shall be severed from the ordinance, and the lesser penalty of the similar statute of the Commonwealth of Virginia shall be thereupon incorporated by reference, to be employed in lieu of the severed penalty provision of the Town ordinance.~~

~~C. All acts, offenses or the failure to do any acts punishable under Section 17-28 of the Town Code (since repealed) shall be punishable under the provisions of this section. All references to "Section 17-28 of the Town Code" shall be taken as references to this section.~~

~~D. Except where otherwise provided, each day any violation of this Code or of any such ordinance, rule or regulation shall continue shall constitute a separate offense.~~

~~1-16 — DESIGNATION OF CODE~~

~~The ordinances embraced in this and the following chapters and sections shall constitute and be designated the "Code of the Town of Front Royal, Virginia", and may be so cited. Such ordinances may also be cited as the "Front Royal Town Code".~~

~~1-17 — DEFINITIONS~~

~~A. In the interpretation and construction of this Code and of all ordinances of the Town, the following definitions and rules of construction shall be observed, unless they are inconsistent with the manifest intent of the Council or the context clearly requires otherwise:~~

~~**BOND**—When a bond is required, an undertaking in writing shall be sufficient.~~

~~**CHIEF OF THE FIRE DEPARTMENT; FIRE CHIEF**—The Chief of the Volunteer Fire Department.~~

~~**CODE; THIS CODE**—The Code of the Town of Front Royal, Virginia.~~

~~**COMPUTATION OF TIME**—When a notice is required to be given or any other act to be done a certain time before any proceeding, there must be that time, exclusive of the day for such proceeding, but the day on which such notice is given, or such act is done, may be counted as part of the time; but when a notice is required to be given or any other act to be done within a certain time after any event, that time shall be allowed in addition to the day on which the event occurred.~~

~~**COUNCIL**—The Council of the Town of Front Royal, Virginia.~~

~~**COUNTY**—The County of Warren in the State of Virginia.~~

~~**FOLLOWING**—When used by way of reference to any section or sections in the Code, next following that in which such reference is made.~~

~~**HEALTH OFFICER**—The State Health Officer of Warren County or his authorized agent or representative.~~

~~**MONTH**—A calendar month.~~

~~**OATH**—Includes an affirmation in all cases in which by law an affirmation may be substituted for an oath.~~

~~**OFFICIAL TIME STANDARD**—Whenever particular hours are specified in this Code relating to the time within which any act shall be performed by any person, the time applicable shall be the official standard time or daylight savings time, whichever may be in current use in the Town.~~

~~**OWNER**—As applied to a building or land, shall include any part owner, joint owner, tenant in common, joint tenant or tenant by the entirety, of the whole or part of such building or land.~~

~~**PERSON**—Includes a firm, partnership, association of persons, corporation, organization or any other group acting as a unit.~~

~~**PRECEDING**—When used by way of reference to any section or sections in this Code, shall be construed to mean next preceding that in which such reference is made.~~

~~**PROPERTY**—Real, personal or mixed property.~~

~~**PUBLIC GROUNDS**—The parks and all public lands owned or leased by the Town, and those parts of public places which do not form traveled parts of streets as defined in this section.~~

~~**SHALL**—Shall be mandatory.~~

~~**SIDEWALK**—Any portion of a street between the curbline, or the lateral lines of a roadway where there is no curb, and the adjacent property line intended for the use of pedestrians.~~

~~**SIGNATURE; SUBSCRIPTION**—Includes a mark when the person cannot write, his name being written near it, and being witnessed by a person who writes his own name as a witness.~~

~~**STATE**—The Commonwealth of Virginia.~~

~~**STREET**—Includes avenues, boulevards, highways, roads, alleys, lanes, viaducts, bridges and the approaches thereto and all other public thoroughfares in the Town, and shall mean the entire width thereof between abutting property lines; it shall be construed to include a sidewalk or footpath, unless the contrary is expressed or unless such construction would be inconsistent with the manifest intent of the Town Council.~~

~~**SWEAR; SWORN**—Equivalent to the word "affirm" or "affirmed" in all cases in which by law an affirmation may be substituted for an oath.~~

~~**TOWN**—The Town of Front Royal, in the County of Warren and Commonwealth of Virginia.~~

~~**WRITTEN; IN WRITING**—Includes typewriting, printing on paper and any other mode of representing words and letters.~~

~~**YEAR**—A calendar year, unless a fiscal year is indicated.~~

~~B. Gender. Words importing the masculine gender only may extend and be applied to females and to corporations as well as males.~~

~~C. Number. A word importing the singular number only may extend and be applied to several persons and things, as well as to one (1) person or thing; and a word importing the plural number only may extend and be applied to one (1) person or thing, as well as to several persons or things.~~

~~**1-18—CONTINUATION OF EXISTING PROVISIONS**~~

~~The provisions appearing in this Code, so far as they are the same as those in the Code of the Town of Front Royal, Virginia, 1965, and all ordinances adopted subsequent to such Code and included herein, shall be considered as a continuation thereof and not as new enactments.~~

~~**1-19—SEVERABILITY OF CODE PROVISIONS**~~

~~If any part, section, subsection, sentence, clause or phrase of this Code is for any reason declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the remainder of this Code.~~

~~**1-20—CATCHLINES OF SECTIONS**~~

~~The catchlines of the sections of this Code printed in boldface type are intended as mere catchwords to indicate the contents of the sections and shall not be deemed or taken to be titles of such sections, nor as any part of any section, nor, unless expressly so provided, shall they be so deemed when any section, including its catchline, is amended or reenacted.~~

~~**1-21—CORPORATE SEAL**~~

~~A. The Corporate Seal of the Town shall be a design within a circle one and one-half (1 1/2) inches in diameter, with "Corporate Seal" therein. Around the edge shall be this inscription: "Front Royal, Warren County, Virginia".~~

~~B. No other seal shall be used for the Town, and no paper issued by municipal authority, which requires the Seal of the town, shall be valid unless the Seal prescribed above shall be duly affixed thereto.~~

~~**1-22—SALE OF TOWN PROPERTY**~~

~~A. No real estate owned by the Town shall be sold unless the following requirements have been complied with:~~

~~1. The Town Council shall hold a public hearing upon the question of the sale after two (2) publications in a newspaper published or having general circulation in the Town.~~

~~2. The Town Council shall authorize by resolution the terms of the sale.~~

~~3. Bids shall be accepted by the Purchasing Agent on the date such property is advertised for sale.~~

~~4. The Town Council shall authorize the acceptance, or rejection, of the best bid at the first available regular Town Council meeting.~~

~~B. No personal property owned by the Town shall be sold unless the following requirements have been complied with:~~

1. ~~The Town Manager, or his designated agent, shall cause to be published in a newspaper having general circulation in the Town, an advertisement arranging the sale including the date, time and place of the sale.~~

2. ~~The sale shall be held by public auction and/or online public auction to the highest bidder, and such shall be conducted at the place, date and time such property is advertised for sale.~~

C. ~~Any deviation from the foregoing procedures shall be authorized by resolution adopted by the Town Council, with the reasons therefore stated therein.~~

Chapter 43

AIR POLLUTION

Sections:

~~43-1 PROHIBITIONS~~

~~43-2 GRADING OF SMOKE DENSITY~~

~~43-3 EXCEPTIONS TO SMOKE DENSITY RESTRICTIONS~~

~~43-4 SOOT, CINDERS AND FLY ASH~~

~~43-5 AIR POLLUTION COMMISSION~~

~~43-6 VIOLATIONS AND PENALTIES~~

~~43-7 EXEMPTIONS FROM PROVISIONS OF THIS CHAPTER~~

~~43-8 AUTHORIZATION TO ENGAGE INSPECTOR~~

~~Adopted by the Town Council of the Town of Front Royal 3-11-85. (formerly Chapter 24 of the 1965 Code including adoptions/amendments 11-9-64; 12-14-64; 8-23-65).~~

~~43-1 PROHIBITIONS~~

~~It shall be unlawful for any person who is the owner, operator or in control of any stationary steam boiler to permit or cause to escape into the open air within the Town any dense smoke, soot, cinders or fly ash, as hereinafter defined in Sections 43-2 to 43-4.~~

~~43-2 GRADING OF SMOKE DENSITY~~

~~For the purpose of grading the density of smoke under this chapter, the Ringelmann Chart, as now published and used by the United States Bureau of Mines, which is hereby made a part hereof by reference, shall be the standard. Two (2) copies of such chart shall be deposited with the Town Manager. Smoke shall be considered dense when it is equal to or of greater density than No. 2 on such chart.~~

~~43-3 EXCEPTIONS TO SMOKE DENSITY RESTRICTIONS~~

~~The following shall be exceptions to the provisions of Section 43-2:~~

~~A. When cleaning the boiler or stack.~~

~~B. When a fire box is cleaned out or a new fire is being built therein, smoke shall be permitted of a density equal to but not in excess of No. 2 on such Ringelmann Chart for a period or periods aggregating not more than nine (9) minutes in any one (1) hour or of a density in excess of No. 2 on such chart for a period or periods aggregating not more than six (6) minutes in any one (1) hour.~~

~~C. Blowing of boiler tubes.~~

~~D. In the event of a breakdown of the fuel burning equipment or other failure, which is not reasonably preventable and which causes the emission of smoke of a density greater than No. 2 on the Ringelmann Chart, the emission of such smoke shall be permitted for a reasonable time during the period of such breakdown or failure. The person responsible for such equipment or failure shall forthwith notify the Air Pollution Commission or its representatives of such breakdown or failure, shall give the reasons therefor, shall exercise every reasonable effort to prevent without undue delay the emission of smoke of a density greater than No. 2 on the Ringelmann Chart, shall state when such breakdown or failure will be corrected and shall further notify the Air Pollution Commission or its representatives when such breakdown or failure will be corrected.~~

~~43-4 SOOT, CINDERS AND FLY ASH~~

~~A. Emission prohibited. No person shall cause or allow the escape or emission from any stack into the open air of such quantities of soot, cinders or fly ash in such place or manner as to cause injury, detriment or nuisance to any person or to the public or in such manner as to cause or have a tendency to cause injury or damage to business or property.~~

~~B. Permissible amounts of fly ash.~~

~~1. No person shall operate or cause to be operated or maintained or cause to be maintained any furnace or combustion device for the burning of solid fuel unless the quantity of fly ash emitted into the open air shall not exceed seventy five hundredths (0.75) grain per cubic foot of flue gas at a stack temperature of five hundred degree's Fahrenheit (500 degrees F), applying to a stack temperature of eight hundred fifty degrees Fahrenheit (850 degrees F) or less, of which amount not to exceed two tenths (0.2) of a grain per cubic foot shall be of such size as to be retained on a three hundred twenty five mesh United States standard sieve. These conditions are to be conformed to when the percentage of excess air in the stack does not exceed fifty percent (50%) at full load.~~

~~2. Any person violating the provisions of this subsection shall have ninety (90) days after notification by the Air Pollution Commission or its representative within which to cause such furnace or combustion device to comply with the provisions of this subsection. The Town Council, upon the recommendation of the Air Pollution Commission, may extend this time during a period of construction which is being done to comply with this chapter.~~

~~C. Emission a public nuisance. The escape or emission of soot, cinders and fly ash, as prohibited herein, is hereby declared to be a public nuisance.~~

~~D. Exempted emissions. In the event of a breakdown of any furnace or combustion device mentioned in Subsection B or other failure which is not reasonably preventable and which causes the quantity of fly ash emitted into the open air to exceed the quantity mentioned in such subsection, the emission of such fly ash shall be permitted for a reasonable time during the period of such breakdown or failure. The person responsible for such equipment or failure shall notify forthwith the Air Pollution Commission or its representative of such breakdown or failure, shall give the reasons therefor, shall exercise every reasonable effort to prevent without undue delay the emission of smoke of a greater quantity than permitted by Subsection B, shall state when such breakdown or failure will be corrected and shall notify the Air Pollution Commission or its representative when such breakdown or failure has been corrected.~~

~~E. Defined. As used in this chapter, the following terms shall have the meanings indicated:~~

~~**SOOT, CINDERS AND FLYASH**—Considered to be all matter other than dense smoke, and shall include coke, cinders, dust and soot formed as a result of the combustion of fuel which is carried in the gas stream so as to reach the external air and which have not been completely consumed by the combustion process.~~

~~**43-5—AIR POLLUTION COMMISSION**~~

~~A. The Town Council, shall, biennially, at the regular Council meeting in September, beginning in 1966, appoint an Air Pollution Commission. Such Commission shall consist of at least three (3) members, who shall hold office until their successors are named as hereinabove provided.~~

~~B. The Air Pollution Commission or its representatives shall have authority to enter at all reasonable times in or upon any private or public property, except private residences, for the purpose of inspecting and investigating any condition which the Commission shall have reasonable cause to believe is a violation of any part of this chapter. Such officials shall at all times comply with all reasonable safety rules then in effect at such properties. Any information relating to secret processes or methods of manufacture or production obtained in the course of such inspections or investigations shall be kept confidential by such officials.~~

~~**43-6—VIOLATIONS AND PENALTIES**~~

~~A. Any person violating any of the provisions of this chapter shall be subject to the fines and penalties hereinafter provided. All persons participating in any such violation, either as owners, proprietors, lessees, agents, tenants, managers, superintendents, engineers, firemen or janitors, or otherwise, shall severally be liable therefore and subject to the fines and penalties prescribed by Section B of this section.~~

~~B. Upon conviction of the violation of any of the provisions of this chapter, each such person shall for the first offense be punished by a fine of not less than twenty five dollars (\$25.) nor more than one hundred dollars (\$100.) and, upon conviction of a subsequent offense or offenses hereunder, shall be fined not less than one hundred dollars (\$100.), nor more than five hundred dollars (\$500.) or be confined in jail for not more than ten (10) days, either or both.~~

~~C. In the event that any person shall have been convicted of three (3) violations of this chapter within any calendar year period, the Town Council may authorize the Air Pollution Commission to direct counsel for the Town to institute forthwith a proceeding in any court of competent jurisdiction to enjoin further operation of such equipment as shall have caused the condition resulting in such violations.~~

~~**43-7—EXEMPTIONS FROM PROVISIONS OF THIS CHAPTER**~~

~~Private residences, except when such residences contain four (4) or more family units, shall be exempted from the provisions of this chapter.~~

~~**43-8—AUTHORIZATION TO ENGAGE INSPECTOR**~~

The Town Manager is hereby authorized to employ, engage or obtain from time to time, if needed, a competent person for the purpose of carrying out the inspections and investigations hereinabove provided. Such person shall be deemed to be a representative of the Air Pollution Commission for all purposes pursuant to this Chapter.

Chapter 180

FRANCHISES

Chapter 180

CABLE TELEVISION

(Adopted by the Town Council of the Town of Front Royal 4-8-63, Renewed 11-10-75; 9-30-85; 5-12-03; 10-28-19; 5-13-18)

180-181 COMCAST CABLE TELEVISION FRANCHISE AGREEMENT

~~(Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia LLC)~~

This nonexclusive Cable Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the Town of Front Royal, VA, a political subdivision of the Commonwealth of Virginia (hereinafter, "Town") and Comcast of California/Maryland/Pennsylvania/ Virginia/West Virginia, LLC (hereinafter, "Franchisee").

The Town, having determined that the financial, legal and technical ability of the Franchisee is reasonably sufficient to provide the services, facilities and equipment necessary to meet the future cable related needs of the community, desires to enter into this negotiated Franchise Agreement with the Franchisee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein. In furtherance thereof, at its Regular Meeting of October 28, 2019, the Town, after proper notice and public hearing, enacted an ordinance authorizing this Franchise Agreement.

SECTION 1- DEFINITION OF TERMS

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the following meanings:

"**ACT**" means the Communications Act of 1934.

"**AFFILIATE**", in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person, but, in relation to Franchisee, does not include affiliated entities that are not involved with the use, management, operation, construction, repair and/or maintenance of Cable Systems.

"**BASIC SERVICE TIER**" means the service tier that includes (i) the retransmission of local television broadcast channels and (ii) public, educational, and governmental channels as required by applicable law to be carried in the basic tier.

"**CABLE ACT**" shall mean the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 *et seq.*

"**CABLE OPERATOR**" means any Person or group of Persons that (A) provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or (B) otherwise controls or is responsible for, through any arrangement, the management and operation of a Cable System. Cable Operator does not include a provider of wireless or direct to home satellite transmission service, unless that provider otherwise qualifies as a Cable Operator.

"**CABLE SERVICE**" means the one way transmission to Subscribers of (i) video programming or (ii) other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. Cable service does not include any video programming provided by a commercial mobile service provider defined in 47 U.S.C. § 332(d).

"**CABLE SYSTEM**" or "**SYSTEM**" means any facility consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service that includes video programming and that is provided to multiple Subscribers within a community, except that such definition shall not include (i) a system that serves fewer than 20 Subscribers; (ii) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (iii) a facility that serves only Subscribers without using any public right of way; (iv) a facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, 47 USC § 201 *et seq.*, except that such facility shall be considered a Cable System to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on demand services; (v) any facilities of

~~any electric utility used solely for operating its electric systems; (vi) or any portion of a System that serves fewer than 50 Subscribers in any locality, where such portion is part of a larger System franchised in an adjacent locality; or (vii) an open video system that complies with § 653 of Title VI of the Communications Act of 1934, as amended, 47 U.S.C. § 573.~~

~~"CUSTOMER" or "SUBSCRIBER" means a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Franchisee's express permission.~~

~~"EFFECTIVE DATE" means May 13th, 2018.~~

~~"FCC" means the Federal Communications Commission or successor governmental entity thereto.~~

~~"FORCE MAJEURE" means an event or events reasonably beyond the ability of Franchisee to anticipate and control. "Force majeure" includes, but is not limited to, acts of God, incidences of terrorism, war or riots, labor strikes or civil disturbances, floods, earthquakes, fire, explosions, epidemics, hurricanes, tornadoes, governmental actions and restrictions, work delays caused by waiting for utility providers to service or monitor or provide access to utility poles to which Franchisee's facilities are attached or to be attached or conduits in which Franchisee's facilities are located or to be located, and unavailability of materials or qualified labor to perform the work necessary.~~

~~"FRANCHISE" means the initial, nonexclusive, authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System in the public rights-of-way and compatible easements, pursuant to 47 U.S.C. § 541.~~

~~"FRANCHISE AGREEMENT" or "AGREEMENT" shall mean this nonexclusive Cable Franchise Agreement and any amendments or modifications hereto.~~

~~"FRANCHISE AREA" means the present legal boundaries of the Town as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means, as per the requirements set forth herein.~~

~~"FRANCHISEE" shall mean Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC.~~

~~"FRANCHISING AUTHORITY" means the Town or the lawful successor, transferee, designee, or assignee thereof.~~

~~"GROSS REVENUE" means all revenue, as determined in accordance with generally accepted accounting principles (GAAP), that is actually received by the cable operator and derived from the operation of the Cable System to provide Cable Services in the Franchise Area; however, "gross revenue" shall not include: (i) refunds or rebates made to Subscribers or other third parties; (ii) any revenue which is received from the sale of merchandise over home shopping channels carried on the Cable System, but not including revenue received from home shopping channels for the use of the Cable Service to sell merchandise; (iii) any tax, fee, or charge collected by the Cable Operator and remitted to a governmental entity or its agent or designee, including without limitation a local public access or education group; (iv) program launch fees; (v) directory or advertising revenue including, but not limited to, yellow page, white page, banner advertisement, and electronic publishing; (vi) refundable deposits; (vii) late fees; (viii) investment income; (ix) a sale of Cable Service for resale or for use as a component part of or for the integration into Cable Services to be resold in the ordinary course of business, when the reseller is required to pay or collect franchise fees or similar fees on the resale of the Cable Service; (x) revenues received by any Affiliate or any other person in exchange for supplying goods or services used by the Cable Operator to provide Cable Service; and (xi) revenue, or the pro rata portion of multi-service fees, derived from services classified as non-Cable Services under federal law, including, without limitation, revenue derived from telecommunications services and information services, and any other revenues attributed by the Cable Operator to non-Cable services in accordance with GAAP rules, regulations, standards, or orders of the Federal Communications Commission. Gross Revenues shall not include actual bad debt that is written off, consistent with generally accepted accounting principles, provided however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in the Gross Revenues in the period so collected.~~

~~"INTERACTIVE ON-DEMAND SERVICE" means a service providing video programming to Subscribers over switched networks on an on-demand, point-to-point basis, but does not include services providing video programming the programming provider preschedules.~~

~~"ORDINANCE" includes a resolution.~~

~~"PEG" means public, educational and/or governmental access to the Cable System to provide video programming.~~

~~"PERSON" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for profit or not for profit, but shall not mean the Franchising Authority.~~

~~"PUBLIC RIGHT-OF-WAY" (PROW or Public Way) means the surface, the air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, park, parkway, waterway, easement, or similar property in which the Town now or hereafter holds any property~~

interest, which, consistent with the purposes for which it was dedicated, may be used for the purpose of installing and maintaining a Cable System. No reference herein, or in any franchise, to a "public right of way" shall be deemed to be a representation or guarantee by the Town that its interest or other right to control the use of such property is sufficient to permit its use for such purposes, and Franchisee shall be deemed to gain only those rights to use as are properly in the Town and as the Town may have the undisputed right and power to give. For purposes of this Franchise, the term "public right of way" shall also include any other parcels of property that the Town owns.

~~"SERVICE INTERRUPTION" means a Service Outage affecting less than five subscribers, or a loss of either video or audio for one or more channels for one or more subscribers.~~

~~"SERVICE OUTAGE" means the complete loss of Cable Service to five or more subscribers served by the same trunk, node, or feeder line for a period of fifteen (15) minutes or more.~~

~~"TRANSFER" means any transaction in which (i) an ownership or other interest in the Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that majority control of the Franchisee is transferred; or (ii) the rights and obligations the Franchisee holds under the Franchise granted under this Franchise Agreement are transferred or assigned to another Person or group of Persons. However, notwithstanding clauses (i) and (ii) of the preceding sentence, a transfer of the Franchise shall not include (a) transfer of an ownership or other interest in the Franchisee to the parent of the Franchisee or to another Affiliate of the Franchisee; (b) transfer of an interest in the Franchise granted under this Franchise Agreement or the rights held by the Franchisee under the Franchise granted under this Franchise Agreement to the parent of the Franchisee or to another Affiliate of the Franchisee; (c) any action that is the result of a merger of the Franchisee's parent; (d) any action that is the result of a merger of another Affiliate of the Franchisee; (e) a transfer in trust, by mortgage, or by assignment of any rights, title, or interest of the Franchisee in the Franchise or the System used to provide Cable Service in order to secure indebtedness; or (f) the sale, conveyance, transfer, exchange, or release of fifty percent (50%) or less of its equitable ownership.~~

~~"VIDEO PROGRAMMING" means programming provided by, or generally considered comparable to, programming provided by a television broadcast station.~~

~~All terms used herein, unless otherwise defined, shall have the same meaning as set forth in Sections 15.2-2108.19 et seq. of the Code of Virginia; and if not defined therein, then as set forth in Title VI of the Communications Act of 1934, 47 U.S.C. § 521 et seq.; and if not defined therein, their common and ordinary meaning. In addition, references in this Ordinance to any federal or state law shall include amendments thereto as are enacted from time to time.~~

~~SECTION 2 — GRANT OF AUTHORITY~~

~~2.1 The Franchising Authority hereby grants to the Franchisee under the Code of Virginia and the Cable Act a nonexclusive Franchise authorizing the Franchisee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System and to provide such Cable Services over the Cable System as may be lawfully allowed. This agreement neither authorizes the Franchisee to use the PROW for purposes of providing any service other than Cable Service, nor prohibits the Franchisee from doing so. The Franchisee's authority to provide non-Cable Services shall be subject to applicable law.~~

~~2.2 Term of Franchise. The term of the Franchise granted hereunder shall be fifteen (15) years, beginning on the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and the Code of Virginia, and the Cable Act.~~

~~2.3 Renewal. Any Franchise renewal shall be governed by and comply with the provisions of Article 1.2 of Chapter 21 of Title 15.2 of the Code of Virginia and the Cable Act, as amended.~~

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

~~SECTION 3 — CONSTRUCTION AND MAINTENANCE OF THE CABLE SYSTEM~~

~~3.1 Permits and General Obligations. The Franchisee shall be responsible for obtaining, at its own cost and expense, all generally applicable permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain or repair the Cable System, or any part thereof, prior to the commencement of any such activity. The issuance of such permits shall not be unreasonably withheld, conditioned, or delayed. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. Notwithstanding the requirements herein, Franchisee shall not be required to obtain a permit for individual drop connections to Subscribers, servicing or installing pedestals or other similar facilities, or other instances of routine maintenance or repair to its Cable System. All transmission and distribution structures, poles,~~

other lines, and equipment the Franchisee installs for use in the Cable System in accordance with the terms and conditions of this Franchise Agreement shall be located so as to minimize the interference with the proper use of the Public Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Way.

Conditions of Street Occupancy.

(A) Relocation at request of Third Party. The Franchisee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Franchisee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Franchisee is given not less than thirty (30) business days advance written notice to arrange for such temporary relocation. Any service disruption provisions of this Franchise shall not apply in the event that the removal of Franchisee's wires, cables, poles or other facilities pursuant to the above results in temporary service disruptions.

(B) Restoration of Public Ways. If in connection with the construction, operation, maintenance, or repair of the Cable System, the Franchisee disturbs, alters, or damages any Public Way, the Franchisee agrees that it shall at its own cost and expense replace and restore any such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to the disturbance. The Town may make the final determination as to the reasonable acceptability of repair and/or replacement of damaged facilities.

(C) Safety Requirements. The Franchisee shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and state regulations and with applicable provisions of the National Electrical Safety Code and the National Electrical Code. The Cable System shall not endanger or interfere with the safety of Persons or property in the Franchise Area.

(D) Trimming of Trees and Shrubbery. The Franchisee shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Franchisee's wires, cables, or other equipment. All such trimming shall be done at the Franchisee's sole cost and expense. For all planned trimming, the Franchisee shall provide the Town at least five (5) business days' notice of the work to be performed and a description of such work. For trimming of an emergency nature, including responding to storm damage, advance notice is not required. The Franchisee shall be responsible for any damage and all clean up of debris the trimming causes. The foregoing notwithstanding, any tree trimming by Franchisee must comply with any separately negotiated pole attachment agreement in effect between the Town and the Franchisee.

(E) Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or Town utilities in any area of the Franchise Area are underground, the Franchisee shall place its Cable System's transmission and distribution facilities underground; provided that such underground locations are actually capable of accommodating the Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or Town utilities are both aerial and underground, the Franchisee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment. To avoid overburdening the Public Way, and in furtherance of the health, safety and welfare of the public, Franchisee will use commercially reasonable efforts to utilize existing utility poles and conduits when and where available for the construction, repairs and maintenance of the Cable System pursuant to separately negotiated pole attachment and conduit utilization agreements. Franchisee shall not erect, for any reason, any pole on or along any Public Right of Way or on public property without the advance written approval of the Town. The foregoing notwithstanding, the terms of any separately negotiated pole attachment agreement in effect between the Town and the Franchisee shall govern.

(F) All excavation and reconstruction work by Franchisee in the Public Rights of Way must be in compliance with the generally applicable requirements of Town Code, including all of the standards referenced therein, and all applicable VDOT standards. It shall be the Franchisee's responsibility to obtain any required permits, to review all applicable excavation, reconstruction, restoration, repair and permitting requirements, and to

~~become familiar with such requirements before beginning any excavation, reconstruction, restoration or repair work in the Public Rights of Way or private property.~~

~~(G) Any equipment or facilities the Franchisee installs in the Public Rights of Way shall be installed, located, erected, constructed, reconstructed, replaced, restored, removed, repaired, maintained and operated in accordance with good engineering practices, performed by experienced maintenance and construction personnel so as not (1) to endanger or interfere in any manner with improvements the Town or VDOT may deem appropriate to make; or (2) to interfere with the rights of any private property owner; or (3) to hinder or obstruct pedestrian or vehicular traffic.~~

~~(H) Whenever the Town shall determine that it is necessary in connection with the repair, relocation, or improvement of the Public Rights of Way, the Town may require by written notification that any properties or facilities of the Franchisee be removed or relocated. Within sixty (60) days after receipt of notification, unless the Town extends such period for good cause shown, the Franchisee shall remove or relocate its facilities to such place and under such terms and conditions as the Town specifies. The Franchisee shall bear all expenses associated with the removal and relocation except that the Town will issue, without charge to the Franchisee, whatever local permits are required for the relocation of Franchisee's facilities. If the Franchisee does not complete its removal or relocation within sixty (60) days or such other period as authorized by the Town, the Town may take such actions as necessary to effectuate such removal or relocation at the Franchisee's expense. The Town shall use reasonable efforts to minimize the impact on Franchisee's facilities related to any removal or relocation. Franchisee shall follow all applicable VDOT standards and regulations in connection with the repair, relocation, or improvement of the Public Rights of Way. Franchisee shall be entitled to reimbursement of its relocation costs from public or private funds, if any, raised for the project and made available to other users of the Public Way.~~

~~(i) Nothing in this Franchise Agreement shall be construed to prevent the Town from constructing, maintaining, repairing, improving, grading, paving, relocating and/or altering any Public Right of Way; constructing, installing, repairing, maintaining, or relocating any water or sewer mains; or constructing, maintaining, relocating or repairing any sidewalk or other public work. All such work shall be done, to the extent possible, in such a manner as not to obstruct, injure or prevent the free use and operation of the poles, wires, conduits, conductors, pipes or appurtenances of the Franchisee.~~

~~(ii) Nothing contained in this Franchise Agreement shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid injuring Franchisee's facilities while performing any work in any Public Right of Way or on public property.~~

~~(I) Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Franchisee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Franchisee's relocation costs shall be included in any computation of necessary project funding by the Town or private parties. Franchisee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way. It is understood that the Franchising Authority does not guarantee that any public or private funds will be available to help defray the cost of such undergrounding or beautification projects. In the event that public and/or private funds are not available or do not cover the entire cost of the relocation, Franchisee reserves the right to pass its costs, or in the case of partial reimbursement from public and/or private funds its incremental cost, through to its Subscribers in accordance with applicable law.~~

SECTION 4 SERVICE OBLIGATIONS

4.1 General Service Obligations:

~~(A) The Franchisee shall make Cable Service available to every residential dwelling unit within the Franchise Area where the minimum density is at least (30) thirty dwelling units per mile when measured in strand footage from the nearest point of the existing Cable System from which a usable signal can be obtained. For purposes of this section, a home shall only be counted as a "dwelling unit" if such home is within two hundred seventy five (275) feet of the public right of way. Subject to the density requirement, Franchisee shall offer Cable Service to all new homes or previously unserved homes located within two hundred fifty (250) feet of the Franchisee's distribution cable. Should an area within the Franchise Area meet the density requirements, Franchisee shall provide Cable Service to such area within six (6) months after it confirms that the density requirements have been met through actual knowledge or following notice from the Franchising Authority that one or more residents has requested service.~~

~~(B) The Franchisee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Franchisee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of the above standards. Any such additional charge related to an extended drop shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the standards set forth above. Such additional charge shall be paid in advance by the developer, landowner, or customer requesting Cable Service in an area that does not meet the density and distance standards.~~

~~4.2 New Developments. Franchisee agrees to use commercially reasonable efforts to inform itself of all newly planned developments within the Town and to work with developers to cooperate in pre-installation of facilities to support Cable Service.~~

~~4.3 Programming. The Franchisee shall offer to all Customers a diversity of video programming services.~~

~~4.4 No Discrimination. The Franchisee shall not discriminate or permit discrimination between or among any Persons in the availability of Cable Services or other services provided in connection with the Cable System in the Franchise Area. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial or other obligations to the Franchisee are satisfied; unless such Person has engaged in inappropriate activity including, but not limited to, theft of Franchisee's cable services, vandalism of its property, or abuse or harassment of its representatives. Nothing contained herein shall prohibit the Franchisee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice.~~

~~(A) Franchisee shall assure that access to Cable Services is not denied to any group of potential residential cable subscribers because of the residents' income.~~

~~4.5 Availability of Maps to the Town. Upon the Town giving two (2) weeks written request, but no more often than annually, the Franchisee shall make available for the Town's viewing, at the Franchisee's nearest business office, updated maps of the Franchise Area which shall clearly delineate all areas within the Franchise Area where Cable Service is available to Subscribers.~~

~~4.6 Changes in Service. Franchisee agrees to give the Town Manager thirty (30) days prior written notice of changes in rates, programming services or channel positions, provided that such changes are within the control of Franchisee.~~

SECTION 5 — PUBLIC, EDUCATIONAL AND GOVERNMENT ACCESS CHANNELS

~~5.1 Franchisee shall make available one (1) Standard Definition (SD) channel for Public, Educational and/or Governmental ("PEG") Access video programming provided by the Franchising Authority or its designee, such as a public access organization or educational institution. All PEG Access Programming shall be modulated, then transmitted from the origination site location at 220 North Commerce Avenue, Front Royal, VA 22630 to Franchisee's headend or hub site on a Franchisee owned upstream ("return line"). Any construction or upgrades of return lines or origination sites shall be paid for by the Franchising Authority. Said payment shall be made in advance to the Franchisee subject to the Franchisee providing the Franchising Authority with a detailed estimate of said construction cost. Use of a channel position for PEG access shall be provided on the most basic tier of service offered by the Franchisee and in accordance with the Cable Act and the Code of Virginia, and as further set forth below. "Channel position" means a number designation on the Franchisee's channel lineup regardless of the transmission format (analog or digital). Franchisee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. In the event any access channel is reassigned, the Franchisee shall provide the Town with at least thirty (30) days' notice before reassigning the channel. A PEG access user — whether an individual, educational or governmental user — acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Franchisee shall not exercise editorial control over any public, educational, or governmental use of a channel position, except Franchisee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity. The Franchising Authority shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use.~~

