



**TOWN OF FRONT ROYAL, VIRGINIA
TOWN COUNCIL MEETING**

Monday, March 10, 2014 @ 7:00 p.m in the Warren County Government Center

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call
4. Approval of the Regular Council Meeting minutes of February 24, 2014.
5. Receipt of Petitions and/or Correspondence from the Public
6. Reports:
 - a. Report of special committees or Town officials and Town Manager.
 1. Report from NSVRC – Martha Shickle
 - b. Requests and inquiries of Council members.
 - c. Report of the Mayor
 - d. Proposals for addition/deletion of items to the Agenda.

***7. CONSENT AGENDA ITEMS – (ROLL CALL VOTE REQUIRED)**

- A. COUNCIL APPROVAL – Proclamation – “disability Awareness Week 2014”
- B. COUNCIL APPROVAL – Proclamation – “Kick Butts Day”
- C. COUNCIL APPROVAL – Proclamation – “Paint the Town Purple Day”
- D. COUNCIL APPROVAL – Liaison Committee Meeting Agenda Items

**The nature of a consent agenda is such that discussion of individual items does not occur.*

8. **PUBLIC HEARING** – Ordinance Amendment for Height and Setbacks for Wireless Telecommunication Towers (1st Reading)
9. **PUBLIC HEARING** – Ordinance Amendment for the Finished Side of Fences (1st Reading)
10. **PUBLIC HEARING** – Ordinance Amendment to Set Real Estate and Personal Property Taxes for FY14-15 (1st Reading)
11. **COUNCIL APPROVAL** – Local Government Challenge Grant Application for Blue Ridge Arts Council and Front Royal Oratorio Society
12. **COUNCIL APPROVAL** – Request for Waiver of Sidewalk Installation on W. 15th Street
13. **COUNCIL APPROVAL** – Resolution and Schedule for Participating in the AMP Converge Demand Response Program
14. **COUNCIL AUTHORIZATION** – Purchase Property for Police Department
15. **COUNCIL REFER TO ECONOMIC COMMITTEE** – Arterial Commercial Zoning
16. **CLOSED MEETING** – Investment of Public Funds for Acquisition of Public Right-of-Way



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

Page 1
Item No. 7(A)

Meeting Date: March 10, 2014

Agenda Item: COUNCIL APPROVAL – Proclamation – *“disability Awareness Week 2014”*

Summary: Council has received a request from Executive Director Donald Price of Access Independence, Inc. seeking to proclaim April 12 – 18, 2014 as *“disability Awareness Week 2014”* in the Town of Front Royal.

Budget/Funding: None

Attachments: Letter from Mr. Price and Proclamation

Meetings: None

Staff Recommendation: Approval ✓ Denial

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

Proposed Motion: I move that Council approve a Proclamation proclaiming April 12 – 18, 2014 as *“disability Awareness Week 2014”* in the Town of Front Royal.

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

Approved By: JB

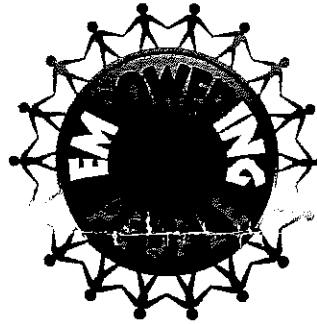


Access
Independence, Inc.

324 Hope Drive
Winchester, VA 22601

January 31, 2014

Town of Front Royal
Mayor Timothy Darr
Town Hall
P.O. Box 1560
Front Royal, VA 22630



Dear Mayor Darr,

Please find attached Access Independence's
proclamation request for the observance of April 12 through 18, 2014 as

NORTHERN SHENANDOAH VALLEY disABILITY AWARENESS WEEK 2014.

The theme of NSV dAW 2014 is **"EMPOWERING PEOPLE"**. We appreciate your support
of this observance which focuses attention on conditions that affect all of us.

Central to our activities this year are various events which will bring attention to the
successes of people with disabilities in our community, as well as recognition to businesses and
individuals who have gone the extra mile in breaking down barriers which limit the access to
many people, such as architectural structures, prejudices, and ignorance.

Some of those who are or have been involved in former disAbility Awareness Week
activities include: Clarke County Parks and Recreation Department; Virginia Department of
Vocational Services, VATS, Shenandoah University; Lord Fairfax Community College; Handley
Regional Library; the public schools of the Northern Shenandoah Valley Regional Commission;
the Frederick County Parent Resource Center; Boy Scout Troop 107; Barry Lee and WINC
Radio; Valley Health Systems; HN Funkhouser Co.; and a variety of other community members,
both individual and group involvement.

Thank you for your assistance.

Sincerely,

Donald K Price

Donald K Price
Executive Director
Access Independence, Inc.
www.accessindependence.org
Facebook: <http://www.facebook.com/pages/Access-Independence-Inc/193121722897>

Enclosed: Sample of Proclamation Statement

promoting independent living

Office: (540) 662-4452 Fax: (540) 662-4474 TDD: (540) 662-5556

Proclamation

- WHEREAS, the United States Congress enacted the Americans with Disabilities Act in 1990, prohibiting discrimination against people with disabilities in employment, public accommodations, transportation and telecommunications; and
- WHEREAS, the Commonwealth of Virginia enacted the Virginians with Disabilities Act in 1985 to assure equal opportunity to persons with disabilities in the Commonwealth, and it is the policy of this Commonwealth to encourage and enable persons with disabilities to participate fully and equally in the social and economic life of the Commonwealth and to engage in remunerative employment; and
- WHEREAS, people with disabilities often overcome common misunderstandings about their circumstances and make valuable contributions to their families and communities; and
- WHEREAS, disability is a natural part of the human experience, and individuals with disabilities deserve the same rights as their peers to live independently, enjoy self-determination, make choices, contribute to society and participate fully in the American experience; and
- WHEREAS, the community plays a central role in enhancing the lives of people with disabilities, and people with disabilities benefit from having a network of supportive friends and family, accommodating employers and community leaders who are aware of the needs and abilities of people with disabilities; and
- WHEREAS, millions of people in the United States have disabilities and we all must make a conscious effort to discover their functional abilities and to remove the barriers met in their effort to acquire independence; and
- WHEREAS, it is the goal of Access Independence, Inc. to involve the community in all aspects of disAbility Awareness Week and establish an atmosphere that supports awareness and education of on-going initiatives to enhance public understanding of, and appreciation for, abilities possessed by those of us who experience life with disabilities.

NOW, THEREFORE I (we) _____,
do hereby proclaim APRIL 12-18, 2014 as

NORTHERN SHENANDOAH VALLEY disABILITY AWARENESS WEEK 2014,

and I (we) call this observance to the attention of all of those people who live in the _____
to work together to raise awareness and
understanding of the abilities of people with disabilities.

Passed and adapted by _____
on _____, 2014, by a vote of all members present.



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

Page 1
Item No. 7(B)

Meeting Date: March 10, 2014

Agenda Item: COUNCIL APPROVAL – Proclamation – *“Kick Butts Day 2014”*

Summary: Council has received a request from YM Cpl. James Villatoro of the Blue Ridge Young Marines is seeking to proclaim March 19, 2014 as *“Kick Butts Day 2014”* in the Town of Front Royal.

Budget/Funding: None

Attachments: E-mail from Mr. Villatoro and Proclamation

Meetings: None

**Staff
Recommendation:** Approval ✓ Denial

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

Proposed Motion: I move that Council approve a Proclamation proclaiming March 19, 2014 as *“Kick Butts Day 2014”* in the Town of Front Royal.

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

Approved By: JB

Tina Presley

From: Jennifer Berry
Sent: Monday, February 24, 2014 3:00 PM
To: Tina Presley
Subject: FW: Kicks Butt Day Proclamation-
Attachments: KICK BUTTS DAY PROCLAMATION.docx

Tina,
Did you receive this one for the next meeting?

From: Kristine Villatoro [<mailto:kvillato5@yahoo.com>]
To: Jennifer Berry
Subject: Kicks Butt Day Proclamation-

Good Morning Ms. Berry.

On behalf of the Blue Ridge Young Marines I would like to submit the following proclamation to be submitted to the Town Council for approval...Kick Butts Day March 19, 2014. Please see the attached proclamation.

Thank you
I hope you have a good day.
YM Cpl. James Villatoro
Blue Ridge Young Marines.

KICK BUTTS DAY PROCLAMATION

Whereas, nationwide, one fifth of all high school students (grades 9-12) are current smokers; along with nearly one out of every ten eighth graders;

Whereas, three million high school students are current smokers; and more than a third of all kids who ever try smoking a cigarette become new regular, daily smokers before leaving high school;

Whereas, one out of three youth smokers will ultimately die prematurely from smoking-related diseases, unless current trends are reversed;

Whereas, smoking kills more than 400,000 Americans each year, representing more deaths than from AIDS, alcohol, car accidents, murders, suicides, drugs and fires combined;

Whereas, most of these deaths could be prevented;

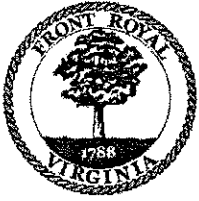
Whereas, Kick Butts Day is an annual national initiative sponsored by the Campaign for Tobacco-Free Kids that makes elementary, middle and high school students leaders in the fight against youth tobacco use and exposure to secondhand smoke; and

Whereas, the children of Town of Front Royal, Virginia will no longer tolerate the tobacco industry's efforts to manipulate them into buying lethal and addictive products through insidious advertising campaigns and marketing practices; and

Whereas, Timothy W. Darr, Mayor of Town of Front Royal, wishes to stand up with the children of Town of Front Royal, Virginia in opposition to the sale, advertising and marketing of tobacco products to children;

Therefore, be it resolved, that March 19, 2014, is hereby declared "**Kick Butts Day 2014**" in

Town of Front Royal.



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

Page 1
Item No. 7(C)

Meeting Date: March 10, 2014

Agenda Item: COUNCIL APPROVAL – Proclamation – *“Paint the Town Purple Day”*

Summary: Council has received a request from Donna Strickler, Steering Committee Member of the Front Royal-Warren County Relay for Life seeking to proclaim Sunday, May 4, 2014 as *“Paint the Town Purple Day”* in the Town of Front Royal.

Budget/Funding: None

Attachments: Letter from Ms. Strickler and Proclamation

Meetings: None

Staff Recommendation: Approval ✓ Denial

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

Proposed Motion: I move that Council approve a Proclamation proclaiming Sunday, May 4, 2014 as *“Paint the Town Purple Day”* in the Town of Front Royal.

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

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

Approved By: JB



February 24, 2014

Town of Front Royal
Attn: Steve Burke, Town Manager
PO Box 1560
Front Royal, VA 22630

Dear Mr. Burke,

The Front Royal-Warren County Relay for Life is an organization within the American Cancer Society that helps to raise money and bring awareness to cancer. This year's Relay will once again be an overnight event beginning on Saturday, May 31, 2014 at 6:00 pm and ending on Sunday, June 1, 2014 at 6:00 am.

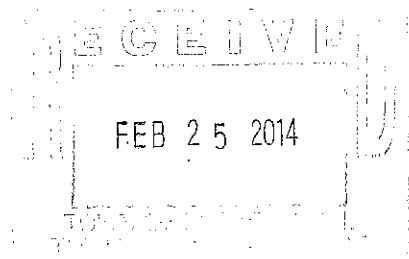
One of the ways that we would like to bring awareness to our community is by requesting that the Front Royal Town Council declare Sunday, May 4, 2014 as "Paint the Town Purple Day".

With this declaration in mind, our Relay Steering Committee is requesting permission to hold an Ice Cream Social on the afternoon of May 5th at the Gazebo at 2:00 pm, consisting of our Steering Committee members, Relay participants, and community members. We would also like to invite Mr. Tim Darr, Mayor, members of the Front Royal Town Council, and you to attend if at all possible.

If the ice cream social request is approved, we would also like permission to decorate the gazebo with purple ribbons, and if we can arrange it, have some type of musical entertainment. Please feel free to contact me with any questions you may have at 540-635-2171, ext. 34237.

Sincerely,

Donna Strickler
Steering Committee Member
Front Royal-Warren County Relay for Life



~ Proclamation ~

Paint the Town Purple

WHEREAS, cancer is a group of diseases characterized by uncontrolled growth and spread of abnormal cells which, if not controlled, can result in death; and

WHEREAS, tens of thousands of new cases of cancer are estimated to occur in our State, and approximately 13,900 people are expected to die from cancer this year; and

WHEREAS, the American Cancer Society is a voluntary community based health organization in Virginia dedicated to eliminating cancer as a major health problem, and

WHEREAS, the Relay for Life is a "Celebration of Life" benefiting the American Cancer Society; and

WHEREAS, the Relay for Life is a community affair held throughout the State of Virginia which presents an opportunity to dust off our camping gear, slip on our walking shoes and network with business associates, family and friends;

NOW THEREFORE, I Timothy W. Darr, on behalf of the Town Council of the Town of Front Royal, Virginia, do hereby proclaim Sunday, May 4, 2014 as:

"Paint the Town Purple Day"

throughout Front Royal and we urge citizens to recognize and participate in the Relay for Life and Paint the Town Purple events held in this community.

SIGNED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

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



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

Page 1
Item No. 7(D)

Meeting Date: March 10, 2014

Agenda Item: COUNCIL APPROVAL – Liaison Committee Meeting Agenda Items

Summary: Council is requested to approve the following items to be included on the March 20, 2014 Liaison Committee Agenda:

- 1) Law Enforcement of the Skate Park
- 2) Catlett Mountain Landfill Improvements
- 3) Leach Run Parkway Project
- 4) Waste Water Treatment Plant/Septage Receiving Facility
- 5) South Fork Bridge Lighting Agreement for Installation/Maintenance
- 6) Route 340/522 Corridor
- 7) FRLP
- 8) Proposed Park-N-Ride Location
- 9) Riverton Substation (Warren County Plan Review Update)
- 10) Property Boundary Adjustment Process

Budget/Funding: None

Attachments: None

Meetings: Work Session held March 3, 2014

Staff

Recommendation: Approval ☒ Denial ☐

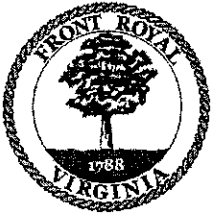
Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve the following items to be included on the March 20, 2014 Liaison Committee Agenda: 1) Law Enforcement of the Skate Park; 2) Catlett Mountain Landfill Improvements; 3) Leach Run Parkway Project; 4) Waste Water Treatment Plant/Septage Receiving Facility; 5) South Fork Bridge Lighting Agreement for Installation/Maintenance; 6) Route 340/522 Corridor; 7) FRLP; 8) Proposed Park-N-Ride Location; 9) Riverton Substation (Warren County Plan Review Update); 10) Property Boundary Adjustment Process

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

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

Approved By: JB



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

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Item No. 8

Meeting Date: March 10, 2014

Agenda Item: PUBLIC HEARING – Ordinance Amendment for Height and Setbacks for Wireless Telecommunication Towers (*1st Reading*)

Summary: Council is requested to consider an amendment to the Town Code that would modify Sections 175-103 and 175-110.4. The proposed changes would modify the definition of Wireless Telephone Towers and include a provision that would allow Town Council to reduce the required setback under certain engineering specifications.

