



TOWN COUNCIL WORK SESSION

Monday, May 5, 2014 @ 7:00pm
Front Royal Administration Building

Town/Staff Related Issues:

1. Continued FY14-15 Budget Discussion – *Town Manager*
2. Wildlife Management Year End Report by Clint Keller (NO BACKUP)
3. Chief Dispatcher Re-classification – *Police Chief*
4. Dispatcher Step Program – *Police Chief*
5. Planning Commission Ordinance Amendment Recommendations - *Director of Planning/Zoning*
 - a. Chapter 156 – Urban Forestry
 - b. Chapter 175 – Zoning
 - c. Chapter 148 – Subdivision & Land Development
6. Continued Discussion on Ordinance Amendments to Town Election Precincts – *Town Attorney*
7. Blue Ridge Arts Council's Electric Donation Request for Gazebo Gatherings – *Town Manager*
8. Wastewater Treatment Plant WQIF Grant Award – *Town Manager*

Council/Mayor Related Issues:

9. Liaison Committee Meeting Items for May 15 Liaison Committee Meeting
10. Amendment to Code Section 167-2 to Allow Hunting of Groundhogs in Town Limits (*Councilman Sayre*)
11. Council Discussion/Goals (*time permitting*)
12. CLOSED MEETING – 1) Disposition of Real Property, 2) Consultation with Legal Counsel regarding specific legal matters, 3) Consultation with Legal Counsel pertaining to actual or probable litigation, and 4) Personnel Matter

Motions to Go Into Closed Meeting

I move that Council convene and go into Closed Meeting **1)** for the purpose of discussion or consideration of the disposition of publicly held real property, specifically, the former Town Hall property, where discussion in an Open Meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2-3711 A. 3. of the Code of Virginia; **2)** pursuant to Virginia Code § 2.2-3711.7 for the purpose of consultation with legal counsel employed or retained by a public body regarding specific legal matters, specifically, possible acquisition of the Afton Inn property and the possible disposition of the former Town Hall Property, requiring the provision of legal advice by such counsel; **3)** for the purpose of consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, specifically *LYMA, LC v. Town of Front Royal*, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body, "probable litigation" meaning litigation that has been specifically threatened or on which the public body or its legal counsel has a reasonable basis to believe will be commenced by or against a known party, pursuant to Section 2.2-3711 (A) (7) of the Code of Virginia; and **4)** for the purpose of assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of a public body, pursuant to Section 2.2 3711. A. 1. of the Code of Virginia.

Motion to Certify Closed Meeting at its Conclusion [At the conclusion of the Closed Meeting, immediately reconvene 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.



Town of Front Royal, Virginia
Work Session Agenda Form

Date: May 5, 2014

Agenda Item: FY14-15 Budget Discussion

Summary: Council has discussed the FY14-15 Budget at the March 30, April 7, and April 21 Work Sessions. Council has requested that a discussion be conducted to gain consensus on possible changes to the recommended budget.

Council Discussion: Council is requested to develop consensus on budget changes.

Staff Evaluation: The items discussed by Council at Work Session are included with this agenda.

Budget/Funding: Staff propose to conduct a public hearing on May 27 if consensus is achieved on the proposed FY14-15 Budget. The Finance Director will be available to address fiscal issues.

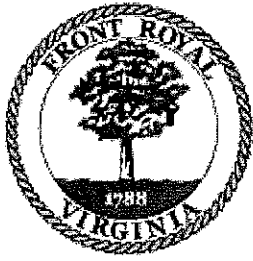
Legal Evaluation: The Town Attorney will be available to address legal issues.

Staff Recommendations: Staff recommends that Council authorize staff to advertise for a public hearing on May 27 for the FY14-15 Budget.

Town Manager Recommendation: The Town Manager recommends that Council authorize staff to advertise for a public hearing on May 27 for the FY14-15 Budget.

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action
Consensus Poll on Action: ____ (Aye) ____ (Nay)



Item No. 3

Town of Front Royal, Virginia Work Session Agenda Form

Date: May 5, 2014

Agenda Item: Chief Dispatcher Re-Classification

Summary: This request is being made to upgrade this pay scale to accurately reflect the responsibility of this position.