~~(A) Franchisee shall continue to make available to Subscribers the Warren County Public Schools PEG Channel within the Town subject to the authorization of Warren County and so long as Warren County, VA continues to produce said PEG programming and Franchisee continues to carry said programming in Warren County, VA.~~

~~5.2 Public Access. A "Public Access Channel" is a channel position designated for noncommercial use by the public on a first come, first served, nondiscriminatory basis. A Public Access Channel may not be used to cablecast programs for profit, or for political or commercial fundraising in any fashion.~~

~~5.3 Educational Access. An "Educational Access Channel" is a channel position designated for noncommercial use by educational institutions such as public or private schools (but not "home schools"), community colleges, and universities.~~

~~5.4 Government Access. A "Governmental Access Channel" is a channel position designated for noncommercial use by the Franchising Authority for the purpose of showing the public local government at work.~~

~~5.5 Franchisee shall ensure that all PEG access channel signals carried on its system, regardless of the method used to acquire the PEG channels, comply with all applicable FCC signal quality and technical standards except that Franchisee shall not be responsible for the technical signal quality of programming produced by any PEG Channel programmer. The technical and signal quality of all PEG access channel signals shall be preserved and shall be of comparable quality as other channels.~~

~~5.6 High Definition (HD) PEG Access Channel. Within one hundred and eighty (180) days of receipt of the Town's written request, which is deemed received by Franchisee upon execution hereof, Franchisee shall make the PEG Access Channel discussed in Section 5.1 available in HD format. Franchisee shall continue to carry the SD PEG Access Channel simultaneously until SD channels are no longer provided over the Cable System. The Franchisee shall be responsible for providing the PEG Access signal to Subscribers over its Cable System in a SD format until no longer required. The Franchising Authority shall be responsible for providing the PEG Access signal in a HD format acceptable to Franchisee to the PEG Access origination location demarcation point, at 220 North Commerce Avenue, Front Royal, VA 22630. The Franchising Authority acknowledges that the HD PEG Access Channel may require Subscribers to buy or lease special equipment, available to all Subscribers, and subscribe to those tiers of Cable Service upon which HD channels are made available. Franchisee is not required to provide free HD equipment to Subscribers or the Town.~~

~~5.7 Capital Support for PEG Access:~~

~~(A) Franchisee shall pay to Town an initial lump sum capital grant of thirty one thousand dollars (\$31,000) as capital support for PEG access equipment, payable within ninety (90) days from the execution of this Franchise Agreement. If the capital support grant payment is not made within one hundred twenty (120) days from the date of execution of this Franchise Agreement, this Franchise Agreement shall become null and void, ab initio, without notice. The Franchising Authority will distribute these funds for capital purposes and/or procure equipment in support of the PEG access programming needs of the community.~~

~~(B) At the Town's option, Franchisee shall collect a monthly fee from each Subscriber to provide additional capital support for PEG access. The maximum fee that shall be imposed is 0.5% of Franchisee's gross revenues, and the fee collected shall be remitted to the Town no later than thirty (30) days following the end of each calendar quarter. Comcast shall not impose a fee to provide capital support for PEG access unless and until the Town directs Franchisee to impose a fee. The Town shall give Franchisee at least ninety (90) days' written notice before Franchisee shall begin collecting the fee. The Town shall allocate such amount to PEG capital uses exclusively. If such fee is imposed and used exclusively for PEG capital purposes, it shall not be deemed to be "franchise fees" within the meaning of 47 U.S.C. Section 542 and such payments shall not be deemed to be (i) "payments in kind" or any involuntary payments chargeable against the compensation the Franchisee is to pay the Town pursuant to Section 6 hereof, or (ii) part of the compensation the Franchisee is to pay to the Town pursuant to Section 6 hereof.~~

~~5.8 Indemnification. The Franchising Authority shall indemnify Franchisee, to the extent authorized by the Virginia Constitution and general laws, for any liability, loss, or damage it may suffer due to violation of the intellectual property rights of third parties or arising out of the content of programming shown on any PEG channel and from claims arising out of the Franchising Authority's rules for or administration of PEG Access.~~

~~SECTION 6 – COMMUNICATION TAX AND FRANCHISE FEES~~

~~6.1 Communications Tax. Franchisee shall comply with the provisions of Sections 58.1-645 et seq. of the Code of Virginia, pertaining to the Virginia Communications Sales and Use Tax, as amended (the "Communications Tax"); and Sections 6.2 through 6.6 of the Agreement shall not have any effect, for so long as the Communications Tax or a successor state or local tax that would constitute a franchise fee for purposes of 47 U.S.C. § 542 is imposed on the sale of Cable Services by the Franchisee to the Town's Subscribers.~~

~~6.2 Payment of Franchise Fee to Town. In the event that the Communications Tax is repealed, and no successor state or local tax is enacted that would constitute a franchise fee for purposes of 47 U.S.C. § 542, Franchisee shall pay to the Town a Franchise fee of five percent (5%) of annual Gross Revenue, beginning thirty (30) days from the effective date of the repeal of such tax (the "Repeal Date"). Beginning on the Repeal Date, the terms of Section 6.2~~

~~through 6.6 of this Agreement shall take effect. In accordance with the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise fee shall be a calendar year. Such payments shall be made no later than thirty (30) days following the end of each calendar quarter. Should Franchisee submit an incorrect amount, Franchisee shall be allowed to add or subtract that amount in a subsequent quarter, but no later than ninety (90) days following the close of the calendar year for which such amounts were applicable; such correction shall be documented in the supporting information required under Section 6.3 below.~~

~~6.3 Supporting Information. Each Franchise fee payment shall be accompanied by a brief report prepared by a representative of Franchisee showing the basis for the computation and a breakdown by major revenue categories (such as Basic Service, premium service, etc.). The Town shall have the right to reasonably request further supporting information for each Franchise fee payment, subject to the proprietary information provisions of Section 8.7.~~

~~6.4 Bundled Services. If Cable Services subject to a franchise fee, or any other fee determined by a percentage of the Cable Operator's gross revenues in a locality, are provided to Subscribers in conjunction with other services: the fee shall be applied only to the value of the Cable Services, as reflected on the books and records of the Cable Operator in accordance with rules, regulations, standards, or orders of the Federal Communications Commission, the State Corporation Commission, or generally accepted accounting principles. Any discounts resulting from purchasing the services as a bundle shall be reasonably allocated between the respective services that constitute the bundled transaction.~~

~~6.5 Books and Records Regarding Franchise Fees. In the event that the Communications Tax is repealed, and subject to the confidentiality requirements of Section 8.7 of this Agreement, the Town, or such Person or Persons the Town designates, shall have the right to inspect and copy records and the right to audit and to re-compute any amounts determined to be payable under this Franchise, regardless of who holds the records. If an audit discloses an overpayment or underpayment of franchise fees, the Town shall notify the Franchisee in writing of such overpayment or underpayment within ninety (90) days of the date the audit was completed. The Franchisee shall have thirty (30) days from receipt of such notice to provide the Town with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these notices, the parties shall agree upon a final settled amount. The Town, in its sole discretion, shall determine the completion date for any audit conducted hereunder. Audit completion is not to be unreasonably delayed by either party. Subject to the confidentiality requirements of Section 8.7 of this Franchise, the Franchisee shall be responsible for providing to the Town, within forty five (45) days of a written request, all records necessary to confirm the accurate payment of franchise fees. The Franchisee shall maintain such records for the current year plus three (3) years. The Town shall bear its audit expenses. If re-computation results in additional revenue to be paid by Franchisee to the Town, such amount shall be subject to an interest charge in accordance with the prime rate of interest charged by the Town's primary depository bank.~~

~~(A) Any final settled amounts due to the Franchising Authority as a result of such audit shall be paid to the Franchising Authority within forty five (45) days from the date the parties agree upon the final settled amount. Once the parties agree upon a final settled amount and such amount is paid by the Franchisee, the Franchising Authority shall have no further rights to audit or challenge the payment for that period.~~

~~(B) The period of limitation for recovery of any Franchise fee payable hereunder shall be three (3) years from the date on which payment by Franchisee is due.~~

SECTION 7 — CUSTOMER SERVICE STANDARDS; CUSTOMER BILLS AND PRIVACY PROTECTION

~~7.1 Customer Service Standards. The Franchisee shall comply in all respects with the customer service requirements established by the FCC (47 CFR §76.309). Franchisee shall be subject to the following customer service standards consistent with federal law:~~

~~(A) Franchisee will maintain a local or toll free telephone access line which will be available to its Subscribers twenty four (24) hours a day, seven (7) days a week. Additionally, for at least the first twenty four (24) months from the Effective Date, Franchisee will maintain at least one customer service center within the Town for Subscribers to make payments and exchange equipment. In addition, Franchisee may, when a Subscriber consents, provide for an employee to pick up or drop off equipment in either of the following ways: (i) by having a Franchise representative to go to the Subscriber's residence, or (ii) by using a prepaid mailer. Franchisee also has the option to provide alternative payment drop off locations within the Franchise Area.~~

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

~~(C) Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.~~

~~(D) Franchisee shall accurately collect and maintain data to measure its compliance with the telephone answering standards in paragraphs 7.1(B) and 7.1(C).~~

~~(E) Local customer service centers and bill payment locations will be open for sales, service complaints and scheduling, equipment exchange, and bill payment with customer account history access at no cost to customers, including assisting walk-in customers, at least during normal business hours, which are understood as approximately 8:00am to 5:00pm Monday through Friday.~~

~~(F) Installations, Outages, and Service Calls. Under normal operating conditions, each of the following standards will be met no less than ninety five percent (95%) of the time as measured on a quarterly basis:~~

~~(i) Standard installations will be performed within seven (7) business days after an order has been placed, unless the customer requests a longer period. "Standard" installations are those that are within one hundred seventy five (175) feet of the existing distribution system.~~

~~(ii) Excluding conditions beyond the control of the Franchisee, the Franchisee will begin repairs on Service Outages and Service Interruptions promptly and in no event later than twelve (12) hours after the outage or interruption becomes known.~~

~~(iii) The Franchisee must begin working to correct Service Interruptions within 8 hours, including weekends, of receiving a subscriber call for a Service Interruption. "Service Interruption" shall mean the loss of any service provided to customer by Franchisee.~~

~~(G) Franchisee shall accurately collect and maintain data to measure its compliance with subparagraph 7.1(F).~~

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

~~(I) Franchisee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment. If Franchisee representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled as necessary, at a time which is convenient for the customer.~~

~~(J) Franchisee shall provide information, in accordance with applicable law, on each of the following areas at the time of installation of service, at least annually to all Subscribers, and at any time upon request:~~

~~(i) Products and services offered;~~

~~(ii) Prices and options for programming services and conditions of subscription to programming and other services;~~

~~(iii) Installation and service maintenance policies;~~

~~(iv) Instructions on how to use the Cable Service;~~

~~(v) Channel positions of programming carried on the System; and~~

~~(vi) Billing and complaint procedures, including where to locate the Franchisee's office hours, telephone number, and address of the local cable office.~~

~~7.2 Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (i) is not misleading and (ii) does not omit material information. The Franchisee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by the Cable Act.~~

~~7.3 Notification. Franchisee shall notify Subscribers of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the Franchisee. In addition, Franchisee shall notify subscribers thirty (30) days in advance of any significant changes in the other information that paragraph 7.1(J) requires.~~

~~7.4 Billing Disputes. In case of a billing dispute, Franchisee must respond to a Subscriber's written complaint within thirty (30) days.~~

~~7.5 Refunds. Refund checks will be issued promptly, and no later than thirty (30) days from the date of the good faith determination that a refund is warranted.~~

~~7.6 Credits. Credits for service will be issued promptly, and no later than the Subscribers next available billing statement after a good faith determination that a credit is warranted.~~

~~7.7 Parental Control. Franchisee shall make available parental control devices to all Subscribers who wish to be able to block out any objectionable channel(s) of programming from the Cable Service.~~

~~7.8 Privacy Protection. The Franchisee shall comply with all applicable federal and state privacy laws.~~

~~SECTION 8 — OVERSIGHT AND REGULATION BY FRANCHISING AUTHORITY~~

~~8.1 Oversight of Franchise. In accordance with applicable law, the Franchising Authority at its sole cost and expense, shall have the right to oversee, regulate and, on reasonable prior written notice and in the presence of Franchisee's employee, periodically inspect the construction, operation and maintenance of the Cable System in the Franchise Area, and all parts thereof, as necessary to monitor Franchisee's compliance with the provisions of this Franchise Agreement.~~

~~(A) The Franchisee shall perform all required tests necessary to demonstrate compliance with applicable FCC standards.~~

~~(B) Upon a showing of a pattern of unresolved Subscriber complaints regarding signal quality, upon written request, the Franchisee shall conduct applicable tests to determine compliance with applicable FCC standards. Franchisee shall make the results of such test available to the Town to verify compliance. If any such test indicates that any part or component of the System fails to meet applicable requirements, the Franchisee shall take corrective action, retest locations, and advise the Town of the action taken and results achieved.~~

~~8.2 Technical Standards. The Franchisee shall comply with all applicable technical standards of the FCC. The Franchising Authority shall have, upon written request, the right to obtain a copy records required to be maintained pursuant to the FCC's rules.~~

~~8.3 Operational Records. Upon no less than thirty (30) business days' written notice to the Franchisee, the Town shall have the right to inspect Franchisee's books and records, including electronic books and records, pertaining to Franchisee's provision of Cable Service in the franchise area at any time during normal business hours and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise Agreement. Such notice shall specifically reference the Franchisee's section or subsection which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the Town. Franchisee shall not be required to maintain any books and records for franchise compliance purposes longer than the current year plus three (3) years. The Franchisee shall maintain the records required to compute all operational and customer service compliance measures outlined in this Franchise to demonstrate that the measures are being met for at least four (4) consecutive quarters.~~

~~8.4 Records Required. Franchisee shall at all times maintain:~~

~~(A) Records of all written complaints for a period of one (1) year after receipt by Franchisee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Franchisee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call.~~

~~(B) Records of Service Outages and Service Interruptions for a period of one (1) year after occurrence, or until the applicable compliance measures described in this Franchise are met for four (4) consecutive quarters, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause.~~

~~(C) Records of service calls for repair and maintenance for a period of one (1) year after resolution by Franchisee, indicating the date and time service was required, the date and time service was provided, and (if different) the date and time the problem was resolved.~~

~~(D) Records of installation/reconnection for a period of one (1) year after the request was fulfilled by Franchisee, or until the applicable compliance measures described in this Franchise are met for four (4) consecutive quarters, indicating the date of request and the date and time service was extended.~~

~~8.5 Federal Communications Commission (FCC) Testing. Within fourteen (14) days of the Town's written request, a written report of test results of required FCC performance testing will be provided to the Town Manager or his designee.~~

~~8.6 File for Public Inspection. Throughout the term of this Franchise Agreement, the Franchisee shall maintain for public, those documents required pursuant to the FCC's Public Inspection File rules and regulations.~~

~~8.7 Proprietary Information:~~

~~(A) Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to submit information to the Town that it reasonably deems to be proprietary or confidential in nature, nor submit to the Town any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Franchise Area, except as provided herein. Such confidential information shall be made available to the Town subject to terms of a nondisclosure agreement that is reasonably acceptable to the parties and to the following, to be applied as is most practicable for the purposes of this Agreement:~~

~~i. To the extent an exemption under the Virginia Freedom of Information Act permits the Town to maintain the confidentiality of submitted information and the Franchisee submits such information to the~~

~~Town, the Town shall maintain the confidentiality of such information and not disclose it to any public request;~~

~~ii. To the extent the information provided to an accountant, attorney, consultant, or any other agent of the Town ("Town Consultant") would not be subject to public disclosure under the Virginia Freedom of Information Act, and the Town instructs the Franchisee to provide such information to the Town Consultant as may be required by this Agreement, the Franchisee shall provide such information to the Town Consultant and the Town shall not take possession of the information nor engage in any act that would jeopardize the information's confidentiality.~~

~~—(B) At all times, the Town shall take reasonable steps to protect the proprietary and confidential nature of any books, records, maps, plans, or other Town requested documents that are provided pursuant to the Agreement to the extent they are designated as such by the Franchisee. Nothing in this Section shall be read to require the Franchisee to violate federal or state law protecting Subscriber privacy.~~

8.8 Reports:

~~(A) No later than ninety (90) days from the end of the calendar year, within ninety (90) days after receipt of the Town's written request, Franchisee shall submit a written year-end report to the Town. Such report may address, if the Town so desires: major cable-related projects undertaken in the past year and planned for the current year, including construction and upgrade schedules for any new, relocated, or upgraded aerial or underground facilities.~~

~~(B) Upon written request of the Town, no later than thirty (30) days after the end of each calendar quarter, the Franchisee shall submit a written report to the Town regarding complaints the Franchisee received from Customers in the Franchise Area concerning Franchisee's customer service performance.~~

~~SECTION 9 — TRANSFER OR CHANGE OF CONTROL OF CABLE TELEVISION OR FRANCHISE~~

~~9.1 No Transfer of this Franchise shall occur without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld, delayed or conditioned. No Transfer shall be made to a Person, group of Persons or Affiliate that is not legally, technically and financially qualified to operate the Cable System and satisfy the obligations hereunder.~~

~~SECTION 10 — INSURANCE AND INDEMNITY~~

~~10.1 The Franchisee shall indemnify hold harmless and defend the Town, its officers, employees, and agents (hereinafter referred to as "indemnitees"), from and against:~~

~~(A) Any and all third party claims for liabilities, obligations, damages, penalties, liens, costs, charges, losses and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or asserted against the indemnitees by reason of any act or omission of the Franchisee, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Franchisee's Cable System caused by Franchisee, its contractors, subcontractors or agents or the Franchisee's failure to comply with any federal, state or local statute, ordinance or regulation.~~

~~(B) Any and all third party claims for liabilities, obligations, damages, penalties, liens, costs, charges, losses and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and consultants), which are imposed upon, incurred by or asserted against the indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to the Franchisee, its contractors or subcontractors, for the installation, construction, operation or maintenance of the Franchisee's Cable System in the Town.~~

~~10.2 Damages shall include, but not be limited to, penalties arising out of copyright infringements and damages arising out of any failure by the Franchisee to secure consents from the owners, authorized distributors or licensees, or programs to be delivered by the Franchisee's Cable System.~~

~~10.3 The Franchisee undertakes and assumes for its officers, agents, contractors, subcontractors, and employees all risk of dangerous conditions, if any, on or about any Town owned or controlled property, including streets and public rights of ways, except for any claim asserted or liability imposed that arises or is related to gross negligence or intentional misconduct by such indemnitees or any loss or claims related to PEG access Channels in which the Franchising Authority or its designee participates.~~

~~10.4 In the event any action or proceeding shall be brought against the indemnitees by reason of any matter for which the indemnitees are indemnified hereunder, the Franchisee shall, upon notice from any of the indemnitees, and at the Franchisee's sole cost and expense, resist and defend the same; provided further, however, that the~~

~~Franchisee shall not admit liability in any such matter on behalf of the indemnitees without the written consent of the Town Attorney or his designee. If the Town determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Town.~~

~~10.5 The Town shall give the Franchisee timely written notice within twenty (20) business days of the Town receiving notice of a written claim, or the commencement of any action, suit or other proceeding covered by the provisions of this section. The Town will cooperate with the Franchisee while the Franchisee defends any claim or action under this section.~~

~~10.6 Nothing in this Franchise Agreement is intended to, or shall be construed or applied to, express or imply the Town's waiver of statutory provisions, privileges or immunities of any kind or nature as set forth in the Code of Virginia, including the Town's limits of liability as exists presently or as the legislature may increase from time to time. Nothing in a franchise or this ordinance shall constitute a waiver of the Town's statutory provisions, privileges or immunities, including the Town's sovereign immunity, of any kind or nature.~~

~~10.7 The Franchisee shall maintain, and by its acceptance of a franchise hereunder specifically agrees that it will maintain throughout the term of the Franchise Agreement, general commercial liability insurance insuring the Franchisee. All liability insurance shall include an endorsement in a specific form which names as joint and several insured's the Town and the Town's officials, and employees, under such commercial liability policy, with respect to all claims arising out of the operation and maintenance of the Franchisee's Cable System in the Town. Such policy shall be in the minimum amounts of Five Million Dollars (\$5,000,000) combined single limit per occurrence for bodily injury, property damage, or personal & advertising injury, which limit may be met through any combination of primary and excess liability policies.~~

~~(A) The Franchisee shall provide Workers Compensation Insurance as required by the Commonwealth of Virginia;~~

~~(B) Franchisee shall carry and maintain in its own name automobile liability insurance with a limit of \$1,000,000 for each person and \$1,000,000 combined single limit per occurrence for each accident for property damage with respect to owned and non-owned automobiles for the operation of which the Franchisee is responsible; and~~

~~10.8 The inclusion of more than one (1) insured shall not operate to increase the limit of the Franchisee's liability, and the insurer waives any right on contribution with insurance which the Town may have.~~

~~10.9 All policies of insurance this section requires shall be placed with companies which are qualified to write insurance in the Commonwealth of Virginia and which maintain throughout the policy term a General Rating of "A-" as determined by Best Insurance Rating Services.~~

~~10.10 Upon the Town's written request, the Franchisee shall provide the Town with Certificates of Insurance for the coverages this section mandates.~~

~~10.11 Should the Town find an insurance document to be non-compliant, then it shall notify the Franchisee; and the Franchisee shall promptly cure the defect in accordance with this Agreement.~~

~~10.12 Neither this section's provisions, nor any damages recovered by the Town thereunder, shall be construed to nor limit the Franchisee's liability under this Franchise Agreement or for damages, except that nothing herein shall be interpreted to permit the Town to exercise rights and remedies in a manner that permits duplicative recovery from or payments by the Franchisee or its surety.~~

~~10.13 The commercial general liability insurance policy provided for herein shall name the Town, its officers, and employees as additional insureds, and shall be primary to any insurance or self insurance the Town carries, but only with respect to the losses for which the Franchisee is responsible hereunder. The insurance policies this section requires shall be carried and maintained by the Franchisee throughout the term of the Franchise Agreement and such other period of time during which the Franchisee operates or is engaged in the removal of its Cable System. Each policy shall provide for notice of cancellation in accordance with policy provisions~~

~~10.14 Nothing in this section shall require Franchisee to indemnify, hold harmless or defend the Town, its officials, employees or agents, from any claims or lawsuits arising out of the Town's award of a franchise to another person.~~

~~SECTION 11—SYSTEM DESCRIPTION AND SERVICE~~

~~11.1 System Characteristics. Franchisee's Cable System shall meet or exceed the following requirements:~~

~~(A) The System shall be capable of providing Video Programming to its Customers in the Franchise Area in accordance with the Cable Act.~~

~~(B) The System shall be designed to be an active two-way plant for Subscriber interaction, if any, required for selection or use of Cable Service.~~

~~(C) The Cable Service shall be operated in a manner such that it is in compliance with FCC standards and requirements with respect to interference. The Cable System shall be operated in such a manner as to minimize interference with a Subscriber's reception of off-the-air signals. The Franchisee shall insure that~~

signals carried by the Cable System, or originating outside the Cable System wires, cable, fibers, electronics and facilities, do not ingress or egress into or out of the Cable System in excess of FCC standards. In particular, the Franchise shall not operate the Cable System in such a manner as to pose unwarranted interference with emergency radio services, aeronautical navigational frequencies or an airborne navigational reception in normal flight patterns, or any other type of wireless communications, pursuant to FCC regulations.

~~11.2 Interconnection. The Franchise shall design its Cable System so that it may be interconnected with other cable systems and open video systems in the Franchise Area.~~

~~11.3 Standby Power. The Franchisee shall provide standby power generating capacity at the headend and at all hubs. The Franchisee shall maintain standby power capable of at least twenty four (24) hours duration at the headend and all hubs, with automatic response systems to alert the local management center when commercial power is interrupted.~~

~~11.4 Technical Standards. The Cable System shall meet or exceed the applicable FCC technical performance standards.~~

~~11.5 Leased Access Channels. The Franchisee shall provide Leased Access Channels in accordance with federal law.~~

~~11.6 Emergency Powers. In the event of an emergency, or where Franchisee's Cable System creates or is contributing to an imminent danger to health, safety, or property, or an unauthorized use of property, the Franchisee shall remove or relocate any or all parts of Franchisee's Cable System at the Town's request. If the Franchisee fails to comply with the Town's request, the Town may remove or relocate any or all parts of the Franchisee's Cable System upon reasonable notice to the Franchisee. The Town shall use reasonable efforts to minimize the impact on Franchisee's facilities related to any emergency removal or relocation. Franchisee shall be entitled to compensation for expenses incurred for removal or relocation in the event of an emergency to the extent other users of the Public Way are compensated. It is understood that the Franchising Authority does not guarantee that funds will be available to compensate users of the Public Ways for emergency removal or relocation.~~

~~11.7 Emergency Alert System. Franchisee shall install and thereafter maintain an Emergency Alert System (EAS) that shall at all times be operated in accordance with FCC rules and the Virginia EAS Plan.~~

SECTION 12 — ENFORCEMENT OF FRANCHISE

~~12.1 Performance Bond. Within thirty (30) days after the award of a Franchise Agreement, the Franchisee shall deposit with the Town a performance bond from a financial institution running to the Town in the amount of one hundred thousand dollars (\$100,000.00). The bond shall be used to insure the Franchisee's faithful performance of all its franchise provisions or defaults under this Franchise Agreement or the payment by Franchisee of any penalties, liquidated damages, claims, liens, and taxes due the Town which arise by reason of the construction, operation, or maintenance of Franchisee's Cable System in the Town, including restoration of the public rights of way and the cost of removal or abandonment of any property of Franchisee. Following notice and opportunity to cure in accordance with Section 12.2, the Franchising Authority shall give Franchisee twenty (20) business days' notice of its intent to draw from the performance bond. The Franchising Authority may not draw from the performance bond while any action, appeal or other process has been instituted by Franchisee to challenge the amount owed.~~

~~(A) Any bond obtained by Franchisee must be placed with a company which is qualified to write bonds in the Commonwealth of Virginia. The bond may not be cancelled, and not renewed or replaced, without the Town's consent until thirty (30) days after the Town's receipt by registered mail, return receipt requested, of Franchisee's written notice of intent to cancel.~~

~~(B) Any bond shall be recoverable by the Town for all damages and costs, whether direct or indirect, resulting from the Franchisee's failure to well and faithfully observe and perform any provision of this Agreement.~~

~~(C) The bond shall be maintained at the amount established herein for the entire term of the Franchise Agreement, even if amounts have to be withdrawn pursuant to this Agreement. The Franchisee shall promptly replace any amounts withdrawn from the bond unless an action, appeal or other process has been instituted by Franchisee to challenge the amount withdrawn, and no replacement of funds shall be required until any such action, appeal or other process has been resolved.~~

~~12.2 Non-compliance procedures.~~

~~(A) Should the Franchising Authority believe that the Franchisee has not complied with any of the provisions of this Franchise Agreement, it shall: (i) informally discuss the matter with the Franchisee and (ii) notify the Franchisee in writing of the exact nature of the alleged noncompliance if the discussions described in the foregoing clause (i) do not lead to resolution of the alleged noncompliance. The Franchisee shall have thirty~~

~~(30) days from receipt of this written notice to: (a) respond to the Franchising Authority, if the Franchisee contests, in whole or in part, the assertion of noncompliance; (b) cure such default; or (c) in the event that, by the nature of default, such default cannot be cured within the 30 day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed. The Franchising Authority shall schedule a public hearing in the event that the Franchisee fails to respond to the written notice pursuant to these procedures or in the event that the alleged default is not remedied within thirty (30) days of the date projected above if the Franchising Authority intends to continue its investigation into the default. The Franchising Authority shall provide the Franchisee at least thirty (30) business days prior written notice of such hearing, which will specify the time, place, and purpose. The Franchising Authority shall provide the Franchisee with a reasonable opportunity to be heard at any such hearing.~~

~~(B) The Town shall, within a reasonable time after the closure of the public hearing, issue findings and conclusions in writing, setting forth the basis for the findings; the proposed cure plan; and the time line for curing the violation if the violation can be cured; and the penalties, damages and applicable interest owed, if any.~~

~~(C) Subject to applicable federal and Virginia law and the provisions of this Agreement, if the Town determines pursuant to a public hearing that Franchisee is in violation of any provision of this Agreement the Town may apply one or a combination of the following remedies: (i) seek specific performance or other equitable relief; (ii) commence an action at law; (iii) apply liquidated damages in accordance with Section 12.3, if applicable; or (iv) in the case of substantial default of material provisions of the Agreement, initiate revocation proceedings in accordance with Section 12.4.~~

~~(D) The Town may designate its cable administrator or other person to conduct the hearings and issue findings and conclusions under this subsection, in which case Franchisee may appeal the determination of the cable administrator or other Town designee to the Town Council. Such an appeal shall be heard at a lawfully noticed public hearing. The Franchising Authority shall provide the Franchisee with a reasonable opportunity to be heard at any such hearing.~~

~~12.3 Penalties and Liquidated Damages. Because it may be difficult to calculate the harm to the Franchising Authority in the event of Franchisee's breach of this Franchise Agreement, the parties agree to liquidated damages as a reasonable estimation of the actual damages. To the extent that the Franchising Authority elects to assess liquidated damages as provided in this Agreement and such liquidated damages have been paid, such damages shall be the Franchising Authority's sole and exclusive remedy. Nothing in this Section shall preclude the Franchising Authority from exercising any other right or remedy with respect to a breach that continues past the time the Franchising Authority stops assessing liquidated damages for such breach. Liquidated damages shall not be assessed until the Franchising Authority has completed the procedures set forth in Section 12.2 hereof, including holding a public hearing, and notifying the Franchisee by certified or registered mail of the proposed liquidated damages, specifying the violation. The Franchisee shall have thirty (30) days from the date of receipt of the written notice to submit payment. If the Franchisee does not make payment within that period, the Franchising Authority may obtain the amount assessed from the Franchisee's performance bond.~~

~~(A) The first day for which liquidated damages may be assessed, if there has been no cure, shall be the day after the end of the applicable cure period, including any extension of the cure period the Franchising Authority has granted.~~

~~(B) Franchisee may appeal (by pursuing judicial relief) any assessment of liquidated damages within thirty (30) days of receiving written notice of the assessment. Franchisee's obligation to pay the liquidated damages assessed shall be stayed pending resolution of the appeal.~~

~~(C) The Franchising Authority may assess liquidated damages for the following violations of this Franchise Agreement, in the following amounts:~~

~~(i) Failure to comply with PEG access requirements: \$100 per violation for each day the violation continues.~~

~~(ii) Failure to render payments due to the Franchising Authority: \$100 per violation for each day the violation continues, in addition to any monetary payment due.~~

~~iii) Failure to supply information, reports, or filings lawfully required: \$100 per violation for each day the violation continues.~~

~~(iv) Failure to comply with customer service standards: \$100 per each violation for each day the violation continues, except where compliance is measured quarterly, in which case damages shall be as specified in Section 12.4(C)(v) below.~~

~~(v) Failure to comply with customer service standards with which compliance is measured on a quarterly basis: \$300 for the first violation in which such standards were not met; \$500 for any violation within 18 months after the first; and \$750 for any violation within 18 months after the second or any subsequent violation.~~

~~(D) The Franchisee shall not be charged with multiple violations for a single act or event affecting a single subscriber or for a single act or event affecting multiple subscribers on the same day.~~

~~(E) The parties agree that such liquidated damages are reasonable.~~

~~(F) The Town may reduce or waive any of the above liquidated damages if it determines, in its sole discretion that such waiver is in the public interest.~~

~~(G) The amount of all liquidated damages assessed per annum shall not exceed twenty thousand dollars (\$20,000) in the aggregate.~~

~~(H) If after 120 days the Franchisee has not cured or commenced to cure the alleged breach to the satisfaction of the Franchising Authority, the Franchising Authority may pursue all other remedies aside from liquidated damages.~~

12.4 Revocation:

~~(A) Subject to applicable federal and state law, in the event the Franchising Authority, after a public hearing pursuant to Section 12.3 of this Agreement, determines that the Franchisee is in default of material provisions of the Franchise Agreement, the Franchising Authority may initiate revocation proceedings in accordance with the following:~~

~~(i) The Franchising Authority shall give written notice to the Franchisee of its intent to revoke the Franchise Agreement on the basis of a pattern of non-compliance by the Franchisee, including two or more instances of substantial non-compliance with a material provision of the Agreement. The notice shall set forth with specificity the exact nature of the non-compliance. The Franchisee shall have ninety (90) business days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a response from the Franchisee or upon receipt of the response does not agree that the allegations of non-compliance have been or will be resolved, it may then seek revocation of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Franchisee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request revocation of the Franchise Agreement.~~

~~(ii) At the designated public hearing, the Franchising Authority shall give the Franchisee an opportunity to state its position on the matter, present evidence and question witnesses, in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Virginia, after which it shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record and a written transcript shall be made available to the Franchisee within ten (10) business days. The decision of the Franchising Authority shall be in writing and shall be delivered to the Franchisee by certified mail. The Franchisee may appeal such determination to an appropriate court.~~

~~12.5 Technical Violation. The Franchising Authority agrees that it is not its intention to subject the Franchisee to penalties, fines, forfeitures or revocation of the Franchise Agreement for so-called "technical" breach(es) or violation(s) of the Franchise Agreement, which shall include, but not be limited to, the following:~~

~~(A) In instances or for matters in which the Franchisee's violation or breach of the Franchise Agreement was a good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or~~

~~(B) Where there existed circumstances reasonably beyond the Franchisee's control and which precipitated the Franchisee's violation of the Franchise Agreement, or which prevented the Franchisee from complying with a term or condition of the Franchise Agreement.~~

~~12.6 Removal of System. Franchisee shall remove its Cable System within six (6) months as a result of termination, revocation, denial of renewal, or any other lawful action to forbid or disallow Franchisee from providing Cable Service unless Franchisee has obtained other authority to occupy the rights of way in the Franchise Area.~~

SECTION 13 — INSPECTION OF FACILITIES

~~13.1 Franchisee shall comply with all applicable federal, state, and generally applicable local construction and engineering codes and regulations, currently in force or hereafter applicable, to the construction, operation or maintenance of its Cable System within the Town. After construction has been completed, the Town shall have the right to inspect all construction or installation work performed pursuant to the Franchise Agreement and all applicable federal, state and generally applicable local building and engineering codes. However, the Town shall not be required to review or approve construction plans and specifications or to make any inspections. The~~

~~Franchisee shall be solely responsible for taking all steps necessary to assure compliance with applicable standards and to ensure that its Cable System is installed in a safe manner and pursuant to the terms of the Franchise agreement and applicable law.~~

SECTION 14 — MISCELLANEOUS PROVISIONS

~~14.1 Force Majeure.~~ The Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by events which constitute a Force Majeure, as defined in this Agreement.