Budget/Funding: None

Attachments: Ordinance amendment

Meetings: Work Session held February 18, 2014

Staff Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council affirm on its first reading an amendment to the Town Code that would modify Sections 175-103 and 175-110.4 pertaining to height and setbacks for wireless telecommunication towers as presented.

ROLL CALL VOTE REQUIRED

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

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

Approved By: JB

**ORDINANCE TO AMEND SECTIONS 175-3 AND 175-110.4 OF THE FRONT ROYAL
TOWN CODE PERTAINING TO HEIGHT AND SETBACKS FOR WIRELESS
TELECOMMUNICATION TOWERS**

WHEREAS, the proposed changes would modify the definition of Wireless Telephone Towers and include a provision that would allow Town Council to reduce the required tower setbacks under certain conditions when breakpoint technology is used; and,

WHEREAS, the proposed amendments were recommended for adoption by the Front Royal Planning Commission on December 18, 2013; and,

NOW, THEREFORE, BE IT ENACTED by the Town Council of the Town of Front Royal, Virginia that Section 175-3 and 175-110.4 of the Front Royal Code be hereby amended as follows:

Section 175-3 DEFINITIONS

BREAKPOINT TECHNOLOGY – means the particular design of a monopole wireless telecommunication tower, certified by an engineer licensed in the Commonwealth of Virginia, that devises a specified point of the structure, referred to as the breakpoint, to have stresses concentrated so that the breakpoint is at least five percent (5%) more susceptible to failure than any other point along the structure, so that in the event of a structural failure, the failure will occur at the breakpoint rather than at the base plate, anchor bolts, or any other point on the structure.

FALL ZONE – means an area around the base of a wireless telecommunication tower required to be kept clear of buildings, other than those accessory to the wireless telecommunication tower, for the purpose of containing debris in the event of a tower structural failure. The fall zone is measured by a circular radius around the wireless telecommunication tower that equals the structure's height.

WIRELESS TELEPHONE (CELL PHONE) COMMUNICATIONS TELECOMMUNICATION TOWERS - Facilities for the proviso of personal wireless services, as defined by 47 U.S.C Section 332 (Section 704 of the Telecommunications Act of 1996), including those Federal Communications Commission licensed commercial wireless telecommunications services such as cellular, personal communications services (PCS), specialized mobile radio (SMR), enhanced specialized mobile radio (ESMR), and unlicensed wireless services and common carrier wireless exchange access services; also referred to generally as "tower(s)" under Section 175-110.4.

**Section 175-110.4 PERFORMANCE STANDARDS FOR WIRELESS
TELECOMMUNICATION TELEPHONE (CELL PHONE) COMMUNICATION
TOWERS**

A. The following sites shall be considered by applicants as the preferred order of location of proposed broadcasting or communication facilities:

1. Existing wireless telecommunication ~~broadcasting or communications~~ towers.

2. Public structures, such as water towers, utility structures, fire stations, bridges, and other public buildings within all zoning districts not utilized primarily for residential uses.

3. New **wireless telecommunication towers** structures.

B. No new tower shall be permitted unless the applicant demonstrates to the reasonable satisfaction of Town Council that no other existing tower or structure can reasonably accommodate the applicant's proposed antenna.

C. The maximum height of any wireless **telecommunication** ~~telephone (cell phone) communications~~ tower shall be made a condition of the special permit, but in no event shall exceed one hundred fifty feet (150') above finished grade of the property upon which it stands.

D. Wireless ~~telephone (cell phone) communications~~ **telecommunication** towers shall conform to each of the following minimum setback **and minimum yard** requirements:

1. Towers shall have a minimum front, side and rear yard setback equal to the height of the tower; **except that, Town Council may allow a reduction to these setback standards when it is designed with breakpoint technology. If the wireless telecommunication tower has been constructed using breakpoint technology, as defined, the minimum setback distance shall be equal to one hundred percent (100%) of the distance from the top of the structure to the height of the breakpoint, plus the standard minimum setback distance for the underlying zoning district; except that, in no case shall the setback be less than ½ the height of the entire tower.**

2. Towers guys and accessory structures shall satisfy the minimum setback requirements of the underlying zoning district.

3. Towers shall not be located between the principal structure and a public street.

E. All towers shall be designed, structurally, electrically and in other respects, to accommodate both the applicant's antennas and comparable antennas for at least two (2) additional users.

F. Towers shall be illuminated as required by the Federal Communications Commission (FCC) and/or the Federal Aviation Administration (FAA), but no lighting shall be incorporated if not required by the FCC and/or FAA, other than essential security lighting. Site lighting shall not be directed toward adjacent properties.

G. The use of any portion of a tower for signs other than warning or equipment information signs is prohibited.

H. Before activating the facility into service the applicant/developer shall provide the Town with a certificate by a qualified consultant that the radio frequencies used by the facility shall not interfere with any other pre-existing radio frequencies in use within the coverage area of the facility including, but not limited to, public safety communication frequencies.

I. For any proposed tower, photographs shall be taken of a balloon test, which shall be conducted as follows:

1. The applicant shall provide the Administrator with at least seven (7) days prior notice of the conducting of the test; provided that this deadline may be extended due to inclement weather or by the agreement of the applicant and the Administrator.

2. The test shall consist of raising one or more balloons from the site to a height equal to the proposed facility.

3. The balloons shall be of a color or material that provides maximum visibility.

4. The photographs of the balloon test shall be taken from the nearest residence and from appropriate locations on abutting properties, along each publicly used road from which the balloon is visible, and other properties and locations as deemed appropriate by the Administrator.

J. If antennas are proposed to be added to an existing structure, all existing antennas and other equipment on the structure, as well as all ground equipment, shall be identified by owner, type and size. The method(s) by which the antennas will be attached to the mounting structure shall be depicted.

K. The Town shall require the review of the application by a third-party consultant retained by the Town at the expense of the applicant.

L. The applicant shall execute a letter of intent to allow other parties to share space (co-locate) on their tower and negotiate in good faith with other interested parties, including the Town Council and the Board of Supervisors of Warren County for emergency services radio and telephone facilities.

M. The tower construction shall be of a design that minimizes the visual impact of the tower and related facilities shall be camouflaged and/or screened from view from adjacent properties and rights-of-way to the greatest extent practicable. To this end, the application must provide for the retention of existing stands of trees and the installation of screening where existing trees do not mitigate the visual impact of the facility. Such screening shall, at a minimum, include a double row of evergreen trees at least two inches (2") in diameter at breast height separated by not further than ten feet (10') on center. The Planning Commission may recommend and the Council may require additional trees and screening when the minimum provisions do not mitigate adverse visual impacts of the facility.

N. The electromagnetic fields produced by the facility and any attachments to the tower do not exceed the radio frequency emissions standards established by the American National Standards Institute (ANSI).

O. The tower shall be inspected annually and certified as safe by a private firm acceptable to the Town and contracted for by the applicant. A copy of the inspection report with a certification that the tower is structurally safe and all microwave equipment is in proper working condition shall be provided to the Town Manager.

P. The tower shall be demolished and removed within ninety (90) days after abandonment. In order to ensure the demolition and removal of the tower, the applicant shall post and keep in place a renewable letter of credit or other security with adequate surety in a form acceptable to

the Town Attorney and in an amount reasonably determined by the Town to be sufficient to pay for the costs of demolition and removal.

Q. Any equipment cabinet not located within an existing building shall be fenced only with the approval of the Administrator upon finding that the fence: (i) would protect the facility from trespass in areas of high volumes of vehicular or pedestrian traffic or in rural areas, to protect the facility from livestock or wildlife; (ii) would not be detrimental to the character of the area; (iii) would not be detrimental to the public health, safety or general welfare; and (iv) shall assist in the effective screening of the facility.

R. Each tower shall be constructed so that all cables, wiring and similar attachments that run vertically from the ground equipment to the antennas are placed on the pole to face the interior of the property and away from public view, as determined by the Administrator, or so that vertical cables, wiring and similar attachments are contained within the tower's structure.

S. The following shall be submitted to the Administrator after installation of the tower is completed and prior to issuance of a certificate of occupancy: (i) certification by a registered surveyor stating the height of the tower, measured both in feet above ground level and in elevation above mean sea level, using the benchmarks or reference datum identified in the application; and (ii) certification stating that any lightning rod's height does not exceed two (2) feet above the top of the tower and width does not exceed a diameter of one (1) inch.

This ordinance shall become effective upon passage.

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____ 2014, upon the following recorded vote:

Thomas H. Sayre	Yes/No	Bret W. Hrbek	Yes/No
Hollis L. Tharpe	Yes/No	Eugene R. Tewalt	Yes/No
N. Shae Parker	Yes/No	Daryl L. Funk	Yes/No

A public hearing on the above was held on _____, 2014 having been advertised in the Northern Virginia Daily on _____, 2014 and _____, 2014. The Ordinance was enacted at the Regular Meeting of the Town Council held _____ 2014.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____



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

Page 1
Item No. 9

Meeting Date: March 10, 2014

Agenda Item: PUBLIC HEARING – Ordinance Amendment for “Finished” Side of Fences
(1st Reading)

Summary: Council is requested to consider an amendment to the Town Code that would modify Section 175-102. The proposed changes would require new fences to be constructed to face neighboring residential properties and public streets with the finished side.

Budget/Funding: None

Attachments: Ordinance amendment

Meetings: Work Session held February 18, 2014

**Staff
Recommendation:** Approval ✓ Denial

Proposed Motion: I move that Council affirm on its first reading an amendment to the Town Code that would modify Section 175-102 pertaining to the “finished” side of fences as presented.

ROLL CALL VOTE REQUIRED

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

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

Approved By: JB

**ORDINANCE TO AMEND SECTION 175-102 OF THE FRONT ROYAL TOWN CODE
PERTAINING TO FENCES**

WHEREAS, the proposed changes would require that the finished side of a fence face neighboring residential properties and public streets; and,

WHEREAS, if adopted would only apply to new fences; and,

WHEREAS, the proposed amendments were recommended for adoption by the Front Royal Planning Commission on December 18, 2013; and,

NOW, THEREFORE, BE IT ENACTED by the Town Council of the Town of Front Royal, Virginia that Section 175-102 of the Front Royal Code be hereby amended as follows:

175-102 FENCES

A. No fragile, readily flammable material, such as paper, cloth or canvas, shall constitute a part of any fence, nor shall any such material be employed as an adjunct or supplement to any fence.

B. Fences on corner lots shall meet the requirements of Section 175-101.

C. Fences in residential districts shall not exceed the height of four (4) feet in the required front yard or six (6) feet in the side or rear yard as measured from the top most point thereof to the ground or surface, along the center line of the fence.

D. Within commercial zoning districts, fences located within the front yard shall not exceed the height of six (6) feet as measured from the top most point thereof to the ground or surface, along the center line of the fence. Fences located within commercial zoning districts may be eight (8) feet in height when located within a side or rear yard. The Planning Director may authorize fences in the front yard to be up to eight (8) feet in height when the additional height is determined to be necessary for safety or screening purposes of permitted uses. Appropriate landscape screening may be required for approval of additional fence height in the front yard.

E. Fences surrounding industrial sites, public playgrounds, institutions or schools may not exceed a height of fourteen (14) feet.

F. No fence shall be constructed or altered to include protruding nails, or other materials, that would create a dangerous condition.

G. Notwithstanding the other requirements of this chapter, a finished fence side shall face toward improved public streets and adjoining lots used for residential purposes. For the purposes of this requirement, a finished fence side shall consist of the side covered with pickets, or similar material, such as, but not limited to, panels, wire, and/or fabric, if any, and opposite of a side with exposed rails, or similar supports, excluding posts and caps. Illustration 175-102.G. depicts a typical finished side of a fence.

This ordinance shall become effective upon passage.

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____ 2014, upon the following recorded vote:

Thomas H. Sayre Yes/No

Bret W. Hrbek Yes/No

Hollis L. Tharpe Yes/No

Eugene R. Tewalt Yes/No

N. Shae Parker Yes/No

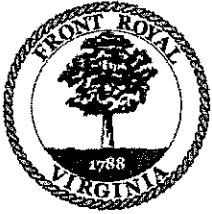
Daryl L. Funk Yes/No

A public hearing on the above was held on _____, 2014 having been advertised in the Northern Virginia Daily on _____, 2014 and _____, 2014. The Ordinance was enacted at the Regular Meeting of the Town Council held _____ 2014.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____



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

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Item No. 10

Meeting Date: March 10, 2014

Agenda Item: PUBLIC HEARING – Ordinance Amendment to Set Real Estate and Personal Property Taxes for Fiscal Year 2014-2015 (*1st Reading*)

Summary: Council is requested to consider an amendment to the Town Code to set the Town Real Estate Tax Rate at \$.13 per \$100 assessed value, which represents an increase of \$.02 over the current year's rate; the Personal Property Tax Rate at \$.64 per \$100 assessed value, which represents no increase over the current year's rates. The increase in the real estate tax rate will be used for the new Police Department Headquarters and the construction of the Leach Run Parkway. If approved the new rate would go into effect July 1, 2014.

Budget/Funding: None

Attachments: Ordinance and Cash Flow Spreadsheet

Meetings: Work Sessions held February 3 & 18, 2014

Staff Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council affirm on its first reading an amendment to the Town Code to set the Real Estate Tax Rate at \$.13 per \$100 assessed value which represents an increase of \$.02 over the current year's rate to be used for the new Police Department Headquarters and the construction of Leach Run Parkway; and, the personal property tax rate at \$.64 per \$100 assessed value, which represents no increase over the current year's rate for Fiscal Year 2014-2015, effective July 1, 2014.

ROLL CALL VOTE REQUIRED

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

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

Approved By: JSB

**AN ORDINANCE TO AMEND SECTION 75-44 (C) OF THE FRONT ROYAL TOWN
PERTAINING TO REAL ESTATE AND PERSONAL PROPERTY TAX RATES**

WHEREAS, the consideration of the Real Estate Tax Rate to be increased \$.02 to \$.13 per \$100 assessed value and Personal Property Tax Rate to remain at the current rate of \$.64 for Fiscal Year 2014-2015; and,

WHEREAS, such increase of the Real Estate Tax Rate shall be used for the new Police Department Headquarters and the construction of Leach Run Parkway; and,

NOW THEREFORE, BE IT ENACTED by the Town Council of the Town of Front Royal, Virginia, that 75-44 (C) of the Front Royal Town Code is hereby amended and re-enacted as follows:

**75-44 DELINQUENT TAX LISTS - MAILING OF BILLS; DUE DATES, PENALTY
AND INTEREST; IMPOSITION OF THE TAXES AND RATES**

C. There is hereby imposed upon all real property within the limits of the Town of Front Royal, Virginia, a tax in the amount of ~~eleven~~ **thirteen** cents (~~\$0.11~~) (**\$0.13**) per one hundred dollars (\$100.00) of assessed valuation, and a tax upon all tangible personal property located within the limits of the Town of Front Royal, Virginia, in the amount of sixty cents (\$0.64) per one hundred dollars (\$100.00) of assessed valuation.