Council Discussion:

Staff Evaluation: This reclassification is needed because of the increased responsibility of the position

Budget/Funding: Requested in the FY 2014-2015 proposed budget

Legal Evaluation:

Staff Recommendations: Request approval

Town Manager Recommendation:

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action
Consensus Poll on Action: ___(Aye) ___(Nay)

Work Session



TOWN OF FRONT ROYAL

POLICE DEPARTMENT
23 E. JACKSON STREET
FRONT ROYAL, VIRGINIA 22630-1560

Norman A. Shiflett

Chief of Police
(540) 635-2111
(540) 635-6160 (Fax)

Date: March 17, 2014
To: Steve Burke; Town Manager
From: Norman Shiflett; Chief of Police
Subject: Justification for re-classification of Chief Dispatcher

Justification for re-classification and pay adjustment for Chief Dispatcher position are as follows:

The Chief Dispatcher position is unique in that the position requires a thorough knowledge of not only operational issues, but administrative matters as well. The Chief Dispatcher is tasked with filling any potential shortages in personnel. During the previous 12 months, Chief Dispatcher Scott has on numerous occasions covered staff shortages due to the lack of qualified applicants to the dispatch position. This has been an absolute necessity because of the nature of the 24 hour operation within the dispatch center. This aspect will hopefully be resolved once we have come to a full staffing level. Once staff positions are filled the Chief Dispatcher's role becomes one of a supervisory nature rather than operational, but does not preclude the position from having an operational role and maintaining skills sets to ensure that role can be filled.

In addition to required supervisory duties, the Chief Dispatcher is also charged with being the systems administrator for the police department's Records Management System (RMS). This involves a high degree of attention to details as well as being time consuming. The duties include but are not limited to:

- Ensuring correct entry of data into the RMS
- Ensuring all operational personnel are trained and familiar with the use of the RMS
- Ensuring records are not duplicated and condensing records when needed
- Ensuring compatibility of RMS processes with operational procedures
- Problem solving data issues and working closely with the vendor to solve issues as they arise

Mrs. Scott was trained in the initial roll-out of the Spillman Records Management System and was heavily involved in the initial building of the database. She has all the requisite knowledge to operate, train and maintain the system from the police department side of the operation.

In larger agencies, the role of system administrator and dispatch supervisor are two unique and separate positions. Mrs. Scott is currently tasked with and is successfully filling the role of both positions. This has provided continuity within the communications and RMS functions as well as providing a cost savings to the town through a multi-tasked single position.



TOWN OF FRONT ROYAL

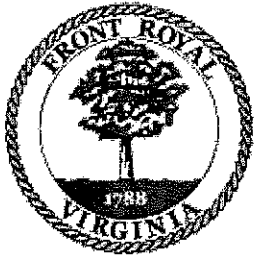
POLICE DEPARTMENT
23 E. JACKSON STREET
FRONT ROYAL, VIRGINIA 22630-1560

Norman A. Shiflett

Chief of Police
(540) 635-2111
(540) 635-6160 (Fax)

In addition to the above noted items, the Chief Dispatcher is also charged with ensuring the physical security and correct operation of criminal justice information systems within the department. These duties require a thorough knowledge of policy and operational issues directly involved with the Virginia State Police and Information Systems Procedures within the Code of Virginia. Included in these procedures are mandated reporting requirements set forth by the Central Criminal Records Exchange (C.C.R.E). As well as VCIN/NCIC, the Chief Dispatcher ensures correct statistical data and the timely reporting of said data that has a direct correlation with information needed to ensure continued "599" funding through the Commonwealth of Virginia.

Due to the unique skill sets required and the supervisory level assigned to the Chief Dispatcher position, the importance of the position and its crucial role within the police department become obvious. For these reasons, I respectfully request the position to be re-classified and the pay adjusted accordingly.



Item No. 4

Town of Front Royal, Virginia Work Session Agenda Form

Date: May 5, 2014

Agenda Item: Dispatcher Step program

Summary: This request is being made to upgrade this pay scale to accurately reflect the responsibility of this position.

Council Discussion:

Staff Evaluation: This reclassification is needed because of the increased responsibility of the position

Budget/Funding: Requested in the FY 2014-2015 proposed budget

Legal Evaluation:

Staff Recommendations: Request approval

Town Manager Recommendation:

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action

Consensus Poll on Action: ___(Aye) ___(Nay)

Work Session

DISPATCHER STEP PROGRAM

Entry level Dispatchers are hired at a base rate of \$26,978

Upon completion of initial training, dispatchers will apply, through a request to their supervisor, for elevation to Dispatcher I status. Applicants will be required to submit proof of certifications and training.

Below are the requirements for Dispatchers to move from Entry Level Dispatcher to Level 1. All requirements must be met to move forward.