~~14.2 Notice.~~ All notices shall be in writing and shall be served upon the other party by hand delivery; first class mail; registered or certified mail, return receipt requested, postage prepaid; or by reputable overnight courier service and addressed as follows:

~~To the Franchising Authority:~~

~~Town Manager
Town of Front Royal
P.O. Box 1560
102 E. Main Street
Front Royal, Virginia 22630~~

~~To the Franchisee:~~

~~Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC
600 Hays Street
Staunton, VA 24401
Attn: Government Affairs Department/Paul Comes~~

~~With copies to:~~

~~Comcast Cable
7850 Walker Drive, 2nd Floor
Greenbelt, MD 20770
Attn.: Government Affairs Department~~

~~And to:~~

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

~~14.3 Entire Agreement.~~ This Franchise Agreement embodies the entire understanding and agreement of the Franchising Authority and the Franchisee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by the Franchise Agreement.

~~14.4 Severability.~~ If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid in whole or in part by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portion, which shall continue in full force and effect.

~~14.5 Governing Law.~~ This Franchise Agreement shall be deemed to be executed in the Commonwealth of Virginia and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the Commonwealth of Virginia.

~~14.6 Modification.~~ No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument in writing duly executed by the Franchising Authority and the Franchisee, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution or order by the Franchising Authority, as required by applicable law.

~~14.7 No Third Party Beneficiaries.~~ Nothing in this Franchise Agreement shall confer third party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

~~14.8 No Waiver of Rights.~~ Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Franchisee may have under federal or state law unless such waiver is expressly stated herein.

~~14.9 Incorporation by Reference.~~ Should the State, the federal government or the FCC require Franchisee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any

~~provisions herein, the Franchising Authority and Franchisee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.~~

~~14.10 Annexation. Upon ninety (90) days written notice, any additions of territory to the Franchise Area, by annexation or other legal means, contiguous to the Franchise Area, shall thereafter be subject to all the terms of this Agreement as though it were an extension made hereunder related to the Cable System located or operated within said territory.~~

CABLE TELEVISION

~~(Added 10-28-19)~~

~~This nonexclusive Cable Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the Town of Front Royal, VA, a political subdivision of the Commonwealth of Virginia (hereinafter, "Town") and Shenandoah Cable Television, LLC (hereinafter, "Franchisee").~~

~~The Town, having determined that the financial, legal and technical ability of the Franchisee is reasonably sufficient to provide the services, facilities and equipment necessary to meet the future cable related needs of the community, desires to enter into this negotiated Franchise Agreement with the Franchisee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein. In furtherance thereof, at its Regular Meeting of October 28, 2019, the Town, after proper notice and public hearing, enacted an ordinance authorizing this Franchise Agreement.~~

180-182 SHENANDOAH CABLE TELEVISION LLC FRANCHISE AGREEMENT

SECTION 1 – DEFINITION OF TERMS

~~For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the following meanings:~~

~~"ACT" means the Communications Act of 1934 as amended.~~

~~"AFFILIATE", in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.~~

~~"BASIC SERVICE TIER" means the service tier that includes (i) the retransmission of local television broadcast channels and (ii) public, educational, and governmental channels required to be carried in the basic tier.~~

~~"CABLE ACT" shall mean the Cable Communications Policy Act of 1934, as amended from time to time, 47 U.S.C. §§ 521 *et seq.*~~

~~"CABLE OPERATOR" means any Person or group of Persons that (A) provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or (B) otherwise controls or is responsible for, through any arrangement, the management and operation of a Cable System. Cable Operator does not include a provider of wireless or direct to home satellite transmission service.~~

~~"CABLE SERVICE" means the one way transmission to Subscribers of (i) video programming or (ii) other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. Cable service does not include any video programming provided by a commercial mobile service provider defined in 47 U.S.C. § 332(d).~~

~~"CABLE SYSTEM" or "SYSTEM" means any facility consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service that includes video programming and that is provided to multiple Subscribers within a community, except that such definition shall not include (i) a system that serves fewer than 20 Subscribers; (ii) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (iii) a facility that serves only Subscribers without using any public right of way; (iv) a facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, 47 USC § 201 *et seq.*, except that such facility shall be considered a Cable System to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on demand services; (v) any facilities of any electric utility used solely for operating its electric systems; (vi) or any portion of a System that serves fewer than 50 Subscribers in any locality, where such portion is part of a larger System franchised in an adjacent locality; or (vii) an open video system that complies with § 653 of Title VI of the Communications Act of 1934, as amended, 47 U.S.C. § 573, as amended.~~

~~"CUSTOMER" or "SUBSCRIBER" means a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Franchisee's express permission.~~

~~"EFFECTIVE DATE" means the specific date on which this negotiated Franchise Agreement was approved by a duly enacted ordinance.~~

~~"FCC" means the Federal Communications Commission or successor governmental entity thereto.~~

~~"FORCE MAJEURE" means an event or events reasonably beyond the ability of Franchisee to anticipate and control. "Force majeure" includes, but is not limited to, acts of God, incidences of terrorism, war or riots, labor strikes or civil disturbances, floods, earthquakes, fire, explosions, epidemics, hurricanes, tornadoes, governmental actions and restrictions, work delays caused by waiting for utility providers to service or monitor or provide access to utility poles to which Franchisee's facilities are attached or to be attached or conduits in which Franchisee's facilities are located or to be located, and unavailability of materials or qualified labor to perform the work necessary.~~

~~"FRANCHISE" means the initial, nonexclusive, authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System in the public rights-of-way.~~

~~"FRANCHISE AGREEMENT" or "AGREEMENT" shall mean this nonexclusive Cable Franchise Agreement and any amendments or modifications hereto.~~

~~"FRANCHISE AREA" means the present legal boundaries of the Town as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.~~

~~"FRANCHISEE" shall mean Shenandoah Cable Television, LLC.~~

~~"FRANCHISING AUTHORITY" means the Town or the lawful successor, transferee, designee, or assignee thereof.~~

~~"GROSS REVENUE" means all revenue, as determined in accordance with generally accepted accounting principles, that is actually received by the cable operator and derived from the operation of the cable system to provide cable services in the franchise area; however, "gross revenue" shall not include: (i) refunds or rebates made to subscribers or other third parties; (ii) any revenue which is received from the sale of merchandise over home shopping channels carried on the cable system, but not including revenue received from home shopping channels for the use of the cable service to sell merchandise; (iii) any tax, fee, or charge collected by the cable operator and remitted to a governmental entity or its agent or designee, including without limitation a local public access or education group; (iv) program launch fees; (v) directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement, and electronic publishing; (vi) a sale of cable service for resale or for use as a component part of or for the integration into cable services to be resold in the ordinary course of business, when the reseller is required to pay or collect franchise fees or similar fees on the resale of the cable service; (vii) revenues received by any affiliate or any other person in exchange for supplying goods or services used by the cable operator to provide cable service; and (viii) revenue derived from services classified as noncable services under federal law, including, without limitation, revenue derived from telecommunications services and information services, and any other revenues attributed by the cable operator to noncable services in accordance with rules, regulations, standards, or orders of the Federal Communications Commission.~~

~~"INSTITUTION NETWORK" means the Town's communication network.~~

~~"INTERACTIVE ON DEMAND SERVICE" means a service providing video programming to Subscribers over switched networks on an on-demand, point-to-point basis, but does not include services providing video programming the programming provider preschedules.~~

~~"ORDINANCE" includes a resolution.~~

~~"PEG" means public, educational and/or governmental access to the Cable System to provide video programming.~~

~~"PERSON" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for profit or not for profit, but shall not mean the Franchising Authority.~~

~~"PUBLIC RIGHT OF WAY" (PROW or Public Way) means the surface, the air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, park, parkway, waterway, easement, or similar property in which the Town now or hereafter holds any property interest, which, consistent with the purposes for which it was dedicated, may be used for the purpose of installing and maintaining a cable system. No reference herein, or in any franchise, to a "public right of way" shall be deemed to be a representation or guarantee by the Town that its interest or other right to control the use of such property is sufficient to permit its use for such purposes, and Franchisee shall be deemed to gain only those rights to use as are properly in the Town and as the Town may have the undisputed right and power to give. For purposes of this Franchise, the term "public right of way" shall also include any other parcels of property that the Town owns.~~

~~"SERVICE INTERRUPTION" means a service outage affecting less than five subscribers, or a loss or degradation of either video or audio for one or more channels for one or more subscribers.~~

~~"SERVICE OUTAGE" means the complete loss of cable service to five or more subscribers served by the same trunk, node, or feeder line for a period of 24 hours or more.~~

~~"TRANSFER" means any transaction in which (i) an ownership or other interest in the Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that majority control of the Franchisee is transferred; or (ii) the rights and obligations the Franchisee holds under the Franchise granted under this Franchise Agreement are transferred or assigned to another Person or group of Persons. However, notwithstanding clauses (i) and (ii) of the preceding sentence, a transfer of the Franchise shall not include (a) transfer of an ownership or other interest in the Franchisee to the parent of the Franchisee or to another Affiliate of the Franchisee; (b) transfer of an interest in the Franchise granted under this Franchise Agreement or the rights held by the Franchisee under the Franchise granted under this Franchise Agreement to the parent of the Franchisee or to another Affiliate of the Franchisee; (c) any action that is the result of a merger of the Franchisee's parent; (d) any action that is the result of a merger of another Affiliate of the Franchisee; (e) a transfer in trust, by mortgage, or by assignment of any rights, title, or interest of the Franchisee in the Franchise or the System used to provide Cable Service in order to secure indebtedness.~~

~~"VIDEO PROGRAMMING" means programming provided by, or generally considered comparable to, programming a television broadcast station provides.~~

~~All terms used herein, unless otherwise defined, shall have the same meaning as set forth in Sections 15.2-2108.19 *et seq.* of the Code of Virginia; and if not defined therein, then as set forth in Title VI of the Communications Act of 1934, 47 U.S.C. § 521 *et seq.*; and if not defined therein, their common and ordinary meaning. In addition, references in this Ordinance to any federal or state law shall include amendments thereto as are enacted from time to time.~~

~~SECTION 2 — GRANT OF AUTHORITY~~

~~2.1 The Franchising Authority hereby grants to the Franchisee under the Code of Virginia and the Cable Act a nonexclusive Franchise authorizing the Franchisee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System and to provide such Cable Services over the Cable System as may be lawfully allowed. This agreement neither authorizes the Franchisee to use the PROW for purposes of providing any service other than Cable Service, nor prohibits the Franchisee from doing so. The Franchisee's authority to provide non Cable Services shall be subject to applicable law.~~

~~2.2 Term of Franchise. The term of the Franchise granted hereunder shall be fifteen (15) years, beginning on the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and the Code of Virginia, and the Cable Act.~~

~~2.3 Renewal. Any Franchise renewal shall be governed by and comply with the provisions of Article 1.2 of Chapter 21 of Title 15.2 of the Code of Virginia and the Cable Act, as amended.~~

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

~~SECTION 3 — CONSTRUCTION AND MAINTENANCE OF THE CABLE SYSTEM~~

~~3.1 Permits and General Obligations. The Franchisee shall be responsible for obtaining, at its own cost and expense, all generally applicable permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain or repair the Cable System, or any part thereof, prior to the commencement of any such activity. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. Notwithstanding the requirements herein, Franchisee shall not be required to obtain a permit for individual drop connections to Subscribers, servicing or installing pedestals or other similar facilities, or other instances of routine maintenance or repair to its Cable System. All transmission and distribution structures, poles, other lines, and equipment the Franchisee installs for use in the Cable System in accordance with the terms and conditions of this Franchise Agreement shall be located so as to minimize the interference with the proper use of the Public Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Way.~~

~~3.2 Conditions of Street Occupancy.~~

~~(A) New Grades or Lines. If the grades or lines of any Public Way~~

~~within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Franchisee shall, upon reasonable advance written notice from the Franchising Authority (which shall not be less than ten (10) business days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds are available to any other user of the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall notify the Franchisee of the availability of such funding and make such funds~~

~~available to the Franchisee. It is understood that the Franchising Authority does not guarantee that any public funds will be available to help defray the cost of altering or relocating the Cable System to conform to new grades or lines.~~

~~(B) Relocation at request of Third Party. The Franchisee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Franchisee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Franchisee is given not less than thirty (30) business days advance written notice to arrange for such temporary relocation.~~

~~(C) Restoration of Public Ways. If in connection with the construction, operation, maintenance, or repair of the Cable System, the Franchisee disturbs, alters, or damages any Public Way, the Franchisee agrees that it shall at its own cost and expense replace and restore any such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to the disturbance. The Town may make the final determination as to acceptability of repair and/or replacement of damaged facilities. In performing any excavation work in the public rights of way, the Franchisee will comply with all of the requirements of Town Code applicable to all users of the Public Rights of Way.~~

~~(D) Safety Requirements. The Franchisee shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and state regulations and with the National Electrical Safety Code (National Bureau of Standards) and the National Electrical Code (National Bureau of Fire Underwriters). The Cable System shall not endanger or interfere with the safety of Persons or property in the Franchise Area.~~

~~(E) Trimming of Trees and Shrubbery. The Franchisee shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Franchisee's wires, cables, or other equipment. All such trimming shall be done at the Franchisee's sole cost and expense. For all planned trimming, the Franchisee shall provide the Town at least five (5) business days' notice of the work to be performed and a description of such work. For trimming of an emergency nature, including responding to storm damage, advance notice is not required. The Franchisee shall be responsible for any damage and all clean up of debris the trimming causes. The foregoing notwithstanding, any tree trimming by Franchisee must at all times comply with any tree trimming provision contained in any separately negotiated pole attachment agreement in effect between the Town and the Franchisee.~~

~~(F) Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective Town utilities in any area of the Franchise Area are underground, the Franchisee shall place its Cable System's transmission and distribution facilities underground; provided that such underground locations are actually capable of accommodating the Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective Town utilities are both aerial and underground, the Franchisee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment. To avoid overburdening the Public Way, and in furtherance of the health, safety and welfare of the public, Franchisee will at all times utilize Town-owned utility poles and conduit when and where available for the construction, repairs and maintenance of the Cable System pursuant to separately negotiated pole attachment and conduit utilization agreements in effect with the Town. The Cable System will be constructed and maintained in such a way as to maximize the use of Town poles and conduit.~~

~~(G) All excavation and reconstruction work by Franchisee in the Public Rights of Way must be in compliance with the requirements of Town Code applicable to users of the Public Rights of Way, including all of the standards referenced therein, and all applicable VDOT standards. It shall be the Franchisee's responsibility to obtain any required permits, to review all applicable excavation, reconstruction, restoration, repair and permitting requirements, and to become familiar with such requirements before beginning any excavation, reconstruction, restoration or repair work in the Public Rights of Way or private property.~~

~~(H) Any equipment or facilities the Franchisee installs in the Public Rights of Way shall be installed, located, erected, constructed, reconstructed, replaced, restored, removed, repaired, maintained and operated in accordance with good engineering practices, performed by experienced maintenance and construction personnel so as not (1) to endanger or interfere in any manner with improvements the Town or VDOT may deem appropriate to make; or (2) to interfere with the rights of any private property owner; or (3) to hinder or obstruct pedestrian or vehicular traffic. Franchisee shall not erect, for any reason, any pole on or along any Public Right of Way or on public property without the advance written approval of the Town.~~

~~(I) Whenever the Town shall determine that it is necessary in connection with the repair, relocation, or improvement of the Public Rights of Way, the Town may require by written notification that any properties or facilities of the Franchisee be removed or relocated. Within sixty (60) days after receipt of notification, unless the Town extends such period for good cause shown, the Franchisee shall remove or relocate its facilities to such place and under such terms and conditions as the Town specifies. The Franchisee shall bear all expenses associated with the removal and relocation except that the Town will issue, without charge to the Franchisee, whatever local permits are required for the relocation of Franchisee's facilities. If the Franchisee does not complete its removal or relocation within 60 days or such other period as authorized by the Town, the Town may take such actions as necessary to effectuate such removal or relocation at the Franchisee's expense. The Town shall use reasonable efforts to minimize the impact on Franchisee's facilities related to any removal or relocation. Franchisee shall follow all applicable VDOT standards and regulations in connection with the repair, relocation, or improvement of the Public Rights of Way. Franchisee shall be entitled to reimbursement of its relocation costs from public or private funds, if any, raised for the project and made available to other users of the Public Way.~~

~~Nothing in this Franchise Agreement shall be construed to prevent the Town from constructing, maintaining, repairing, improving, grading, paving, relocating and/or altering any Public Right of Way; constructing, installing, repairing, maintaining, or relocating any water or sewer mains; or constructing, maintaining, relocating or repairing any sidewalk or other public work. All such work shall be done, to the extent possible, in such a manner as not to obstruct, injure or prevent the free use and operation of the poles, wires, conduits, conductors, pipes or appurtenances of the Franchisee.~~

~~Nothing contained in this Franchise Agreement shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid injuring Franchisee's facilities while performing any work in any Public Right of Way or on public property.~~

~~(J) Movement of Facilities. In the event it is necessary to move or remove any of Franchisee's wires, cables, poles or other facilities placed pursuant to this Franchise, in order to lawfully move a large object, vehicle, building or other structure over the Public Right of Ways or public property of the Town, upon 30 day notice by the Town to Franchisee, Franchisee shall move at the expense, which may be required to paid in advance, of the Person requesting the temporary removal such of its facilities as may be required to facilitate such movements.~~

~~Any service disruption provisions of this Franchise shall not apply in the event that the removal of Franchisee's wires, cables, poles or other facilities pursuant to the preceding paragraph results in temporary service disruptions.~~

~~(K) Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Franchisee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Franchisee's relocation costs shall be included in any computation of necessary project funding by the Town or private parties. Franchisee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way. It is understood that the Franchising Authority does not guarantee that any public or private funds will be available to help defray the cost of such undergrounding or beautification projects. In the event that public and/or private funds are not available or do not cover the entire cost of the relocation, Franchisee reserves the right to pass its costs, or in the case of partial reimbursement from public and/or private funds its incremental cost, through to its Subscribers in accordance with applicable law.~~

~~(L) Inspection. The Town shall have the right to inspect all construction or installation work performed pursuant to the provisions of this Franchise to ensure compliance with the terms of the Franchise and applicable laws.~~

~~(M) Quality Control. Upon request, the Franchisee will provide information to the Town regarding items of quality control for installation and maintenance activities performed by the Franchisee or its authorized subcontractors.~~

SECTION 4 SERVICE OBLIGATIONS

~~4.1 General Service Obligations. The Franchisee shall make Cable Service generally available to businesses and residential dwelling units within the Franchise Area. The Franchisee initially shall build out its Cable System to make Cable Service generally available to those business and residential units located within the red ovals shown on the map attached to this Franchise Agreement as Exhibit A. The Franchisee shall use commercially reasonable efforts (considering build out costs, geographical and geological conditions, and business conditions) to complete such initial build out by January 1, 2022. Franchisee shall complete its Cable System within the remainder of the Franchise area within a commercially reasonable time (considering build out costs, geographical and geological conditions, and business conditions). In addition to the obligations and considerations set forth above, Franchisee shall offer Cable Service to all new or previously unserved business and residential units within 150 feet of the Franchisee's distribution cable.~~

~~(A) The Franchisee may elect to provide Cable Service to areas not meeting the above distance standards. The Franchisee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop in or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the standards set forth above. Such additional charge shall be paid in advance by the developer, landowner, or customer requesting Cable Service in an area that does not meet the density and distance standards.~~

~~4.2 New Developments. Franchisee agrees to use commercially reasonable efforts to inform itself of all newly planned developments within the Town and to work with developers to cooperate in pre-installation of facilities to support Cable Service.~~

~~4.3 Programming. The Franchisee shall offer to all Customers a diversity of video programming services.~~

~~4.4 No Discrimination. The Franchisee shall not discriminate or permit discrimination between or among any Persons in the availability of Cable Services or other services provided in connection with the Cable System in the Franchise Area. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial or other obligations to the Franchisee are satisfied; unless such Person has engaged in inappropriate activity including, but not limited to, theft of Franchisee's cable services, vandalism of its property, or harassment of its representatives. Nothing contained herein shall prohibit the Franchisee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice. Franchisee shall assure that access to Cable Services is not denied to any group of potential residential cable subscribers because of the residents' income.~~

~~4.5 Availability of Maps to the Town: Upon the Town giving two (2) weeks written request, but no more often than annually, the Franchisee shall make available for the Town's viewing, at the Franchisee's nearest business office, or at Town Hall updated maps of the Franchise Area which shall clearly delineate all areas within the Franchise Area where Cable Service is available to Subscribers.~~

~~4.6 Changes in Service: Franchisee agrees to give the Town Manager thirty (30) days prior written notice of changes in the mix or nature of the Cable Services.~~

~~SECTION 5 PUBLIC, EDUCATIONAL AND GOVERNMENT ACCESS CHANNELS~~

~~5.1 Franchisee shall designate capacity on up to five (5) channels for public, educational and/or governmental ("PEG") access video programming provided by the Franchising Authority or its designee, such as a public access organization or educational institution. Within one hundred and twenty (120) days of receipt of a written request from the Town to activate an access channel, Franchisee will make such channel(s) available for the Town's use or its designee's use; and such channel(s) shall be carried in HD digital format. Use of a channel position for PEG access shall be provided on the most basic tier of service offered by the Franchisee and in accordance with the Cable Act and the Code of Virginia, and as further set forth below. "Channel position" means a number designation on the Franchisee's channel lineup regardless of the transmission format (analog or digital). Franchisee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. In the event any access channel is reassigned, the Franchisee shall provide the Town with at least thirty (30) days' notice before reassigning the channel and shall pay the verified reasonable costs of any advertising and promotional materials required due to the channel reassignment, not to exceed \$5,000. A PEG access user whether an individual, educational or governmental user acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Franchisee shall not exercise editorial control over any public, educational, or governmental use of a channel position, except Franchisee may refuse to transmit any public access program or~~

~~portion of a public access program that contains obscenity, indecency, or nudity. The Franchising Authority shall be responsible for developing, implementing, interpreting and enforcing rules for Educational and Governmental Access Channel use.~~

~~5.2 Public Access. A "Public Access Channel" is a channel position designated for noncommercial use by the public on a first come, first served, nondiscriminatory basis. A Public Access Channel may not be used to cablecast programs for profit, or for political or commercial fundraising in any fashion.~~

~~5.3 Educational Access. An "Educational Access Channel" is a channel position designated for noncommercial use by educational institutions such as public or private schools (but not "home schools"), community colleges, and universities.~~

~~5.4 Government Access. A "Governmental Access Channel" is a channel position designated for noncommercial use by the Franchising Authority for the purpose of showing the public local government at work.~~

~~5.5 Franchisee shall ensure that all PEG access channel signals carried on its system, regardless of the method used to acquire the PEG channels, comply with all applicable FCC signal quality and technical standards. The technical and signal quality of all PEG access channel signals shall be preserved and shall be of comparable quality as other channels.~~

~~Within one hundred and twenty (120) days of receipt of the Town's written request to activate an access channel discussed in Section 5.1, Franchisee will provide a connection between a location the Town designates and Franchisee's headend for each new channel to be activated for PEG use, at no charge to the Town if the connection between the new location and the nearest usable signal insertion point in Franchisee's cable system is five hundred (500) feet or less.~~

~~5.6 Capital support for PEG access. At the Town's option, Franchisee shall collect a monthly fee from each subscriber to provide additional capital support for PEG access. The maximum fee that shall be imposed is 0.5% of Franchisee's revenues from basic and expanded cable service, and the fee collected shall be remitted to the Town no later than thirty (30) days following the end of each calendar quarter. Franchisee shall not impose a fee to provide capital support for PEG access unless and until the Town directs Franchisee to impose a fee. The Town shall give Franchisee at least ninety (90) days' notice before Franchisee shall begin collecting the fee. The Town shall allocate such amount to PEG capital uses exclusively. If such fee is imposed, it shall not be deemed to be "franchise fees" within the meaning of 47 U.S.C. Section 542 and such payments shall not be deemed to be (i) "payments in kind" or any involuntary payments chargeable against the compensation the Franchisee is to pay the Town pursuant to Section 6 hereof, or (ii) part of the compensation the Franchisee is to pay to the Town pursuant to Section 6 hereof.~~

~~SECTION 6 – COMMUNICATION TAX AND FRANCHISE FEES~~

~~6.1 Communications Tax: Franchisee shall comply with the provisions of Sections 58.1-645 et seq. of the Code of Virginia, pertaining to the Virginia Communications Sales and Use Tax, as amended (the "Communications Tax"); and Sections 6.2 through 6.6 of the Agreement shall not have any effect, for so long as the Communications Tax or a successor state or local tax that would constitute a franchise fee for purposes of 47 U.S.C. § 542 is imposed on the sale of cable services by the Franchisee to the Town's subscribers.~~

~~6.2 Payment of Franchise Fee to Town: In the event that the Communications Tax is repealed and no successor state or local tax is enacted that would constitute a franchise fee for purposes of 47 U.S.C. § 542 Franchisee shall pay to the Town a Franchise fee of five percent (5%) of annual Gross Revenue, beginning 30 days from the effective date of the repeal of such tax (the "Repeal Date"). Beginning on the Repeal Date, the terms of Section 6.2 through 6.6 of this Agreement shall take effect. In accordance with the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise fee shall be a calendar year. Such payments shall be made no later than thirty (30) days following the end of each calendar quarter. Should Franchisee submit an incorrect amount, Franchisee shall be allowed to add or subtract that amount in a subsequent quarter, but no later than ninety (90) days following the close of the calendar year for which such amounts were applicable; such correction shall be documented in the supporting information required under Section 6.3 below.~~

~~6.3 Supporting Information: Each Franchise fee payment shall be accompanied by a brief report prepared by a representative of Franchisee showing the basis for the computation and a breakdown by major revenue categories (such as Basic Service, premium service, etc.). The Town shall have the right to reasonably request further supporting information for each Franchise fee payment, subject to the proprietary information provisions of Section 8.7.~~

~~6.4 Limitation on Franchise Fee Actions: The period of limitation for recovery of any Franchise fee payable hereunder shall be three (3) years from the date on which payment by Franchisee is due.~~

~~6.5 Bundled Services: If cable services subject to a franchise fee, or any other fee determined by a percentage of the cable operator's gross revenues in a locality, are provided to subscribers in conjunction with other services: the fee shall be applied only to the value of these cable services, as reflected on the books and records of the cable operator in accordance with rules, regulations, standards, or orders of the Federal Communications Commission, the State Corporation Commission, or generally accepted accounting principles. Any discounts resulting from purchasing the services as a bundle shall be reasonably allocated between the respective services that constitute the bundled transaction.~~

~~6.6 Books and Records Regarding Franchise Fees: Subject to the confidentiality requirements of Section 8.7 of this Agreement, the Town, or such Person or Persons the Town designates, shall have the right to inspect and copy records and the right to audit and to re-compute any amounts determined to be payable under this Franchise, regardless of who holds the records. If an audit discloses an overpayment or underpayment of franchise fees, the Town shall notify the Franchisee in writing of such overpayment or underpayment within ninety (90) days of the date the audit was completed. The Franchisee shall have thirty (30) days from receipt of such notice to provide the Town with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these notices, the parties shall agree upon a final settled amount. The Town, in its sole discretion, shall determine the completion date for any audit conducted hereunder. Audit completion is not to be unreasonably delayed by either party. Subject to the confidentiality requirements of Section 8.7 of this Franchise, the Franchisee shall be responsible for providing to the Town all records necessary to confirm the accurate payment of franchise fees. The Franchisee shall maintain such records for the current year plus three (3) years. The Town shall bear its audit expenses unless the audit determines the payment to the Town should be increased by more than five percent (5%) in the audited period, in which case the Franchisee shall pay reasonable and verifiable costs of the audit, but in no event more than \$20,000, to the Town within thirty (30) days following the Town's written notice to the Franchisee of the underpayment, which notice shall include a copy of the audit report. If re-computation results in additional revenue to be paid by Franchisee to the Town, such amount shall be subject to an interest charge in accordance with the prime rate of interest charged by the Town's primary depository bank.~~

~~**SECTION 7 — CUSTOMER SERVICE STANDARDS; CUSTOMER BILLS AND PRIVACY PROTECTION**~~

~~7.1 Customer Service Standards: The Franchisee shall comply in all respects with the customer service requirements established by the FCC (47 CFR §76.309) unless modified herein. Franchisee shall be subject to the following customer service standards consistent with federal law:~~

~~(A) Franchisee will maintain a local or toll-free telephone access line which will be available to its subscribers 24 hours a day, seven days a week. Additionally, Franchisee and the Town agree that it is appropriate that Franchisee will also maintain at least one bill payment location and equipment return location within the Town. In addition, Franchisee will provide for an employee to pick up or drop-off equipment free of charge in either of the following ways: (i) by having a Franchise representative to go to the subscriber's residence, or (ii) by using a prepaid mailer. Franchisee also has the option to provide alternative payment drop-off locations within the Franchise Area.~~

~~(B) Under normal operating conditions, telephone answer time by a customer representative or automated answering device, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety-five (95) percent of the time under normal operating conditions as measured on a quarterly basis.~~

~~(C) Under normal operating conditions, the customer will receive a busy signal less than three percent (3%) of the time.~~

~~(D) Franchisee shall accurately collect and maintain data to measure its compliance with the telephone answering standards in paragraphs 7.1(B) and 7.1(C).~~

~~(E) Local bill payment location will be open to customers, including assisting walk-in customers, at least during the hours of 8:30 a.m.—5:30 p.m. Monday through Friday.~~

~~(F) Installations, Outages, and Service Calls. Under normal operating conditions, each of the following standards will be met no less than ninety-five percent (95%) of the time as measured on a quarterly basis.~~

~~i. Standard installations will be performed within seven business days after an order has been placed, unless the customer requests a longer period. "Standard" installations are those that are within 150 feet of the existing distribution system.~~

- ~~ii. Excluding conditions beyond the control of the Franchisee, the Franchisee will begin repairs on Service Outages promptly and in no event later than eight (8) hours after the outage becomes known.~~
- ~~iii. The Franchisee must begin working to correct Service Interruptions within 8 hours, including weekends, of receiving a subscriber call for a Service Interruption. "Service Interruption" shall mean the loss of any service provided to customer by Franchisee.~~

~~(G) Franchisee shall accurately collect and maintain data to measure its compliance with subparagraph 7.1.(F).~~

~~(H) The "appointment window" alternatives for installations, service calls and other installation activities will either be at a specific time or, at maximum, a two hour time block during normal business hours. Franchisee may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.~~

~~(I) Franchisee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment. If Franchisee representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled as necessary, at a time which is convenient for the customer.~~

~~(J) Franchisee shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:~~

- ~~i. Products and services offered;~~
- ~~ii. Prices and options for programming services and conditions of subscription to programming and other services;~~
- ~~iii. Installation and service maintenance policies;~~
- ~~iv. Instructions on how to use the cable service;~~
- ~~v. Channel positions of programming carried on the system;~~
- ~~vi. Refund policy; and~~
- ~~vii. Billing and complaint procedures, including the Franchisee's office hours, telephone number, and address of the local cable office.~~

~~7.2 Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (i) is not misleading and (ii) does not omit material information. Notwithstanding anything to the contrary in Section 7.1 above, the Franchisee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by the Cable Act.~~

~~7.3 Franchisee shall notify subscribers of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the Franchisee. In addition, Franchisee shall notify subscribers thirty (30) days in advance of any significant changes in the other information that paragraph 7.1.(J) requires.~~