This ordinance shall become effective July 1, 2014

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____ 2014, upon the following recorded vote:

Thomas H. Sayre	Yes/No
Hollis L. Tharpe	Yes/No
N. Shae Parker	Yes/No

Bret W. Hrbek	Yes/No
Eugene R. Tewalt	Yes/No
Daryl L. Funk	Yes/No

A public hearing on the above was held on _____, 2014 having been advertised in the Northern Virginia Daily on _____, 2014 and _____, 2014. The Ordinance was enacted at the Regular Meeting of the Town Council held _____ 2014.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____

GENERAL FUND CASH FLOW

(Does not account for other Revenue or Expenditure needs)

	FY11-12	FY12-13	FY13-14	FY14-15	FY15-16	FY16-17	TOTAL
Police Headquarters¹							
Revenue	75,000	75,000	75,000	75,000	75,000	75,000	450,000
Expenditure	5,903	8,108	41,336	35,000	400,000	400,000	890,346
Cash Summary	69,097	135,990	169,654	209,654	(115,346)	(440,346)	28,703
Leach Run Parkway²							
Revenue	75,000	75,000	75,000	75,000	75,000	75,000	450,000
Expenditure	66,553	85,698	65,060	75,000	250,000	250,000	792,311
Cash Summary	8,447	(2,251)	7,689	7,689	(167,311)	(342,311)	(488,048)
Local Connector Road							
Revenue	75,000	75,000	75,000	75,000	75,000	75,000	450,000
Expenditure	0	0	0	0	0	0	0
Cash Summary	75,000	150,000	225,000	300,000	375,000	450,000	1,575,000
Building Inspection							
Revenue				10,000	10,000	10,000	30,000
Expenditure	0	0	0	130,000	100,000	100,000	330,000
Cash Summary	0	0	0	(120,000)	(210,000)	(300,000)	(630,000)
Administration Building							
Revenue		150,000	150,000	150,000	150,000	150,000	750,000
Expenditure		150,000	150,000	150,000	150,000	150,000	750,000
Cash Summary	0	0	0	0	0	0	0
2005 EDA Bond							
Revenue					251,000	251,000	502,000
Expenditure	251,000	251,000	251,000	251,000	0	0	1,004,000
Cash Summary	0	0	0	0	251,000	251,000	502,000

1 - Police Headquarters assumed schedule is design in FY14-15 and construction completed in FY15-16

2 - Leach Run Parkway assumed schedule is design in FY13-14 and construction completed in FY15-16



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

Page 1
Item No. 11

Meeting Date: March 10, 2014

Agenda Item: COUNCIL APPROVAL – Local Government Challenge Grant Application for Blue Ridge Arts Council and Front Royal Oratorio Society

Summary: Council is requested to consider approval of an application for the 2013-2014 Virginia Commission for the Arts (VCA) Local Government Challenge Grant in the names and amounts of The Blue Ridge Arts Council (BRAC) - \$5,000 and The Front Royal Oratorio Society - \$500.00. One application would be sent from the Town. Approval of this application does not obligate the Town to the \$5,500.00 match. Once the application is approved by VCA the grant monies will not be released until VCA receives a written confirmation from the Town that the matching requirement has been fulfilled. Application must be submitted before April 1, 2014.

Budget/Funding: Will be reviewed during the FY2015 Budget Cycle

Attachments: Information from BRAC and Front Royal Oratorio Society

Meetings: Work Session held February 3, 2014 for Front Royal Oratorio Society. The Blue Ridge Arts Council's information was delivered sometime afterward.

Staff

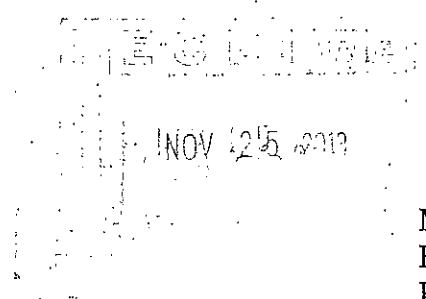
Recommendation: Approval ✓ Denial _____

Proposed Motion: I move that Council approve an application for the 2013-2014 Virginia Commission for the Arts (VCA) Local Government Challenge Grant in the names and amounts of The Blue Ridge Arts Council (BRAC) - \$5,000 and The Front Royal Oratorio Society - \$500.00 for the year 2014-2015 and direct the Town Manager to sign the Grant Application.

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

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

Approved By: JSB



Maureen Sadler, President
Front Royal Oratorio Society
PO Box 1768
Front Royal, VA 22630

Mr. Steven M. Burke, Town Manager
Town Administration Building
102 E. Main Street
Front Royal, Virginia 22630

Dear Mr. Burke:

On behalf of the Board of Directors of the Front Royal Oratorio Society, I am writing to the Town Council of Front Royal to request funding consideration for \$500.00 in the Town's upcoming budget discussions and decisions. If approved, we also ask that the Town Council submit the attached application to the Virginia Commission for the Arts (VCA) through its Local Government Challenge Grant window for matching funds.

Background

Established in 1960, the Front Royal Oratorio Society is a nonprofit, community-based choir, and stands today as the oldest such choir in the Northern Shenandoah Valley. Two core values underpin our musical mission: (1) that anyone and everyone who wishes to sing with us may do so (there is no audition process); and (2) under our charter, all Oratorio Society performances are free and open to the public. In effect, we do not want a lack of a music background to prevent any Front Royal resident from sharing his/her love of music. Moreover, we do not want lack of ability to pay to limit anyone's ability to share in the arts and be a part of the community fabric that the arts weave for all of us. We strive for excellence, believe music is part of our heritage, and that sharing music builds strong communities.

Membership

Currently, our group of 45 singers ranges in age from 17 to 85, representing virtually every demographic of the local community. We are particularly proud of the fact that our group attracts both longtime Front Royal residents as well as newcomers to the area who view singing with us as a way of being a part of Front Royal's past, present and future.

2013/2014 Season

The Front Royal Oratorio Society performs two major concerts each year, one to celebrate Christmas and the other in the spring, both held at the Front Royal Presbyterian Church. Combined, our concerts attract several hundred local residents annually, and we make a special outreach to families, children, seniors and home-bound persons.

In our current season, we will perform our Christmas concert "Gloria!" -- a program of classical, sacred and traditional Christmas music -- on December 8 in Front Royal and a spring concert in early April

2014. We were especially honored to have performed as part of Front Royal's recent 225th Founders Day celebration. Additional appearances include the annual Fourth of July festivities at the 4-H Educational Center and local charitable events.

Budget

The Society's current annual budget is approximately \$10,000, which primarily covers modest stipends for our conductor, accompanist and local area musicians. Administrative expenses are minimal. Our sources of revenue are contributions from individuals, grants from private and corporate foundations, and paid advertising in our concert program booklets.

For more than 50 years, the Front Royal Oratorio Society has been a vital part of the cultural and community fabric here in Front Royal. Our organization brings neighbors together through the arts, while at the same time fostering "hometown" civic pride and encouraging residents to patronize local businesses. We hope that the Town Council will judge our request worthy by approving \$500.00 in its upcoming budget and at the same time, submit the attached application to the Virginia Commission for the arts for matching funds through its Local Government Challenge Grant opportunity.

For any further information, please feel free to contact our Treasurer, Mr. David Freese at 540-635-4842 or DavidCFreese@yahoo.com

Sincerely yours



Maureen Sadler, President
Front Royal Oratorio Society

Attachments

1. Draft Application for VCA Local Government Challenge
2. Signed Certification of Assurance and Grant Conditions
3. Signed Racial/Ethnicity Data Collection Form
4. Packet of background materials, newspaper clippings
5. IRS Tax-exemption letter and 2013 audit report

**For the Virginia Commission for the Arts
2013-2014 Local Government Challenge Grant Application**

Local Government Name, Address, Zip Code: Front Royal, Virginia, 22630

Telephone, Email, URL: 540-633-8007; jberry@frontroyalva.com; frontroyalva.com

Federal Employer ID Number: Mr. Steve Burke, Town Manager

Contact Person: 54-6001299

Amount of Virginia Commission for the Arts assistance requested for fiscal year 2013-2014: \$250

Proposed local government arts appropriation for fiscal year 2013-2014: \$500

Sub-grants

<u>Organization</u>	<u>Mailing Address/Contact Person</u>	<u>Proposed VCA Share</u>
Front Royal Oratorio Society	PO Box 1768 Front Royal, VA 22660	100% of \$500

What is the process for awarding the above grants?

This is our first request for VCA Local Government Challenge Grant funding. Town Council of Front Royal will review our application and request and, if found to have merit and approved, will determine the ultimate funding match.

Copy of current board/council members:

Mr. Hollis L. Tharpe, Mr. Thomas H. Sayre, Mr. Bret W. Hrbek, Mr. Daryl L. Funk, Mr. Eugene Tewalt, Mr. Shae Parker

Description of the arts organization proposed to received Commission assistance through the Local Government Challenge Grant:

The Front Royal Oratorio Society, founded in 1960, is the oldest community choir in the Northern Shenandoah Valley. Originally organized as a music study/arts appreciation organization, the group begin a 50 year tradition of performing free public concerts in 1962. Each year, the group performs annual winter and spring concerts in both Front Royal (Warren County) and Winchester (Frederick county). The group welcomes all members of the community, regardless of musical background; no audition is required. Singers range in age from 17 – 87; represent a variety of backgrounds and are drawn from a 5-country surrounding area. Besides annual concerts, the Front Royal Oratorio Society performs often at civic and charitable events.

CERTIFICATION OF ASSURANCES AND GRANT CONDITIONS 2013-2014 FOR LOCAL GOVERNMENT GRANTEEES OF THE VIRGINIA COMMISSION FOR THE ARTS (COMMISSION)

Virginia Commission for the Arts grantees are required to be non-profit Virginia organizations and exempt from federal income tax under Section 501(a), which includes the 501(c)3 designation of the Internal Revenue code, or are units of government, educational institutions, or local chapters of tax exempt national organizations.

No part of any Commission grant shall be used for any activity intended or designed to influence a member of Congress or the General Assembly to favor or oppose any legislation.

Each Commission grantee will:

- provide accurate, current and complete financial records of each grant.
- maintain accounting records which are supported by source documentation.
- maintain effective control over and accountability for all funds, property, and other assets ensuring that assets are used solely for authorized purposes.
- maintain procedures ensuring timely disbursement of funds.
- provide the Commission, or its authorized representatives, access to the grant-related financial records.

The grantee will expend any and all grant funds only for purposes described in the application form and attachments. The grantee must request permission in writing to make substantial changes in budget, schedule, program, personnel. The requested changes must be approved in advance by the Commission. **NOTE:** If any project receiving grant support from the Commission has actual income in excess of expenses, the grantee must use these funds for other arts activities and the Commission must approve the organization's use of any of these excess funds up to the amount of the grant.

Each Commission grantee will comply with these federal statutes and regulations:

- Title VI, Section 601, of the Civil Rights Act of 1964, which provides that no person, on the ground of race, color or national origin, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- Title IX, Section 1681, of the Education Amendments of 1972, which provides that, with certain exceptions, no person, on the basis of sex or age, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance.
- Americans With Disabilities Act and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with physical or mental disabilities in federally assisted programs. Compliance with this Act includes the following: notifying employees and beneficiaries of the organization that it does not discriminate on the basis of handicap and operation of programs and activities which, when viewed in their entirety, are accessible to persons with disabilities. Compliance also includes maintenance of an evaluation plan developed with the assistance of persons with disabilities or organizations representing disabled persons which contains: policies and practices for making programs and activities accessible; plans for making any structural modifications to facilities necessary for accessibility; a list of the persons with disabilities and/or organizations consulted; and the name and signature of the person responsible for the organization's compliance efforts. ("ADA Coordinator")

No final report is required for the Local Government Challenge Grant. Each local government will confirm in writing to the Commission that its governing board has appropriated the matching funds. The Commission will pay the grant in full after receiving this confirmation.

In all published material (printed programs, news releases, web news, email alerts, advertisements, flyers, etc.) and announcements regarding the particular activity or activities supported, acknowledgment of the Commission must be made. A suggested phrase is "(organization or activity) is partially supported by funding from the Virginia Commission for the Arts and the National Endowment for the Arts."



2014-2015 LOCAL GOVERNMENT CHALLENGE GRANT

This form must be signed by an individual duly authorized by the governing body of the locality to act on its behalf and submitted with every grant application made to the Commission. The signature of the individual indicates the locality's compliance with all of the grant conditions listed above.

The undersigned certifies to the best of his/her knowledge that:

- the information in this application and its attachments is true and correct;
- the filing of this application has been duly authorized by the governing body of the applicant organization;
- the applicant organization agrees to comply with all grant conditions cited above.

The undersigned further certifies that he or she has the legal authority to obligate the applicant locality.

Typed Name of Authorizing Official _____ Title _____

Signature of Authorizing Official _____ Date _____

Applicant Locality Name _____

Applicant/Organization Name: Front Royal Oratorio Society

FORM BCKFOR\8891
(Updated 12/20/01)

NATIONAL STANDARD FOR ARTS INFORMATION EXCHANGE
RACIAL/ETHNICITY DATA COLLECTION FORM

Individual Applicants:

Individuals should circle **any combination** of the characteristics listed below that apply:

- A: Asian
- B: Black/African American
- H: Hispanic/Latino
- N: American Indian/Alaskan Native
- P: Native Hawaiian/Pacific Islander
- W: White

Organizational/Institutional Applicants
(e.g. school, arts group):

Using the characteristics listed below, circle the predominant group of which the staff or board or membership (not audience) is composed. Organizations should choose the **one** code that best represents 50 percent or more of its staff or board or membership. If none of these conditions apply to the organization, classify the organization "99."

- A: 50% or more Asian
- B: 50% or more Black/African American
- H: 50% or more Hispanic/Latino
- N: 50% or more American Indian/Alaskan Native
- P: 50% or more Native Hawaiian/Pacific Islander
- W: 50% or more White

99: No single group listed above represents 50% or more of staff or board or membership

For Both Individual & Organizational Applicants:

Using the characteristics listed below, indicate if the majority of the grant activities are intended to involve or act as a clear expression or representation of the cultural traditions of one particular group, or deliver services to a designated population listed below, choose that group's code from the list. If the project or activity does not emphasize the culture or traditions of one group, please circle "99." If you seek or receive general operating support or support for administrative or artistic expenses for many projects and activities and cannot select one group, please circle "99."