Dispatcher I:

- VCIN/NCIC Certification
- Successful completion of in-house dispatch training
- Basic Dispatch school scheduled/completed
- Probationary period of 6 months satisfied
- Good evaluation and no written reprimands in last 6 months
- Salary \$28,329-31,293

Upon completion of the above requirements, dispatchers will apply, through a request to their supervisor, for elevation to Dispatcher II status. Applicants will be required to submit proof of certifications.

Below are the requirements for dispatchers to move from Dispatcher I to Dispatcher II. All requirements must be met to move forward.

Dispatcher II:

- All requirements of Dispatcher I have been met
- Completed (or scheduled within 6 months) General Instructor Class
- 2 years employment as dispatcher
- Attended at least one job specific continuing education class per year
- Proven competency in Spillman software and usage to its fullest capacity to extract crime statistics, reports and crime mapping
- Good evaluation and no disciplinary actions in personnel file in last 6 months
- Salary \$32,052-36,254

Upon completion of the above requirements, dispatchers will apply, through a request to their supervisor, for elevation to Senior Dispatcher status. Applicants will be required to submit proof of certifications and any requirements.

Below are the requirements for dispatchers to move from Dispatcher II to Senior Dispatcher. All requirements must be met to move forward.

Senior Dispatcher:

- All requirements of Dispatcher II have been met
- 5 years employment as a Dispatcher
- Completed VCIN Instructor class
- Organize at least one in-house instruction in a two year period
- One community training session in concert with CID
- Able to verify IBR reports for monthly submission to VSP
- No serious disciplinary actions requiring suspension of time off without pay in the last year
- Standards will be reviewed every two years to ensure compliance. If standards are not kept up you will be reclassified to the top of the pay scale for Dispatcher 2. You will not be able to apply for Senior Dispatcher for 6 months
- Salary \$37,148-43,097



Town of Front Royal, Virginia Work Session Agenda Form

Date: May 5, 2014

Agenda Item: Planning Commission Ordinance Amendments (Zoning, Subdivision, Urban Forestry "Tree") - *Director of Planning & Zoning*

Summary: During their meeting on March 19, 2014, the Town of Front Royal Planning Commission recommended adoption of several ordinance amendments to the Town Code. Specifically, the recommended ordinance amendments include comprehensive changes to Chapter 148 (Subdivision & Land Development), Chapter 156 (Urban Forestry), and Chapter 175 (Zoning).

The Planning Commission has been working on the update to Chapter 148 for many years. This update includes a complete restructuring and significant changes, as compared with the current code. The proposed changes to Chapters 156 and 175 are less dramatic, primarily including changes to improve how they interact with Chapter 148.

A Powerpoint slideshow is attached that will be presented during the Town Council Work Session. It summarizes the proposed ordinance amendments by identifying the significant changes.

The proposed ordinances amendments include 363 pages. A digital copy is presently posted on the town website at <http://www.frontroyalva.com/draft-ordinances.html>. Upon request, Staff would be glad to provide Town Council members with a copy of the ordinance amendments in a format of their preference, including a paper copy or digital copy, either by email, on a thumbdrive, or on a CD/DVD.

Council Discussion: This agenda item is scheduled for discussion between Town Council and Staff during the May 5th Town Council Work Session. Additional Work Sessions may be necessary at future Town Council Work Sessions.

Staff Evaluation: The Planning Director will be at the upcoming Town Council work session to answer questions that Town Council may have. As required by the Town Code, a 1st and 2nd Reading is required prior to adoption.

Budget/Funding: n/a

Legal Evaluation: The Town Attorney will be available at the upcoming work session.

Planning Commission Recommendations: The Planning Commission recommended adoption of the proposed ordinance amendments during their March 19, 2014 meeting.

Staff Recommendations: Staff recommends that Town Council hold a public hearing to consider adoption of the proposed ordinance amendments.

Town Manager Recommendation: The Town Manager will be available at the upcoming work session for discussion and questions.

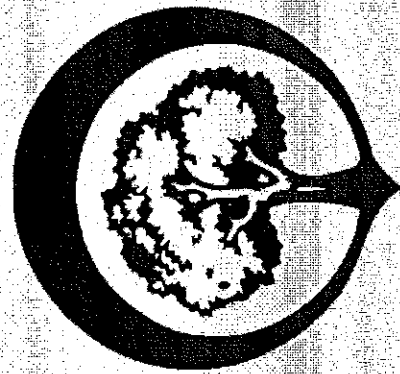
Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action
Consensus Poll on Action: ____ (Aye) ____ (Nay)