~~7.4 In case of a billing dispute, Franchisee must respond to a subscriber's written complaint within fifteen (15) days.~~

~~7.5 Refund checks will be issued promptly by the customer's next billing cycle following resolution of the request, or thirty (30) days, whichever is earlier.~~

~~7.6 Credits for service will be issued promptly by the customer's next billing cycle following the determination that a credit is warranted.)~~

~~7.7 Franchisee shall make available parental control devices to all subscribers who wish to be able to block out any objectionable channel(s) of programming from the cable service entering the subscriber's home.~~

~~7.8 Privacy Protection. The Franchisee shall comply with all applicable federal and state privacy laws.~~

~~SECTION 8 — OVERSIGHT AND REGULATION BY FRANCHISING AUTHORITY~~

~~8.1 Oversight of Franchise. In accordance with applicable law, the Franchising Authority at its sole cost and expense, shall have the right to oversee, regulate and, on reasonable prior written notice and in the presence of Franchisee's employee, periodically inspect the construction, operation and maintenance of the Cable System in the Franchise Area, and all parts thereof, as necessary to monitor Franchisee's compliance with the provisions of this Franchise Agreement.~~

~~(A) The Franchisee shall perform all tests necessary to demonstrate compliance with the requirements of the Franchise and other performance standards established by law or regulation, and to ensure that the Cable System components are operating as expected.~~

~~(B) Upon pertinent and valid evidence demonstrating a probability of non-compliance, the Franchisee shall conduct additional FCC tests upon the Town's requests to ensure that its Cable System is functioning in compliance with applicable laws and regulations and make the results of such test available to the Town to verify compliance. If any such test indicates that any part or component of the System fails to meet applicable~~

~~requirements, the Franchisee shall take corrective action, retest locations, and advise the Town of the action taken and results achieved.~~

~~8.2 Technical Standards. The Franchisee shall comply with all applicable technical standards of the FCC as published in Subpart K of 47 C.F.R. § 76. To the extent those standards are altered, modified, or amended during the term of this Franchise, the Franchisee shall comply with such altered, modified or amended standards within a reasonable period after such standards become effective. The Franchising Authority shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC's rules.~~

~~8.3 Operational Records. The Franchisee shall maintain the records required to compute all operational and customer service compliance measures outlined in this Franchise to demonstrate that the measures are being met for at least four consecutive quarters. Failure to maintain the records as required herein shall subject the Franchisee to the liquidated damages established in this Franchise Agreement~~

~~8.4 Records Required: Franchisee shall at all times maintain:~~

~~(A) Records of all written complaints for a period of one year after receipt by Franchisee or until the applicable compliance measures described in this Franchise are met for four consecutive quarters. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Franchisee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call.~~

~~(B) Records of Outages and Service Interruptions for a period of one year after occurrence, or until the applicable compliance measures described in this Franchise are met for four consecutive quarters, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause.~~

~~(C) Records of service calls for repair and maintenance for a period of one year after resolution by Franchisee, or until the applicable compliance measures described in this Franchise are met for four consecutive quarters, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved.~~

~~(D) Records of installation/reconnection and requests for service extension for a period of one year after the request was fulfilled by Franchisee, or until the applicable compliance measures described in this Franchise are met for four consecutive quarters, indicating the date of request, date of acknowledgment, and the date and time service was extended.~~

~~8.5 Federal Communications (FCC) Testing: Within fourteen (14) days of the Town's written request, a written report of test results of FCC performance testing will be provided to the Town Manager or his designee.~~

~~8.6 File for Public Inspection. Throughout the term of this Franchise Agreement, the Franchisee shall maintain, at a nearby business office or on line, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations. Upon no less than thirty (30) business days' written notice to the Franchisee, the Town shall have the right to inspect Franchisee's books and records, including electronic books and records, pertaining to Franchisee's provision of Cable Service in the franchise area at any time during normal business hours and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this franchise. Such notice shall specifically reference the Franchisee's section or subsection which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the Town. Franchisee shall not be required to maintain any books and records for franchise compliance purposes longer than the current year plus three (3) years.~~

~~8.7 Proprietary Information:~~

~~(A) Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to submit information to the Town that it reasonably deems to be proprietary or confidential in nature, nor submit to the Town any of its or an affiliate's books and records not relating to the provision of Cable Service in the franchise area, except as provided herein. Such confidential information shall be subject to terms of a nondisclosure agreement that is acceptable to the parties and to the following, to be applied as is most practicable for the purposes of this Agreement:~~

~~i. To the extent an exemption under the Virginia Freedom of Information Act permits the Town to maintain the confidentiality of submitted information and the Franchisee submits such information to the Town, the Town shall maintain the confidentiality of such information and not disclose it to any public request;~~

ii. ~~To the extent the information provided to an accountant, attorney, consultant, or any other agent of the Town ("Town Consultant") would not be subject to public disclosure under the Virginia Freedom of Information Act, and the Town instructs the Franchisee to provide such information to the Town Consultant as may be required by this Agreement, the Franchisee shall provide such information to the Town Consultant and the Town shall not take possession of the information nor engage in any act that would jeopardize the information's confidentiality; or,~~

~~iii. Franchisee must provide the following documentation to the Town:~~

~~(a) specific identification of the information;~~

~~(b) statement attesting to the reason(s) the Franchisee believes the information is confidential; and~~

~~(c) statement that the documents are available at the Franchisee's designated offices for the Town's inspection.~~

~~(B) At all times, the Town shall take reasonable steps to protect the proprietary and confidential nature of any books, records, maps, plans, or other Town requested documents that are provided pursuant to the Agreement to the extent they are designated as such by the Franchisee. Nothing in this Section shall be read to require the Franchisee to violate federal or state law protecting Subscriber privacy.~~

~~8.8 Reports. Within ninety (90) days after receipt of the Town's written request, Franchisee shall submit a written year-end report to the Town. Such report may address, if the Town so desires: (I) major cable-related projects undertaken in the past year and planned for the current year, including construction and upgrade schedules for any new, relocated, or upgraded aerial or underground facilities. Upon written request of the Town, no later than thirty (30) days after the end of each quarter, the Franchisee shall submit a written report to the Town regarding complaints and service requests the Franchisee received from customers in the Franchise Area concerning Franchisee's customer service performance.~~

~~SECTION 9 — TRANSFER OR CHANGE OF CONTROL OF CABLE TELEVISION OR FRANCHISE~~

~~9.1 No transfer of this Franchise shall occur without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld, delayed or conditioned. No transfer shall be made to a Person, group of Persons or Affiliate that is not legally, technically and financially qualified to operate the Cable System and satisfy the obligations hereunder.~~

~~SECTION 10 — INSURANCE AND INDEMNITY~~

~~10.1 The Franchisee shall indemnify hold harmless and defend the Town, its officers, employees, and agents (hereinafter referred to as "indemnitees"), from and against:~~

~~(A) Any and all third party claims for liabilities, obligations, damages, penalties, liens, costs, charges, losses and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or asserted against the indemnitees by reason of any act or omission of the Franchisee, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or~~

~~any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Franchisee's cable system caused by Franchisee, its contractors, subcontractors or agents or the Franchisee's failure to comply with any federal, state or local statute, ordinance or regulation.~~

~~(B) Any and all third party claims for liabilities, obligations, damages, penalties, liens, costs, charges, losses and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and consultants), which are imposed upon, incurred by or asserted against the indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to the Franchisee, its contractors or subcontractors, for the installation, construction, operation or maintenance of the Franchisee's cable system in the Town.~~

~~10.2 Damages shall include, but not be limited to, penalties arising out of copyright infringements and damages arising out of any failure by the Franchisee to secure consents from the owners, authorized distributors or licensees, or programs to be delivered by the Franchisee's cable system.~~

~~10.3 The Franchisee undertakes and assumes for its officers, agents, contractors, subcontractors, and employees all risk of dangerous conditions, if any, on or about any Town owned or controlled property, including streets and public rights of ways, except for any claim asserted or liability imposed that arises or is related to gross negligence~~

~~or intentional misconduct by the indemnitees; and the Franchisee hereby agrees to indemnify and hold harmless the indemnitees against and from any claim asserted or liability imposed upon the indemnitees for personal injury or property damage to any person arising out of the installation, operation, maintenance or condition of the Franchisee's cable system or the Franchisee's failure to comply with any federal, state or local statute, ordinance or regulation, except for any claim asserted or liability imposed upon the indemnitees that arises or is related to gross negligence or intentional misconduct by the indemnitees.~~

~~10.4 In the event any action or proceeding shall be brought against the indemnitees by reason of any matter for which the indemnitees are indemnified hereunder, the Franchisee shall, upon notice from any of the indemnitees, and at the Franchisee's sole cost and expense, resist and defend the same; provided further, however, that the Franchisee shall not admit liability in any such matter on behalf of the indemnitees without the written consent of the Town Attorney or his designee. If the Town determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Town.~~

~~10.5 The Town shall give the Franchisee notice within 10 business days of the Town receiving notice of a written claim, or the commencement of any action, suit or other proceeding covered by the provisions of this section. The Town will cooperate with the Franchisee while the Franchisee defends any claim or action under this section.~~

~~10.6 Nothing in this Franchise Agreement is intended to, or shall be construed or applied to, express or imply the Town's waiver of statutory provisions, privileges or immunities of any kind or nature as set forth in the Code of Virginia, including the Town's limits of liability as exists presently or as the legislature may increase from time to time. Nothing in a franchise or this ordinance shall constitute a waiver of the Town's statutory provisions, privileges or immunities, including the Town's sovereign immunity, of any kind or nature.~~

~~10.7 The Franchisee shall maintain, and by its acceptance of a franchise hereunder specifically agrees that it will maintain throughout the term of the franchise, general commercial liability insurance insuring the Franchisee. All liability insurance shall include an endorsement in a specific form which names as joint and several insureds the Town and the Town's officials, employees and agents, under such commercial liability policy, with respect to all claims arising out of the operation and maintenance of the Franchisee's cable system in the Town. Such policy shall be in the minimum amounts of Ten Million Dollars (\$10,000,000) combined single limit per occurrence for bodily injury, property damage, or personal & advertising injury, which limit may be met through any combination of primary and excess liability policies.~~

~~(A) The Franchisee shall provide Workers Compensation Insurance as required by the Commonwealth of Virginia;~~

~~(B) Franchisee shall carry and maintain in its own name automobile liability insurance with a limit of \$1,000,000 for each person and \$1,000,000 for each accident for property damage with respect to owned and non-owned automobiles for the operation of which the Franchisee is responsible; and~~

~~10.8 The inclusion of more than one (1) insured shall not operate to increase the limit of the Franchisee's liability, and the insurer waives any right on contribution with insurance which the Town may have.~~

~~10.9 All policies of insurance this section requires shall be placed with companies which are qualified to write insurance in the Commonwealth of Virginia and which maintain throughout the policy term a General Rating of "A-" and a Financial Size Category of "VII" as determined by Best Insurance Rating Services.~~

~~10.10 Upon the Town's written request, the Franchisee shall provide the Town with Certificates of Insurance for the coverages this section mandates. The Franchisee shall immediately advise the Town Attorney of any litigation that may develop that would affect the Town.~~

~~10.11 Should the Town find an insurance document to be non-compliant, then it shall notify the Franchisee; and the Franchisee shall promptly cure the defect in accordance with the requirements of this section 10.~~

~~10.12 Neither this section's provisions, nor any damages recovered by the Town thereunder, shall be construed to nor limit the Franchisee's liability under any franchise issued hereunder or for damages, except that nothing herein shall be interpreted to permit the Town to exercise rights and remedies in a manner that permits duplicative recovery from or payments by the Franchisee.~~

~~10.13 The commercial general liability insurance policy provided for herein shall name the Town, its officers, employees and agents as additional insureds, and shall be primary to any insurance or self insurance the Town carries, but only with respect to the losses for which the Franchisee is responsible hereunder. The insurance policies this section requires shall be carried and maintained by the Franchisee throughout the term of the franchise and such other period of time during which the Franchisee operates or is engaged in the removal of its cable system. Each policy shall provide for notice of cancellation in accordance with policy provisions~~

~~10.14 Nothing in this section shall require Franchisee to indemnify, hold harmless or defend the Town, its officials, employees or agents, from any claims or lawsuits arising out of the Town's award of a franchise to another person.~~

~~SECTION 11—SYSTEM DESCRIPTION AND SERVICE~~

~~11.1 System Characteristics: Franchisee's Cable System shall meet or exceed the following requirements:~~

~~(A) The System shall be capable of providing Video Programming reception available to its customers in the Franchise Area in accordance with the Cable Act.~~

~~(B) The System shall be designed to be an active two way plant for subscriber interaction, if any, required for selection or use of Cable Service.~~

~~(C) The Cable Service shall be operated in a manner such that it is in compliance with FCC standards and requirements with respect to interference. The Cable System shall be operated in such a manner as to minimize interference with a Subscriber's reception of off the air signals. The Franchisee shall insure that signals carried by the Cable System, or originating outside the Cable System wires, cable, fibers, electronics and facilities, do not ingress or egress into or out of the Cable System in excess of FCC standards. In particular, the Franchise shall not operate the Cable System in such a manner as to pose unwarranted interference with emergency radio services, aeronautical navigational frequencies or an airborne navigational reception in normal flight patterns, or any other type of wireless communications, pursuant to FCC regulations.~~

~~11.2 Interconnection: The Franchise shall design its Cable System so that it may be interconnected with other cable systems and open video systems in the Franchise Area.~~

~~11.3 Standby Power: The Franchisee shall provide standby power generating capacity at the headend and at all hubs. The Franchisee shall maintain standby power capable of at least twenty four (24) hours duration at the headend and all hubs, with automatic response systems to alert the local management center when commercial power is interrupted.~~

~~11.4 Technical Standards: The Cable System shall meet or exceed the applicable technical standards set forth in 47 C.F.R. § 76.601.~~

~~11.5 Leased Access Channels: The Franchisee shall provide Leased Access Channels that federal law requires.~~

~~11.6 Cable Service to School and Government Facilities:~~

~~Franchisee shall provide, without charge, at least one cable service outlet activated for basic cable service to each facility owned by Town government, and by the Warren County Public Schools located within the Town, as well as other such municipal buildings where service is requested in the future that are located within the Franchise Area within 150 feet of the Franchisee's distribution cable. The excess cost for extending service to buildings not within 150 feet of the Franchisee's distribution cable shall be paid by the entity requesting service.~~

~~11.7 Emergency Powers. In the event of an emergency, or where Franchisee's Cable System creates or is contributing to an imminent danger to health, safety, or property, or an unauthorized use of property, the Franchisee shall remove or relocate any or all parts of Franchisee's C a b l e System at the Town's request. If the Franchisee fails to comply with the Town's request, the Town may remove or relocate any or all parts of the Franchisee's cable system upon reasonable notice to the Franchisee. The Town shall use reasonable efforts to minimize the impact on Franchisee's facilities related to any emergency removal or relocation. Franchisee shall be entitled to compensation for expenses incurred for removal or relocation in the event of an emergency to the extent other users of the Public Way are compensated. It is understood that the Franchising Authority does not guarantee that funds will be available to compensate users of the Public Ways for emergency removal or relocation.~~

~~11.8 Emergency Alert System. Franchisee shall install and thereafter maintain an Emergency Alert System (EAS) that shall at all times be operated in accordance with FCC rules and the Virginia EAS Plan.~~

~~SECTION 12—ENFORCEMENT OF FRANCHISE~~

~~12.1 If, pursuant to any required public hearing, the Town determines that the Franchisee has failed to materially comply with this franchise the Town may impose any penalty hereunder, including, without limitation, revocation of the franchise.~~

~~12.2 Within thirty (30) days after the award of a franchise, the Franchisee shall deposit with the Town a performance bond from a financial institution running to the Town in the amount of one hundred thousand dollars (\$100,000.00.). The bond shall be used to insure the Franchisee's faithful performance of all its franchise provisions or defaults under a franchise or the payment by Franchisee of any penalties, liquidated damages, claims, liens, and taxes due the Town which arise by reason of the construction, operation, or maintenance of Franchisee's Cable System in the Town, including restoration of the public rights of way and the cost of removal or abandonment of any property of a cable operator.~~

~~12.3 Any bond obtained by Franchisee must be placed with a company which is qualified to write bonds in the Commonwealth of Virginia, and shall contain the following endorsement (or the substantive equivalent of such language as agreed upon by the Town):~~

~~"It is hereby understood and agreed that this bond may not be cancelled without the Town's consent until sixty (60) days after the Town's receipt by registered mail, return receipt requested, of a written notice of intent to cancel or not renew."~~

~~12.4 Any bond shall be recoverable by the Town for all damages and costs, whether direct or indirect, resulting from the Franchisee's failure to well and faithfully observe and perform any provision of this Agreement.~~

~~12.5 The bond shall be maintained at the amount established herein for the entire term of the franchise, even if amounts have to be withdrawn pursuant to this ordinance. The Franchisee shall promptly replace any amounts withdrawn from the bond.~~

~~12.6 Non-compliance procedures.~~

~~(A) Should the Franchising Authority believe that the Franchisee has not complied with any of the provisions of this Franchise Agreement, it shall: (i) informally discuss the matter with the Franchisee and (ii) notify the Franchisee in writing of the exact nature of the alleged noncompliance if the discussions described in the foregoing clause (i) do not lead to resolution of the alleged noncompliance. The Franchisee shall have thirty (30) days from receipt of this written notice to: (a) respond to the Franchising Authority, if the Franchisee contests, in whole or in part, the assertion of noncompliance; (b) cure such default; or (c) in the event that, by the nature of default, such default cannot be cured within the 30-day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed. The Franchising Authority shall schedule a public hearing in the event that the Franchisee fails to respond to the written notice pursuant to these procedures or in the event that the alleged default is not remedied within thirty (30) days of the date projected above if the Franchising Authority intends to continue its investigation into the default. The Franchising Authority shall provide the Franchisee at least thirty (30) business days prior written notice of such hearing, which will specify the time, place, and purpose. The Franchising Authority shall provide the Franchisee with a reasonable opportunity to be heard at any such hearing.~~

~~(B) The Town shall, within a reasonable time after the closure of the public hearing, issue findings and conclusions in writing, setting forth the basis for the findings; the proposed cure plan; and the time line for curing the violation if the violation can be cured; and the penalties, damages and applicable interest owed, if any.~~

~~(C) Subject to applicable federal and Virginia law and the provisions of this Agreement, if the Town determines pursuant to a public hearing that Franchisee is in violation of any provision of this Agreement the Town may apply one or a combination of the following remedies: (i) seek specific performance or other equitable relief; (ii) commence an action at law; (iii) apply penalties in accordance with Section 12.8, if applicable; or (iv) apply liquidated damages in accordance with Section 12.8, if applicable.~~

~~(D) The Town may designate its cable administrator or other person to conduct the hearings and issue findings and conclusions under this subsection in which case the Franchisee may appeal the determination of the cable administrator or other Town designee to the Town Council. Such an appeal shall be heard at a lawfully noticed public hearing. The Franchising Authority shall provide the Franchisee with a reasonable opportunity to be heard at any such hearing.~~

~~12.7 Penalties and Liquidated Damages. Because it may be difficult to calculate the harm to the Franchising Authority in the event of Franchisee's breach of this Franchise Agreement, the parties agree to liquidated damages as a reasonable estimation of the actual damages. To the extent that the Franchising Authority elects to assess liquidated damages as provided in this Agreement and such liquidated damages have been paid, such damages shall be the Franchising Authority's sole and exclusive remedy. Nothing in this Section shall preclude the Franchising Authority from exercising any other right or remedy with respect to a breach that continues past the time the Franchising Authority stops assessing liquidated damages for such breach. Liquidated damages shall not be assessed until the Franchising Authority has completed the procedures set forth in Section 12.7 hereof, including holding a public hearing, and notifying the Franchisee by certified or registered mail of the proposed liquidated damages, specifying the violation. The Franchisee shall have thirty (30) days from the date of receipt of the written notice to submit payment. If the Franchisee does not make payment within that period, the Franchising Authority may obtain the amount assessed from the Franchisee's performance bond.~~

~~(A) The first day for which liquidated damages may be assessed, if there has been no cure, shall be the day after the end of the applicable cure period, including any extension of the cure period the Franchising Authority has granted.~~

~~(B) Franchisee may appeal (by pursuing judicial relief) any assessment of liquidated damages within thirty (30) days of receiving written notice of the assessment. Franchisee's obligation to pay the liquidated damages assessed shall be stayed pending resolution of the appeal.~~

~~(C) The Franchising Authority may assess liquidated damages for the following violations of this Franchise Agreement, in the following amounts:~~

~~i. Failure to comply with PEG access requirements: \$200 per violation for each day the violation continues.~~

~~ii. Failure to render payments due to the Franchising Authority: Three tenths of one percent (0.3%) of the unpaid amount for each day the violation continues, in addition to any monetary payment due and interest, computed at the Town's prime rate of interest charged by the Town's primary depository bank.~~

~~iii. Failure to supply information, reports, or filings lawfully required: \$100 per violation for each day the violation continues.~~

~~iv. Failure to comply with customer service standards: \$100 per each violation for each day the violation continues, except where compliance is measured quarterly, in which case damages shall be as specified in Section 12.8(C)v below.~~

~~v. Failure to comply with customer service standards with which compliance is measured on a quarterly basis: \$300 for the first violation in which such standards were not met; \$750 for any violation within 18 months after the first; and \$1,500 for any violation within 18 months after the second or any subsequent violation.~~

~~vi. The Franchisee shall not be charged with multiple violations for a single act or event affecting a single subscriber or for a single act or event affecting multiple subscribers on the same day.~~

~~vii. The parties agree that such liquidated damages are reasonable.~~

~~viii. The Town may reduce or waive any of the above liquidated damages if it determines, in its sole discretion that such waiver is in the public interest.~~

~~ix. If a court of competent and binding jurisdiction determines that liquidated damages cannot be imposed by this Agreement, the foregoing liquidated damages shall be construed to be penalties to the full extent allowed and contemplated by paragraph 6 of Section 15.2-2108.22 of the Code of Virginia and shall apply via the liquidated damages procedures and limitations under this section.~~

~~(D) The amount of all liquidated damages assessed per annum shall not exceed twenty thousand dollars (\$20,000) in the aggregate.~~

~~(E) If after 120 days the Franchisee has not cured or commenced to cure the alleged breach to the satisfaction of the Franchising Authority, the Franchising Authority may pursue all other remedies aside from liquidated damages.~~

~~12.8 Technical Violation. The Franchising Authority agrees that it is not its intention to subject the Franchisee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited to, the following:~~

~~(A) In instances or for matters in which the Franchisee's violation or breach of the Franchise was a good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or~~

~~B) Where there existed circumstances reasonably beyond the Franchisee's control and which precipitated the Franchisee's violation of the Franchise, or which prevented the Franchisee from complying with a term or condition of the Franchise.~~

~~SECTION 13—INSPECTION OF FACILITIES~~

~~13.1 Franchisee shall comply with all applicable federal, state, and local construction and engineering codes and regulations, currently in force or hereafter applicable, to the construction, operation or maintenance of its Cable System within the Town. The Town shall have the right to review Franchisee's construction plans and specifications to assure compliance with the required standards. After construction has been completed, the Town shall have the right to inspect all construction or installation work performed pursuant to the franchise and all applicable federal, state and local building and engineering codes. However, the Town shall not be required to review or approve construction plans and specifications or to make any inspections. The Franchisee shall be solely responsible for taking all steps necessary to assure compliance with applicable standards and to ensure that its Cable System is installed in a safe manner and pursuant to the terms of the franchise and applicable law.~~

~~SECTION 14—MISCELLANEOUS PROVISIONS~~

~~14.1 Force Majeure.~~ The Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by events which constitute a Force Majeure, as defined in this Agreement.

~~14.2 Notice.~~ All notices shall be in writing and shall be served upon the other party by hand delivery; first class mail; registered or certified mail, return receipt requested; or by reputable overnight courier service and addressed as follows:

To the Franchising Authority:

Town Manager

Town of Front Royal

P.O. Box 1560

102 E. Main Street

Front Royal, Virginia 22630

And to:

Town Attorney

Town of Front Royal

P.O. Box 1560

102 E. Main Street

Front Royal, Virginia 22834

~~To the Franchisee:~~

~~Chris Kyle~~

~~500 Shentel Way~~

~~Edinburg, VA 22824~~

~~14.3 Entire Agreement.~~ This Franchise Agreement embodies the entire understanding and agreement of the Franchising Authority and the Franchisee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by the Franchise Agreement.

~~14.4 Severability.~~ If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid in whole or in part by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portion, which shall continue in full force and effect.

~~14.5 Governing Law.~~ This Franchise Agreement shall be deemed to be executed in the Commonwealth of Virginia and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the Commonwealth of Virginia.

~~14.6 Modification.~~ No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument in writing duly executed by the Franchising Authority and the Franchisee, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution or order by the Franchising Authority, as required by applicable law.

~~14.7 No Third Party Beneficiaries.~~ Nothing in this Franchise Agreement shall confer third party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

~~14.8 No Waiver of Rights.~~ Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Franchisee may have under federal or state law unless such waiver is expressly stated herein.

ELECTRIC COMPANY

(Adopted 5-2-86; Renewed 1-2-09; Amended 8-28-14)

180-183 ELECTRIC COMPANY FRANCHISE

~~On or about January 12, 2009, the Town of Front Royal, Virginia (the "Town") did enact that certain ordinance granting The Potomac Edison Company d/b/a Allegheny Power ("Allegheny") and its successors or assigns certain rights and privileges relating to the transmission and distribution of electricity within or outside the corporate limits of the Town, all as more particularly provided in said ordinance, a copy of which is attached hereto and marked as Exhibit A ("Ordinance"); and~~

~~Rappahannock Electric Cooperative ("REC") did acquire (as successor and assignee) a portion of Allegheny's service territory and associated distribution assets, which territory includes the Town, all as provided more particularly in that certain State Corporation Commission Order in Case No. PUE 2009-00101 ("Acquisition"); and~~

REC and the Town desire to amend the Ordinance for the purposes expressed more particularly below; and Now Therefore, in consideration of the mutual promises and conditions expressed hereunder, the Ordinance and other valuable consideration, the receipt of which is hereby acknowledged, the Ordinance shall be amended as follows:

~~Section 1.~~ The above recitals are incorporated in this amendment to the Ordinance (“Amendment”) as material terms and conditions hereunder.

~~Section 2.~~ The Town hereby reaffirms all rights and privileges granted under the Ordinance for the benefit of REC as successor to Allegheny’s service territory under the Acquisition.

~~Section 3.~~ This Amendment specifically addresses the installation and replacement of utility poles, conductors and facilities within the Town along the locations designated on Exhibits 1-4 (collectively the “Facilities” or individually “Facility”), which exhibits are incorporated herein by this reference as material conditions and obligations under this Amendment (all of the foregoing under this Section 3 the “Project”)

~~Section 4.~~ REC will transfer all Town facilities from existing poles to new poles as shown on Exhibits 1-4. In this regard, REC will install and construct the Facilities in the locations described on the Exhibits 1-4. The installation will include approximately fifty three (53) wooden utility poles, three (3) steel utility poles, approximately 8,100 feet of 3 phase 336 ACSR and various crossarms and support facilities. All new steel poles shall have a galvanized finish and be directly imbedded in the ground according to applicable ASCE, ASTM, NESC and ANSI standards. REC will also install all related hardware and materials as may be reasonably required for the Facilities, except for the triplex conductor required on Exhibit 2, from P/S 110 to P/S 230. REC will undertake all efforts pertaining to the Project in a reasonable and diligent manner endeavoring to minimize any disruption to electric services. Prior to any disruption in electric services, except in emergency or unanticipated situations, REC will undertake reasonable efforts to notify Town customers before any outage is required for the construction of a Facility. Before the project described herein commences, REC will mail notice letters (example Exhibit 5) to landowners and/or residents of affected properties indicating the work being performed, and REC contact information for any questions. Prior to undertaking any actions that may likely disrupt services, REC will contact customers in person and/or by hanging outage notification “door knockers” at the residence at a minimum of 24 hours before outage occurs.

~~Section 5.~~ After successfully energizing the new 34.5kV line, REC will, in regard to the existing dual circuit 34.5kV and 12.5kV overhead utility line section shown on Exhibit 4 and Exhibit 6, de-energize, and remove or abandon all such facilities no longer required for REC 12.5kV distribution services, relocate those portions of the 34.5kV line section that are not currently occupying streets, avenues, alleys, parks, or other public places to a mutually agreed upon route, and thereafter vacate any applicable right of ways, all within a reasonable time period thereafter not to exceed eighteen (18) months.

~~Section 6.~~ Upon completion of the Project, REC will relinquish ownership of the Facilities and convey and assign said ownership to the Town, except REC will maintain ownership of the conductor, supports and insulators used for 34.5kV REC circuit. Also, where Century Link is present owner of poles (P/S 110-220 Exhibit 2, Sheet 2, 3 & 4), Century Link will retain ownership after completion of project.

~~Section 7.~~ The Ordinance shall remain in full force and effect except as amended through this Amendment.

~~Section 8.~~ REC, subject to a separate agreement and in accordance with any applicable state corporation commission and/or local approvals, agrees, in good faith, to evaluate (in cooperation with the Town) the potential of consolidating facilities on 6th Street (within the Town) to the extent that such consolidating does not: (i) impact REC service reliability levels, (ii) place undue financial burden on the Cooperative, and (iii) follows sound engineering and safety standards.