- A: Asian individuals
- B: Black/African American individuals
- H: Hispanic/Latino individuals
- N: American Indian/Alaskan Native individuals
- P: Native Hawaiian/Pacific Islander individuals
- W: White individuals
- 99: No single group

NOTE: Generally, an activity can be considered "a clear expression or representation of the cultural traditions of one particular group" if it is:

(1) A project in which the intent is to communicate the culture or traditions of a particular race. For example, performances by an African dance company would be coded as "Black/African American."

and/or

(2) Projects which are usually understood to be reflective of the culture or traditions of a particular race. For example, Kabuki theatre is performed in many localities, and by many Asian and non-Asian groups. All of these performances would be coded as "Asian" because regardless of who produces the work, the type of theatre itself is widely understood to be an expression of Japanese culture.

This information will be used as part of a data collection project which documents state arts agency grant-making activities nationwide. This information will be used to determine national trends in grant-making and will not be considered during the grant-making process.



Blue Ridge Arts Council, Inc

305 East Main Street
Front Royal, Virginia 22630
540.635.9909 (Main) 540.635.9908 (Fax)
www.blueridgearts.org

February 12, 2014

TO: Mr. Steven Burke, Town Manager
The Honorable Timothy W. Darr, Mayor
Members of Town Council

FROM: Blue Ridge Arts Council Board of Directors
Kym Crump, Executive Director

RE: FY 2014/2015 Budget Request

Blue Ridge Arts Council, Inc. respectfully requests that the Town of Front Royal consider funding our agency in the amount of \$5,000 for the year 2014/2015. This is a level funding request and the same amount awarded to the arts council since FY 2000/2001. The funding is necessary to continue the ongoing development of the arts and cultural enrichment for the citizens and visitors of Front Royal.

This request comes with an addendum that the town submits a Local Government Challenge Grant proposal to the Virginia Commission for the Arts for matching funds of \$5,000.00 (maximum amount allotted by VCA). The grant request must be submitted before April 1, 2014 (date as provided by the VCA). Front Royal has participated in the matching grant program since 1988, and was awarded the \$5,000.00 maximum match in VCA funds beginning with the funding year FY 2000/2001 through the current year. This is one of the few funding programs that VCA has no plans to reduce funding for during the next budget cycle, and also an opportunity for localities to bring back additional state funds to their constituency.

The Arts Council has utilized the funds from Town and the VCA Local Government Challenge Grant to fund many of our programs, most notably, a free summer concert series (a 26 year old program), monthly art exhibits and arts-enrichment programs. Last year, the arts council produced over 100 arts events, showcasing the talents of 305 performing and visual artists, and servicing over 17,000 community residents and visitors. Blue Ridge Arts

Council has been the cultural mainstay in our community throughout this time, thanks in large part to the support of our organization through your continued funding.

The Town of Front Royal has included the arts council in its annual budget since 1988. It has also submitted a grant to the VCA each year. The matching program is very valuable to the council and immediately doubles your investment in the arts council, and brings back taxpayer dollars to our own community.

Again, thank you on behalf of all who attend the summer "*Gazebo Gatherings*", for your consideration of this request, and your continued support of the arts in Front Royal.

2014-2015 LOCAL GOVERNMENT CHALLENGE GRANT

1. **2013-2014 Local Government Challenge Grant**
2. **Applicant local government name, address, including zip.**
Town of Front Royal
P.O. Box 1560
Front Royal, VA 22630
3. **Telephone, fax, e-mail, URL.**
Telephone: 540-635-8007
Fax: 540-636-7475
E-Mail: tpresley@frontroyalva.com
4. **Federal Employee ID number.**
54-6001299
5. **Contact Person.**
Steven Burke, Town Manager, Town of Front Royal
540-635-8007
6. **Amount of Virginia Commission for the Arts assistance requested for fiscal year 2014-2015.**
\$5,000.00
7. **Proposed local government appropriation for fiscal year 2014-2015.**
\$5,000.00
8. **List which local independent arts organizations will receive the Commission grant money sub grant.**

<i>Organization</i>	<i>Mailing Address/Contact Person</i>	<i>Proposed VCA Grant Share</i>
1. Blue Ridge Arts Council	305 East Main Street Front Royal, VA 22630 Kym Crump, Executive Director	\$5,000.00
9. **What is the process for awarding the above grants?**

Blue Ridge Arts Council is a non-profit organization licensed by the Virginia State Corporation with a 15-member community based board and membership from all segments from the community. The Council has been incorporated since 1987 and has continuously brought innovative, high quality arts programs, activities and events to the Front Royal community.

The Front Royal Town Council makes the final decision(s) and recommendation(s) in awarding funding for various projects. This is done at regularly scheduled Town Council meetings. The criteria used to evaluate the grant are the degree of involvement and applicability to the widest population. The arts council continues to expand their programs and offers a wide array of artistic programs to the community.
10. **Attachment A**
11. **Attachment B**

Attachment A

Council Information
TOWN OF FRONT ROYAL
As of July 1st, 2012

Mayor

Timothy W. Darr
428 W. 15th Street
Home: 636-3185
darr@frontroyalva.com
*serving 2 year term beginning July 1, 2010

Jennifer E. Berry, Clerk of Council
P.O. Box 1560
Office: 635-8007

Vice Mayor

N. Shae Parker
5 East 17th Street
Home: 631-0748
parker@frontroyalva.com
*serving 4 year term beginning July 1, 2010

Town Manager, Steve M. Burke, P.E.
P.O. Box 1560
Office: 635-8007

Town Attorney, Douglas Napier
P.O. Box 1560
Office: 635-7872

Councilmen

Thomas H. Sayre
835 Shenandoah Shores Road
Home: 635-9844
tsayre@comcast.net
*serving 4 year term beginning July 1, 2010

Hollis L. Tharpe
96 N. Charles Street
Home: 635-1014
icecream10@comcast.net
*serving 4 year term beginning July 1, 2010

Bret W. Hrbek
1207 Windsor Court
Public: 660-5732
hrbek@frontroyalva.com

Daryl Lee Funk
428 Kerfoot Ave
Public: 635-2123
funk@frontroyalva.com

Eugene R. Tewalt
1032 Wine Street
Home: 635-8227



Attachment B

Blue Ridge Arts Council, Inc. Did You Know?

- **Mission and History**

The mission of Blue Ridge Arts Council is to provide a broad base of support for the visual and performing arts, in all segments of the community, by increasing awareness, interest, knowledge and participation. Founded in 1987, Blue Ridge Arts Council is celebrating 27 years of service to the community. A 15 member community based board governs the work of the council, and employs a full time Executive Director and a part-time office manager.

- **Community**

The arts council primarily serves the Town of Front Royal and the County of Warren, and draws a significant audience and support from the residents of Winchester, Rappahannock, Frederick, Clarke, Fauquier and Shenandoah counties.

- **Major Program Areas**

- *Summer Outdoor Concert Series*

A ten week summer outdoor music and entertainment series at the Town Gazebo, highlighting a mix of music types, utilizing artists from the region and the eastern United States. The concerts are free and open to the public, and generally attract audiences of 300 to 600. This series is sponsored through a partnership with the Town of Front Royal, the County of Warren, and the Virginia Commission for the Arts.

- *Warren County Public School Arts Enrichment Partnership*

A partnership program with the local public school system bringing professional theatrical and musical performances into the public schools, servicing 5,200 students in grades K through 12. Residencies are also offered during the year, providing the opportunity for selected students to work closely with writers, dancers, musicians, and artists.

- *Art Exhibits*

A nine exhibit per year program showcasing a variety of regional and national artists, including new and emerging artists, in our gallery at 305 East Main Street. The council also coordinates showings in the following satellite galleries: Warren County Courthouse (2nd floor) and the Warren County Community Center.

- *Community Outreach Programs*

A variety of entertainment programs offered throughout the year to increase awareness and enjoyment in the arts presented in a variety of performance formats. Programs include community concerts, youth recitals in voice, piano and guitar, and seasonal performance offerings. The council is also active in many community organizations and helps in the production of many community events.

- *Instructional Programs*

Periodic continuing learning for adult and youth population is provided through a series of seminars, workshops and classes in the visual and literary art areas. We have ongoing class offerings for youth and adults in visual and performing arts, including dance, piano and voice, and new in 2014, youth musical theatre, utilizing the gallery space a minimum of 5 nights per week.

- **Accomplishments**

Blue Ridge Arts Council produced over 100 arts events, showcasing the talents of 305 visual and performing artists, servicing over 17,000 community members and visitors in FY 2013/2013.

- **Funding**

Blue Ridge Arts Council operates on a budget of \$79,000 for the current fiscal year. Approximately 25% of our funding is supplied through state and local funding, including the Virginia Commission for the Arts, Town of Front Royal, County of Warren and Warren County School Board. The remaining 75% of our revenues are derived through membership, gallery sales, and special event and projects fundraising.

CERTIFICATION OF ASSURANCES AND GRANT CONDITIONS FOR LOCAL GOVERNMENT GRANTEES OF THE VIRGINIA COMMISSION FOR THE ARTS

Virginia Commission for the Arts grantees are required to be non-profit Virginia organizations and exempt from federal income tax under Section 501(a), which includes the 501(c)3 designation of the Internal Revenue code, or are units of government, educational institutions, or local chapters of tax exempt national organizations.

No part of any Commission grant shall be used for any activity intended or designed to influence a member of Congress or the General Assembly to favor or oppose any legislation.

Each Commission grantee will:

- provide accurate, current and complete financial records of each grant.
- maintain accounting records which are supported by source documentation.
- maintain effective control over and accountability for all funds, property, and other assets ensuring that assets are used solely for authorized purposes.
- maintain procedures ensuring timely disbursement of funds.
- provide the Commission, or its authorized representatives, access to the grant-related financial records.

The grantee will expend any and all grant funds only for purposes described in the application form and attachments. The grantee must request permission in writing to make substantial changes in budget, schedule, program, personnel. The requested changes must be approved in advance by the Commission. **NOTE:** If any project receiving grant support from the Commission has actual income in excess of expenses, the grantee must use these funds for other arts activities and the Commission must approve the organization's use of any of these excess funds up to the amount of the grant.

Each Commission grantee will comply with these federal statutes and regulations:

- Title VI, Section 601, of the Civil Rights Act of 1964, which provides that no person, on the ground of race, color or national origin, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- Title IX, Section 1681, of the Education Amendments of 1972, which provides that, with certain exceptions, no person, on the basis of sex or age, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance.
- Americans With Disabilities Act and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with physical or mental disabilities in federally assisted programs. Compliance with this Act includes the following: notifying employees and beneficiaries of the organization that it does not discriminate on the basis of handicap and operation of programs and activities which, when viewed in their entirety, are accessible to persons with disabilities. Compliance also includes maintenance of an evaluation plan developed with the assistance of persons with disabilities or organizations representing disabled persons which contains: policies and practices for making programs and activities accessible; plans for making any structural modifications to facilities necessary for accessibility; a list of the persons with disabilities and/or organizations consulted; and the name and signature of the person responsible for the organization's compliance efforts. ("ADA Coordinator")

No final report is required for the Local Government Challenge Grant. Each local government will confirm in writing to the Commission that its governing board has appropriated the matching funds. The Commission will pay the grant in full after receiving this confirmation.

In **all** published material (printed programs, news releases, web news, email alerts, advertisements, flyers, etc.) and announcements regarding the particular activity or activities supported, acknowledgment of the Commission must be made. A suggested phrase is "(organization or activity) is partially supported by funding from the Virginia Commission for the Arts and the National Endowment for the Arts."

This form must be signed by an individual duly authorized by the governing body of the locality to act on its behalf and submitted with every grant application made to the Commission. The signature of the individual indicates the locality's compliance with all of the grant conditions listed above.

The undersigned certifies to the best of his/her knowledge that:

- the information in this application and its attachments is true and correct;
- the filing of this application has been duly authorized by the governing body of the applicant organization;
- the applicant organization agrees to comply with all grant conditions cited above.

The undersigned further certifies that he or she has the legal authority to obligate the applicant locality.

Typed Name of Authorizing Official Steve M. Burke, P.E.

Title Town Manager

Signature of Authorizing Official _____

Date _____

Applicant Locality Name Town of Front Royal

Applicant/Organization Name: Town of Front Royal

FORM BCKFDR\8891
(Updated 12/20/01)

NATIONAL STANDARD FOR ARTS INFORMATION EXCHANGE
RACIAL/ETHNICITY DATA COLLECTION FORM

Individual Applicants:

Individuals should circle **any combination** of the characteristics listed below that apply:

- A: Asian
- B: Black/African American
- H: Hispanic/Latino
- N: American Indian/Alaskan Native
- P: Native Hawaiian/Pacific Islander
- W: White

Organizational/Institutional Applicants

(e.g. school, arts group):

Using the characteristics listed below, circle the predominant group of which the staff or board or membership (not audience) is composed. Organizations should choose the **one** code that best represents 50 percent or more of its staff or board or membership. If none of these conditions apply to the organization, classify the organization "99."

- A: 50% or more Asian
- B: 50% or more Black/African American
- H: 50% or more Hispanic/Latino
- N: 50% or more American Indian/Alaskan Native
- P: 50% or more Native Hawaiian/Pacific Islander
- W: 50% or more White
- 99: No single group listed above represents 50% or more of staff or board or membership

For Both Individual & Organizational Applicants:

Using the characteristics listed below, indicate if the majority of the grant activities are intended to involve or act as a clear expression or representation of the cultural traditions of one particular group, or deliver services to a designated population listed below, choose that group's code from the list. If the project or activity does not emphasize the culture or traditions of one group, please circle "99." If you seek or receive general operating support or support for administrative or artistic expenses for many projects and activities and cannot select one group, please circle "99".

- A: Asian individuals
- B: Black/African American individuals
- H: Hispanic/Latino individuals
- N: American Indian/Alaskan Native individuals
- P: Native Hawaiian/Pacific Islander individuals
- W: White individuals
- ☒ 99: No single group

NOTE: Generally, an activity can be considered "a clear expression or representation of the cultural traditions of one particular group" if it is:

(1) A project in which the intent is to communicate the culture or traditions of a particular race. For example, performances by an African dance company would be coded as "Black/African American."

and/or

(2) Projects which are usually understood to be reflective of the culture or traditions of a particular race. For example, Kabuki theatre is performed in many localities, and by many Asian and non-Asian groups. All of these performances would be coded as "Asian" because regardless of who produces the work, the type of theatre itself is widely understood to be an expression of Japanese culture.



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

Page 1
Item No. 12

Meeting Date: March 10, 2014

Agenda Item: COUNCIL APPROVAL – Request for Waiver of Sidewalk Installation on W. 15th Street

Summary: Council has received a request from Douglas M. Boyd of K & L Investments, LLC to waive the requirement for the installation of a 4' sidewalk on building lots where he is currently constructing two single family dwellings at 833 and 835 W. 15th Street.

Budget/Funding: None

Attachments: Letter from Mr. Boyd and plat

Meetings: Work Session held March 3, 2014

Staff Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council approve a request from Douglas M. Boyd of K & L Investments, LLC to waive the requirement for the installation of a 4' sidewalk on building lots where he is currently constructing two single family dwellings at 833 and 835 W. 15th Street. I further move that Council's decision is based upon the orderly creation of a complete sidewalk network in the long term is unlikely to occur.