DRAFT TOWN CODE AMENDMENTS

CHAPTERS 148, 156 & 175



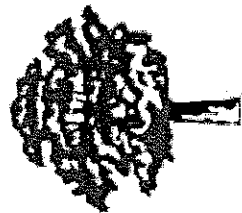
TREE CITY USA®

CHAPTER 156

Urban Forestry

Summary of Key Changes

- ❖ 18 pages.
- ❖ Revised purpose and intent.
 - To promote and protect the public health, safety and general welfare.
 - Includes goal to increase canopy cover from 41% to 46% by 2030.
 - Revised duties of UFAC
 - Develop plans and program related to urban forestry.
 - Promote education of urban forestry.
 - Technical assistance and guidance.
 - UFAC to Review landscaping plans (advisory only).
- ❖ Heritage, Memorial or Specimen Tree Designation Process.
- ❖ Establishment of uniform standards:
 - Selection: "Landscape Preservation and Planting Guide"
 - Planting: "American Standard for Nursery Stock"
 - Maintenance: "American National Standards Institute's ANSI A300"
- ❖ Appeal through Town Council as Special Exceptions.
- ❖ Consolidates all landscaping requirements.
 - 1) **Screens & Buffers (156-5),**
 - 2) **Development Tree Plantings (156-6),**
 - 3) **Street Trees (156-7), &**
 - 4) **Parking Lot Landscaping (156-8).**

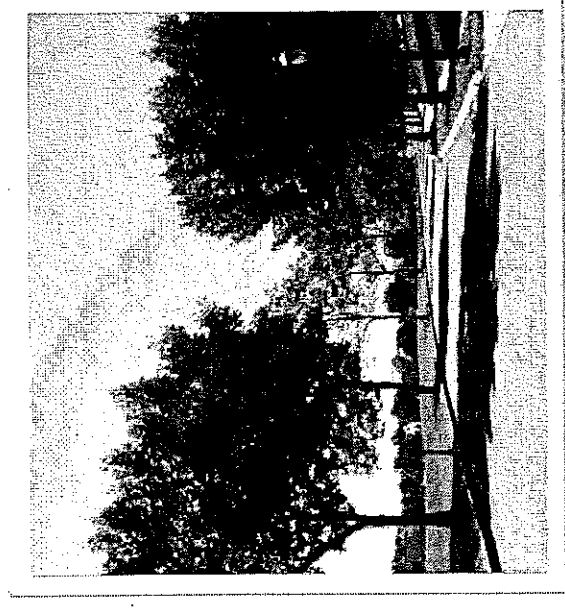
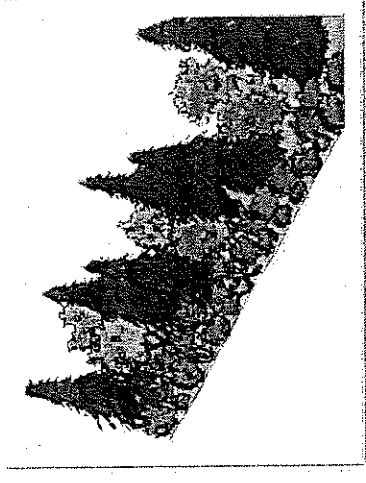


• SCREENS & BUFFERS

- Required for new development between incompatible uses
- Establishes vegetative buffers to be permanent, versus few years or less, but can be waived by Planning Commission.
- May be used towards development tree planting requirement.
- Currently required by Town Code.

• STREET TREES

- Required for new development and subdivisions with new streets.
- May be used towards development tree planting requirement.
- Landscape easement required for maintenance.
- More flexibility in placement.
- No substantial change in number of trees required.