~~This Ordinance was adopted by the Town Council August 28, 2014. An Interconnection Agreement with Rappahannock Electric Cooperative adopted July 1, 2014 is on file in the Town’s Energy Services Department.~~

TELEPHONE COMPANY

Adopted 1-28-92; Renewed 6-27-05

~~180-184 TELEPHONE COMPANY FRANCHISE~~

~~Be it enacted by the Town Council of the Town of Front Royal, Virginia that an Ordinance to grant a telephone company franchise in accordance with the provisions of Virginia Code Section 56-460 and Virginia Code Section 15.2-2100, as amended, is hereby adopted and enacted [June 27, 2005] as follows:~~

~~Section 1 — FRANCHISE GRANTED~~

~~The Central Telephone Company of Virginia, hereinafter known as "Centel", its lessees, successors and assigns, for the term and subject to the conditions and limitations hereinafter stated, is hereby granted a franchise to occupy and to use the streets, roads, avenues, alleys, turnpikes, waterways, parks and other public places of the Town of Front Royal, Virginia, and to acquire, erect, reconstruct, maintain and use thereon telephone lines and equipment,~~

~~including poles, towers, wires, cable, conduit and any accessories used in connection with telephone lines and service, under, over and along the streets, avenues, roads, alleys, turnpikes, waterways, parks and other public places and upon and through the poles, towers, conduits and other facilities and structures used by the Town of Front Royal in its transmission and distribution of electrical service.~~

~~Section 2 — PURPOSE OF THE FRANCHISE~~

~~The purpose of the franchise is to permit Centel the right and privilege of erecting, maintaining and operating a telephone system to provide telecommunications services, including all necessary appurtenances, within the limits of the Town of Front Royal and to use the streets and public places of the Town of Front Royal and the property of the Town of Front Royal in its operations subject to the conditions and agreements as hereafter set forth.~~

~~Section 3 — TERM OF FRANCHISE~~

~~The term of the franchise shall be for a period of twenty (20) years from the effective date of this ordinance.~~

~~Section 4 — POLES AND CONDUITS~~

~~For the purpose of providing telephone service, Centel is authorized to erect and maintain telephone poles, towers, cables, wires, conduits and accessory structures and equipment upon, along, across, over and under the public streets, avenues, alleys, roads, parks, turnpikes, waterways and other places of the Town of Front Royal, but the Town reserves the right to refuse to permit the erection of poles and overhead cables on such streets and public ways as it deems necessary in accordance with the Town's plans for removal of poles and overhead lines from certain areas and for reasons of safety or for other legitimate reasons.—~~

~~The location of such poles, towers, conduits and accessory equipment and structures shall be subject to the approval of the Town of Front Royal and shall be in accordance with the standards and requirements for location, construction and maintenance which are set forth by the Town Engineer.—~~

~~Section 5 — REPAIRS~~

~~Centel shall promptly repair or replace any sidewalk, street or other property of the Town which may be damaged or displaced by Centel in the erection and operation and maintenance of its telephone system. Centel will exercise reasonable precautions to avoid damage to the facilities of the Town and to the facilities of any other use of the poles, towers, conduits and other property of the Town of Front Royal. In the event that Centel fails or refuses to repair any damage to the property of the Town of Front Royal upon ten (10) working or business days written notice to Centel, the Town may then undertake to repair or replace any damaged or displaced Town property, and the expense of such repairs or replacement shall be paid to the Town by Centel and may be recovered in any manner prescribed by law, including application of the performance bond imposed hereunder.~~

~~Section 6 — INDEMNIFICATION~~

~~To the extent permissible by Applicable Law, Centel agrees and bonds itself by the acceptance of this ordinance to indemnify, keep and hold the Town of Front Royal free and harmless from liability on account of injury to persons or property growing out of the negligence or willful misconduct of Centel, or its employees or agents in the construction, improvement, maintenance, repair and operation of its telephone lines, structures and equipment. Nothing herein, however, shall be construed to render Centel liable for the negligence or willful misconduct of the Town of Front Royal, its agents or employees or the negligence of other persons or entities other than those set forth herein.~~

~~To the extent permissible by Applicable Law, the Town agrees and bonds itself, by the passage of this ordinance, to indemnify, keep and hold Centel free and harmless from liability on account of injury to person or property growing out of the negligence or willful misconduct of the Town, or its employees or agents in the construction, improvement, maintenance, repair and operation of its electric utility lines, structures and equipment. Nothing herein, however, shall be construed to render the Town liable for the negligence or willful misconduct of Centel, its agents or employees or the negligence of other persons or entities other than those set forth herein.~~

~~Section 7 — MAINTENANCE~~

~~The rights and privileges set forth herein are granted to Centel upon the expressed condition and understanding that Centel will maintain its properties, works and structures located within the Town of Front Royal in good and safe repair and order at all times during the term of this franchise agreement.~~

~~Section 8 — INSPECTIONS~~

~~The Town of Front Royal and its employees or agents shall have the right at any time to make inspections, upon reasonable notice, of Centel's telephone system or any part thereof.~~

~~Section 9 — ANNUAL PAYMENT~~

~~Annual pole rental payments will be disbursed by the parties in accordance with the terms and conditions of the separate Pole Attachment Agreement entered by the Town and Sprint.~~

~~Section 10 — PERFORMANCE BOND~~

~~Centel, as a condition of franchise approval, shall execute a bond in the amount of \$1,000.00 with security acceptable to the Town of Front Royal to ensure Centel's satisfactory performance of its obligations under this franchise.~~

~~Section 11 — EMERGENCIES~~

~~Town may remove any part of the system in the case of fire, disaster or other emergencies threatening life or property, as determined by Town. In such event, neither Town nor any agent, contractor or employee thereof, shall be liable to Centel or its customers or third parties for any damages caused them or the system, such as for, or in connection with, protecting, breaking through, moving, removal, altering, tearing down or relocating any part of the system.~~

~~Section 12 — NEW DEVELOPMENTS~~

~~Centel will use commercially reasonable efforts to install facilities underground in new subdivisions in accordance with Town Code Section 148-37 to the extent such code is consistent with Applicable Law. "Applicable Law", as used in this ordinance, shall mean all applicable laws, tariffs, government regulations and orders, including, but not limited to, the regulations and orders of the Federal Communications Commission and the Virginia State Corporation Commission.~~

~~Section 13 — TEMPORARY RELOCATION~~

~~Upon fifteen (15) business days notice Centel shall temporarily raise or lower its wires or other equipment upon the request of any person including without limitation, a person holding a building moving permit issued by Town. Centel may charge a reasonable rate for this service not to exceed its actual direct costs.~~

~~Section 14 — VACATION OF STREET~~

~~If a street or public way where Centel has facilities is vacated, eliminated, discontinued or closed, Centel shall be notified of same and all rights of Centel under this Franchise Ordinance to use same shall terminate and Centel shall immediately remove its system from such street or public way unless Centel obtains all necessary easements from the affected property owners to use the former street or public way or a court order the provision of such easements. Where reasonably possible and to the extent consistent with the treatment of other utility facilities in the former street or public way, Town shall reserve easements for Centel to continue to use the former street or public way. Centel shall bear the cost of any removal or relocation of its system unless the vacation is primarily for the benefit of a private party, in which case the private party shall bear such costs. Centel shall be provided thirty (30) days notice of any proposed vacation proceedings involving its facilities.~~

~~Section 15 — UNDERGROUND STREET CROSSING~~

~~Whenever Centel must place its system or other facilities beneath the traveled or paved portion of the streets or public ways, unless otherwise approved in advance by Town, Centel shall do so by boring and not by excavation of a trench in which to place cable conduit. Boring shall be done wherever possible, so that the excavations necessary for it are not in the paved portion of the right of way.~~

~~Section 16 — TREE TRIMMING~~

~~Centel may trim trees upon and overhanging the public ways pursuant to Town Code. Centel shall notify all adjacent property owners at least two (2) days in advance of its tree trimming; provided, however, in the event that the Town Manager has determined the existence of an emergency situation, such requirement of notice may be waived by the Town Manager.~~

~~Section 17 — CUSTOMER SERVICE STANDARDS~~

~~Subject to Applicable Law, Centel shall comply with all applicable Customer Service standards as established and made applicable to Centel by the Virginia State Corporation Commission.~~

~~Section 18 — GOVERNING LAW~~

~~In any controversy or dispute concerning the terms of the franchise, the laws of the Commonwealth of Virginia shall apply.~~

~~Section 19 — SEVERABILITY~~

~~In the event that any section, subsection, sentence, clause, phrase or a portion of the Franchise Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and will be severed from all other portions without affecting the validity of the remainder.~~

~~Section 20 — COMPLIANCE WITH LAWS~~

~~The validity of this ordinance, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Franchisee, shall be governed by Applicable Law.~~

~~Section 21 — SUCCESSORS OR ASSIGNEES~~

~~All the rights and privileges hereby granted to Centel may be exercised by an successor or assignees of Centel, but said successor or assignee shall be subject to the provisions, obligations, stipulations and requirements hereby~~

~~prescribed. The Town reserves the right to increase the required performance bond imposed hereunder for any successor or assignee.~~

~~Section 22 — FRANCHISE RIGHTS~~

~~The Town of Front Royal grants to Centel a franchise for local exchange telephone service, telecommunications service and related activities, and for no other purpose.~~

~~PUBLIC PASSENGER BUS SERVICE~~

~~Adopted 6-28-04; Renewed 8-24-09; 9-22-14; 11-25-19)~~

~~180-185 PUBLIC SERVICE BUS SERVICE FRANCHISE~~

~~Section 1 — FRANCHISE GRANTED~~

~~The Virginia Regional Transit, hereinafter known as "VRT", its lessees, successors and assigns, for the term and subject to the conditions and limitations hereinafter stated, is hereby granted a Franchise to occupy and use the streets, roads, avenues, alleys and other public places of the Town of Front Royal, Virginia, and to designate, maintain and use adjacent sidewalks for the operation of public passenger bus transportation services to the people of Front Royal utilizing the FTA-5311 Rural Transit Program (Section 5311 of the Federal Surface Transportation Efficiency Act).~~

~~Section 2 — PURPOSE OF THE FRANCHISE~~

~~The purpose of the Franchise is to permit VRT the right and privilege of operating a public passenger bus transportation service consisting of one or more passenger buses or mini-buses, wheelchair lift equipped and ADA compliant, driven by VRT employed drivers with commercial driver's licenses, within the Town of Front Royal, and such portions of Warren County as the Town, the County, and VRT shall mutually agree, subject to the conditions and agreements as hereafter set forth.~~

~~Section 3 — TERM OF FRANCHISE~~

~~The term of the Franchise shall be for a period of five (5) years from the effective date of this Ordinance. The Town Council adopted this ordinance November 25, 2019.~~

~~Section 4 — BUSES~~

~~For the purpose of providing public passenger bus service, VRT is authorized to operate buses capable of seating a minimum of thirteen (13) and a maximum of thirty-five (35) passengers along one or more routes to be determined by the Town following route surveys made by VRT. The buses shall be equipped with wheelchair lifts and shall be compliant with the Americans with Disabilities Act. The buses may bear such decorations, logos or insignias as shall be prescribed by Town Council. VRT shall perform such routine and appropriate maintenance of its bus(es) as shall be necessary to ensure uninterrupted, safe and effective service of this Franchise. VRT shall further employ drivers who have been appropriately trained and licensed for the operation of public passenger buses, who have been familiar with the Town of Front Royal and the route(s) established therein, who have been submitted to a criminal background investigation, initial drug screening, and who are subject to periodic random drug testing pursuant to Federal regulations.~~

~~Section 5 — REPAIRS~~

~~VRT shall promptly repair or replace any sidewalk, street, or other property of the Town which may be damaged or displaced by VRT in the operation of its public bus system. In the event that VRT fails or refuses to repair any damage to the property of the Town of Front Royal upon ten (10) days written notice to VRT, the Town may then undertake to repair or replace any damaged or displaced Town property, and the expense of such repairs or replacement shall be paid to the Town by VRT, and may be recovered in any manner prescribed by law, including application of the performance bond imposed hereunder.~~

~~Section 6 — INDEMNIFICATION~~

~~VRT agrees and bonds itself, by the acceptance of this Ordinance, to indemnify, keep and hold the Town of Front Royal free and harmless from liability on account of injury to persons or property growing out of the negligence of VRT, or its employees, or agents in the operation of its public bus service. Nothing herein, however, shall be construed to render VRT liable for the negligence of the Town of Front Royal, its agents or employees, or the negligence of other persons or entities.~~

~~Section 7 — MAINTENANCE~~

~~The rights and privileges set forth herein are granted to VRT upon the expressed condition and understanding that VRT will maintain its vehicles located within the Town of Front Royal in good and safe repair and order at all times during the terms of this Franchise Agreement.~~

~~Section 8 — INSPECTIONS~~

~~The Town of Front Royal, its employees or agents, shall have the right at any time to make inspections, upon reasonable notice, of VRT's buses or any part thereof.~~

~~Section 9 — ANNUAL PAYMENT AND OPERATION~~

~~VRT's operation under this Franchise Agreement shall be subject to an annual payment to the Town of Front Royal of ONE DOLLAR (\$1.00). The cost of operation of the Franchise shall be borne as follows:~~

~~A. Beginning on or about (November 25, 2019 and ending November 25, 2024), sixty eight percent (68%) of the hourly costs of the operation, as invoiced from VRT to the Town, shall be paid to VRT by Federal and State contributions under the FTA 5311 Program. Thirty two percent (32%) of the hourly costs shall be paid to the VRT by the Town of Front Royal from such general funds as may be required to total the thirty two percent (32%) local match.~~

~~B. VRT shall apply for capital asset grant assistance from the Virginia Department of Rail and Public Transportation to purchase an appropriate vehicle or vehicles for revenue service. The Town shall contribute the local match amount required to draw down such funding which traditionally has been and presently is 4%. The Town will be made aware of any such requirements or changes to the local match percentage prior to vehicle purchase commitment.~~

~~C. VRT shall replace revenue vehicles used under this Franchise in accordance with the Federal Transit Administration Useful Life Criteria as described in FTA Circular 5010.1D; and as approved through VRT's capital replacement grant requests through the Commonwealth of Virginia Department of Rail and Public Transportation.~~

~~D. In the event that VRT fails to receive funds for the cost operation of the Franchise in accordance with the payment schedule set forth above, and then VRT shall have the right to terminate the operation of the Franchise upon thirty (30) days prior written notice to the Town.~~

~~Section 10 — PASSENGER FARES~~

~~VRT drivers shall collect from each passenger a fare to be set and determined by the Town Council by resolution. In setting fares, the Town Council may establish separate rates for adults, senior citizens, persons with physical disabilities, students and children. Town Council may provide for the advance purchase of tickets or tokens to be used for the payment of fares by passengers.~~

~~Section 11 — SCHEDULES~~

~~VRT's bus(es) shall operate on such schedules(s) as shall be established and adopted by the Town Manager or his designee, pursuant to route surveys completed by VRT or by demand or both. Buses shall not operate on the following holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day and Christmas Day.~~

~~Section 12 — ROUTES AND STOPS~~

~~VRT's bus(es) shall operate on such route(s) and regularly make such scheduled stops at locations established by the Town Manager or his designee, pursuant to route surveys completed by VRT or by demand or both. VRT shall be responsible for the marking of regular bus stops by appropriate signage containing route name or number and schedule for stop, as shall be appropriate.~~

~~Section 13 — COMPLIANCE WITH LAWS~~

~~VRT and its drivers shall comply with all state and local traffic, registration, licensing and inspection laws, including, but not limited to, Sections 46.2-107, 46.2-694 and 46.2-695 of the Code of Virginia (1950), as amended.~~

~~Section 14 — INSURANCE~~

~~VRT, as a condition of Franchise approval, shall obtain and maintain throughout the term of the Franchise a General Liability insurance policy in the amount of not less than TEN MILLION DOLLARS (\$10,000,000.00) from an insurance provider approved to do business within the Commonwealth of Virginia, and shall name the Town of Front Royal as an additional insured party.~~

~~Section 15 — BOND~~

~~VRT, as a condition of Franchise approval, shall execute a bond in the amount of ONE THOUSAND DOLLARS (\$1,000.00) with security acceptable to the Town of Front Royal to ensure VRT's satisfactory performance of its obligation under this Franchise.~~

~~Section 16 — GOVERNING LAW~~

~~In any controversy or dispute concerning the terms of the Franchise, the laws of the State of Virginia shall apply.~~

~~Section 17 — SEVERABILITY~~

~~In the event that any section, subsection, sentence, clause, phrase or a portion of the Franchise Ordinance is for any reasons held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and will be severed from all other portions without affecting the validity of the remainder.~~

~~Section 18 — EQUAL OPPORTUNITY REQUIRED~~

~~VRT shall not refuse to hire, or employ, nor bar, nor discharge from employment, nor discriminate against any person, because of sex, race, creed, religion, age or national origin.~~

~~Section 19 ——— SUCCESSORS OR ASSIGNEES~~

~~The rights, privileges and obligations hereby granted to VRT may not be assigned without express written consent of the Town Council.~~

~~All rights and privileges hereby granted to VRT may be exercised by any successor or assignee of VRT but said successor or assignee shall be subject to the provisions, obligations, stipulations and requirements hereby prescribed. The Town reserves the right to increase the required performance bond imposed hereunder for any successor or assignee.~~

~~Section 20 ——— FRANCHISE RIGHTS~~

~~The Town of Front Royal grants to VRT an exclusive Franchise for the operation of a public passenger bus service and for no other purpose.~~

~~Section 21 ——— REMEDIES~~

~~A. The sole remedy for any violation of this Franchise shall be limited to the following. Upon the occurrence of any unexpired default in the obligations of the Franchise, Town shall have the right:~~

- ~~1. To compel the Franchisee by mandamus or injunction to cure and correct any violation or default of the terms and obligations of the Franchise;~~
- ~~2. To suspend or revoke the Franchise. Upon such revocation, the Franchise shall be automatically deemed null and void and have no force or effect, and Franchisee shall remove its equipment from Town as and when requested by Town.~~

~~B. In the event that the Town believes that grounds for suspension or revocation exist or have existed the Town may notify the Franchisee in writing set forth the nature and facts of such non compliance. If within thirty (30) days following such written notification that the Franchisee has not furnished reasonably satisfactory evidence that corrective action has been taken or is being actively and expeditiously pursued, or that the alleged violations did not occur, or that the alleged violations were beyond the Franchisee's control, the Town shall publish a notice setting forth the time, place, and general purpose of a public hearing to consider suspension or revocation of the Franchise notice of such hearing at least ten (10) days prior to such public hearing. The Franchisee and any interested person shall be entitled to be heard at such hearing. Upon a finding by the Town Council of uncorrected defaults in the terms and obligations under this Franchise, the Council shall have the option to suspend or revoke the Franchise.~~

THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION

APPROVED:

Lori A. Cockrell, Mayor

ATTEST:

Tina L. Presley, Clerk of Council

This Ordinance was approved at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on _____, 2024 upon the following recorded vote:

R. Wayne Sealock	☐ Yes ☐ No	H. Bruce Rappaport	☐ Yes ☐ No
Joshua L. Ingram	☐ Yes ☐ No	Melissa DeDomenico-Payne	☐ Yes ☐ No
Amber F. Morris	☐ Yes ☐ No	Glenn E. Wood	☐ Yes ☐ No

A public hearing on the above was held on _____ having been advertised in the Northern Virginia Daily on September 9 and September 16, 2024.

Approved as to Form and Legality:

George M. Sonnett, Jr., Town Attorney

Dated: _____



REGULAR COUNCIL MEETING CONSENT AGENDA STATEMENT

Meeting Date: September 23, 2024

Item# 10A

Agenda Item: Bid Award for De-Icing Road Salt

Summary: Council is requested to approve a bid for de-icing road salt to Morton Salt, Inc., at \$88.20 per ton.

Budget/Funding: Funding is available in the FY25 budget line item:

4500-45478 Streets Department, Snow Removal

Meetings: Work Session held September 3, 2024

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

Proposed Motion: I move that Council approve the bid award for de-icing road salt to Morton Salt, Inc., at \$88.20 per ton.

Moved _____ *Seconded* _____

VM Sealock _____ *Ingram* _____ *Morris* _____ *Rappaport* _____ *DeDomenico-Payne* _____ *Wood* _____



Town of Front Royal Public Works

MEMORANDUM

TO: Michelle Campbell, Purchasing Manager

CC: B.J. Wilson, Finance Director

FROM: Robert B Boyer, Public Works Director

DATE: August 12, 2024

SUBJECT: Recommendation to Award De-Icing Road Salt Bid

The town received 6 bids for De-icing Road salt, the lowest bidder was Morton Salt Inc. The town has used Morton Salt for the last couple of years and they're service, and delivery has been good. We recommend moving forward with awarding this bid to Morton Salt at a price of \$88.20 per ton delivered to the public works complex. This product allows the department to treat the town roads during winter weather events to keep the roads safe for motorists, there is funding currently available in budget code 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 #15-2024 DE-ICING ROAD SALT

BID OPENING DATE: July 23, 2024

BID OPENING TIME: 2:00 PM

		MORTON SALT, INC. CHICAGO, IL	EASTERN SALT CO. INC. LOWELL, MA	CARGILL INCORPORATED NORTH OLMSTED, OH	GOVERNMENT MLO SUPPLIES USA INC BETHESDA, MD	MID-ATLANTIC SALT LLC GLADWYNE, PA	DEICING DEPOT LLC DEERFIELD BEACH, FL	COMPASS MINERALS OVERLAND, KS
QTY	ITEM DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	DE-ICING ROAD SALT DELIVERED	\$88.20	\$105.00	\$98.74	\$92.89	\$92.00	\$98.00	NO BID
Total Bid		\$88.20	\$105.00	\$98.74	\$92.89	\$92.00	\$98.00	NO BID

*DENOTES NON-RESPONSIVE BID

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

Prepared by: Michelle Campbell, VCA

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



REGULAR COUNCIL MEETING CONSENT AGENDA STATEMENT

Meeting Date: September 23, 2024 Item#10B

Agenda Item: Bid Award for Water and Wastewater Treatment Chemicals

Summary: Council is requested to approve the following water and wastewater treatment chemicals at firm fixed pricing as follows:

- Chemrite Inc., Buford, GA: Sodium Permanganate \$778.45 / drum
- Univar Solutions USA, Inc., Morrisville, PA:
 - Polyaluminum Hydroxy Chlorosulfate
DeLPAC 2020 \$2.75 / gal
 - Sodium Hypochlorite \$2.23 / gal
 - Carbon (Aqua Nuchar) \$1,940 / ton
 - Sodium Fluoride \$3,301.54 / ton
 - Potassium Permanganate, Tech Grade \$4,920.00 / ton
- Momar, Inc., Atlanta, GA: Glycerin \$2.28 / gal
- USALCO, Baltimore, MD: DELPAC-XG \$4.75 / gal

Budget/Funding: Funding has been budgeted and is available in FY25 budget line items:

9601-45406	WTP Chemical Supplies	\$200,000
9801-45406	WWTP Chemicals	\$630,000

Meetings: Work Session held September 9, 2024

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

Proposed Motion: I move that Council approve the following water and wastewater treatment chemicals at firm fixed pricing as follows:

- Chemrite Inc., Buford, GA: Sodium Permanganate \$778.45 / drum
- Univar Solutions USA, Inc., Morrisville, PA:
 - Polyaluminum Hydroxy Chlorosulfate
DeLPAC 2020 \$2.75 / gal
 - Sodium Hypochlorite \$2.23 / gal
 - Carbon (Aqua Nuchar) \$1,940 / ton
 - Sodium Fluoride \$3,301.54 / ton
 - Potassium Permanganate, Tech Grade \$4,920.00 / ton
- Momar, Inc., Atlanta, GA: Glycerin \$2.28 / gal
- USALCO, Baltimore, MD: DELPAC-XG \$4.75 / gal

Moved _____ Seconded _____

VM Sealock _____ Ingram _____ Morris _____ Rappaport _____ DeDomenico-Payne _____ Wood _____

Memo



Town of Front Royal Public Works

TO: Michelle Campbell, Manager of Purchasing
FROM: Matthew McDunn, Water Treatment Plant Assistant Manager
CC: B.J. Wilson, Finance Director
DATE: 9/3/2024
RE: Recommendation To Award Chemical Supply Bids

The Town requested bids from various chemical suppliers for Water Treatment chemicals. These chemicals will be used to produce potable water that complies with State and Federal regulations. There were two most responsive and lowest priced bidders, Univar Solutions and Chemrite Inc. We recommend awarding the bid to Univar Solutions for the following chemicals: Polyaluminum Hydroxychlorosulfate (Delpac 2020) \$2.75/gallon; Sodium Hypochlorite \$2.23/gallon; Carbon \$1,940.00/Ton; Sodium Fluoride crystal \$3,301.54/Ton; Potassium Permanganate Tech Grade \$4,920.00/Ton. We recommend awarding the bid to Chemrite Inc. for the following chemical: Sodium Permanganate \$778.45/Drum.

The Town has used these suppliers in the past and they offer excellent service and chemical quality. The funding for these purchases is available in the Water Plant's operating budget, 9601-45406 Chemical Supplies.

If there are any further questions or concerns, please contact me at 540-636-7474.

Thank you,

Matthew McDunn

Memo



Town of Front Royal Public Works

TO: Robert Boyer, Public Works Director

FROM: Nathan Ruggles, Wastewater Manager

CC:

DATE: August 28, 2024

RE: Chemical Bid Tabulation

Robert B. Boyer
Nathan Ruggles

In regards to the 2024 chemical bid tabulation. I am in approval for Momar to provide glycerin and Usalco to provide Delpac-XG.

BID TABULATION



Town of Front Royal, VA

IFB #11-2024 CHEMICALS
BID OPENING DATE: 7/31/2024
BID OPENING TIME: 2:00 PM

	KUEHNE CHEMICAL CO INC. KEARNY, NJ	CHEMRITE INC. BUFORD, GA	MOMAR INC. ATLANTA, GA	SHANNON CHEMICAL CORP MALVERN, PA	UNIVAR SOLUTIONS USA INC MORRISVILLE, PA	BRENNTAG MID-SOUTH INC BEDFORD, VA	USALCO BALTIMORE, MD	ENVIRONMENTA L OPERATING SERVICES INC (EOSI) POCASASET, ME	SUFFOLK SALES & SERVICES CORP SUFFOLK, VA
DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
WATER TREATMENT CHEMICALS									
POLYALUMINUM HYDROXYCHLOROSULFATE EQUIVALENT TO DELPAC 2020, ESTIMATED 32,000 GALLONS					\$2.75 / GAL				
SODIUM HYPOCHLORITE ESTIMATED 54,000 GALLONS	\$3.95 / GAL				\$2.23 / GAL				
CARBON (AQUA NUCAR) ESTIMATED 4 TONS, 50# BAGS ONLY		\$2,989.00 / TON (MIN ORDER 1 PALLET 25X44LB BAGS)			\$1,940 / TON	\$3,118.50 / TON			
SODIUM FLUORIDE (CRYSTAL, ESTIMATED 6 TONS, 50 LBS BAG ONLY		\$3,358.00 (MIN ORDER 1 PALLET)			\$3,301.54 / TON	\$3,786.67 / TON			
POTASSIUM PERMANGANATE TECHNICAL GRADE ONLY, ESTIMATED 6 TONS, 55# PAILS		\$5,170.00 (MIN ORDER 1 PALLET)		\$6,427.27 / TON	\$4,920.00 / TON	*			
SODIUM PERMANGANATE ESTIMATED 8 DRUMS		\$778.45 / DRUM (MIN ORDER 4 DRUMS)		\$847.27 / DRUM	\$880.27 / DRUM	\$987.25 / DRUM			
WASTEWATER TREATMENT CHEMICALS									
GLYCERIN ESTIMATED 52,000 GALLONS			\$2.28 / GAL			*		\$2.72 / GAL	\$2.65 / GAL
DELPAC-XG ESTIMATED 18,000 GALLONS							\$4.7493 / GAL		

*DENOTES NON-RESPONSIVE BID

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

Prepared by: Michelle Campbell, VCA



REGULAR COUNCIL MEETING CONSENT AGENDA STATEMENT

Meeting Date: September 23, 2024

Item# 10C

Agenda Item: Bid Award for Various Types of Stone

Summary: Council is requested to approve a bid from Carmeuse Americas and Carmeuse Lime & Stone, for various types of stone for the streets, water and sewer maintenance departments for FY25 for an estimated annual amount of \$65,150.00.

Stone Description	Unit	Annual QTY (Estimate)	Unit Price	Extended Total Price (Estimate)
#26 CRUSHER RUN	TON	1000	\$8.75	\$8,750.00
#21B	TON	5000	\$8.75	\$43,750.00
#57	TON	600	\$12.00	\$7,200.00
CBR-30	TON		\$8.75	\$0.00
#21A PUGGED	TON		\$8.75	\$0.00
OGB	TON	100	\$12.00	\$1,200.00
CLASS 1	TON	100	\$25.00	\$2,500.00
CLASS 1A	TON	50	\$25.00	\$1,250.00
#3	TON	50	\$10.00	\$500.00
Estimated Annual Total		\$65,150.00		

Budget/Funding: Funding has been budgeted and is available for FY25 as follows:

4500-45407	Highway Maintenance - Repair & Maintenance Supplies	\$ 120,000
9602-45407	Water Maintenance - Repair & Maintenance Supplies	\$ 20,000
9802-45407	Sewer Maintenance – Repair & maintenance Supplies	\$ 20,000

Meetings: Work Session held September 9, 2024

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

Proposed Motion: I move that Council approve a bid from Carmeuse Americas and Carmeuse Lime & Stone, for various types of stone for the streets, water and sewer maintenance departments for FY25 for an estimated annual amount of \$65,150.00.

Moved _____ Seconded _____

VM Sealock _____ Ingram _____ Morris _____ Rappaport _____ DeDomenico-Payne _____ Wood _____

Memo



Town of Front Royal Public Works

TO: Michelle Campbell, Manager of Purchasing
FROM: Steve Scheulen, Infrastructure Manager
CC: BJ Wilson, Director of Finance
DATE: September 4, 2024
RE: IFB #19 – 2024 Stone

Public Works has reviewed bid tabulations for the purchase of stone aggregate needed for various maintenance projects and repairs. We request award to Carmeuse. Funding will be split between Water & Sewer 9602-5407, 9802-5407 and Streets 4500-5407.

Steve Scheulen, Infrastructure Manager

Robert Boyer, Director of Public Works



Town of Front Royal, VA

BID TABULATION

IFB #19-2024 STONE

BID OPENING DATE: AUGUST 20, 2024

BID OPENING TIME: 2:00 PM

BIDDER				Carmeuse			Heidelberg		
Item	Stone Description	Unit	Approx Ton/Haul	Unit Price / Ton	Equipment Hourly Rate (\$74.83 @ 42 mins.)	Extended Total Price	Unit Price / Ton	Equipment Hourly Rate (\$74.83 @ 24 mins.)	Extended Total Price
1	#26 CRUSHER RUN	TON	18	\$8.75	\$52.38	\$209.88	\$13.67	\$29.93	\$275.99
2	#21B	TON	18	\$8.75	\$52.38	\$209.88	\$15.25	\$29.93	\$304.43
3	#57	TON	18	\$12.00	\$52.38	\$268.38	\$20.26	\$29.93	\$394.61
4	CBR-30	TON	18	\$8.75	\$52.38	\$209.88	\$0.00	\$29.93	\$29.93
5	#21A PUGGED	TON	18	\$8.75	\$52.38	\$209.88	\$15.99	\$29.93	\$317.75
6	OGB	TON	18	\$12.00	\$52.38	\$268.38	\$20.57	\$29.93	\$400.19
7	CLASS 1	TON	18	\$25.00	\$52.38	\$502.38	\$30.17	\$29.93	\$572.99
8	CLASS 1A	TON	18	\$25.00	\$52.38	\$502.38	\$41.50	\$29.93	\$776.93
9	#3	TON	18	\$10.00	\$52.38	\$232.38	\$19.70	\$29.93	\$384.53
Total Base Bid				\$2,613.42			\$3,457.35		

***DENOTES NON-RESPONSIVE BID**

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

Apparent Low Bidder: Carmeuse

Prepared By: Michelle Campbell, VCA



REGULAR COUNCIL MEETING CONSENT AGENDA STATEMENT

Meeting Date: September 23, 2024

Item#10D

Agenda Item: Request from Salvation Army to Waive the SUP Application Fee for Proposed Mural at 296 South St

Summary: Council has received a request from Captain Ann Hawk, Corps Officer of the Salvation Army to waive the \$400.00 Special Use Permit (SUP) application fee required for a new mural proposed for the Salvation Army Family Store located at 296 South Street.

Budget/Funding: 1000-3130306 General Fund Revenue – Zoning Income

Meetings: Work Session held September 3, 2024

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

Proposed Motion: Identifying that the Salvation Army is a tax exempt, nonprofit organization, I move that Council approve the waiver of the \$400.00 Special Use Permit (SUP) application fee required for a new mural proposed for the Salvation Army Family Store located at 296 South Street.

Moved _____ Seconded _____

VM Sealock _____ Ingram _____ Morris _____ Rappaport _____ DeDomenico-Payne _____ Wood _____



DOING
THE MOST
GOOD™



William Booth, *Founder*
Lyndon Buckingham, *General*
Commissioner Kelly Igleheart, *Territorial Commander*
Lt. Colonel Allan Hofer, *Divisional Commander*
Captain Ann Hawk, *Corps Officer*

July 26, 2024

Attention: Joe Waltz
Town Manager
Town of Front Royal

Dear Mr. Waltz,

May this letter act as a formal request to exempt the fees corresponding to creation of a new mural at The Salvation Army Family Store.

Over the past two years, numerous civic groups and local community members have come together to support the renovation of our Front Royal Salvation Army. More than \$40,000 was raised to rebuild the entire facade of the store and repaint the building as well. Simultaneously, Front Royal's Advisory Committee for Environmental Sustainability (ACES) helped remove dead trees and replace them with above ground planters filled with multi-stem crape myrtles. Those planters were then painted with native flowers by students from Randolph-Macon Academy's ARTATAK team. The results of these projects have significantly improved the look and feel of the entire property, which now visually portrays the importance and value that the Salvation Army brings to our community.

One final piece of this multi-phase project remains that we are all very excited about, and that is the addition of a mural to the west-facing outer wall of the store. Whitney Waller is taking the lead on that mural. Previously a DC based artist, Waller moved to Browntown in 2016, then into the town of Front Royal in 2019. She is involved in multiple downtown art initiatives, such as the burgeoning Stone Branch Center for the Arts and the current group show at Melissa Ichiuji's Gallery, and can frequently be found drawing musicians on weekends at many downtown businesses.

The proposed mural will consist of an adult black bear and its cub embracing the Salvation Army shield. The shield will be in color and will adhere to Salvation Army's branding standards. The scene will be bordered by a row of native Virginia Bluebells. See mock-up below. With the prospective mural wall facing traffic on South Street, one of Front Royal's main corridors for accessing Shenandoah National Park, we feel that highlighting our native wildlife and flora aligns well with our Town's connectivity to the great outdoors, the Appalachian Trail, and our "Settle In, Venture Out" motto.

The mural will be approximately 14.5' x 18.5' in size, in gray, black, and white, with the shield and bluebells in color.

The mural will be entirely funded by community donors and will require 5 days to complete. Painting the mural will not impede traffic flow or parking. Safety of the artist will be prioritized at all times.

Recognizing that this mural, as well as the aforementioned beautification projects on the same property, have been a community-led effort, and recognizing that these improvements along a high-visibility corridor in Front Royal will add considerable value to our Town's image to both the local community and visitors, we would like to request an exemption of any Town fees associated with the mural approval process.

Thank you for your time and consideration of this project.

Captain Ann Hawk, Corps Officer, The Salvation Army, 540-323-4095, Ann.Hawk@uss.salvationarmy.org

Justin Proctor, ACES Member, 607-229-6255, c.justin.proctor@gmail.com

Whitney Waller, Artist





TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING
102 EAST MAIN STREET
P.O. BOX 1560
FRONT ROYAL, VA 22630

RECEIVED
AUG 15 2024
TOWN OF FRONT ROYAL
PLANNING & ZONING DEPARTMENT
Internet: www.frontroyalva.com

SUP #2400483

SPECIAL USE PERMIT REQUEST

APPLICANT
NAME The Salvation Army PHONE 540-635-4020
ADDRESS 357 Cloud St. Front Royal
E-MAIL frontroyalva@us.salvationarmy.org

PROPERTY DESCRIPTION
PROPERTY ADDRESS South
296 ~~Street~~ STREET
TAX MAP - SECTION 20A816B BLOCK - LOT -
SUBDIVISION NAME - ACREAGE .1286

REQUEST C-1
ZONING DISTRICT SOUTH RIVER
PROPOSED USE OF PROPERTY NEW MURAL
SPECIFIC SPECIAL USE PERMIT REQUEST MURAL ON WEST
SIDE OF BUILDING. PLEASE SEE
ATTACHED SHEET FOR MORE DETAILS.

ATTACHMENTS --The following must be submitted with the application. Additional information may be required depending on the nature of the request.

1. Survey/Plat of property showing all **existing** improvements.
(10 copies if larger than 11" X 17")
2. Site Plan Application → REQUESTING EXEMPTION
3. Application Fee of \$400.00 (Checks payable to the Town of Front Royal)
4. Additional information as required by the Department of Planning & Zoning.