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

Approved By: JB

**K & L INVESTMENTS LLC
6374 ST. DAVIDS CHURCH ROAD
FORT VALLEY, VA 22652**

PHONE 540-933-6610

FAX 540-933-6952

February 19, 2014

Town of Front Royal VA
102 E. Main Street
Front Royal, VA 22630

RE: K & L Investments LLC
(833 W. 15th St) Lot #A Block 5 Tharpe Subdivision and
(835 W. 15th St) Lot #8A (formally lots 7 & 8) Block 3
Tharpe Subdivision

Attn: Town Manager
Mr. Steven M. Burke, PC

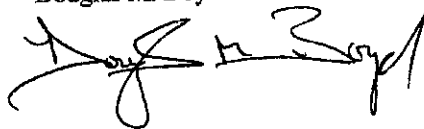
Mr. Burke,

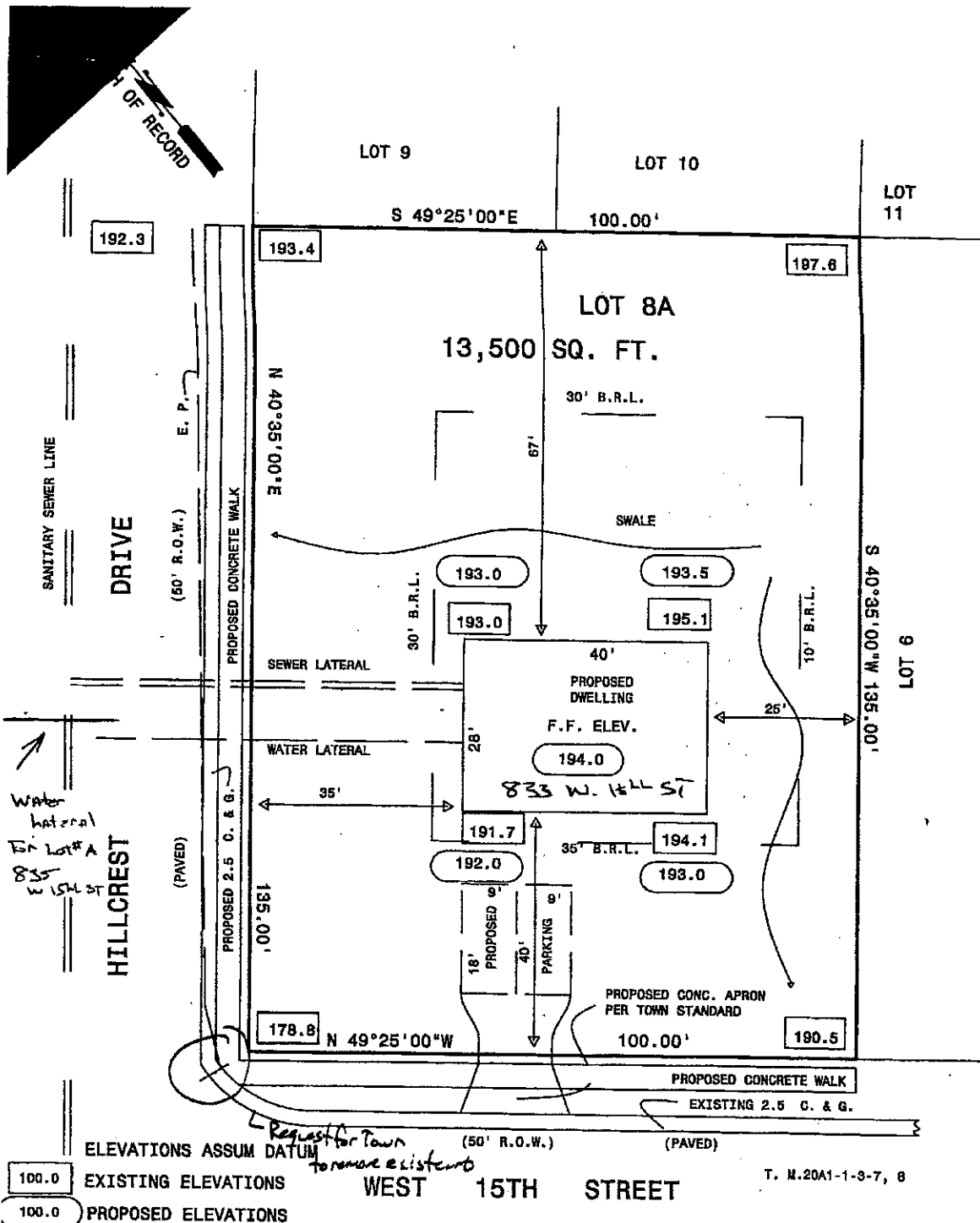
My name is Doug Boyd and I am trading as K & L Investments LLC. I am currently constructing two single family dwellings located on N 15th Street at the west end on Hillcrest Dr. And 15th St. I would like to make a formal request to ask the Town Council to consider not having me install 4' sidewalks on both of these building lots as per town code.

The reason for my request is there is no other sidewalks within several blocks of these houses. I would like to be put on the next Town Council work session so that the town may consider my request.

Please let me know if there is anything else that is needed from me to make this request. Thank you for your cooperation in this matter. If there are any other questions, please feel free to contact me on my cell phone at 540-975-0310 or by email at nibo@shentel.net.

Sincerely,
Douglas M. Boyd





ELEVATION SURVEY ON LOT 7 AND LOT 8, BLOCK THREE, THARPE SUBDIVISION ADDITION TO ROYAL VILLAGE RECORDED IN P. B. 2, PG. 87.

NORTH RIVER MAGISTERIAL DISTRICT

WARREN COUNTY

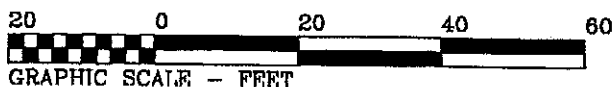
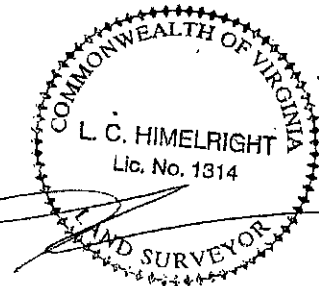
TOWN OF FRONT ROYAL, VIRGINIA

PREPARED BY

HIMELRIGHT & ASSOCIATES, PLLC
 PROFESSIONAL LAND SURVEYORS
 694 RED BUD ROAD, STRASBURG, VA.
 PHONE 465-8767

OCTOBER 12, 2013

REV. OCTOBER 28, 2013





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

Page 1
Item No. 13

Meeting Date: March 10, 2014

Agenda Item: COUNCIL APPROVAL -- Resolution and Schedule for Participating in the AMP Comverge Demand Response Program

Summary: American Municipal Power (AMP) recently entered into a contract with a third party Curtailment Service Provider (CSP), Comverge, to allow member communities to partner with AMP and Comverge to enroll retail customers into the PJM demand response program. Council is requested to consider approval of a Resolution and Participating Member Schedule. If approved the Mayor, Town Manager, Town Attorney and the Director of Energy Services would sign all necessary documents related to the participation of the Town in the American Municipal Power (AMP) Comverge Demand Response Program.

Budget/Funding: None

Attachments: Resolution and Participating Member Schedule

Meetings: Work Session held March 3, 2014

Staff Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council approve a Resolution and Participating Member Schedule for the Town's participation in the American Municipal Power (AMP) Comverge Demand Response Program. I further move to authorize the Mayor, Town Manager, Town Attorney and the Director of Energy Services to complete all necessary documentation related to the participation in the Program.

ROLL CALL VOTE REQUIRED

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

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

Approved By: JB

TOWN OF FRONT ROYAL, VIRGINIA

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF PARTICIPATING MEMBER SCHEDULE
WITH AMERICAN MUNICIPAL POWER, INC. ("AMP") TO ENROLL IN THE
AMP-ENERWISE DEMAND RESPONSE AND 1 CP PILOT PROGRAMS**

WHEREAS, the Town of Front Royal, Virginia (the "Municipality") is a political subdivision organized and existing pursuant to the laws of the state of Virginia, which owns and operates an electric utility system for the sale of electric power and associated energy for the benefit of its citizens and customers; and

WHEREAS, in order to satisfy the electric power ("capacity") and energy requirements of its electric utility system, the Municipality has heretofore purchased economical and reliable power and energy from AMP, an Ohio non-profit corporation, of which the Municipality is a member, or has heretofore purchased power arranged by AMP; and

WHEREAS, the Municipality, acting individually and, along with other municipalities which own and operate electric utility systems, jointly through AMP, endeavors to arrange for reliable, reasonably priced supplies of electric power and energy for ultimate delivery to its customers; and

WHEREAS, Municipality has executed a Master Services Agreement with AMP which sets forth the general terms and conditions for the provision of power supply and other services by AMP to the Municipality; and

WHEREAS, Municipality is the relevant electric retail regulatory authority ("RERRA") over its own distribution systems and may designate AMP as an authorized designee in order for Municipality to participate in the Demand Response ("DR") Program to assist the grid during emergency conditions while receiving capacity

payments and achieving transmission savings pursuant to the terms and conditions as set forth herein;

WHEREAS, Municipality desires to participate in the 1 coincidental peak ("1 CP") peak shaving program ("1 CP Program") to achieve transmission savings pursuant to the terms and conditions as set forth herein;

WHEREAS, AMP, has prepared and delivered to the Municipality the form of a Participating Member Schedule, pursuant to which the Municipality may enroll in the DR and 1 CP Programs; and

WHEREAS, AMP has provided and will continue to provide appropriate personnel and information regarding the DR and 1 CP Programs to enable the Municipality to evaluate the benefits and risks of the Programs, to take actions contemplated by the Resolution hereinafter set forth and to determine that the same are in the public interest; and

WHEREAS, in recognition of the unique nature of the Programs described herein, competitive bidding is not required on the Municipality's participation therein, however, any competitive bidding requirement that might otherwise be applicable for the participation in the Programs authorized by this Resolution, should be waived; and

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA.

SECTION 1. That the form of the Participating Member Schedule between this Municipality and AMP, substantially in the form attached hereto as Exhibit 1, is approved, subject to and with any and all changes provided for herein and therein.

SECTION 2. That the Director of Energy Services or his/her designee are hereby authorized to execute the Participating Member Schedule and to enroll in the DR and 1 CP Programs with AMP, and is further authorized to execute and deliver any and all documents necessary to participate in the DR and 1 CP Programs, pursuant to the

conditions set forth herein for a term of one year, as set forth in the Participating Member Schedule.

SECTION 3. That, to the extent not already so designated, the Municipality hereby designates AMP as an authorized designee permitted to serve as a curtailment services provider ("CSP"), either directly or through an agent, in the Municipality's electric service area.

SECTION 4. That competitive bidding is not required on the Municipality's participation in the DR or 1 CP Programs, and in the event any competitive bidding requirements are applicable, any such competitive bidding requirement that might otherwise be applicable, are hereby waived.

SECTION 5. That is it found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of a quorum of the Council, and that all deliberations of this Council and of any its committees that resulted in such formal action, were held in meetings open to the public, in compliance with all legal requirements.

SECTION 6. If any section, subsection, paragraph, clause or provision or any part thereof of this Resolution shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Resolution shall be unaffected by such adjudication and all the remaining provisions of this Resolution shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

SECTION 7. That this Resolution shall take effect at the earliest date allowed by law.

SECTION 8. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in conformance with applicable open meetings laws and that all deliberations of this Council and of any committees that resulted in those formal actions were in compliance with all legal requirements including any applicable open meetings requirements.

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

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

Thomas H. Sayre Yes/No

Bret W. Hrbek Yes/No

Hollis L. Tharpe Yes/No

Eugene R. Tewalt Yes/No

N. Shae Parker Yes/No

Daryl L. Funk Yes/No

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____

AMP-ENERWISE DEMAND RESPONSE AND 1 CP PILOT PROGRAMS

PARTICIPATING MEMBER SCHEDULE

AMP CONTRACT NO. _____

A Schedule to American Municipal Power, Inc.,

and

Town of Front Royal, Virginia

Master Service Agreement No. C-12-2007-6255

This Participating Member Schedule (the "Schedule") between American Municipal Power, Inc. ("AMP") and the Town of Front Royal (the "Participating Member") has been agreed upon as of February __, 2014 (the "Effective Date"). This Schedule is a schedule under the Master Services Agreement referenced above ("MSA") the terms and conditions of which shall apply to all transactions hereunder unless specifically set forth to the contrary herein.

Recitals

WHEREAS, AMP is a nonprofit Ohio corporation organized, *inter alia*, to own and operate facilities, or to otherwise provide for the generation, transmission or distribution of electric power and energy, and to furnish technical services on a cooperative nonprofit basis for the mutual benefit of its Members;

WHEREAS, the Participating Member and AMP collectively ("Parties") have entered into a Master Service Agreement dated September 1, 2010 ("Agreement") under which certain services may be provided under schedules thereto;

WHEREAS, AMP has worked with Converge, Inc., d/b/a/ Enerwise Global Technologies Inc., (hereinafter "Enerwise" or "CSP"), a qualified Curtailment Service Provider who seeks to work in conjunction with AMP and AMP Members to provide marketing, sales, registration and program management to develop a Demand Response Pilot Program ("DR Program") and to provide an opportunity for the

commercial and industrial retail customers of Member to participate in the PJM demand response programs;

WHEREAS, Participating Member is a political subdivision that owns and operates a municipal electric system and is the relevant electric retail regulatory authority ("RERRA") over its own distribution system;

WHEREAS, as the RERRA, Participating Member has designated, or will designate AMP as an authorized designee and desires to participate in the Demand Response Program and the 1 CP Program to assist the grid during emergency conditions while receiving capacity payments and achieving transmission savings pursuant to the terms and conditions as set forth herein;

WHEREAS, Participating Member desires to participate in the 1 coincidental peak (1 CP) peak shaving program ("1 CP Program") to achieve transmission savings pursuant to the terms and conditions as set forth herein; and,

NOW, THEREFORE, in consideration of the conditions, terms and covenants hereinafter contained, the Parties hereto do hereby mutually agree as follows:

ARTICLE I **DEFINITIONS**

Terms referenced herein but not specifically defined shall be in accordance with the PJM Interconnection, LLC's ("PJM") Open Access Transmission Tariff, the PJM Operating Agreement, the PJM Business Practice Manuals, and any other PJM requirements.

Coincident Peak. The hour of the highest load for a PJM zone. Also referred to as 1 CP (1 coincident peak).

Curtable Load. That portion of a Municipality's load that Municipality or Participant is willing to curtail during PJM called emergencies and tests.

Customer. A commercial, industrial or municipal end user.

Demand Response Resource. A resource with a demonstrated capability to provide a reduction in demand through load control or behind the meter generation.