CERTIFICATION

I certify that the information provided with this application is correct to the best of my knowledge and should the special use permit be granted, the project will comply with the conditions imposed upon it and will be implemented only as approved by Town Council.

Signature *[Signature]* Date 7/6/24

By submitting this application, the applicant grants permission to Town officials and employees to enter upon the property, which is the subject of this application, during reasonable hours and for purposes related to the application process.

Receipt # Pd \$400.00 CK#1004 Date Paid 8-15-24

To the Town of Front Royal,

Over the past two years, numerous civic groups and local community members have come together to support the renovation of our Front Royal Salvation Army. More than \$40,000 was raised to rebuild the entire facade of the store and repaint the building as well. Simultaneously, Front Royal's Advisory Committee for Environmental Sustainability (ACES) helped remove dead trees and replace them with above ground planters filled with multi-stem crape myrtles. The results of these projects have significantly improved the look and feel of the entire property, which now visually portrays the importance and value that the Salvation Army brings to our community.

One final piece of this multi-phase project remains that we are all very excited about, and that is the addition of a mural to the west-facing outer wall of the store. Whitney Waller is taking the lead on that mural. Previously a DC based artist, Waller moved to Browntown in 2016, then into the town of Front Royal in 2019. She is involved in multiple downtown art initiatives, such as the developing Stone Branch Center for the Arts and the current group show at Melissa Ichiuji's Gallery, and can frequently be found drawing musicians on weekends at many downtown businesses.

The proposed mural will consist of an adult black bear and its cub embracing the Salvation Army shield. The shield will be in color and will adhere to Salvation Army's branding standards. The scene will be bordered by a row of native Virginia Bluebells. See mock-up below. With the prospective mural wall facing traffic on South Street, one of Front Royal's main corridors for accessing Shenandoah National Park, we feel that highlighting our native wildlife and flora aligns well with our Town's connectivity to the great outdoors, the Appalachian Trail, and our "Settle In, Venture Out" motto.

The mural will be approximately 14.5' x 18.5' in size, in gray, black, and white, with the shield and bluebells in color.

The mural will be entirely funded by community donors and will require 5 days to complete. Painting the mural will not impede traffic flow or parking. Safety of the artist will be prioritized at all times. The mural has been approved by the Salvation Army Board of Directors.

Thank you for your time and consideration of this project.

Captain Ann Hawk, Corps Officer, Potomac Division, 540-323-4095, Ann.Hawk@uss.salvationarmy.org

Justin Proctor, ACES Member, 607-229-6255, c.justin.proctor@gmail.com

Whitney Waller, Artist

(Mural mockup on next page)



additional unlimited wall signs may be permitted, within the maximum area permitted by Section 175-106B.2.b[3], as part of a coordinated design package, reviewed in conjunction with the Special Permit. Such structures previously granted a Special Permit may apply for additional signage by amendment to the Special Permit.

(Amended [1] 6-26-95 and 7-28-03-Effective Upon Passage)

- [2] Types of Signs Permitted: Wall, ground mounted, monument style, projecting, window, awning, canopy, marquee, permitted temporary, sandwich board, and traditional flag.

(Amended by adding "sandwich board style signs" 11-22-10-Effective Upon Passage)

(Amended by adding "traditional flag" 1-9-12-Effective Upon Passage)

[3] Maximum Size of Signs:

- [a] Wall or Marquee Sign: One (1) square foot per linear foot of building width on which the sign is to be attached, up to a maximum of sixty (60) square feet of signage on any building elevation which fronts on a public street or parking area; provided, however, that the maximum size of any wall sign for a business located within 1,000 feet of the right-of-way of Interstate 66 shall be 120 square feet. In addition to the basic 60 square feet sign area, structures permitted by Special Permit with a gross floor area of 50,000 square feet or more, may be permitted to increase the total wall sign area, calculated as described herein, not to exceed 120 square feet of additional area, for a maximum total of 180 square feet. Such additional sign area shall be permitted only as part of a coordinated design package reviewed in conjunction with the Special Permit application. Such structures previously granted a Special Permit for increased building area may apply for additional sign area by amendment to the Special Permit. Artistic murals containing business or product advertising may be approved for a size exceeding sixty (60) square feet by special permit, pursuant to Section 175-136, when located outside the Historic Overlay District or by the Board of Architectural Review, pursuant to Section 175-88, when located within the Historic Overlay District.

(Amended [a] 11-8-93, 6-26-95, 5-28-02 and 7-28-03-Effective Upon Passage)

- [b] Ground Mounted or Monument Signs: On lots with 100 feet or more of lot width, one (1) square foot per three (3) linear feet of lot width on the side where the sign is to be located, up to a maximum size of sixty (60) square feet and a maximum height of twenty (20) feet. Lots with less than 100 feet of lot width shall conform to the maximum size in Section 175-106A.9.a.[1]. On shared signs permitted pursuant to Section 175-106B.2.h. a maximum size of sixty (60)



REGULAR COUNCIL MEETING CONSENT AGENDA STATEMENT

Meeting Date: September 23, 2024

Item# 10E

Agenda Item: DMV Matching Grant for Police Department and FY24 Budget Amendment

Summary: Council is requested to approve a DMV (Division of Motor Vehicles) matching grant for the Police Department in the amount of \$37,798.

The Police Department applies annually to the Division of Motor Vehicles (DMV) for matching grant funds for specific enforcement of speed and impaired driving. The funds pay (through reimbursement) for overtime costs associated with the selective enforcement efforts. The tentative grant agreements are for October 1, 2024 through September 30, 2025, and are as follows:

- Police Traffic services/ Speed Enforcement \$20,198
- Alcohol Enforcement \$17,600

Budget/Funding: Each grant area requires a 50% match from the Town, normally fulfilled through gas and vehicle maintenance costs.

FY 25 Budget Amendment

1000-3310010	General Rund Grant Proceeds	\$37,798
3102-41002	Police Patrol Overtime	\$37,798

Meetings: Work Session held September 9, 2024

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

Proposed Motion: I move that Council approve the Division of Motor Vehicles (DMV) matching grant funds for specific enforcement of speed and impaired driving for overtime costs associated with the selective enforcement efforts in the amount of \$37,798 (Police Traffic Services/Speed Enforcement: \$20,198 and Alcohol Enforcement: \$17,600) and approve a FY 24 budget amendment in the amount of \$ 37,798.

Moved _____ Seconded _____

VM Sealock _____ Ingram _____ Morris _____ Rappaport _____ DeDomenico-Payne _____ Wood _____



www.dmvNow.com
Virginia Department of Motor Vehicles
Post Office Box 27412
Richmond, Virginia 23269-0001

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): 69A37523300001540VAA
Project Title: Selective Enforcement - Alcohol	Project Number: ENF_AL-2025-55150-25150
Assistance Listing Number (ALN): 20.607 ALN Name: Alcohol Open Container Requirements	Grant Award Amount: \$17,600.00 Federal Funds Obligated: \$17,600.00 Total Federal Funds Obligated: \$17,600.00
Period of Performance: From October 1, 2024, or the date the Highway Safety Grant Agreement is signed by the Director, Virginia Highway Safety Office (whichever is later) through September 30, 2025. Allow 21 days for the Department to complete its review and signature. FINAL VOUCHER IS DUE ON OR BEFORE NOVEMBER 5, 2025.	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, 2024

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:

Zachary M. King, Captain
Name and Title of Project Director (print)

[Signature]
Signature

8/28/2024
Date

Subrecipient's UEI Number N7VQXJM58JP6
Does your locality/legal entity expend 1,000,000 or more annually in total federal funds during its fiscal year? (check one) ☐ Yes ☒ No

Name and Title of Authorized Approving Official (print)

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: 22-JUL-2024

ENF_AL-2025 - 55150 - 25150 - Front Royal
Town

PM: Seppo Karkkainen

Project Director Initials ZK Date 8/28/2024

Category	Line Item Desc	Qty	Individual Cost	Total Cost	Fed Fund Amount	Matching Funds
Personnel	Enforcement Overtime Hours	300	16,200.00	16,200.00	16,200.00	0.00
Training / Travel	To attend DMV approved training	1	800.00	800.00	800.00	0.00
Equipment	Preliminary Breath Testing Device	1	600.00	600.00	600.00	0.00
Matching Funds	Fuel and Maintenance	1	8,800.00	8,800.00	0.00	8,800.00
			Total:	26,400.00	17,600.00	8,800.00

Subrecipient Name: Town of Frost Royal Project #: ENF-AL-2025-55150-25150

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, 2024 through December 31, 2024

Estimated 80 number of overtime hours to be used

Estimated 0 number of checkpoints

Estimated 13 number of saturation/individual patrols

For January 1, 2025 through March 31, 2025

Estimated 70 number of overtime hours to be used

Estimated 0 number of checkpoints

Estimated 11 number of saturation/individual patrols

For April 1, 2025 through June 30, 2025

Estimated 70 number of overtime hours to be used

Estimated 0 number of checkpoints

Estimated 11 number of saturation/individual patrols

For July 1, 2025 through September 30, 2025

Estimated 80 number of overtime hours to be used

Estimated 0 number of checkpoints

Estimated 13 number of saturation/individual patrols

- b. To conduct a minimum of 0 checkpoints and/or 1 saturation/individual patrols during each of the mandatory national Click It or Ticket Campaign period in November 2024 and May 2025. Pre and post survey will be required. Campaign summons data must be entered into TREDs (Traffic Records Electronic Data System).
- c. To conduct a minimum of 0 checkpoints and/or 1 saturation/individual patrols for each of the mandatory national Drive Sober or Get Pulled Over (DSOGPO) Campaigns for Super Bowl, St. Patrick's Day, Fourth of July, December 2024 and August 2025, and National Distracted Driving campaign Put the Phone Away or Pay in April 2025. Campaign summons data must be entered into TREDs.

Project Director

JK
Initial

8/28/2024
Date

Subrecipient Name: Town of Front Royal Project #: ENF-AL-2025-55150-25150

- d. To have 1 (number) sworn officers attend 1 (number) DMV approved traffic safety-related training events (e.g., DUI training, Virginia Highway Safety Summit, Small Agency Symposium, and other alcohol related training upon DMV Program Manager approval). The funding must be approved in accordance with the grant budget.
- e. Increase number of breath testing units in active use from 12 to 13. (If approved, all units must be ordered by December 31, 2024, and put in service by March 31, 2025). The funding must be approved in accordance with the grant budget.

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

a. **ALCOHOL**

STATEWIDE GOAL: Reduce alcohol impaired driving fatalities 2 percent from 250 to 245 by December 31, 2025.

AGENCY GOAL:

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

☐ To reduce alcohol-impaired driving fatalities by **2 percent** from _____ to _____ by December 31, 2025. (Please use whole numbers.)

☐ To maintain **0** alcohol-impaired driving fatalities.

☒ To assist Warren (county/city) in reducing overall alcohol-impaired driving fatalities. (To be used by towns that do not have any fatalities.)

- b. Subrecipient must participate in mandatory national Drive Sober or Get Pulled Over (DSOGPO) Campaigns for Super Bowl, St. Patrick's Day, Fourth of July, December 2024, and August 2025, and National Distracted Driving campaign Put the Phone Away or Pay in April 2025. Campaign summons data must be entered into TREDs within timeframes specified.
- c. Subrecipient must participate in the national Click It or Ticket (CIOT) activities (November 2024 and May 2025) to include completion of pre and post seatbelt surveys and submit selective enforcement and survey data electronically through TREDs within timeframes specified.
- d. **BASED ON ALCOHOL-RELATED CRASH DATA** (using crash data from VAHSO or other approved local crash information):

70 percent of alcohol selective enforcement activities are to be conducted

between the hours of 3pm to 6am

with special emphasis on the following days of the week: Thu-Sun.

The remaining 30 percent of selective enforcement hours may be scheduled during other DMV approved identified high-crash time periods.

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

Project Director JMK
Initial

8/28/2024
Date

Subrecipient Name: Town of Front Royal Project #: ENF-AL-2025-55150-25150

- f. Enforcement is to be conducted using data-identifying problem locations.
- g. Grant-funded equipment must be ordered by December 31, 2024, and put in service by March 31, 2025. Documentation concerning use must be maintained. The funding must be approved in accordance with the grant budget.
- h. Reimbursement vouchers will be submitted _____ monthly or X quarterly. Only check one option and this option will be effective for the entire FY2025 grant year.
- i. Subrecipient is encouraged to conduct community collaborative events within their local communities. The purpose of the community collaborative events is to expand the highway safety message and engage the community on highway safety initiatives. There are numerous ways to achieve this, to include but not limited to, community events such as Coffee with Cop, National Night Out, social media events, etc. These events are designed to build the community and are effective ways to share highway safety information, distribute educational materials and to obtain feedback from the community. Data identification of the highway safety problem (who, what, where, and why) should be utilized as community collaborative events are established. The community collaborative events must actively engage the audience identified in the data analysis.

Document the number of events, contacts made, indicate if follow-up is required, and if feedback was received. A description of the event, results what type of data collected and how the data was utilized must be documented on the grantee progress and monitoring report (TSS 14A). At least one community collaborative event is encouraged to be completed by September 30, 2025.

- j. To assist with educational highway safety messaging with posting at least 1 highway safety message(s) per quarter on social media platform(s), agency website, local business, community organizations, etc.
- k. Subrecipient must submit a completed monitoring report (TSS 14-A) to their DMV Project Monitor by specific assigned quarterly dates of January 31, April 30, July 31, and November 5, 2025.
- l. Subrecipient must attend all mandatory DMV grant-related trainings.

Project Director

ZK

Initial

8/28/2024

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 a per-unit acquisition cost of \$10,000 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 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 Department.

Project Director's Initials *Zuk* Date 8/28/24

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 \$1,000,000 or more under Federal grant awards (single or multiple awards) during its fiscal 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 U.S. General Services Administration (GSA) at <https://www.fac.gov/> (effective October 1, 2023). 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 BK Date 8/28/24

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 and applies to subrecipients.
- 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.

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- C. All payments will be made in accordance with the terms of the Grant Agreement.

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 Federal negotiated indirect cost rate. A non-federal Subrecipient that does not have a current Federal negotiated indirect cost rate, may submit a letter requesting a de minimis indirect cost rate of up to 15% of modified total direct costs which may be used indefinitely (2 CFR § 200.414(f)). Recipients and subrecipients are not required to use the de minimis rate. 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.

- J. 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 cost share (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.
- K. 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

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be submitted to the DMV Grants Management Office. Subrecipient agrees to submit the final 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.

- L. 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.
- M. 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.
- N. 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

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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,

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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

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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
 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.

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- 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.

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.

Project Director's Initials ZK Date 8/28/24

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.

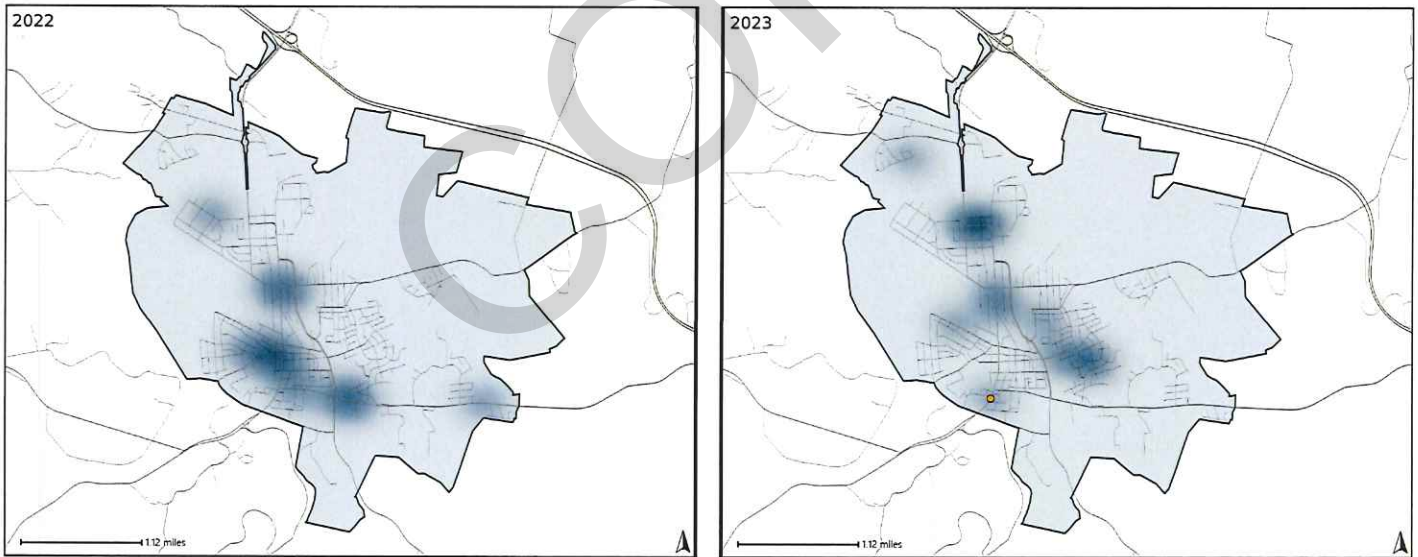
Project Director's Initials ZWK Date 8/28/24

Staunton Region

August, 2024

Front Royal Alcohol Crash Statistics

Available Crash Data - Calendar Year	2020	2021	2022	2023
Alcohol Crashes	14	9	10	12
Alcohol Fatal Crashes	No Alcohol Fatalities	No Alcohol Fatalities	No Alcohol Fatalities	No Alcohol Fatalities
Highest Time Period(s)				
Highest Day(s)				
Highest Month(s)				
Alcohol Serious Injury Crashes	2	2	No Alcohol Serious Injuries	1
Highest Time Period(s)	6:00pm - 8:59pm (100%)	6:00pm - 8:59pm Midnight - 2:59am (100%)		6:00pm - 8:59pm (100%)
Highest Day(s)	Monday • Saturday (100%)	Friday • Sunday (100%)		Thursday (100%)
Highest Month(s)	December • November (100%)	June • September (100%)		April (100%)
Alcohol Injury Crashes	4	4	No Alcohol Injuries	2
Highest Time Period(s)	6:00pm - 8:59pm (50%)	Midnight - 2:59am (50%)		3:00pm - 5:59pm 6:00pm - 8:59pm (100%)
Highest Day(s)	Friday • Monday (50%)	Monday (50%)		Thursday (100%)
Highest Month(s)	December • March (50%)	April • August (50%)		April • October (100%)



- 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.

Front Royal Alcohol Crash Statistics

2022 Fatal Crashes - Calendar Year

No fatal crashes occurred.

2023 Fatal Crashes - Calendar Year

No fatal crashes occurred.

2022 Serious Injury Crashes - Calendar Year

No serious injury crashes occurred.

2023 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
ROYAL AVE	STEELE 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.

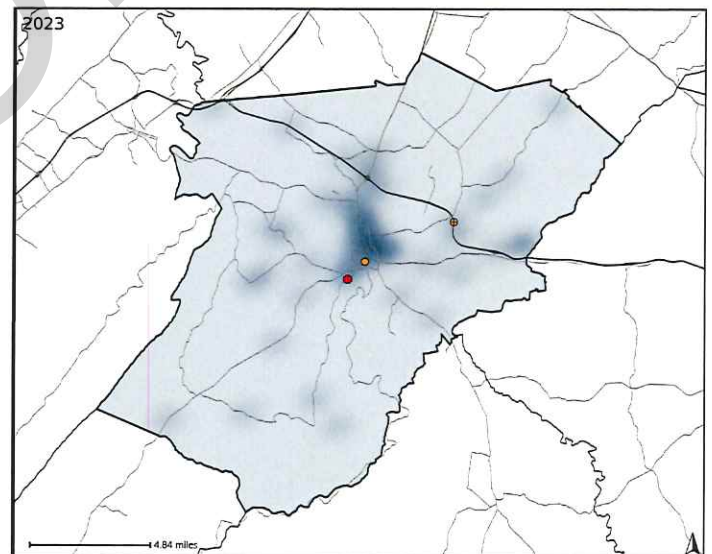
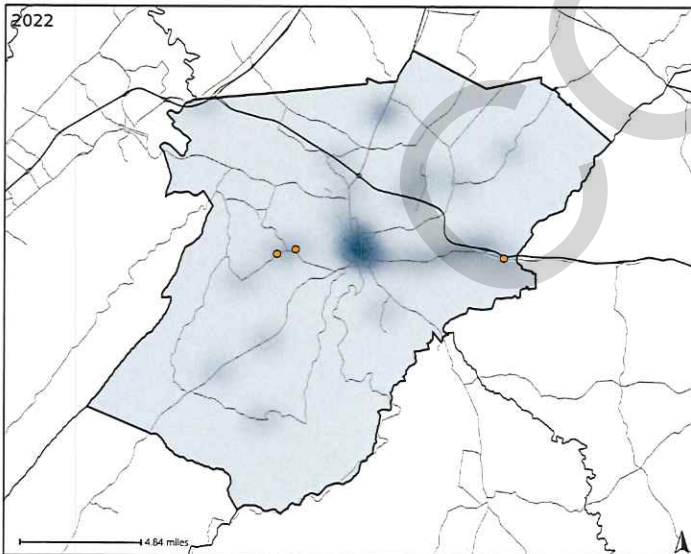
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Staunton Region

August, 2024

Warren County Alcohol Crash Statistics

Available Crash Data - Calendar Year	2020	2021	2022	2023
Alcohol Crashes	42	29	31	47
Alcohol Fatal Crashes	No Alcohol Fatalities	2	No Alcohol Fatalities	1
Highest Time Period(s)		9:00am - 11:59am 9:00pm - 11:59pm (100%)		Midnight - 2:59am (100%)
Highest Day(s)		Sunday • Wednesday (100%)		Sunday (100%)
Highest Month(s)		July • June (100%)		December (100%)
Alcohol Serious Injury Crashes	7	4	3	2
Highest Time Period(s)	6:00pm - 8:59pm (43%)	3:00am - 5:59am 6:00pm - 8:59pm (50%)	3:00am - 5:59am 6:00pm - 8:59pm (66%)	6:00pm - 8:59pm 9:00pm - 11:59pm (100%)
Highest Day(s)	Friday • Saturday (58%)	Sunday (50%)	Friday • Saturday (66%)	Sunday • Thursday (100%)
Highest Month(s)	November (43%)	January • June (50%)	February (67%)	April • December (100%)
Alcohol Injury Crashes	25	15	8	22
Highest Time Period(s)	6:00pm - 8:59pm (28%)	6:00pm - 8:59pm (27%)	9:00pm - 11:59pm (50%)	9:00pm - 11:59pm (32%)
Highest Day(s)	Friday (36%)	Monday • Saturday (40%)	Saturday (50%)	Sunday • Thursday (54%)
Highest Month(s)	December • November (40%)	April • August (40%)	February • September (50%)	December • June (28%)



- 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.


This report was generated by the
Center for Geospatial Information Technology

Warren County Alcohol Crash Statistics

2022 Fatal Crashes - Calendar Year

No fatal crashes occurred.

2023 Fatal Crashes - Calendar Year

Street	Cross Street	Count
BROWNTOWN RD		1

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

2022 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
JOHN MARSHALL HWY		1
CATLETT MOUNTAIN RD	STOOTS LN	1
RIVERMONT DR		1

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

2023 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
ROYAL AVE	STEELE AVE	1
I-66		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.

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): 69A37525300004020VA0
Project Title: Selective Enforcement - Police Traffic Services	Project Number: BPT-2025-55091-25091
Assistance Listing Number (ALN): 20.600 ALN Name: State and Community Highway Safety	Grant Award Amount: \$20,198.00 Federal Funds Obligated: \$ 20,198.00 Total Federal Funds Obligated: \$ 20,198.00
Period of Performance: From October 1, 2024, or the date the Highway Safety Grant Agreement is signed by the Director, Virginia Highway Safety Office (whichever is later) through September 30, 2025. Allow 21 days for the Department to complete its review and signature. FINAL VOUCHER IS DUE ON OR BEFORE NOVEMBER 5, 2025.	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, 2024

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:

Zachary M King, Captain
Name and Title of Project Director (print)

[Signature]
Signature

8/28/24
Date

Subrecipient's **UEI Number** N7VQXJM58JP6
Does your locality/legal entity expend 1,000,000 or more annually in total federal funds during its fiscal year? (check one) ☐ Yes ☒ No

Name and Title of Authorized Approving Official (print)

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: 22-JUL-2024

BPT-2025 - 55091 - 25091 - Front Royal Town

PM: Seppo Karkkainen

Project Director Initials Zmk

Date 8/28/24

Category	Line Item Desc	Qty	Individual Cost	Total Cost	Fed Fund Amount	Matching Funds
Personnel	Enforcement Overtime Hours	250	13,500.00	13,500.00	13,500.00	0.00
Personnel	Community Engagement Overtime Hours	24	1,298.00	1,298.00	1,298.00	0.00
Equipment	Stalker Dual SL Radar Unit	2	5,400.00	5,400.00	5,400.00	0.00
Matching Funds	Fuel and Maintenance	1	10,099.00	10,099.00	0.00	10,099.00
			Total:	30,297.00	20,198.00	10,099.00

Subrecipient Name: Town of Front Royal Project #: BPT-2025-55091-25091

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, 2024 through December 31, 2024

Estimated 74 number of overtime hours to be used

Estimated 0 number of checkpoints

Estimated 11 number of saturation/individual patrols

Estimated 8 number of community/public engagement hours (requires approved CE budget line)

For January 1, 2025 through March 31, 2025

Estimated 74 number of overtime hours to be used

Estimated 0 number of checkpoints

Estimated 11 number of saturation/individual patrols

Estimated 8 number of community/public engagement hours (requires approved CE budget line)

For April 1, 2025 through June 30, 2025

Estimated 60 number of overtime hours to be used

Estimated 0 number of checkpoints

Estimated 10 number of saturation/individual patrols

Estimated 0 number of community/public engagement hours (requires approved CE budget line)

For July 1, 2025 through September 30, 2025

Estimated 74 number of overtime hours to be used

Estimated 0 number of checkpoints

Estimated 11 number of saturation/individual patrols

Estimated 8 number of community/public engagement hours (requires approved CE budget line)

- b. To conduct a minimum of 0 checkpoints and/or 1 saturation/individual patrols during each of the mandatory national Click It or Ticket Campaign period in November 2024 and May 2025. Pre and post survey will be required. Campaign summons data must be entered into TREDs (Traffic Records Electronic Data System).

Project Director 
Initial

8/28/24
Date

Subrecipient Name: Town of Front Royal Project #: BPT-2025-55091-25091

- c. To conduct a minimum of 0 checkpoints and/or 1 saturation/individual patrols for each of the mandatory national Drive Sober or Get Pulled Over (DSOGPO) Campaigns for Super Bowl, St. Patrick's Day, Fourth of July, December 2024, and August 2025, and National Distracted Driving campaign Put the Phone Away or Pay in April, 2025. Campaign summons data must be entered into TREDS.
- d. To have 0 (number) of sworn officers attend 0 (number) DMV approved traffic safety related training events (e.g., Virginia Highway Safety Summit, Radar Certification Schools, Small Agency Symposium, and other speed/occupant protection focus safety related training (DMV Program Manager approval required). The funding must be approved in accordance with the grant budget.
- e. Increase number of speed measurement (RADAR and LIDAR, only) devices in active use from 9 to 11. (If approved, all units must be ordered by December 31, 2024, and put in service by March 31, 2025). The funding must be approved in accordance with the grant budget.

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

a. **POLICE TRAFFIC SERVICES**

STATEWIDE GOAL:

- Reduce unrestrained passenger vehicle occupant fatalities in all seating positions 2 percent from 332 to 325 by December 31, 2025.
- Reduce speed-related fatalities by 3 percent from 280 to 272 by December 31, 2025.

AGENCY GOAL:

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

☒ To reduce unrestrained passenger vehicle occupant fatalities by **2 percent** from 1 to 0 by December 31, 2025. (Please use whole numbers.)

☐ To reduce speed-related fatalities by **3 percent** from _____ to _____ by December 31, 2025. (Please use whole numbers.)

☐ To maintain **0** highway safety related fatalities.

☒ To assist Warren (county/city) in reducing overall highway safety related fatalities. (To be used by towns that do not have any fatalities.)

- b. Subrecipient must participate in mandatory national Drive Sober or Get Pulled Over (DSOGPO) Campaigns for Super Bowl, St. Patrick's Day, Fourth of July, December 2024 and August 2025, and National Distracted Driving campaign Put the Phone Away or Pay in April 2025. Campaign summons data must be entered into TREDS within timeframes specified.
- c. Subrecipient must participate in the national Click It or Ticket (CIOT) campaign activities (November 2024 and May 2025) to include completion of the pre and post seatbelt surveys and submit selective enforcement and survey data electronically through TREDS within timeframes specified.

Project Director

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Initial

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Date

Subrecipient Name: Town of Front Royal Project #: BPT-2025-55091-25091

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

100 percent of highway safety related selective enforcement activities are to be conducted between the hours of midnight and 11:59pm

with special emphasis on the following days of the week: Mon - Sun

The remaining 0/14 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-identifying problem locations.
- g. Grant-funded equipment must be ordered by December 31, 2024 and put in service by March 31, 2025. Documentation concerning use must be maintained.
- h. Reimbursement vouchers will be submitted monthly or X quarterly. Only check one option and this option will be effective for the entire FY2025 grant year.
- i. Subrecipient is encouraged to conduct community collaborative events within their local communities. The purpose of the community collaborative events is to expand the highway safety message and engage the community on highway safety initiatives. There are numerous ways to achieve this, to include but not limited to, community events such as Coffee with Cop, National Night Out, social media events, etc. These events are designed to build the community and are effective ways to share highway safety information, distribute educational materials and to obtain feedback from the community. Data identification of the highway safety problem (who, what, where, and why) should be utilized as community collaborative events are established. The community collaborative events must actively engage the audience identified in the data analysis.
- Document the number of events, contacts made, indicate if follow-up is required, and if feedback was received. A description of the event, results what type of data collected and how the data was utilized must be documented on the grantee progress and monitoring report (TSS 14A). At least one community collaborative event is encouraged to be completed by September 30, 2025.
- j. Any community/ public engagement (CE) hours in the approved grant budget must be utilized to conduct community collaborative events (written plan must be submitted to DMV Program Manager).
- k. To assist with educational highway safety messaging with posting at least 1 highway safety message(s) per quarter on social media platform(s), agency website, local business, community organizations, etc.
- l. Subrecipient must submit a completed monitoring report (TSS 14-A) to their DMV Project Monitor by specific assigned quarterly dates of January 31, April 30, July 31, and November 5, 2025.
- m. Subrecipient must attend all mandatory DMV grant-related trainings.

Project Director

JK

Initial

8/28/24

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 a per-unit acquisition cost of \$10,000 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 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 Department.

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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 \$1,000,000 or more under Federal grant awards (single or multiple awards) during its fiscal 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 U.S. General Services Administration (GSA) at <https://www.fac.gov/> (effective October 1, 2023). 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.

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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 and applies to subrecipients.
- 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.

Project Director's Initials ZK Date 8/28/24

- C. All payments will be made in accordance with the terms of the Grant Agreement.

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 Federal negotiated indirect cost rate. A non-federal Subrecipient that does not have a current Federal negotiated indirect cost rate, may submit a letter requesting a de minimis indirect cost rate of up to 15% of modified total direct costs which may be used indefinitely (2 CFR § 200.414(f)). Recipients and subrecipients are not required to use the de minimis rate. 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.

- J. 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 cost share (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.
- K. 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

Project Director's Initials Zuk Date 8/28/24

be submitted to the DMV Grants Management Office. Subrecipient agrees to submit the final 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.

- L. 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.
- M. 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.
- N. 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 EMK Date 8/28/24

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,

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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

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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.

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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);
 2. *49 CFR Part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964*);
 3. *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
 4. *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);
 5. *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);
 6. *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;
 7. *The Age Discrimination Act of 1975*, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
 8. *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);
 9. *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;
 10. *Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (prevents discrimination against minority

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populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

11. *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
12. *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
13. *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

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, gender identity, sexual orientation 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 any subrecipients, subgrantees, contractors, successors, transferees, and/or assignees 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 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 d, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.”

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- 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).

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;

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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
 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.

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- 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.

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.

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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:

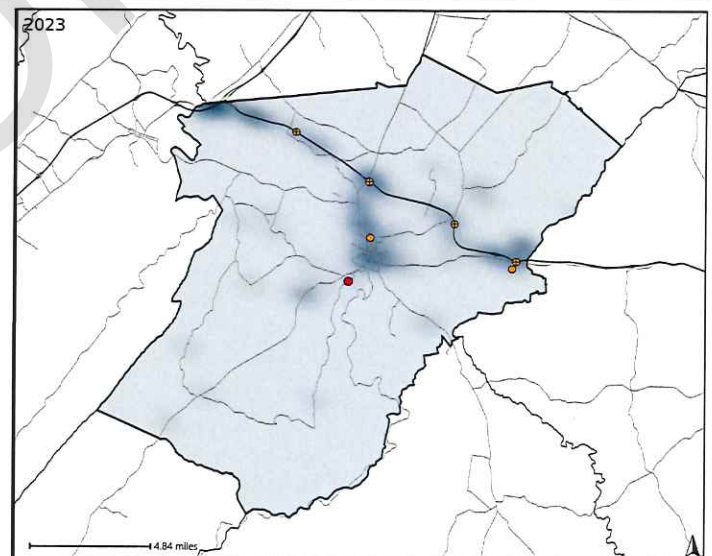
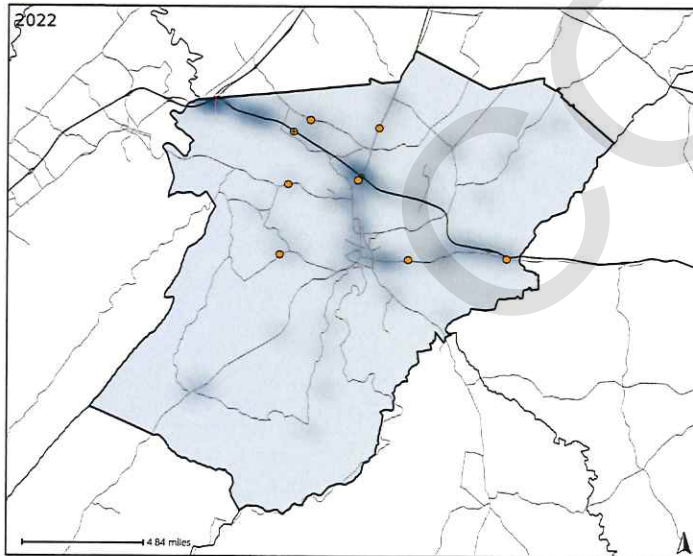
Any notice, unless otherwise specified herein, will be deemed to have been given on the date such notice is personally delivered or is deposited in the United States certified mail, return receipt requested, properly addressed and with postage prepaid.

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Warren County Speed Crash Statistics

Available Crash Data - Calendar Year	2020	2021	2022	2023
Speed Crashes	91	99	107	101
Speed Fatal Crashes	1	3	No Speed Fatalities	1
Highest Time Period(s)	Noon - 2:59pm (100%)	9:00am - 11:59am (67%)		Midnight - 2:59am (100%)
Highest Day(s)	Thursday (100%)	Sunday (67%)		Sunday (100%)
Highest Month(s)	July (100%)	July (67%)		December (100%)
Speed Serious Injury Crashes	10	9	9	6
Highest Time Period(s)	3:00pm - 5:59pm (30%)	3:00pm - 5:59pm (44%)	Noon - 2:59pm (33%)	9:00pm - 11:59pm (33%)
Highest Day(s)	Sunday (40%)	Sunday • Thursday (66%)	Monday (33%)	Wednesday (33%)
Highest Month(s)	April • July (40%)	January • June (44%)	February (44%)	July (33%)
Speed Injury Crashes	41	39	36	38
Highest Time Period(s)	3:00pm - 5:59pm (24%)	Noon - 2:59pm (33%)	Noon - 2:59pm (25%)	3:00pm - 5:59pm 6:00am - 8:59am (32%)
Highest Day(s)	Saturday • Sunday (40%)	Saturday • Sunday (36%)	Monday (19%)	Thursday • Tuesday (36%)
Highest Month(s)	November (15%)	June (15%)	March (17%)	July • May (32%)



- 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.

**Warren County Speed Crash Statistics****2022 Fatal Crashes - Calendar Year**

No fatal crashes occurred.

2023 Fatal Crashes - Calendar Year

Street	Cross Street	Count
BROWNTOWN RD		1

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

2022 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
RELANCE RD		2
JOHN MARSHALL HWY		1
I-66		1
WINCHESTER RD		1
WINCHESTER RD	ACCESS	1
LEACH RUN PKWY		1
STRASBURG RD		1
RIVERMONT DR		1

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

2023 Serious Injury Crashes - Calendar Year

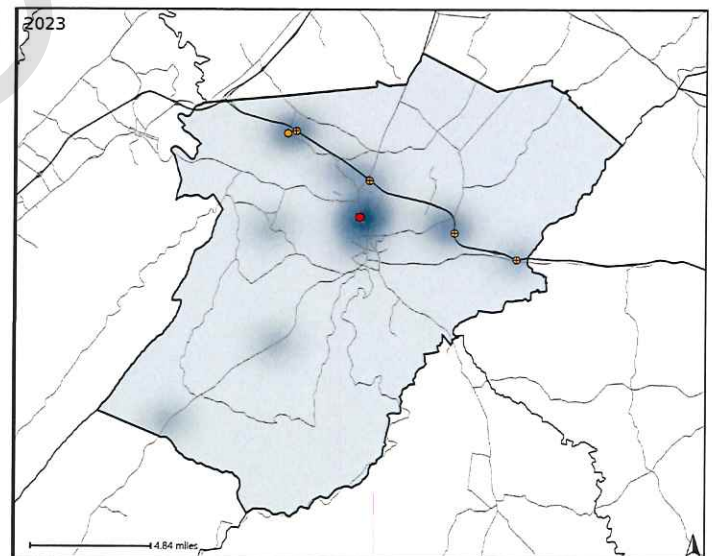
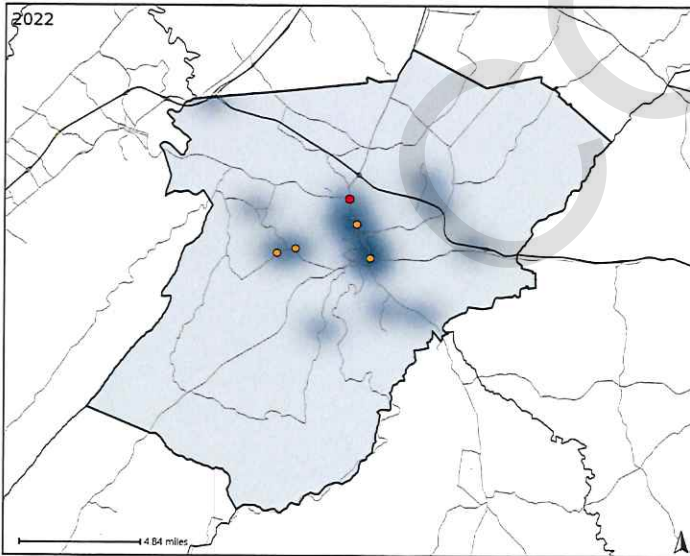
Street	Cross Street	Count
I-66		4
NEWTON DR		1
COMMERCE AVE	6TH ST	1

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 Unrestrained Crash Statistics

Available Crash Data - Calendar Year	2020	2021	2022	2023
Unrestrained-Related Crashes	24	15	16	14
Unrestrained-Related Fatal Crashes (fatalities)	No Unrestrained Fatalities	2 (2)	1 (1)	1 (1)
Highest Time Period(s)		9:00am - 11:59am 9:00pm - 11:59pm (100%)	6:00am - 8:59am (100%)	3:00pm - 5:59pm (100%)
Highest Day(s)		Sunday • Wednesday (100%)	Saturday (100%)	Sunday (100%)
Highest Month(s)		July (100%)	December (100%)	November (100%)
Unrestrained-Related Serious Injury Crashes (injuries)	7 (7)	5 (6)	4 (4)	5 (7)
Highest Time Period(s)	6:00pm - 8:59pm 9:00pm - 11:59pm (58%)	Noon - 2:59pm (40%)	3:00am - 5:59am (50%)	3:00am - 5:59am Noon - 2:59pm (80%)
Highest Day(s)	Sunday (43%)	Saturday (40%)	Friday (50%)	Monday (40%)
Highest Month(s)	April (29%)	August • December (40%)	September (50%)	July (40%)
Unrestrained-Related Injury Crashes (injuries)	24 (27)	13 (16)	15 (18)	13 (19)
Highest Time Period(s)	Noon - 2:59pm (29%)	9:00am - 11:59am Noon - 2:59pm (46%)	Noon - 2:59pm (33%)	Noon - 2:59pm (31%)
Highest Day(s)	Saturday (33%)	Saturday (31%)	Thursday • Tuesday (40%)	Wednesday (31%)
Highest Month(s)	June (17%)	August • June (30%)	November (20%)	July (23%)



● Unrestrained-Related Fatal Interstate Crashes

● Unrestrained-Related Serious Injury Interstate Crashes

● Unrestrained-Related Fatal Non-interstate Crashes

● Unrestrained-Related Serious Injury Non-interstate Crashes

The blue gradient represents the density of all unrestrained-related crashes.



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**Warren County Unrestrained Crash Statistics****2022 Fatal Crashes - Calendar Year**

Street	Cross Street	Count
SHENANDOAH AVE	STRASBURG RD	1

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

2023 Fatal Crashes - Calendar Year

Street	Cross Street	Count
SHENANDOAH AVE	17TH ST	1

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

2022 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
COMMERCE AVE	JOHN MARSHALL HWY	1
CATLETT MOUNTAIN RD	STOOTS LN	1
ROYAL AVE		1
RIVERMONT DR		1

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

2023 Serious Injury Crashes - Calendar Year

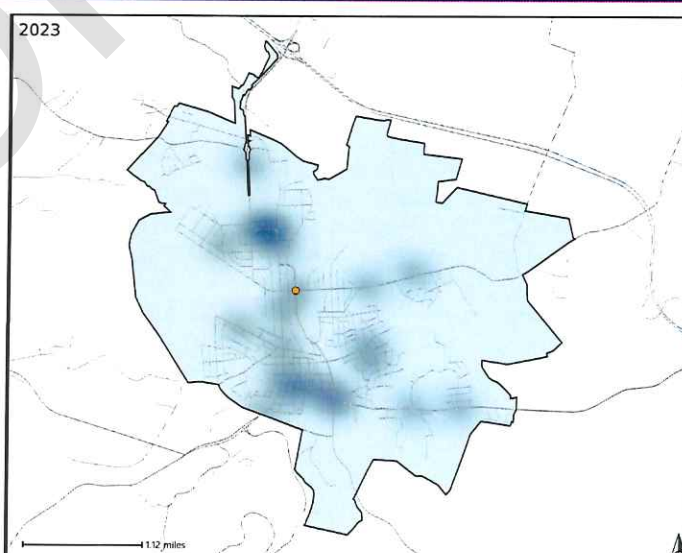
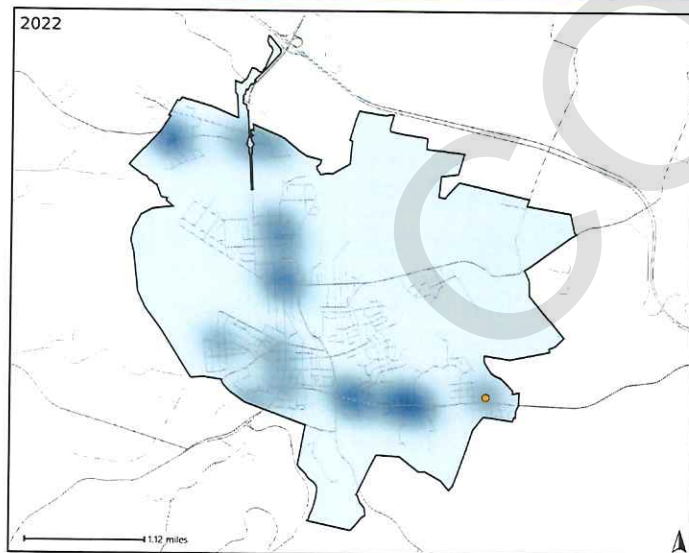
Street	Cross Street	Count
I-66		4
GUARD HILL RD	CATLETTS FORD RD	1

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.

Front Royal Speed Crash Statistics

Available Crash Data - Calendar Year	2020	2021	2022	2023
Speed Crashes	15	20	18	22
Speed Fatal Crashes	No Speed Fatalities	No Speed Fatalities	No Speed Fatalities	No Speed Fatalities
Highest Time Period(s)				
Highest Day(s)				
Highest Month(s)				
Speed Serious Injury Crashes	1	3	1	1
Highest Time Period(s)	3:00pm - 5:59pm (100%)	3:00pm - 5:59pm Midnight - 2:59am (66%)	9:00am - 11:59am (100%)	6:00pm - 8:59pm (100%)
Highest Day(s)	Saturday (100%)	Monday - Sunday (66%)	Saturday (100%)	Saturday (100%)
Highest Month(s)	April (100%)	January (67%)	February (100%)	March (100%)
Speed Injury Crashes	6	9	3	7
Highest Time Period(s)	3:00pm - 5:59pm (50%)	Noon - 2:59pm (44%)	3:00pm - 5:59pm 9:00am - 11:59am (66%)	3:00pm - 5:59pm 9:00am - 11:59am (58%)
Highest Day(s)	Friday (33%)	Saturday (33%)	Saturday - Thursday (66%)	Saturday - Thursday (58%)
Highest Month(s)	March (50%)	January - July (44%)	March (67%)	March - October (58%)



- 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.



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Center for Geospatial Information Technology

**Front Royal Speed Crash Statistics****2022 Fatal Crashes - Calendar Year**

No fatal crashes occurred.

2023 Fatal Crashes - Calendar Year

No fatal crashes occurred.

2022 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
LEACH RUN PKWY		1

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

2023 Serious Injury Crashes - Calendar Year

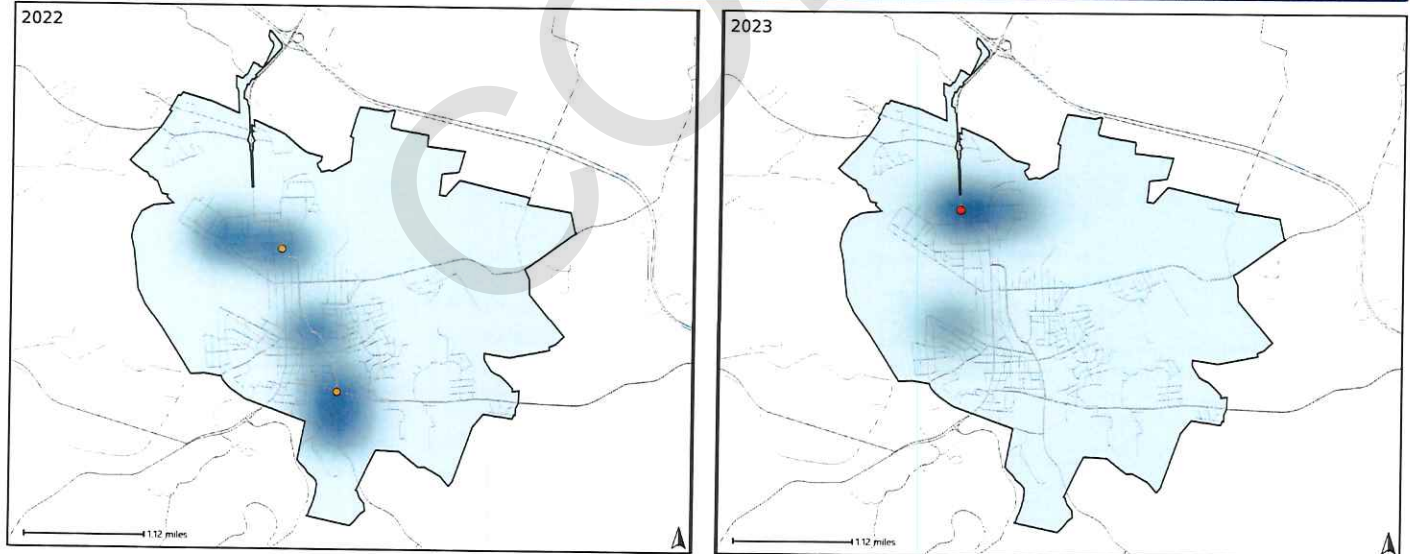
Street	Cross Street	Count
COMMERCE AVE	6TH ST	1

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.

Front Royal Unrestrained Crash Statistics

Available Crash Data - Calendar Year	2020	2021	2022	2023
Unrestrained-Related Crashes	5	2	5	4
Unrestrained-Related Fatal Crashes (fatalities)				1 (1)
Highest Time Period(s)	No Unrestrained Fatalities	No Unrestrained Fatalities	No Unrestrained Fatalities	3:00pm - 5:59pm (100%)
Highest Day(s)				Sunday (100%)
Highest Month(s)				November (100%)
Unrestrained-Related Serious Injury Crashes (injuries)		1 (1)	2 (2)	No Unrestrained Serious Injuries
Highest Time Period(s)	No Unrestrained Serious Injuries	Midnight - 2:59am (100%)	3:00am - 5:59am 6:00am - 8:59am (100%)	
Highest Day(s)		Sunday (100%)	Friday • Monday (100%)	
Highest Month(s)		June (100%)	June • September (100%)	
Unrestrained-Related Injury Crashes (injuries)	5 (7)	2 (3)	5 (6)	3 (3)
Highest Time Period(s)	Noon - 2:59pm (40%)	3:00pm - 5:59pm Midnight - 2:59am (100%)	Noon - 2:59pm (60%)	3:00pm - 5:59pm 6:00pm - 8:59pm (66%)
Highest Day(s)	Friday • Saturday (80%)	Sunday • Wednesday (100%)	Wednesday (40%)	Thursday • Tuesday (66%)
Highest Month(s)	June (40%)	June • May (100%)	May (40%)	November (67%)



- Unrestrained-Related Fatal Interstate Crashes
- Unrestrained-Related Serious Injury Interstate Crashes

- Unrestrained-Related Fatal Non-interstate Crashes
- Unrestrained-Related Serious Injury Non-interstate Crashes

The blue gradient represents the density of all unrestrained-related crashes.



This report was generated by the
Center for Geospatial Information Technology

**Front Royal Unrestrained Crash Statistics****2022 Fatal Crashes - Calendar Year**

No fatal crashes occurred.

2023 Fatal Crashes - Calendar Year

Street	Cross Street	Count
SHENANDOAH AVE	17TH ST	1

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

2022 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
COMMERCE AVE	JOHN MARSHALL HWY	1
ROYAL AVE		1

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

2023 Serious Injury Crashes - Calendar Year

No serious injury crashes occurred.

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



REGULAR COUNCIL MEETING AGENDA STATEMENT

Meeting Date: September 23, 2024

Item# 11A

Agenda Item: Resolution to Cancel the October 15th and November 4th Regular Work Sessions

Summary: Council is requested to approve a Resolution to cancel the regular work sessions of October 15th and November 4th as presented.

Budget/Funding: N/A

Meetings: Work Session held September 3, 2024

Proposed Motion: I move that Council approve a Resolution to cancel the Regular Work Sessions of October 15, 2024 and November 4, 2024 as presented.

Moved _____ *Seconded* _____

VM Sealock _____ *Ingram* _____ *Morris* _____ *Rappaport* _____ *DeDomenico-Payne* _____ *Wood* _____

**RESOLUTION
TO CANCEL REGULAR WORK SESSIONS
October 15 and November 4, 2024**

WHEREAS, Regular Work Sessions are scheduled for Tuesday, October 15, 2024 and Monday, November 4, 2024 and,

WHEREAS, October 13 – 15, 2024 is the Annual Virginia Municipal League Conference and November 4, 2024 is the day before Election Day constituting an unforeseen probable issue of low attendance at the October 15th and November 4th work sessions; and,

WHEREAS, to avoid the possibility of not having a quorum it is in the best interest of the community to cancel the regular work sessions of October 15th and November 4th; and,

NOW, THEREFORE, BE IT RESOLVED that the Mayor and the Town Council of the Town of Front Royal approve the cancellation of the regularly scheduled work sessions of October 15, 2024 and November 4, 2024.

APPROVED:

Lori A. Cockrell, 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 _____, 2024 upon the following recorded vote:

R. Wayne Sealock	__Yes __No	H. Bruce Rappaport	__Yes __No
Joshua L. Ingram	__Yes __No	Melissa DeDomenico-Payne	__Yes __No
Amber F. Morris	__Yes __No	Glenn A. Wood	__Yes __No

Approved as to Form and Legality:

George M. Sonnett, Jr., Town Attorney

Dated: _____



REGULAR COUNCIL MEETING AGENDA STATEMENT

Meeting Date: September 23, 2024

Item# 11B

Agenda Item: Resolution Requesting Additional Healthcare Providers and Services for the Town of Front Royal and Warren County

Summary: Council is requested to consider approving a Resolution requesting additional healthcare providers and services for the Town of Front Royal and Warren County, as presented.

Budget/Funding: None

Meetings: Work Sessions held August 5th and September 9th

Proposed Motion: I move that Council approve a Resolution requesting additional healthcare providers and services for the Town of Front Royal and Warren County, as presented.

Moved _____ *Seconded* _____

VM Sealock _____ *Ingram* _____ *Morris* _____ *Rappaport* _____ *DeDomenico-Payne* _____ *Wood* _____

RESOLUTION REQUESTING ADDITIONAL HEALTH CARE PROVIDERS AND SERVICES FOR THE TOWN OF FRONT ROYAL AND WARREN COUNTY

WHEREAS, the Town Council of the Town of Front Royal ("Town Council") values the health and welfare of its citizens and recognizes the growing need for locally accessible, affordable, and timely healthcare.

WHEREAS, Town Council acknowledge citizen's concerns about the lacking certain medical services, long wait times, billing/coverage/expense related issues, and burdensome travel to access care outside of Front Royal/Warren County.

WHEREAS, the March of Dimes, a United States 501 (c)3 non-profit that works to improve the health of mothers and babies, recognized as an expert on matters pertaining to said health of mothers and babies, has now identified portions of the Shenandoah Valley as being a "maternity desert" (<https://www.vpm.org/news/2Q24-06-26/page-county-virginia-maternity-pregnancy-care-desert-shenandoah-valley>); this by definition means women and babies are at an increased risk, this Town Council recognizes the need for services in Front Royal/Warren County. In consideration of the removal of women's care in 2018, and that there is no known proposal to reintroduce women's care, Town Council acknowledges the need for options to ensure the needs of our women and babies are adequately met.

WHEREAS, Town Council recognizes that our lack of certain medical services is resulting in higher frequency of medical transport to facilities outside of our area; Town Council acknowledges that medical transport comes with additional risk and expense.

WHEREAS, data provided by Weldon Cooper as of January 2024 shows the post-pandemic increase in remote work has resulted in migration out of Northern Virginia and into rural neighboring communities, (<https://www.coopercenter.org/research/amid-slow-population-growth-virginias-demographic-landscape-being-transformed>) Town Council acknowledges the need for medical services will continue to grow as Town population, and the population of neighboring counties, increases.

WHEREAS, the process by which to obtain a COPN is expensive and time consuming, Town Council wishes to assert their intention of welcoming new healthcare services into the community.

WHEREAS, Front Royal/Warren County is ideally situated in the Shenandoah Valley at the intersection of two major highways (66 East/West and 81 North/South) and multiple byways (route 340, route 522, and route 55); this Town Council believes our prime location would strategically draw patients from neighboring rural communities to help serve their healthcare needs as well.

WHEREAS, Town Council recognizes that removing barriers to care has been proven to result in better health outcomes long term and that expanding local healthcare opportunities would be beneficial to our citizens and community.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Town Council of the Town of Front Royal, Virginia that the Town desires to expand the medical care available in Front Royal/Warren County, and healthcare service providers are encouraged to begin the process of locating in our community.

APPROVED:

Lori A. Cockrell, 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 _____, 2024 upon the following recorded vote:

R. Wayne Sealock	___Yes___No	H. Bruce Rappaport	___Yes___No
Joshua L. Ingram	___Yes___No	Melissa DeDomenico-Payne	___Yes___No
Amber F. Morris	___Yes___No	Glenn A. Wood	___Yes___No

Approved as to Form and Legality:

George M. Sonnett, Jr., Town Attorney

Dated: _____



REGULAR COUNCIL MEETING AGENDA STATEMENT

Meeting Date: September 23, 2024

Item# 11C

Agenda Item: Resolution Calling for the Dissolution of *The Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia* and The Appointment of a Receiver

Summary: Council is requested to consider approval of a Resolution calling for the Dissolution of *The Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia* and the Appointment of a Receiver as presented.

Budget/Funding: N/A

Meetings: ongoing

Proposed Motion: I move that Council approve a Resolution calling for the Dissolution of *The Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia* and the Appointment of a Receiver as presented.

Moved _____ Seconded _____

VM Sealock _____ Ingram _____ Morris _____ Rappaport _____ DeDomenico-Payne _____ Wood _____

RESOLUTION CALLING FOR THE DISSOLUTION OF *THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA* AND THE APPOINTMENT OF A RECEIVER

WHEREAS, the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia, a separate political subdivision of the Commonwealth of Virginia (“EDA”), was created jointly by the governing bodies of the Town of Front Royal (“Town”) and the County of Warren (“County”), collectively “the governing bodies”, effective December 21, 1967, pursuant to Virginia’s Industrial Development and Revenue Bond Act (“Act”); and,

WHEREAS, the legislative intent and statutory purpose of the Act is for industrial development authorities to “acquire, own, lease, and dispose of properties and make loans to the end that such authorities may be able to promote industry and develop trade by inducing manufacturing, industrial, governmental, nonprofit, and commercial enterprises, and institutions of higher education to locate in or remain in the Commonwealth...”; and,

WHEREAS, under the Act (Virginia Code §15.2-4904(F)), the EDA “...shall keep suitable records of its financial transactions...” and “...shall arrange to have the records audited annually...copies of each such audit shall be furnished to the governing body of the locality and shall be open to public inspection.”; and,

WHEREAS, under the Act, “[a]ll expenses incurred in carrying out the provisions of this chapter shall be payable solely from the funds of the authority and no liability or obligation shall be incurred by the authority hereunder beyond the extent to which moneys shall be available to the authority” (Virginia Code §15.2-4909 (C)); and,

WHEREAS, in 1991, the EDA, Town and County agreed that, 1) upon dissolution of the EDA, the Town and County shall receive an equal division of all EDA property, and 2) that if the EDA was in possession of property or profits in excess of that needed to carry on the EDA function then said excess property or profits shall be distributed to the Town and County in equal shares; and,

WHEREAS, in 1995, the Town and County agreed to an “Economic Development Partnership” which established a future funding framework for the funding of EDA operational budgets as well as capital funding for industry incentives. Representation on the EDA Board of Directors was changed to reflect the proportional funding framework, with two directors to be appointed by the Town and five directors to be appointed by the County; and,

WHEREAS, in 1999, the EDA, Town and County entered into a *Memorandum of Understanding* (“Avtex MOU”) regarding the future use and disposition of the Avtex Fibers, Inc. industrial site consisting of approximately 428.2 acres (“Avtex Property”). Pursuant to the Avtex MOU, the Town and County are to be given control of certain parcels of the Avtex Property and are to receive reimbursement of expenses from the proceeds of sales of other parcels; and,

WHEREAS, in 2012, the Town and County approved a *Memorandum of Understanding Regarding Funding the Operations Budget of the EDA*, thereby amending the “fair funding formula”

established by the Town and County in 1995, relieving the Town of any obligation to fund the EDA's operational budget, and ending the Town's operational oversight through the appointment of directors to the EDA board; and,

WHEREAS, the EDA, having accepted a deed of dedication in 2015 from HEPTAD, LLC conveying a 2.343 acre parcel ("HEPTAD Parcel") "...as right-of-way for the construction and improvement of Leach Run Parkway...created for future dedication to the Town of Front Royal for public street use", has since that time failed or refused to convey the HEPTAD Parcel to the Town; and,

WHEREAS, in 2018, facts began coming to light establishing that during the years 2014-2018, the EDA's executive director was engaged in an embezzlement scheme resulting in losses to the EDA in the millions of dollars; and,

WHEREAS, in violation of the Act, the EDA has failed to cause annual audits of its financial records to be performed, fiscal year 2019 being the most recent audit furnished to the Town; and,

WHEREAS, in 2019, being in loan default, the EDA confessed judgment in favor of First Bank and Trust Company ("FB&T") in the amount of \$9,015,742.18 with interest at 6%. Said confessed judgment was paid and satisfied in full by the EDA March 8, 2022, using proceeds from a FB&T loan consolidation (see "Loan Agreement" below); and,

WHEREAS, on March 2, 2022 the EDA, while insolvent, entered into a "Loan Agreement" with FB&T in the amount of \$12,350,000, secured by a mortgage on "Land and Improvements" and a "Support Agreement" between the EDA, FB&T and the County, for the stated purpose "to payoff and refinance certain existing indebtedness of Borrower to Lender and to First Bank Strasburg", thereby incurring a new liability or obligation beyond the extent to which moneys were available to the EDA, in apparent violation of Virginia Code §15.2-4909 (C), with the terms of the Loan Agreement ceding control over its assets, debt, and its ability to dissolve, and establishing "Events of Default" including, but not limited to, default in payment or in the Support Agreement, the admission, in writing, of the inability to pay debts as they become due, and default on other indebtedness in excess of \$10,000; and,

WHEREAS, in December 2023, the EDA issued a debt status summary statement showing a total indebtedness of \$33,146,993.25, partially comprised of four (4) bank loans totaling \$24,062,196.70 owed to FB&T and United Bank ("the Banks"), and since that time, EDA officers have made numerous public written statements concerning the EDA's dire financial condition, including, but not limited to, the lack of operating funds, a potential "fire sale" of real estate assets, and that the EDA is no longer able to pursue economic development; and,

WHEREAS, on information and belief, while insolvent and in default of the March 2, 2022, FB&T Loan Agreement, the EDA negotiated one or more forbearance agreements with FB&T in an effort to avoid loan default remedies, thereby incurring a new liability or obligation beyond the extent to which moneys were available to the EDA in apparent violation of Virginia Code §15.2-4909 (C); and,

WHEREAS, on September 10, 2024, United Bank issued notices of loan default and acceleration to the EDA on two loans with outstanding balances totaling \$3,609,343.66, with each corresponding promissory note containing a confessed judgment provision in the event of default; and,

WHEREAS, under the Act (Virginia Code §§15.2-4902 and 15.2-4910), “‘bonds’ or ‘revenue bonds’ embraces notes, bonds and other obligations authorized to be issued by the authority”, and that, “[e]ach pledge, agreement and trust indenture made for the benefit or security of any of the bonds of the authority shall continue effective until the principal of and interest on such bonds have been fully paid. **In the event of default in such payment** or in any agreements of the authority made as a part of the contract under which the bonds were issued...**such payment or agreements may be enforced...by the appointment of a receiver in equity...**”; and,

WHEREAS, the EDA being insolvent, having failed to meet its obligations as they become due, and with the Banks claiming EDA assets upon default, the Banks have become *de facto* receivers of EDA assets, necessitating a court-appointed receiver to ensure that the public trust is maintained and that publicly held assets are not wasted; and,

WHEREAS, on information and belief, while the Act requires the board of directors of an authority upon certain conditions to pass a resolution calling on the governing body or bodies to approve dissolution (Virginia Code §15.2-4914), the EDA cannot meet the condition of retiring its debts before dissolving; and,

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town that, the EDA having failed to furnish audits since fiscal year 2019, being in default of its obligations, being insolvent, and not being able to carry out its statutory obligations and purpose in pursuing economic development, the Town having a claim to EDA assets, both now and upon dissolution, the EDA should dissolve pursuant to Virginia Code §15.2-4914, or, the EDA being unable to retire its debts, the governing bodies should petition the Circuit Court to dissolve and abolish the EDA with the appointment of a receiver in equity pursuant to Virginia Code §15.2-4910 for that purpose, and calling on the County to join the Town in support of this Resolution.

This Resolution is effective upon passage.

APPROVED:

Lori A. Cockrell, Mayor

ATTEST:

Tina L. Presley, Clerk of Council

vote on next page

This Resolution was approved at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on _____, 2024 upon the following recorded vote:

Melissa DeDomenico-Payne	☐ Yes ☐ No	H. Bruce Rappaport	☐ Yes ☐ No
Joshua L. Ingram	☐ Yes ☐ No	Glenn Wood	☐ Yes ☐ No
Amber F. Morris	☐ Yes ☐ No	R. Wayne Sealock	☐ Yes ☐ No

Approved as to Form and Legality:

George M. Sonnett, Jr., Town Attorney

Dated: _____

DRAFT



REGULAR COUNCIL MEETING AGENDA STATEMENT

Meeting Date: September 23, 2024

Item# 11D

Agenda Item: BAR Appeal – Certificate of Appropriateness (COA) for 240 Blue Ridge Avenue – Teddy Stout Construction, Inc.

Summary: The applicant, Teddy Stout Construction, is appealing the denial of a Certificate of Appropriateness (COA) from the Board of Architectural Review (BAR) made September 10, 2024, to construct duplexes in the Historic District located at 240 Blue Ridge Avenue. Pursuant to Town Code 175-94, Council will hear the matter at its next regularly scheduled meeting and will render its decision on the appeal at the following regularly scheduled meeting [October 28, 2024].

Town Code 175-94(A) - Any applicant aggrieved by a final decision of the Board of Architectural Review may appeal said decision to the Front Royal Town Council, provided that such appeal is filed, in writing, with the Town Clerk within ten (10) days after the final decision is rendered by the BAR. The Town Council will hear the matter at its next regularly scheduled meeting and will render its decision on the appeal at the following regularly scheduled meeting. The Council, in its discretion, may consider additional evidence and submissions during the period between meetings and at the second regularly scheduled meeting prior to rendering its decision.