ELRP. PJM's Emergency Load Response Program, as defined by the PJM tariff, manuals and other governing documents, designed to provide a method by which end-use customers may be compensated by PJM for reducing load during an emergency event. The ELRP may include the Capacity Only Option, defined as Demand Response Resources that receive only a capacity payment for reductions; the Energy Only Option, defined as Demand Response Resources that receive only an energy payment for reductions; or the Full Emergency Load Response option, defined as Demand Response Resources that receive both an energy payment for reductions and a capacity payment. The ELRP does not include PJM's Economic Load Response, which enables Demand Response Resources to respond to PJM energy, synchronized reserve, and/or day-ahead scheduling reserve prices by reducing consumption and receiving a payment for the reduction or following PJM signals to reduce or increase load if providing regulation services.

PLC. Peak Load Contribution is a customer's contribution to a zone's normalized peak load as estimated by the zone's Electric Distribution Company to determine a Load Serving Entity's obligation peak load.

PJM. PJM Interconnection LLC, a Regional Transmission Organization.

RTO. The pertinent Regional Transmission Organization, which may include, but is not limited to PJM and MISO.

ARTICLE II **PROGRAM DESCRIPTIONS**

SECTION 2.1 - DR PROGRAM DESCRIPTION: This DR Program relies on CSP, in coordination with AMP and Participating Member to enroll Participating Member's retail customers in the PJM demand response programs. Enrollment in this DR Program imposes market obligations on Participating Member's retail customers such as curtailing electricity when called by PJM. The PJM Emergency Capacity Market program requires the submission of 15-minute interval data, which can be collected either from utility metering or CSP shadow metering that will provide daily data

for expediting settlements. CSP can provide the necessary metering hardware, integration, and installation to meet the 15-minute requirements, under a separate project authorization, and the cost of the metering can be collected from the Customer's share of the demand response revenue until the metering installation expenses are paid in full. Additionally, pursuant to the current PJM DR programs, in order to be eligible for the Emergency Capacity Market Demand Response Program: 1) the Customer's interruptible load must be available to be curtailed for up to 10 events per year during the months of June through September; and, 2) the load curtailment must be able to be implemented within two hours of notification of a PJM-initiated load management event.

Each capacity event could last a maximum of 6 hours each, between the hours of 12:00 pm and 8:00 pm., Monday through Friday (excluding holidays). If PJM-initiated capacity events are not called, test events will be called as explained below. Compensation for capacity curtailments is in the form of a monthly payment for the MW load reduction capacity provided by Customer. This monthly payment is provided even if no capacity events are called in a given month. During PJM-initiated capacity events (emergency events) Customer may also be compensated with an energy payment calculated from the actual MW load reduction achieved by Customer during each hour of the capacity event.

For a PJM-initiated curtailment event, under compliance will result in a forfeiture of the annual projected revenues, based on full compliance, commensurate with the missed curtailment amount, but is capped at the total expected annual capacity revenue amount. Therefore, there is not an "out of pocket" payment related to an actual PJM-initiated event curtailment shortfall. The effect of the PJM-event under compliance is

that Customer forfeits 100% of the annual revenue commensurate with the MW shortfall, with the worst case scenario being that no revenue is earned by the Customer.

If PJM has not called any actual emergency events by August 15 each year, a test event becomes mandatory. For test events, CSP is required to perform a load reduction capacity test in each PJM zone during the same hours an actual event would be called. All Customers participating in a given PJM zone must test at the same time, which CSP will choose, taking into consideration among other factors, CSP forecasting, planning and operations personnel. If the total load reduction achieved in the PJM zone from all test event participants is less than the total committed load reduction, and a re-test is allowed by PJM, CSP may require individual customers to be re-tested. In the event a Customer's actual MW load reduction during a CSP-initiated load reduction capacity test or re-test falls short of the committed capacity value, PJM Test Event Failure Penalties will be assessed on the Customer. Note that any actual PJM capacity event, whether called before or after a test event, nullifies the Test Event, and no Test Event Failure Penalty would apply. The effect of this Test Event Failure Penalty is that Customer forfeits 100% of the annual revenue on the MW shortfall, plus an additional 20%. (Customer is responsible for 100% of any Test Event Failure Penalty that is assessed.) In order to ensure payment of the Test Event Failure Penalty Enerwise may (i) net any payments otherwise owed to Customer through any other PJM program, or (ii) require financial security by Customer, which Customer shall post within a reasonable timeframe.

SECTION 2.2 - 1 CP PROGRAM DESCRIPTION: By enrolling in the DR Program, Participating Member is automatically enrolled in the 1 CP Program. The

purpose of the 1 CP Program is to incentivize customers to curtail load during Participating Member-initiated events. Participating Member events are different than PJM events. Participating Member's retail customer rates include a transmission cost component. Participating Member's transmission costs are determined by evaluating Participating Member's peak load during their PJM Zone's top peak load hour. Thus, Customers that can reduce demand for electricity during the summer peaks can achieve savings in Participating Member's transmission charges the following year. As it is also in Participating Member's interest to reduce this cost as much as feasibly possible, this 1 CP Program shares the savings achieved directly with the customers in order to provide a strong incentive for customers with some flexibility in their operations to engage in this 1 CP Program.

Participating Member should expect to call peak shaving events 3-5 times with a total limitation of events (Participating Member and PJM Emergency Events) of 70 hours. There will be no test event for the Participating Member 1 CP Program incentive. Customer will then receive a portion of the transmission savings achieved through Customer's curtailment, or an amount otherwise negotiated with the Participating Member. However, there is no penalty for failing to curtail during the 1 CP events. If the Customer fails to curtail, there are simply no transmission savings to share. There are no upfront or other fees required for 1 CP Program enrollment.

ARTICLE III

TERM AND TERMINATION

Section 3.1 - TERM: Subject to the conditions contained herein, this Schedule shall be for a term beginning on January 1, 2014 and ending May 31, 2015. This Schedule will continue for successive one-year terms thereafter unless either Party

provides written notice of termination to the other Party not less than six (6) months prior to the expiration of the current term, provided that the AMP-Enerwise DR Program has continued. If the AMP-Enerwise DR Program is terminated, this contract shall automatically terminate as well.

Section 3.2 - TERMINATION: Either Party may terminate this Schedule immediately if the ELRP is materially altered, suspended or ended. Notwithstanding the foregoing, in the event that capacity is not available in the DR Program for a given period, AMP shall notify Participating Member and AMP and Participating Member shall jointly determine whether CSP may reduce a Participating Member's participation and/or terminate this Schedule. Additionally, either Party may terminate this Schedule, with or without cause, by providing to the other Party not less than one hundred eighty (180) days' prior written notice of such termination; provided, however, that if any Party terminates this Schedule pursuant to this Section, such termination shall not affect or excuse the performance of any Party under any provision of this Schedule that by its terms survives such termination.

ARTICLE IV **PAYMENT**

Section 4.1 - DR PROGRAM PAYMENT BREAKDOWN: For the Emergency Capacity Market settlement associated with a Customer site curtailment commitment related to a Base Residual Auction ("BRA"), CSP will divide the total aggregated amount as follows: (1) pay AMP 10% (half of which will be shared with the AMP Participating Member); (2) pay the Customer 60%; and 3) retain 30% for CSP. For the Emergency Capacity Market settlement amount associated with the site curtailment commitment

related to an Incremental Auction ("IA"), CSP will divide the total aggregated amount of the Emergency Capacity Market settlement amount as follows: 1) pay AMP 10% (half of which will be shared with the AMP Participating Member); (2) pay the Customer 70%; and 3) retain 20% for CSP. For the Emergency Energy Market settlement associated with the Customer site curtailment, CSP will divide the total aggregated amount of the Emergency Energy Market settlement amount as follows: (1) pay the Customer 80%; and (2) retain 20% for CSP. Any failure penalty imposed by PJM shall be subtracted from the payment amount on a *pro rata* basis. CSP will pay AMP and the Customers directly. Participating Member credits will be based upon registrations within the member's municipal electric system. AMP will provide credits to Participating Members on the Member's bill. The initial credit will cover the first four (4) months of the delivery year, and will be distributed to Participating Member after the capacity registration compliance has been calculated.

Section 4.2 - DR PAYMENT VALUE: Compensation for RPM is in the form of a monthly payment for the MW load reduction capacity provided by Customer. This monthly payment is provided even if no capacity events are called in a given month. During RTO-initiated capacity events (emergency events) Customer may also be compensated with an energy payment calculated from the actual MW load reduction achieved by Customer during each hour of the capacity event.

For the 2014-2015 program, which will run from June 1, 2014 through May 31, 2015, the value for the RPM Capacity Market will be \$125.47 per megawatt-day, or \$45,796 per megawatt-year.

Section 4.3 - 1 CP PROGRAM PAYMENT: When Customers comply with Participating Member-initiated events, Customer will then receive 50% of the transmission savings achieved through Customer's curtailment, or an amount otherwise negotiated with the Participating Member. Customers will receive (1) check in the amount of their determined incentive by May 2015, or will receive a credit to their bill from Participating Member. Participating Members may choose to supply the credit in one lump sum for the year, or may apply a credit equally for 12 months. However, there is no penalty for failing to curtail during the 1 CP events. If the Customer fails to curtail, there are simply no transmission savings to share.

ARTICLE V **SCOPE OF WORK**

Section 5.1 - CSP OBLIGATIONS: CSP shall be responsible for all activities, perform all duties and furnish all necessary resources (except as otherwise provided herein) to successfully participate in the PJM ELRP and to provide the services for this DR Program. Changes to the CSP's Scope of Work, set forth in Appendix A hereto, may be made only by mutual written agreement of both AMP and CSP.

Section 5.2 - PARTICIPATING MEMBER OBLIGATIONS: Participating Member's obligations will include, but are not limited to, the following:

- a. To the extent not already done, in order to participate in this DR Program, Participating Member must designate AMP as an authorized designee to provide curtailment services to and within Participating Member's service area.
- b. Advise AMP and/or CSP of Customers who are likely to participate.
- c. Promptly review all marketing and sales material, and provide feedback and any necessary approvals.

- d. Enter into AMP-approved contracts with CSP and Customers for participation in the Programs.
- e. Schedule, participate in and lead sales calls, which may be scheduled by AMP. Alternatively Participating Member may request that AMP or CSP schedule and lead sales calls with Customers, AMP and Participating Member. Provide follow-up contact and respond to Customer inquiries within a reasonable amount of time.
- f. Communicate information requested by AMP in order to monitor, verify or assist with the 1 CP Program, 1 CP peak shaving events, the DR Program, PJM emergency or test events or any other data or information as requested by AMP.
- g. Provide regular progress reports to AMP and attend meetings via conference call on a mutually agreed upon schedule. Participating Member shall work cooperatively with AMP to develop appropriate formats for the Program's required reports under this Schedule.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.1 - AMENDMENT: No changes, modifications, amendments or extensions in the terms and conditions of this Schedule shall be effective unless reduced to writing and signed by the duly authorized representatives of AMP and Participating Member.

Section 6.2 - NOTICE: Transmittals of formal notifications, requests, reports or other formal documents required by this Schedule, to be effective, shall be addressed to the respective persons as follows:

Participating Member

Joseph Waltz
Director, Energy Services
Town of Front Royal
PO Box 1560
Front Royal, VA 22630
540-635-3027 (office)
540-635-5497 (fax)

jwaltz@frontroyalva.com

AMP

Alice Wolfe
Assistant Vice President of Power Supply Planning
and Alternative Generation
American Municipal Power, Inc.
1111 Schrock Rd., Suite 100,
Columbus, OH 43229
(614) 540-6389
Email: awolfe@ampppartners.org

Copies To:
Lisa McAlister
Deputy General Counsel
American Municipal Power, Inc.
1111 Schrock Road, Suite 100
Columbus, Ohio 43229
(614) 540-6400
Email: lmcaster@ampppartners.org

Parties may change their contact person(s) at any time upon written notice.

Section 6.3 - INDEMNIFICATION: Participating Member shall hold harmless, indemnify and defend AMP, Members, and their officers, directors, agents and employees against all claims or suits arising in whole or in part from any act or omission of AMP or any agent or subcontractor of AMP in performing work under this Schedule.

Section 6.4 - RECORDS AVAILABLE FOR AUDIT AND INSPECTION:
Participating Member shall make all records, books, documents, data systems, accounting records and other evidence relating to this Schedule, available at reasonable times during the period of this Schedule and for seven (7) years thereafter for inspection by AMP, Members or any other authorized representative of AMP. Storage of electronic images of documents shall comply with the requirements of this Paragraph. If any litigation, claim, or audit is started before the expiration of the seven

(7) year period, all of the records shall be retained until all litigation, claims or audit finding involving the records has been resolved.

Section 6.5 - OWNERSHIP OF DATA: All data obtained by AMP in the course of performing the duties outlined in this Schedule shall be the property of AMP or the Municipality and shall be made available to AMP (and its designated representatives) for the oversight of this Schedule at all reasonable times.

IN WITNESS HEREOF, the Parties execute this Schedule on this ____ day of February, 2014.

AMERICAN MUNICIPAL POWER, INC.

TOWN OF FRONT ROYAL, VIRGINIA

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Marc S. Gerken, P.E., President/CEO

Name: _____

APPROVED AS TO FORM:

By: _____

John W. Bentine

Senior Vice President & General Counsel

APPENDIX A SCOPE OF CSP's WORK

CSP's obligations will include, but are not limited to, the following:

- a. Provide AMP with regular updates on available capacity. In the event that capacity is not available in any of the programs in which a Customer is enrolled for any given period, CSP shall immediately notify AMP and provide a list of Customers enrolled and the duration of enrollment for which there is not capacity available.
- b. Advise Participating Members on identifying Customers who are likely to participate.
- c. Prepare marketing and sales material, and draft Customer contracts in coordination with and subject to final approval by AMP.
- d. Enter into AMP-approved contracts with Customers and Participating Member for participation in the Program.
- e. Participate and lead sales calls scheduled by the Participating Member, or scheduled by AMP if requested by the Participating Member. At Participating Member's request, schedule and lead sales calls with Customers, potential customers, AMP and Participating Member. Provide follow-up contact and respond to Customer and potential customer inquiries within a reasonable amount of time.
- f. Maintain a complete list of Customers and Customer contact information for notification and provide to AMP in MS Excel format for Participating Member/AMP use. Provide periodic updates to the Customer list as necessary.
- g. Advise Participating Member on determining retail Customer peak load contribution, as necessary.
- h. Assist Customers with identifying and maximizing potential KWs eligible for participation in the Program. CSP shall work with Customers to determine and confirm available qualifying load. This shall include, but not be limited to: determining the annual load profile of Customer's site using interval data and utility bills; developing a baseline of current energy expenditures as a benchmark for optimization; gathering load curtailment and shedding capabilities and restrictions for each; conducting a final

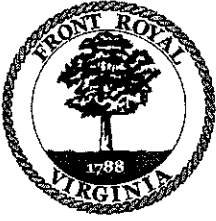
review of ELRP programs available to Customer; and, providing a report of the estimated economic benefit to Customer.