Budget/Funding: N/A

Meetings: N/A

Proposed Motion: No action required

Moved _____ *Seconded* _____

VM Sealock _____ *Ingram* _____ *Morris* _____ *Rappaport* _____ *DeDomenico-Payne* _____ *Wood*

9-12-84

To whom it may concern

Daddy Short Constructors, Inc

owner of 240 Blue Ridge Ave

Front Royal, VA would like

to appeal the denial on Sept 10

by the Board of Arch-review

to the town council

Thanks

Daddy Short, VP



DEPARTMENT OF PLANNING & ZONING

T: (540) 635-4236
F: (540) 631-2727

Town Hall, 102 E. Main St.
P.O. Box 1560, Front Royal, VA 22630-1560

September 12, 2024

Teddy Stout Construction, Inc.
P.O. Box 1489
Front Royal, VA 22630

Re: COA Application 2400480
240 Blue Ridge Avenue

Dear Mr. and Mrs. Stout,

The Board of Architectural Review (BAR), at their regular meeting on September 10, 2024 denied the application for the construction of a new duplex at 240 Blue Ridge Avenue for the following reasons:

1. It is not compatible in the design with the character of the Historic District.
2. It is not respectful of the surrounding historic buildings.
3. There has been no alternative design proposed other than the one submitted with the application.

In accordance with § 175-94 of the Zoning Ordinance you may appeal the BAR decision to the Town Council provided that such appeal is filed in writing with the Town Clerk within ten (10) days of the decision rendered by the BAR or by September 20, 2024.

175-94 - APPEALS (Historic District)

- A. Any applicant aggrieved by a final decision of the Board of Architectural Review may appeal said decision to the Front Royal Town Council, provided that such appeal is filed, in writing, with the Town Clerk within ten (10) days after the final decision is rendered by the BAR. The Town Council will hear the matter at its next regularly scheduled meeting and will render its decision on the appeal at the following regularly scheduled meeting. The Council, in its discretion, may consider additional evidence and submissions during the period between meetings and at the second regularly scheduled meeting prior to rendering its decision.

Please contact the Planning and Zoning office at 540-635-4236 should you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Connie L. Potter".

Connie L. Potter
Clerk of the Board of Zoning Appeals

Zoning Denied

Town of Front Royal

102 E. Main Street

Front Royal, VA 22630

540-635-4236

Permit Number: 2400480

**APPLICATION
DENIED**

Josh M. Warr
9/12/24



Job Location: 240 BLUE RIDGE AVE
City, State, Zip: FRONT ROYAL, VA 22630
Tax Map #: 20A7 4 178
Square Feet: [Square Feet]
Valuation:
Status: DENIED

Request Description: Duplex

Plan Type: Certificate of Appropriateness - Board of Architectural Review

Work Class:

Project:

District:

Completion Date: 09/12/2024

Company Name: Teddy Stout Construction, Inc.
Applicant Name: Teddy Stout Construction, Inc.
Address: PO Box 1489
City, State, Zip: Front Royal, VA 22630
Phone: 540-660-5538
Email: daryl@teddystout.com

Owner: TEDDY STOUT CONSTRUCTION, INC.
Address: P.O. BOX 1489
City, State, Zip: FRONT ROYAL, VA 22630
Phone: 5406605538
Email: daryl@teddystout.com

REVIEW INFORMATION

Pass/Fail

Application Review

Complete

Board of Architectural Review

DENIED

Ms. Snyder moved, seconded by Ms. Rhodenhizer to deny the application because it is not compatible in the design with the character of the historic district or respectful of the surrounding historic buildings and because there has been no alternative design proposed other than just the one that they have given us. VOTE: Yes – Snyder, Waters, Rhodenhizer, Vaughan No – N/A Abstain – N/A Absent – Aders

Contractors:

Fee	Amount	Payment Date	Amount
Board of Architectural Review Request	\$100.00	08/13/2024	\$100.00
Total Fee: \$100.00		Total Paid: \$100.00	



BOARD OF ARCHITECTURAL REVIEW
7:00 PM, Tuesday, September 10, 2024
TOWN HALL, 102 E. Main Street Front Royal, VA
2nd Floor, East Conference Room
Regular Meeting

AGENDA

I. CALL TO ORDER

II. APPROVAL OF MINUTES

- July 9, 2024 – Regular Meeting
- April 9, 2024 – Work Session
- May 14, 2024 – Work Session

III. NEW BUSINESS

- **COA Application #2400479** – A Certificate of Appropriateness Application submitted by Julie Wise to construct a 25' x 35' garage and connect it to the house by a covered walkway at 241 Church Street, identified by Tax Map 20A7-4-119A. The property is zoned R-3, Residential District and is located in the Historic Overlay District.
- **COA Application #2400480** – A Certificate of Appropriateness Application submitted by Teddy Stout Construction, Inc. to construct a duplex at 240 Blue Ridge Avenue, identified by Tax Map 20A7-4-178. The property is zoned R-3, Residential District and is located in the Historic Overlay District.

IV. OTHER

V. ADJOURNMENT



- **COA Application #2400480** – A Certificate of Appropriateness Application submitted by Teddy Stout Construction, Inc. to construct a duplex at 240 Blue Ridge Avenue, identified by Tax Map 20A7-4-178. The property is zoned R-3, Residential District and is located in the Historic Overlay District.

Mr. Ware explained that COA Application 2400480 is a request to construct a new duplex on property located at 240 Blue Ridge Avenue. He noted this was the property that the Board of Architectural Review (BAR) previously approved demolition of the existing structure from fire damage. The BAR will need to take into consideration the new construction and focus on whether the plans are compatible with and enhance the historic or architectural value of the surrounding structures or surrounding area. Should the BAR desire to disapprove the application the BAR can make recommendations to the applicant which reflects the design, material, texture, etc.

Mr. Ware reviewed Town Chapter 175-91 – Guidelines and Criteria for Review in the Historic District listed below:

- A. All reviewing bodies shall be guided by the following guidelines and criteria:
 - a) The historic archaeological or architectural value and significance of a structure and its relationship to the historic value of the surrounding area.
 - b) The age and character of the historic structure, its condition, and its probable life expectancy and the appropriateness of the proposed changes to the period or periods during which the structure was built.
 - c) The general compatibility of the site plan and the exterior design arrangement, texture and materials proposed to be used.
 - d) The view of the structure or area from a public street or road, present or future.
 - e) The present character of the setting of the structure or area and its surroundings.
 - f) The probable effect of proposed construction on trees, wooded areas or historic sites.
 - g) Any other factors, including aesthetic factors, which the reviewing bodies deem to be pertinent.
 - h) The appropriateness of the exterior architectural features of such building or structure to the compatibility with the exterior architectural features of landmarks, buildings or structures in the district, taking into consideration the following:
 - a. General design.
 - b. Character and appropriateness of design.
 - c. Form.
 - d. Proportion and scale.
 - e. Mass.
 - f. Configuration.
 - g. Arrangement.
 - h. Texture.
 - i. Material.
 - j. The permanent color of exterior materials (excluding paint).



- k. The relationship of such elements to similar features of structures in the immediate surroundings.
- l. Congruity with the character of the Historic District.

A scope of work was provided with the application and shown in a virtual presentation. Mr. Ware showed renderings provided by the applicant. The applicant is proposing one (1) driveway entrance on Prospect Street and the other driveway entrance off of Blue Ridge Avenue. Mr. Ware noted the BAR was not approving the location of the structure on the property.

The applicant is proposing to do architectural shingles, vinyl siding, a limestone water table in the front on both units and a standing seam black metal roof on the porches and bay windows only. There will be decorative trim pieces on the porch at the front door and some at the peak. The front elevation will be in a gable scallop or shake vinyl siding. Renderings were provided with the application. In addition, the applicant is proposing a 12' x 16' rear treated lumber deck with handrails, and a wooden 6' privacy fence. The front doors will be metal. The foundation, sidewalks and front steps will be concrete. Gutters and downspouts will be white aluminum, with white soffits and trim and double hung white vinyl windows with no grills. Each lot will be landscaped with sod and installation of driveways. The applicants Teddy and Daryl Stout of Teddy Stout Construction, Inc. were present to answer questions.

Chairman Waters questioned that the BAR does not consider the location of where on the lot the structure will be placed.

Mr. Ware explained that Planning and Zoning staff will review the placement of the structure to meet Town Code required setbacks. He noted that the duplex will front Blue Ridge Avenue.

Chairman Waters stated the new duplex would be required to be out of line with the other houses on the street due to the required setbacks.

Mr. Ware explained that the BAR could make a recommendation to the Board of Zoning Appeals to grant a variance which is within Town Code. However, the BAR has no authority to approve or deny the application based on the setbacks.

Ms. Snyder asked if all the trees were still standing on the property prior to the demolition.

Mr. Stout stated that everything is still on the property. The demolition will not start until construction can start at the same time. He noted that some of the trees are "junk" trees in the rear of the property and will be removed and new decorative trees will be planted. Regarding comments related to the setback of the property...if the new structure was constructed at a setback of 22' to 24' there would not be room for off-street parking.

Mr. Ware noted that Town Code requires off-street parking to be 9' x 18' and off-street parking is required by Town Code for new construction.



A conversation ensued between staff, BAR members and the applicants regarding the location of parking, porches, placement of windows, possible changes to the entrance locations and materials to be used. BAR members questioned why not build a single-family dwelling vs. a duplex and Mr. Stout said it would not make money to build a single-family dwelling. Mrs. Stout asked BAR members what their suggestions would be to better fit into the neighborhood.

The following suggestions were expressed from BAR members:

- Setback of the house. The proposed setback disrupts the continuity looking down the street.
- Would like to see wood vs. vinyl siding (traditional materials).
- Add a front porch across the front of the duplex with a bay.
- Come up with a different design other than what was submitted that makes the duplex look like other houses on the street.
- Create a structure that looks like an old Victorian.

BAR members agreed they liked the standing seam metal roofs on the bays and the scalloped siding.

Chairman Waters stated he could not tell them what style house to build.

Mr. Stout said he could offer the following changes:

- Add two (2) windows upstairs on the gable end that would face Prospect Street and a street side bay window.
- Install Trex front porches with vinyl railings.
- Install 4' wide front porch that will wrap around the corner of each unit.
- Stone around the front of the structure and around the Prospect Street side in resemblance to the previous house on the lot.
- LP Smart siding that looks like wood. (Sample provided at the meeting.)
- Scallop siding.
- Black standing seam metal roof on the entire structure.
- Offset the duplexes from each other.

Ms. Snyder does not think a shingle roof is appropriate and does not like the design of the duplex.

Ms. Rhodenhizer expressed she was not happy with the materials and would like to see similar materials to what was on the previous structure.

Mr. Vaughan said the burnt structure needs to come down for the sake of safety and likes what the applicant is proposing with the concessions.



Mr. Stout expressed that he had offered everything the BAR had asked for as discussed. He noted that the BAR could not deny him to construct a duplex as this is a by-right use per Town Code.

Chairman Waters asked if the applicants had looked at any other plans where the duplex would look like a single-family dwelling.

Mrs. Stout stated she had researched that possibility for countless hours and was not able to find another design.

Board members agreed they wanted a different design.

Mr. Ware recommended to the Board that if they were denying the application they needed to be specific as to why they were denying the application.

Ms. Rhodenhizer mentioned that the applicant has offered some concessions, but they were not written in the application as submitted.

Mr. Stout offered to write them in, and Mrs. Stout stated the Board could approve the application with those conditions (concessions).

Mr. Ware stated that the BAR could make a motion for approval and list the conditions specifically.

Ms. Potter wrote down and read the concessions the applicant agreed to providing.

1. Black standing seam metal roof on the porches, bay windows and the main structure.
2. LP Smart Siding sage in color.
3. Duplex offset by two feet (2').
4. Front porches on the left front wrap around and right front wrap around with composite decking and vinyl railings.
5. Composite decking in the rear.
6. Bay windows and add two (2) windows to the Prospect Street side of the structure.

Ms. Snyder moved, seconded by Ms. Rhodenhizer to deny the application because it is not compatible in the design with the character of the Historic District or respectful of the surrounding historic buildings and because there has been no alternative design proposed other than just the one that they have given us.

VOTE: Yes – Snyder, Waters, Rhodenhizer, Vaughan
No – N/A
Abstain – N/A
Absent – Aders

VOICE VOTE

COA Application #2400480

A Certificate of Appropriateness Application submitted by Teddy Stout Construction, Inc. to construct a duplex at 240 Blue Ridge Avenue, identified by Tax Map 20A7-4-178. The property is zoned R-3, Residential District and is located in the Historic Overlay District.



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

**STAFF REPORT FOR THE
BOARD OF ARCHITECTURAL REVIEW
SEPTEMBER 10, 2024**

APPLICATION #:

Certificate of Appropriateness
Application #2400480

APPLICANT:

TEDDY STOUT CONSTRUCTION, INC.

APPLICATION SUMMARY:

A Certificate of Appropriateness (COA) Application submitted by Teddy Stout Construction, Inc. for the construction of a duplex located at 240 Blue Ridge Avenue.

GENERAL INFORMATION:

Site Addresses	240 Blue Ridge Avenue
Owner(s)	Teddy Stout Construction, Inc.
Zoning District	R-3, Residential
Historic District	Front Royal Historic Overlay District
Tax Identification	20A7-4-178
Location	The subject building is located at the northeast corner of the intersection of Blue Ridge Avenue and East Prospect Street.

Vicinity - Aerial (Warren County GIS)



Photo 1 – Front Elevation – Reconnaissance Survey 10/05/1996



Photo 2 – Front Left Elevation – Warren County GIS – April 8, 2014



Photo 3 – Front Elevation – Google Maps – September 2023



Photo 4 – Front Left Elevation – Google Maps – September 2023



SUPPLEMENTAL INFORMATION:

Legal Authority	The Board of Architectural Review (BAR) is established by the legal authority of Virginia Code §15.2-2306 and Sections 175-82 through 175-98 of the Town Code. The Town Code gives review authority to the BAR for major projects within the Historic Overlay District. The Historic Overlay District consists of the areas and structures identified within the Front Royal Historic District. Town Code, Section 175-82, states that the purposes of establishing the historic resource overlay areas include the following: 1. To preserve and improve the quality of life for residents of the Town of Front Royal by protecting familiar and treasured visual elements in the area. 2. To promote tourism by protecting historical and cultural resources attractive to visitors and thereby supporting local business and industry. 3. To stabilize and improve property values by providing incentive for the upkeep and rehabilitation of older structures and by encouraging desirable uses and forms of economic development. 4. To educate residents on the local cultural and historic heritage as embodied in the Historic District Overlay Areas and to foster a sense of pride in this heritage. 5. To promote local historic preservation efforts and to encourage the identification and nomination of qualified historic properties to the National Register of Historic Places and the Virginia Landmarks Register. 6. To prevent the encroachment of additions or new buildings and structures that are architecturally incongruous with their environs within areas of architectural harmony and historic character. Except where administrative review authority is granted under Section 175-89.1, and where review is exempt under Section 175-90, the BAR is responsible for reviewing major projects in the Historic Overlay District in accordance with the guidelines found under Section 175-91 of the Town Code. These guidelines are listed at the end of this report.
Historic Information	The building (circa 1890) is a contributing building to the Front Royal Historic District. Below are notes about the structure, as found within the Historic District records. A full copy of the report is attached. Architectural Description ----- Three-story corner tower w/conical roof and ball finial. Windows have multiple small panes around outside edge. Two-story bay window on side. 1-story, 6-bay wrap-around porch w/ turned posts, spindle frieze, sawn brackets. Double front doors. ARCHITECTURAL AND HISTORICAL STATEMENT ===== Good example of Queen Anne style dwelling. One of the finest examples of this style in Front Royal. Original wooden shingles may be underneath later asphalt shingles. The house anchors an prominent corner and the corner makes a significant gesture towards the intersection. The site also includes nice trees.

<i>Incentives for Rehabilitation</i>	• Partial Real Estate Tax Exemption. Pursuant to Section 175-97 of the Town Code, owners that engage in approved rehabilitation projects have the ability to seek a 10-year tax exemption equal to the increase in assessed value resulting from the rehabilitation. • State Tax Income Credit. The Virginia Rehabilitation Tax Credit Program allows property owners who complete a certified rehabilitation project to receive an income tax credit on 25% of their eligible expenses and an additional 20% credit through the Federal Rehabilitation Tax Credit Program.	
<i>Historic Overlay District Guidelines</i>	GUIDELINES WORKSHEET FOR BAR EVALUATION	
	1	The historic archaeological or architectural value and significance of a structure and its relationship to the historic value of the surrounding area
	2	The age and character of the historic structure, its condition, and its probable life expectancy and the appropriateness of the proposed changes to the period or periods during which the structure was built
	3	The general compatibility of the site plan and the exterior design arrangement, texture and materials proposed to be used
	4	The view of the structure or area from a public street or road, present or future
	5	The present character of the setting of the structure or area and its surroundings
	6	The probable effect of proposed construction on trees, wooded areas, or historic sites
	7	Any other factors, including aesthetic factors, which the reviewing bodies deem to be pertinent
	8	The appropriateness of the exterior architectural features of such building or structure to the compatibility with the exterior architectural features of landmarks, buildings, or structures in the district, taking into consideration the following: a. General design b. Character and appropriateness of design c. Form d. Proportion and scale e. Mass f. Configuration
	Additional Guidelines: • The reviewing bodies shall not adopt or impose any specific architectural style in the administration of this Article. • The reviewing bodies shall also be guided by the purposes for which landmarks, landmark sites and historic districts are designated and by the standards and considerations contained in the Secretary of the Interior's Standards for Rehabilitation. • See Demolition Review Guidelines Addendum for demolition of structures.	

STAFF COMMENTS:

The Historical guidelines provide direction as to which exterior materials would be most appropriate. From a historical context, vinyl siding and asphalt shingle roofs are not appropriate for this district. Exterior window and door materials should be historically accurate as well. It is well within the BARs purview to determine which materials should be used.

Attachments:

- Certificate of Appropriateness Application and Supporting Documents
- Historic Reconnaissance Survey

CERTIFICATE OF APPROPRIATENESS
APPLICATION
TOWN OF FRONT ROYAL

☒ New Construction ☐ Rehabilitation ☐ Demolition* ☐ Sign
☐ Other _____

Application is hereby made for a Certificate of Appropriateness and is made subject to the local Historic District Ordinance, other local ordinances, and State laws which are presently in force or that may hereafter be enacted affecting or regulating thereto. The undersigned applicant agrees to these requirements which are a necessary condition for approval of this certificate.

This application for a Certificate of Appropriateness may be approved administratively in accordance with Section 175-89.1 of the Town Code.

Name of Applicant: Teddy Stout Construction, Inc
Address of Applicant: PO Box 1489
Front Royal, VA 22630
Phone Number: 540-660-5538 E-Mail: Daryl@teddystout.com
Property in Question:
Street Address: 240 Blue Ridge Ave Front Royal, VA 22630
Business Name (if applicable) _____
Tax Map Number: 20A7-4-178
Historic District: ☒ Downtown Residential Area
☐ Downtown Business Area

Are there any other applications relevant to this property or the proposed modifications being considered by any other regulatory or administrative agency?

☐ Yes ☒ No

If Yes, please describe:

Revised 6-25-12

PLEASE COMPLETE REVERSE SIDE

RECEIVED
AUG 12 2024
TOWN OF FRONT ROYAL
PLANNING & ZONING DEPARTMENT

Description of Proposal, including materials and colors used with each modification (List for foundation, walls, doors, windows, trim gutters/downspouts, roofing, sign, lighting, sidewalk, fencing and gutters as applicable) (attach separate sheets if necessary):

See a Hatched

****Please submit seven (7) complete application packages. If color photos are submitted, please submit seven (7) complete sets of colored photographs.***

****One (1) set of material samples shall be provided together with the application.***

Also include the following as applicable:

- _____ Attached map with property under consideration marked
- _____ Site Plan
- _____ Sketch, drawing, elevations
- _____ Photographs or slides showing property in question

*** NOTE: A public hearing is required for demolition work. The names and addresses of property owners immediately adjacent and opposite the property must be submitted.**

Signature of Applicant: Dayle Stat, Jr Date 7/31/24

Signature of Representative (if applicable): _____

\$100.00 Fee **BAR Review** Receipt # 194306 Date 8/12/24

\$200.00 Fee **Demolition of Historically Significant Structure**

Check #
1735

By submitting this application, the applicant grants permission to Town officials and employees to enter upon the property, which is the subject of this application, during reasonable hours and for purposes related to the application process.

OFFICE USE ONLY

Date Received _____ BAR Meeting Date: _____

Action Taken: _____

Zoning Administrator

Duplex-Blue Ridge Ave Scope of Work

30 year Architectural Shingles- Black in color

Vinyl Siding (sage in color) entire house

Limestone water table on front on both units (see sample and photos)

Standing Seam Black Metal Roof over front porches and bay windows

Decorative Fypon Trim Pieces (see photo) on porch at front door

Decorative Fypon Trim Piece (see photo) in A on front of house in peak

Front Elevation in A gable scallop or shake vinyl siding (see pic and samples)

12X16 Rear Treated Deck and stairs with Treated Handrails

6 Foot Wooden Privacy Fence along rear Property Line with green giant/evergreen trees

Front Door to be Black Metal (see photo)

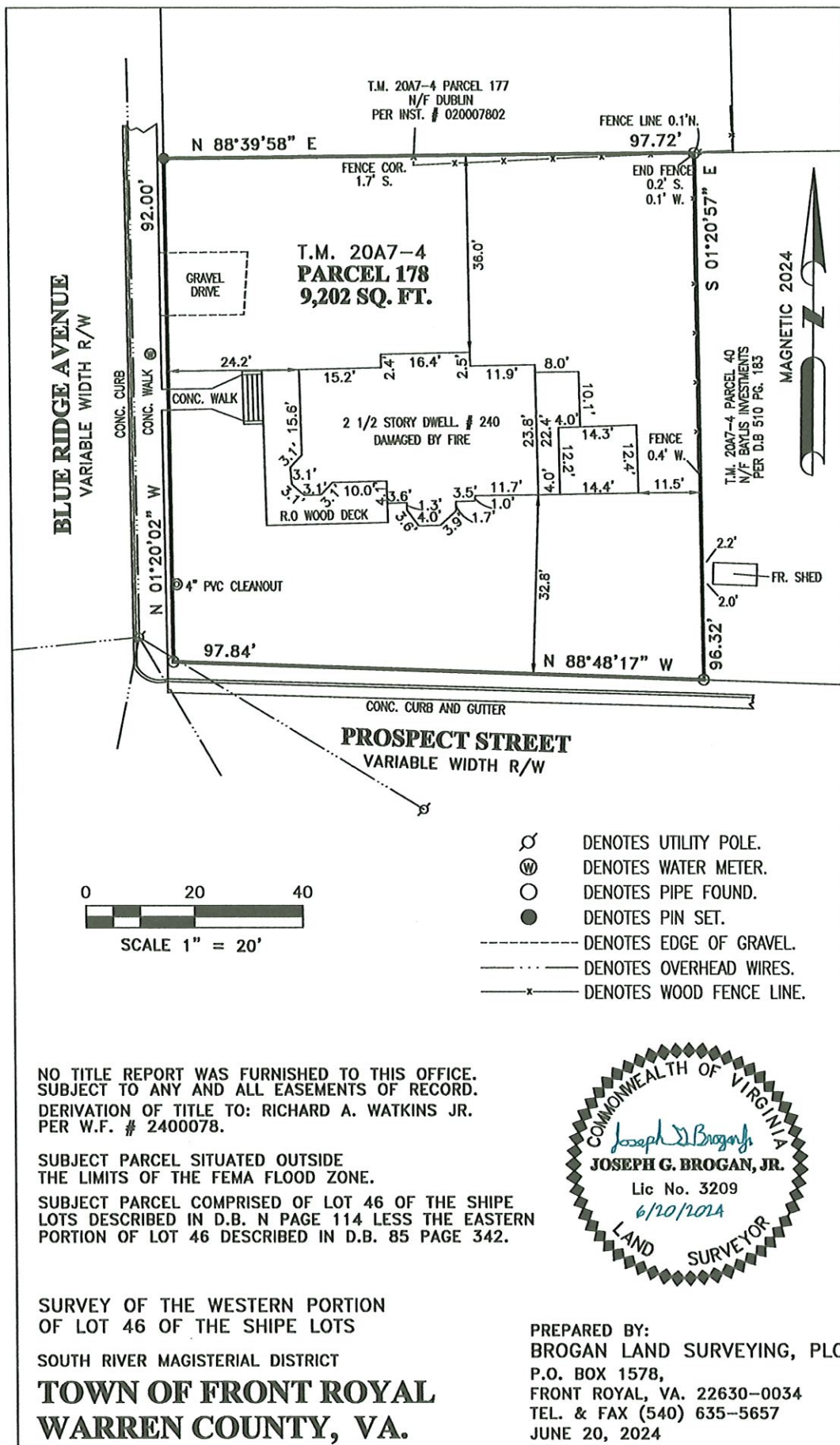
Concrete foundation, sidewalks and front stoops

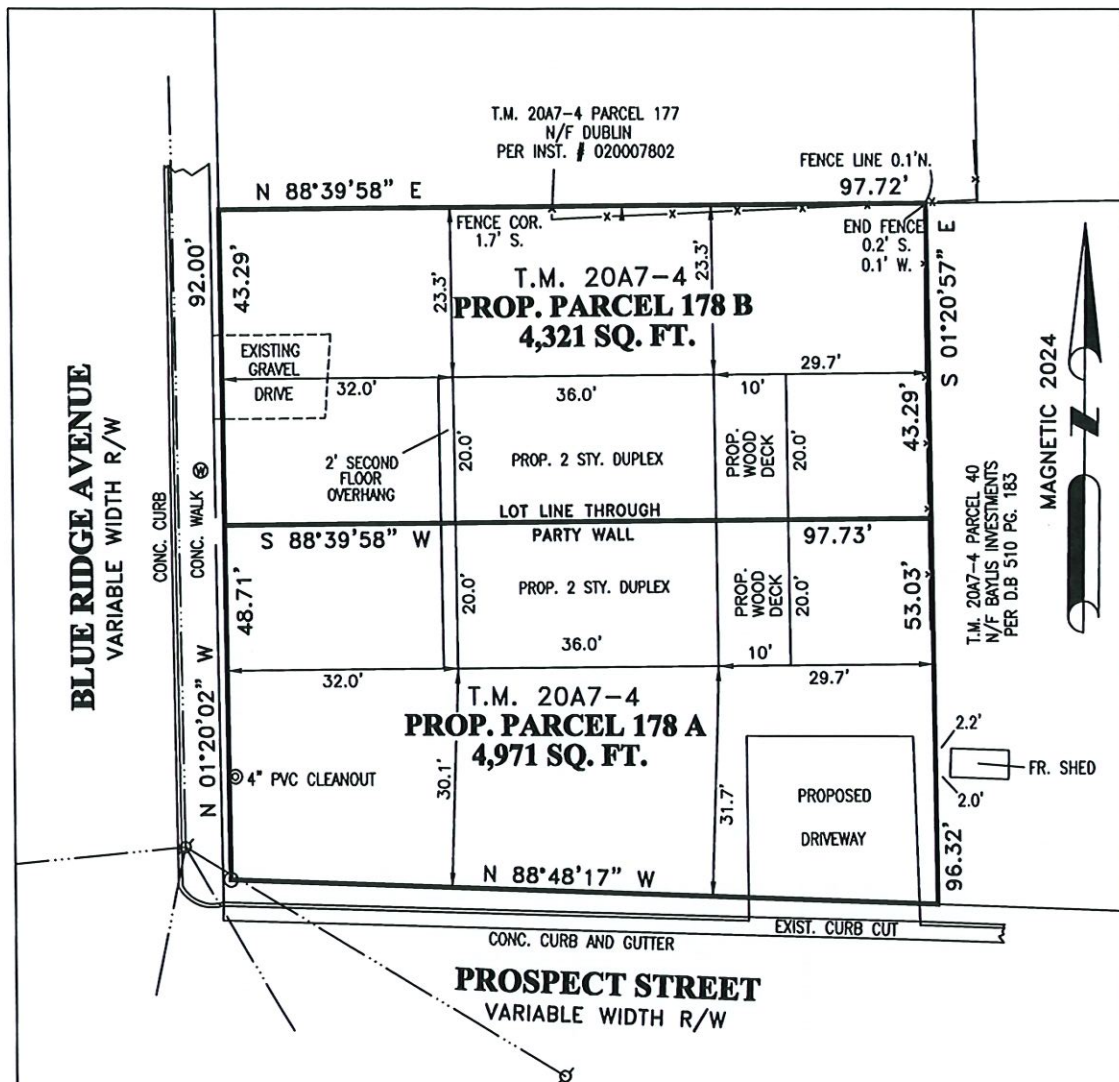
White Aluminum gutters, downspout, and white soffit/trim

Double Hung White Vinyl windows with no grills (see sample provided)

Sod Yard/ landscape in front of each unit (see pic)

Driveway-





NO TITLE REPORT WAS FURNISHED TO THIS OFFICE.
SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.
DERIVATION OF TITLE TO: TEDDY STOUT CONSTRUCTION, INC.
PER INST. # 240002545.

SUBJECT PARCEL SITUATED OUTSIDE
THE LIMITS OF THE FEMA FLOOD ZONE.

SUBJECT PARCEL COMPRISED OF LOT 46 OF THE SHIPECOTT
LOTS DESCRIBED IN D.B. N PAGE 114 LESS THE EASTERN
PORTION OF LOT 46 DESCRIBED IN D.B. 85 PAGE 342.

PLAT SHOWING PROPOSED DUPLEX
ON LOT 46 OF THE SHIPECOTT

SOUTH RIVER MAGISTERIAL DISTRICT

TOWN OF FRONT ROYAL
WARREN COUNTY, VA.



PREPARED BY:
BROGAN LAND SURVEYING, PLC
P.O. BOX 1578,
FRONT ROYAL, VA. 22630-0034
TEL. & FAX (540) 635-5657
AUGUST 10, 2024

No Grills in windows



brighi MLS

Front Blue Ridge Ave



Blue Ridge Ave

Right Elevation

Prospect Street

Neighbors House



Left Elevation

Blue Ridge Ave



Front Door w/ Decorative Roof

Example to Recreate Original House



Both front and Prospect St Bay Windows
to have scallop appearance on bay windows



130 W 9th St Project
To Rn Down Above House and built
Below townhomes





RECONNAISSANCE SURVEY FORM

IDENTIFICATION
=====

VDHR IDENTIFICATION #: 112-0055-248

Property Names

House, 240 Blue Ridge AveCommon

NR Resource Type: Building
VDHR Historic Context: Domestic

ADDRESS/LOCATION
=====

Addresses

240Blue Ridge AvenueCurrent

Vicinity of: Municipality: Front Royal
County/Independent City: Warren
State: VA ZIPCode 22630
Magisterial District: South River District
USGS Quad Name: FRONT ROYAL

Local Tax Code: Section Parcel
20A74-178

Location: northeast corner of intersection of Blue Ridge Avenue and
Prospect Street

Name of Historic District:
Name of Potential Historic District: Front Royal Historic District

SITE DESCRIPTION
=====

Site plan on file at VDHR? Yes

Physical Character of General Surroundings: Town
Physical Character of Immediate Setting: Residential

Site Description Notes/Notable Landscape Features

The house sits at the front of a flat lot that includes
several mature trees.

CLASSIFICATION AND COUNT
=====

NR Resource Type: BuildingOwnership Categories: P

NR Resource Count

1 Building	Contributing	TOTAL:	1
		Contrib:	1
		Non-Contrib:	0

1 Single Dwelling	Contributing	TOTAL:	1
		Contrib:	1
		Non-Contrib:	0

=====

PRIMARY COMPONENTS AND MATERIALS

Interior Description:

Architectural Description

Three-story corner tower w/conical roof and ball finial.
Windows have multiple small panes around outside edge.
Two-story bay window on side. 1-story, 6-bay wrap-around
porch w/ turned posts, spindle frieze, sawn brackets. Double
front doors.

SECONDARY RESOURCES DESCRIPTION

=====

An outbuilding exists on the property which may or may not be a
contributing resource. Regardless, this structure needs to be
documented photographically.

SIGNIFICANCE

=====

Year Built: 1890 Source of Year Built: Site Visit

ARCHITECTURAL AND HISTORICAL STATEMENT

=====

Good example of Queen Anne style dwelling. One of the finest examples of
this style in Front Royal. Original wooden shingles may be underneath
later asphalt shingles. The house anchors an prominent corner and the
corner makes a significant gesture towards the intersection. The site
also includes nice trees.

BIBLIOGRAPHIC DATA

=====

GRAPHIC DOCUMENTATION

=====

Medium	Media	ID#	Frame(s)	

B&W 35mm Photos	12820		37 0	2/ /1993

CURRENT OWNERSHIP INFORMATION

=====

SURVEYOR'S NOTES

=====

CULTURAL RESOURCE MANAGEMENT

=====

Date	CRM Event	Agency/Individual	Assoc ID#
------	-----------	-------------------	-----------

1/ /1993 Reconnaissance
Survey-

Preservation Assoc.- Neville
Neville



CLOSED MEETING AGENDA STATEMENT

Meeting Date: September 23, 2024

Item# 12

MOTION ON TO GO INTO CLOSED MEETING

[to be approved by affirmative recorded vote, with motion set forth in detail in the minutes]

I move that Town Council convene a closed meeting, pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purpose and that Council consider taking action on these matters in open session:

1) pursuant to §2.2-3711(A)(1) of the Code of Virginia, for the discussion, consideration, assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees, or employees of any public body, more specifically the Town Attorney, and,

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.

Moved _____ Seconded _____

VM Sealock _____ Ingram _____ Morris _____ Rappaport _____ DeDomenico-Payne _____ Wood _____