- i. Work with Customer to establish Customer bid strategy and the level of desired participation as required.
- j. Assist Customers with identifying environmental permits required to demonstrate eligibility for the program.
- k. Advise Participating Member and Customers on metering requirements. Provide metering, as needed, and provide AMP and Participating with access to the meter data.
- l. Register Customers' qualifying load into the ELRP through PJM's eLRS system.
- m. Provide a summary of operational details to Customers and begin performance of routine remote generator and load checks to assure readiness as required.
- n. For events: Provide notification of emergency events to affected Participants. Gather and submit meter data to PJM. Assist Participants with identifying if curtailment was sufficient. Notify AMP and Participant at the conclusion of each event. Provide settlement information to RTO. Calculate and provide estimated earnings for participation to AMP and Participant.
- o. For tests: Conduct system tests, as appropriate. Provide advance notification of schedule to Customers. Gather and submit meter data to PJM. Assist Customers with identifying if curtailment was sufficient. Notify AMP and Customer at the conclusion of each test. Provide settlement information to RTO. Calculate and provide estimated earnings for participation to AMP and Customer.
- p. Calculate and disburse settlement funds to AMP for Customer participation as outlined herein.
- q. AMP intends to conduct a 1 coincidental peak (1 CP) peak shaving program ("AMP 1 CP Program") in coordination with this Program. Customers who contract with CSP for this demand response Program will be required to participate in the 1 CP Program as well, with the exclusion of back-up generators fueled by diesel. CSP will be responsible for

communicating the 1 CP peak shaving events to Customers as requested by AMP.

- r. Monitor changes in PJM requirements. Provide regular updates to Customers, Participating Members and AMP.
- s. Provide regular progress reports to AMP and attend meetings via conference call on a mutually agreed upon schedule. CSP shall work cooperatively with AMP to develop appropriate formats for the Program's required reports under this Schedule.
- t. Provide responses to Customer, Participating Member, and/or AMP questions within a reasonable time period.
- u. Participate in an annual end-of-season meeting to evaluate program performance and identify future improvements. Provide annual report for AMP Board of Trustees.
- v. CSP is prohibited from marketing to retail Customers in AMP Member communities who are not subscribed to the Program.

For the entire term of this Schedule, CSP shall coordinate its performance as appropriate, or as directed by AMP, with the Participating Members and Customers.



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

Page 1
Item No. 14

Meeting Date: March 10, 2014

Agenda Item: COUNCIL AUTHORIZATION – Purchase Property for Police Department

Summary: Council is requested to authorize the purchase of 5.24 acres of the former Avtex property (aka as the parking lot) located on Kendrick Lane between Monroe Avenue and Adams Avenue, from the Economic Development Authority (EDA) for the future Police Department Headquarters in the amount of \$36,680.00. If approved the Town Manager and the Town Attorney would complete all necessary documents to complete the purchase

Budget/Funding: 9130-R47013 [Facility Study/Police Department]

Attachments: Contract to Purchase and Concurrence from Stakeholders

Meetings: Work Session held December 2, 2013 and March 3, 2014

**Staff
Recommendation:** Approval ✓ Denial

Proposed Motion: I move that Council authorize the purchase of 5.24 acres of the former Avtex property (aka as the parking lot) located on Kendrick Lane between Monroe Avenue and Adams Avenue, from the Economic Development Authority (EDA) for the future Police Department Headquarters in the amount of \$36,680.00. I further move to authorize the Town Manager and the Town Attorney to complete all necessary documentation to complete the purchase.

ROLL CALL VOTE REQUIRED

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

Approved By: JB

CONTRACT TO PURCHASE AND SELL REAL ESTATE

THIS CONTRACT TO PURCHASE AND SELL REAL ESTATE made and entered into this ____ day of _____, 2013 (the "Effective Date"), by and between **THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA**, doing business as the Warren County Economic Development Authority (EDA), a political subdivision of the Commonwealth of Virginia (**SELLER**), and **THE TOWN OF FRONT ROYAL, VIRGINIA**, a Virginia municipal corporation (**BUYER**).

WITNESSETH:

WHEREAS, Seller is the owner of a certain parcel of land known and designated as Tax Map Parcel 20A1-3-7B, a 5.24-acre parking lot on the east side of Kendrick Lane between Monroe Avenue and Adams Avenue within the Town of Front Royal, Virginia (**the Property**); and

WHEREAS, Seller acquired the Property by deed from Anthony H. Murray, Jr., Inc., Trustee, in the Bankruptcy Estate of Avtex Fibers Front Royal, Inc., and The Estate of Avtex Fibers, Inc., dated March 27, 2000, and recorded at the Clerk's Office of the Circuit Court of Warren County, Virginia, as Instrument Number 000001681; and

WHEREAS, the Property is subject to a Conservation and Environmental Protection Easement and Declaration of Restrictive Covenants, dated November 22, 1999, and recorded as Instrument number 990008268 in the Clerk's Office aforesaid (the Covenants) which restricts the use of the Property to certain light industrial uses, including, but not limited to, a police station; and

WHEREAS, the Property is also subject to a Real Estate Sale Contract dated November 22, 1999, among several parties which provides, in part, that the Property may be re-sold by the EDA to a third party at a price of Seven Thousand Dollars (\$7,000.00) per acre; and

WHEREAS, the Seller desires to sell and the Buyer desires to buy the Property for use as a future police station and associated parking, under the mutually agreeable terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and the payment of a deposit in the sum of One Thousand Dollars (\$1,000.00) which shall apply towards the Purchase Price at closing, the receipt and sufficiency of which are hereby acknowledged, the Seller agrees to sell and the Buyer agrees to buy the Property described above in accordance with the following terms and conditions.

1. Purchase Price/Deposit

A. The Seller shall sell the Property to the Buyer for the sum of **Thirty-six Thousand Six Hundred Eighty and 00/100 Dollars (\$36,680.00)**, payable at Closing (the Purchase Price). All deposits will be credited to the Purchase Price.

B. On payment of the Purchase Price at Closing on the Property, Seller agrees to convey the Property to Buyer by good and sufficient special warranty deed.

C. On the Effective Date of this Agreement, Buyer shall make a refundable deposit to Seller of **One Thousand and 00/100 Dollars (\$1,000.00)** (the "Deposit") which the parties agree shall be held in escrow by Seller. The Deposit shall be applied towards the Purchase Price, unless this Agreement is declared as null and void or otherwise terminated as provided for in this Agreement. In the event the Agreement is declared null and void or terminated according to the terms of the Agreement for any reason, the Deposit shall be returned to the Buyer.

2. Title

A. As a condition to Closing, title to the Property at Closing shall be good of record and in fact, fully merchantable, insurable and conveyed to Buyer by special warranty deed subject only to the Permitted Exceptions (as hereinafter defined). The term "Permitted Exceptions" shall mean (i) the lien of real estate taxes not yet due and payable; (ii) all matters revealed in the Title Commitment obtained by Buyer prior to Closing or of record as of such date (excluding mortgage, deeds of trust or other monetary liens encumbering the Property) and approved or deemed approved by Buyer; (iii) all matters not disclosed because an accurate survey or inspection of the Property was not performed but which matters would be shown by an accurate survey or an inspection of the Property, including, but not limited to, easements, encroachments, overlaps, riparian rights, and boundary disputes, if any; (iv) all building, zoning, and other state, county or federal laws, codes and regulations (whether existing or proposed) affecting the Property; (v) any existing general utility easements serving the Property; (vi) any matters agreed to in writing between Seller and Buyer; and (vii) any title exception created directly or indirectly by any act or omission of Seller or its representatives, agents, employees or invitees.

B. Prior to Closing, Buyer shall obtain a title certificate letter from the Buyer's attorney pursuant to Virginia law, or a binding commitment from a title insurance company to issue an ALTA title policy covering the Property (the "Title Commitment"), together with true copies of all documents evidencing matters of record shown as exceptions to title thereon. Buyer shall have the right to object, in its sole and absolute discretion, to any exceptions contained in the Title Commitment by giving written notice thereof to Seller stating the matters to which Buyer objects and the reasons therefor. If Buyer fails timely to provide such written objection, then Buyer shall conclusively be deemed to have approved all matters affecting title to the Property shown on the Title Commitment as of the effective date of such Title Commitment. If Buyer disapproves of any matter affecting title, Seller shall endeavor to cure or remove such exceptions in a timely and reasonable manner and the date of Closing shall be extended until such exceptions are cured. Buyer shall have the right to waive any one or more of such title defects that Seller has not elected to cure or remove. In all events any monetary liens, judgments, or delinquencies shall be paid out of Seller's proceeds of sale at Closing. Notwithstanding anything to the contrary stated herein above in this

paragraph, mortgages/deeds of trust against the Property shall not be deemed to be a title objection provided they are paid in full by Seller out of the Purchase Price.

3. Closing

Provided Buyer does not first terminate this Contract in accordance with the provisions of this Contract, Seller and Buyer agree to proceed to full and final Closing on the Property, on a date selected by Buyer and approved by Seller in its reasonable discretion which date shall occur on the date which is not later than sixty (60) days following the Effective Date, or the satisfaction of all conditions listed below. Closing shall take place at the offices of the Buyer's designated Title Company, or such other place as the Buyer may designate.

4. Seller's Representations, Warranties and Covenants

In order to induce Buyer to enter into this Contract and to consummate the transactions contemplated hereby, Seller represents and warrants to, and covenants with Buyer as follows. For purposes of this Agreement, the term "knowledge" when applied to the Seller shall refer to actual knowledge.

- A. Seller is the owner of the Property and has the right to sell the Property.
- B. The execution, delivery and performance of this Contract and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite actions of Seller (none of which actions have been modified or rescinded, and all of which actions are in full force and effect).
- C. To the best of Seller's knowledge, and except as otherwise disclosed to Buyer, Seller has not received any notice that it is in violation or default under any Contract with any third party, or under any judgment, order, decree, rule or regulation of any court, arbitrator, administrative agency or other governmental authority to which it may be subject, which violation or default will, in any one case or in the aggregate, adversely affect the ownership or operation of the Property or Seller's ability to consummate the transactions contemplated hereby. The execution, delivery and performance of this Contract and the consummation of the transactions contemplated hereby will not to the best of Seller's knowledge (a) violate any law or any order of any court or governmental authority with proper jurisdiction; (b) result in a breach or default under any service contract, equipment lease or other binding commitment of Seller or any provision of the organizational documents of Seller; or (c) result in any encumbrance, other than a Permitted Exception, against the Property.
- D. To the best of Seller's knowledge no tenants are in possession of the Property by virtue of leases now in effect.
- E. To the best of Seller's knowledge Seller has not received notice of any pending, nor is it aware of any threatened, condemnation or similar proceeding affecting any part of the Property.

F. There are no actions, suits, proceedings or claims affecting any part of the Property or affecting Seller with respect to the ownership, occupancy, use or operation of any part of the Property or to the best of Seller's knowledge, pending or threatened in or before any court, agency, commission, or board.

G. To the best of Seller's knowledge, Seller has received no written notice that the Property is in violation of applicable environmental, health, fire, safety or planning or zoning laws or ordinances.

H. No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is, or to the best of Seller's knowledge, pending or threatened against or contemplated by Seller.

I. To the best of Seller's knowledge the Property (including land, surface and subsurface soil, surface water, ground water, and improvements) does not contain any substantial amounts of waste or debris or contain any material contamination which would constitute a violation of any law or regulation including: (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; (c) any substance the presence of which on the Property is prohibited by any law similar to those set forth in this subparagraph including similar laws of the Commonwealth of Virginia; and (d) any toxic or hazardous substances or materials, whether products or wastes, including, without limitation, asbestos or PCB's. (All of the foregoing are collectively referred to herein as "Hazardous Materials").

J. Subsequent to the Effective Date, Seller shall not file any plans, plats or any other documents or materials with any governmental authority in connection with any of Seller's obligations under this Contract or in any other respect with regard to the Property unless Seller has first obtained Buyer's prior written approval of such plans, plats and/or other documents and materials in each instance.

K. Seller shall promptly advise Buyer in writing of any facts of which Seller becomes aware indicating the inaccuracy of any of the representations or warranties of Seller contained in this Contract and shall promptly give to Buyer copies of any written notices which Seller receives relating to the Property. Seller's notice to Buyer as to inaccuracies in representations and warranties discovered by Seller subsequent to the date of this Contract shall not constitute a breach of this Contract by Seller.

L. The Property is subject to restrictions and conditions of use and sale, by instruments of record in the Clerk's Office of the Circuit Court of Warren County, Virginia, relating to its former use as a parking lot for the former Avtex Fibers plant, now a Superfund recovery site. Sale of the Property is subject to and conditioned on approval of listed Stakeholders to the proposed sale and use of the Property. Confirmation that the proposed sale and use has been requested from the

Stakeholders by the Seller.

5. Buyer's Representations, Warranties and Covenants

In order to induce Seller to enter into this Contract and to consummate the transactions contemplated hereby, Buyer represents and warrants to, and covenants with, Seller as follows:

A. Buyer is a Virginia municipal corporation and is authorized to conduct the business in which it is now engaged.

B. The execution, delivery and performance of this Contract and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite actions of Buyer (none of which actions have been modified or rescinded, and all of which actions are in full force and effect). This Contract constitutes a valid and binding obligation of Buyer, enforceable against Buyer in accordance with terms.

C. The execution, delivery and performance of this Contract and the consummation of the transactions contemplated hereby by Buyer will not (i) violate any law or any order of any court or governmental authority with proper jurisdiction; (ii) result in a breach or default under any contract or other binding commitment of Buyer or any provision of the organizational documents of Buyer; or (iii) require any consent or approval or vote that has not been taken or given, or at the time of the transaction involved, shall not have been taken or given.

D. There are no actions, suits, arbitrations, proceedings, governmental investigations or other proceedings that are pending against Buyer that adversely and materially affect its right to enter into or perform this Contract.

E. The Buyer represents and the Seller acknowledges that the Buyer's purpose in purchasing the Property is for use as a law enforcement facility consisting of a municipal police department station and dispatch center and necessary and appropriate associated functions, including patrol, criminal investigations, communications, records, victim information, community relations including community meeting area, emergency services, crisis negotiations, and parking for law enforcement and emergency relation functions and for the public.

6. Closing Costs

A. Seller shall pay for the release of any deeds of trust or other monetary liens encumbering the Property, and for the Virginia grantor's tax on the deed of conveyance. In addition, Seller shall be obligated to pay for all legal fees for attorneys representing Seller who have been retained by Seller.

B. Buyer shall be obligated to pay for the cost of preparation of the deed of conveyance and for all state and local recording or transfer taxes on the deed of conveyance (except for the Virginia grantor's tax). Buyer shall also be obligated to pay all title insurance premiums, costs for survey ordered by Buyer, all costs of its due diligence inspections and any escrow fees as well as all

legal fees for attorneys representing Buyer, who have been retained by Buyer.

C. No realtor's fees or commissions will be paid by either party, as no realtor has been used in conjunction with this transaction.

7. Payment of Liens on the Property

A. Unless released prior to Closing, any deeds of trust, judgments, delinquent taxes or other monetary liens or charges against the Property shall be paid out of Seller's proceeds at Closing.

B. All property taxes and other liens shall be prorated as of the date of Closing.

8. Insurance, Damage, Condemnation or Destruction of Property Pending Closing

Risk of loss shall be with Seller until Closing.

9. Possession

Seller shall deliver sole and exclusive possession of the Property to Buyer upon Closing, free of tenancies.

10. Deliveries at Closing

A. Seller's Deliveries. At Closing, Seller shall provide the following original documents, each executed and acknowledged (as appropriate):

(1) A special warranty deed to the Property in recordable form, conveying the Property to Buyer subject only to the Permitted Exceptions and other matters subsequently approved by Buyer or Buyer's counsel as provided in Paragraph 2 "Title" and elsewhere herein;

(2) An affidavit certifying that Seller is not a "foreign person" within the meaning of Section 1445(f) (3) of the Internal Revenue Code;

(3) A certificate of Seller updating the representations and warranties of Seller set forth in this Contract through Closing, which certificate shall state that there has been no material change in said representations and warranties;

(4) Copies of documents from Stakeholders confirming that the sale and proposed use of the Property does not violate the terms of the covenants and restrictions on record, **including confirmation that in the event of relatively rare, weather-related or other emergency events beyond the control of Buyer it is reasonably necessary and appropriate for employees and agents of law enforcement agencies to stay and sleep overnight on the Property.**

(5) Such other documents as are required to be delivered by Seller pursuant to this Contract.

B. Buyer's Deliveries. At Closing Buyer shall deliver the following items or original documents, each executed and acknowledged (as appropriate), as the case may be:

- (1) The then outstanding balance of the yet to be paid Purchase Price;
- (2) Closing Statement;
- (3) A certificate of Buyer updating the representations and warranties of Buyer set forth in this Contract through Closing, which certificate shall state (i) there has been no material change in Buyer's representations and warranties and (ii) as of Closing, all conditions precedent benefitting Buyer in this Contract have either been satisfied or waived; and
- (4) Such other documents as are required by this Contract.

11. Brokerage

The parties hereto warrant and represent to each other that the neither party is represented by any realtor, broker or agent, and that no commissions or finder's fees are or will be due and payable with respect to this Contract or the consummation of the transaction contemplated herein.

12. Conditions Precedent of Buyer

The obligation of Buyer to proceed to Closing on the Property shall be subject to the following conditions and contingencies (all or any of which may be waived, in whole or in part, by the Buyer):

- A. Affirmative vote of Board of Directors of the EDA to ratify this Contract.
- B. Affirmative votes by the Front Royal Town Council to ratify or approve this Contract.
- C. Buyer obtaining satisfactory financing for the purchase, within 30 days of the Effective Date.
- D. Representations and warranties of Seller as contained in Paragraph 5 and elsewhere in this Contract remain substantially true and accurate in all material respects as of Closing.
- E. Title to the Property be as described in Paragraph 2 of this Contract.
- F. Seller shall have performed all covenants herein contained.
- G. Seller and/or Buyer obtain subdivision approval from Town of Front Royal to separate parcel from parent parcel (if needed).
- H. Seller obtain consent/approval for sale from Avtex Stakeholders.

13. Termination, Default and Remedies

The parties hereby acknowledge that (1) the transactions contemplated by this Agreement are unique in character and (2) in the event that either party fails to Close or otherwise breaches any of their material obligations under this Agreement, monetary damages alone will not be adequate. The non-defaulting party shall therefore as its sole remedy (with the exception of any attorney's fees) resulting from a defaulting party's failure to close or breach of any terms of this Agreement, to obtain specific performance of the terms of this Agreement.

14. Notices

Any notice required or permitted to be given under this Contract shall be deemed to be given when (i) hand-delivered by personal delivery or (ii) one (1) business day after pickup by United Parcel Service or Federal Express or (iii) when received by confirmed facsimile transmission or registered or certified mail (return receipt requested, first-class postage prepaid), in either case addressed to the parties as follows:

If to Seller to: Jennifer R. McDonald, Executive Director
Economic Development Authority
400-D Kendrick Lane
P.O. Box 445
Front Royal, Virginia 22630
(540) 635-2182

If to Buyer to: Steven M. Burke, Town Manager
102 E. Main Street
Front Royal, Virginia 22630
(540) 635-8007

And Copy to: Blair D. Mitchell, County Attorney
220 N. Commerce Avenue, Suite 100
Front Royal, Virginia 22630
(540) 636-6674

or in each case to such other address as either party may from time to time designate.

15. Disclaimer of Warranties

Except for the special warranty of title and the warranties specifically set forth in this Contract, Seller specifically disclaims any warranty, guaranty or representation, oral or written, past or present, express or implied, relating to the Property. It is understood that the Property is being conveyed to Buyer at Closing in "As Is" "Where Is" condition without any warranties or representations of any kind or nature whatsoever.

16. Miscellaneous Provisions

A. Binding Effect. This Contract shall, be binding upon and inure to the benefit of the parties hereto, and their respective heirs, devisees, personal representatives, successors and permitted

assigns.

B. Waiver, Modification. Except for issues concerning title, all of which Buyer must have addressed prior to the commencement of the Purchase of the Property, failure by the parties to insist upon or enforce any of their rights hereto shall not constitute a waiver thereof.

C. Assignment. This Contract may not be assigned by Buyer without the prior written consent of Seller.

D. Governing Law. This Contract shall be governed by and construed under the laws of the Commonwealth of Virginia, without regard to principles of conflicts of law.

E. Headings. The paragraph headings are herein used for convenience of reference only and shall not be deemed to vary the content of this Contract or the covenants, agreements, representations and warranties herein set forth or the scope of any paragraph.

F. Counterparts. If this Contract shall be executed in two or more counterpart originals, each counterpart original shall be for all purposes considered an original of this Contract.

G. Partial Invalidity. If any provision of this Contract shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect; and it is the intention of all the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

H. Merger of Warranties. Unless otherwise provided herein, the representations and warranties made by Seller herein and all other provisions of this Contract shall be deemed merged into the deed delivered at Settlement and shall not survive Settlement.

I. Entire Contract. This Contract, together with a certain Supplemental Agreement by and between Buyer and Seller of even date herewith, constitutes the entire Contract between the parties with respect to the purchase and sale of the Property and supersedes all prior oral and written understandings. Amendments to this Contract shall not be effective unless in writing and signed by the parties hereto.

J. Holidays, etc. Whenever the last day for the performance of any act required by either Seller or Purchaser under this Contract shall fall upon a Saturday, Sunday, or legal holiday, the date for the performance of any such act shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday.

K. Counsel Fees. If any action is brought by either party against the other party, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees, costs and expense incurred in connection with the prosecution or defense of such action.

L. Effective Date. The Effective Date of this Contract shall be the date that a fully signed

original of this Contract is executed by Buyer and delivered to and signed by Seller.

17. Notice to Buyer

NOTICE: THE INTEREST TO BE CONVEYED HEREBY IS SUBJECT TO A CONSERVATION AND ENVIRONMENTAL PROTECTION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS DATED NOVEMBER 22, 1999, (SIGNED IN COUNTERPARTS BETWEEN NOVEMBER 9 AND 22, 1999) RECORDED IN THE LAND RECORDS OF THE CLERK OF THE CIRCUIT COURT OF WARREN COUNTY, VIRGINIA, ON DECEMBER 7, 1999, AS INSTRUMENT NUMBER 990008268, IN FAVOR OF AND ENFORCEABLE BY, THE UNITED STATES OF AMERICA, FMC CORPORATION, GENERAL CHEMICAL CORPORATION, THE LORD FAIRFAX SOIL AND WATER CONSERVATION DISTRICT AND THE VALLEY CONSERVATION COUNCIL.

IN WITNESS WHEREOF, Seller and Buyer have caused this Contract to be executed as of the date indicated below, signatures beginning on next page.

SELLER:

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA, doing business as the Warren County Economic Development Authority (EDA), a political subdivision of the Commonwealth of Virginia

By: _____ Date: _____
Patricia S. Wines, Chairman

BUYER:

THE TOWN OF FRONT ROYAL, VIRGINIA, a Virginia municipal corporation

By: _____ Date: _____
Steven M. Burke, Town Manager

Approved as to form:

Approved as to form:

Blair D. Mitchell
Counsel for Seller

Douglas W. Napier, Town Attorney
Counsel for Buyer

**CONCURRENCE THAT SALE OF 5.24-ACRE PORTION OF PARCEL 2A IS NOT IN CONFLICT
WITH TERMS OF CONSERVATION AND ENVIRONMENTAL PROTECTION
EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS**

We, the undersigned holders of a Conservation and Environmental Protection Easement and Declaration of Restrictive Covenants dated November 23, 1999 (the Easement) at a closed industrial site in Front Royal, Virginia, known as the Avtex Fibers Superfund Site (the Site), have been asked to determine that a proposed sale and transfer in title to the Town of Front Royal, Virginia, of a 5.24-acre portion of Parcel 2A (northwest portion of parking lot fronting on Kendrick Lane) upon which the Town desires to construct, maintain, house and operate its Police Station, together with parking facilities, is in conformity with the terms and conditions of the Easement.

Recitals:

The Town of Front Royal, Virginia (the Town) now operates a municipal police department, whose current building the Town Council has determined needs to be replaced.

The Industrial Development Authority of the Town of Front Royal and County of Warren, Virginia, d/b/a Economic Development Authority (the EDA) is the owner of Parcel 2A as shown on Exhibit D to the Easement, which consists of two portions of former parking lots, the northeastern one consisting of approximately five and twenty-four one hundredths acres (5.24 acres) (the Property).

The Town has offered to purchase the Property for a consideration of \$7,000.00 per acre, which is the fair market value of the Property as provided for in the Real Estate Sale Contract dated November 23, 1999, by and between Avtex Fibers-Front Royal, Inc., Anthony H. Murray, Jr., Inc., Trustee, the Industrial Development Authority of the Town of Front Royal and County of Warren, Virginia, d/b/a Economic Development Authority, the County of Warren, Virginia, the Town of Front Royal, Virginia, the United States of America on behalf of the Environmental Protection Agency, and FMC Corporation

The Town desires to purchase the Property, and to construct, operate, house and maintain on the Property its municipal police station, including offices, communications and dispatch facilities, locker rooms, squad meeting rooms, evidence lockers, parking spaces and other facilities customarily associated with municipal police stations.

The station would include emergency, non-recurring overnight sleeping quarters due to snow or other emergency events, for Police Department staff only.

The EDA now requests the Stakeholders to agree and consent to the sale of the 5.24-acre parcel from the EDA to the Town, provided that the deed of bargain and sale contains a restriction that the 5.24-acre parcel be used as a public safety facility usage in conformity with the terms of the Easement.

Finding of Conformity and Consent to Usage

We, the holders of the Easement, agree that the proposed sale of the 5.24-acre parcel appears not to be in conflict with the terms of the Easement, and we consent to the sale by the EDA to the Town of the 5.24-acre parcel to be used as the site of a municipal public safety facility (police station) provided that the deed of bargain and sale contains a restriction that the property be used for public safety facility purposes consistent with the terms of the Easement, that the deed contains the Notice as described in paragraph 8 of the Easement, and that any sleeping quarters provided and used be only for the rare, emergency, non-recurring snow or other emergency-related events, for Police Department staff only.

Witness the following signatures and dates, which may be signed in counterparts, to signify our findings of conformity and consent to the proposed project.

VALLEY CONSERVATION COUNCIL

By _____
Name _____
Title _____
Date _____

LORD FAIRFAX SOIL AND WATER
CONSERVATION DISTRICT

By _____
Name _____
Title _____
Date _____

INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE TOWN OF FRONT ROYAL AND
COUNTY OF WARREN, VIRGINIA

By _____
Name _____
Title _____
Date _____

FMC CORPORATION

By _____
Name _____
Title _____
Date _____

THE UNITED STATES OF AMERICA

By _____
Name James A. Lofton
Title Counsel to the Chief
U.S. Department of Justice
Environmental and Natural Resources Division
Environmental Enforcement Section
Date _____

HONEYWELL

By [Signature]
Name Evan W. Heath
Title V.P. HSES
Date 2/20/2014



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

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Item No. 15

Meeting Date: March 10, 2014

Agenda Item: COUNCIL REFER TO ECONOMIC COMMITTEE – Arterial Commercial Zoning

Summary: Councilman Tewalt suggested that as part of the Town's vision concerning economic development, Town Council should evaluate what the most appropriate land uses should be along arterial roadways in Town. Furthermore, Town Council should also evaluate tools that could be used to encourage and/or require properties along arterial roadways to be used for such uses, including, but not limited to, the creation of a new commercial zoning district, modification of existing regulations, and/or an incentive program. Appropriate uses should enhance Front Royal as a tourist destination, serve our citizens, and help provide a solid tax base. Arterial roadways include Commerce Avenue, Shenandoah Avenue, Royal Avenue, West 14th Street, South Street, and the commercial portions of John Marshall Highway and Remount Road. Town Council is requested to refer this evaluation to the Economic Committee for their recommendations. After recommendations from the Economic Committee are received, Town Council should refer this evaluation to the Planning Commission.

Budget/Funding: None

Attachments: None

Meetings: March 3, 2014

Staff

Recommendation: Approval ☒ Denial ☐

Proposed Motion: I move that Council refer to the Economic Committee an evaluation of the most appropriate land uses, development of a commercial zoning district, modification of existing regulations, and development of incentive programs for commercial parcels located along the Town's arterial roadways to include Commerce Avenue, Shenandoah Avenue, Royal Avenue, West 14th Street, South Street, and the commercial portions of John Marshall Highway and Remount Road to enhance Front Royal as a tourist destination, serve our citizens, and help provide a solid tax base.

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

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

Approved By: JB



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

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Item No. 16

Meeting Date: March 10, 2014

Agenda Item: CLOSED MEETING – Investment of Public Funds for Acquisition of Public Right-of-Way

Summary: Council is requested to convene and go into Closed Meeting for the purpose of discussion or consideration of the investment of public funds for the acquisition of public rights-of-way where competition or bargaining is involved, and where, if made public initially, the financial interest of the governmental unit would be adversely affected, as authorized by Section 2.2-3711 (A)(6) of the Code of Virginia.”

Budget/Funding: None

Meetings: None

Staff

Recommendation: Approval ☒ Denial ☐

Proposed Motion:

Motion to go Into Closed Meeting

“I move that Council convene and go into a Closed Meeting for the purpose of discussion or consideration of the investment of public funds for the acquisition of public rights-of-way where competition or bargaining is involved, and where, if made public initially, the financial interest of the governmental unit would be adversely affected, as authorized by Section 2.2-3711 (A)(6) of the Code of Virginia.”

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

I move that Council certify that to the best of each member's knowledge, as recognized by each Council member's affirmative vote, that only such public business matters lawfully exempted from Open Meeting requirements under the Virginia Freedom of Information Action 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.

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

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

Approved By: JB