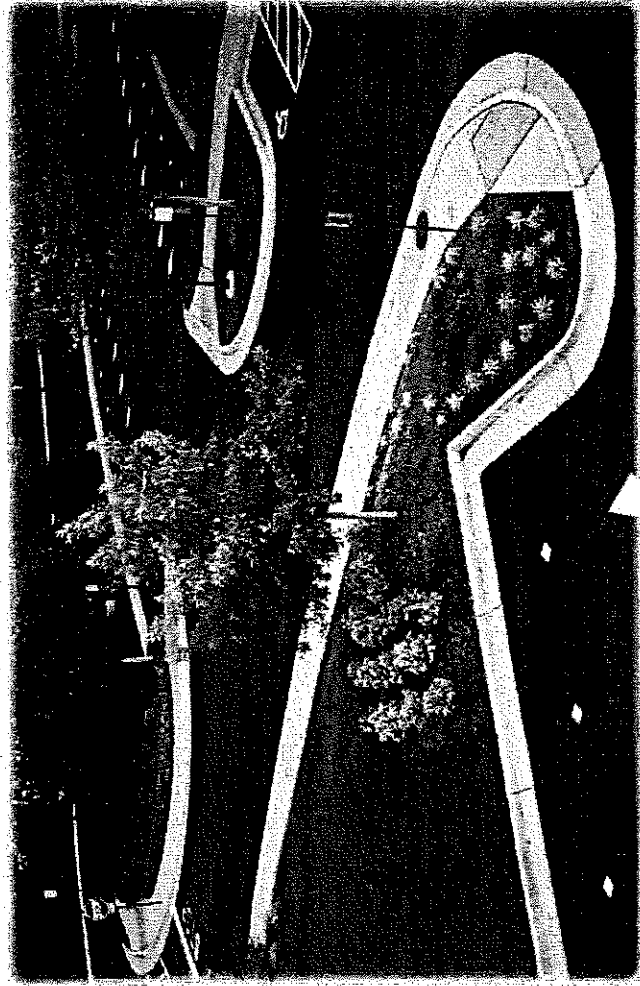
• DEVELOPMENT TREE PLANTINGS

- Required for new development and major subdivisions.
- Tree Canopy Calculation Worksheet created.
- Consistent with Virginia Code § 15.2-961.
- Landscaping Plans to be certified professional.
- Director can waive for farm land or other areas devoid of trees.
- Landscape Maintenance Agreement required & 1-yr guarantee by developer.
- Tree Bank established as an option for developer.
- No change to required amount of trees from current Town Code.



• PARKING LOT LANDSCAPING

- Required for new parking lots
- May be used towards development tree planting requirement.
- No changes from current regulations, except minor wording changes for clarify and consistency.





CHAPTER 175

Zoning

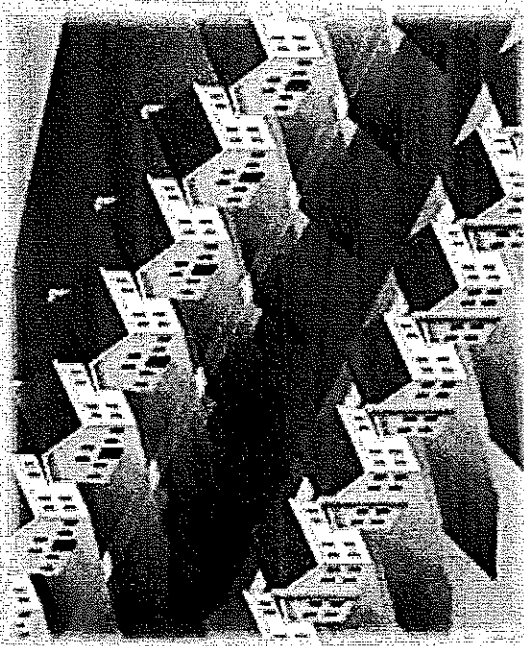
Summary of Key Changes

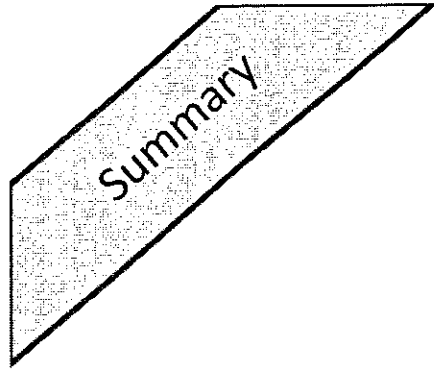
- ❖ 233 pages.
- ❖ Revised definition of accessory use. This includes allowance for a small accessory dwelling on lots at least 12,000 feet².
- ❖ Revised definition of accessory building/accessory structure.
- ❖ Redefines “family” and “apartment development”. Adds definition of gas station and special childcare services.
- ❖ Restructuring of each zoning district section so that the list of permitted uses, and uses permitted by a special use permit, are shown in the same format, and uses the same terminology.
- ❖ Removes parking standards since they are consolidated in Chapter 148

CHAPTER 148

Subdivision & Land Development

Summary of Key Changes





- ❖ 113 Pages.
- ❖ Organized into 11 Articles
 - ☐ 1 - Title, Purpose and Applicability
 - ☐ 2 - Administration and General Regulations
 - Special Exceptions
 - ☐ 3 - Major Subdivisions
 - ☐ 4 - Minor Subdivisions
 - ☐ 5 - Major Site Plans
 - ☐ 6 - Minor Site Plans
 - ☐ 7 - Boundary Line Adjustments and Lot Consolidations
 - ☐ 8 - Design Standards
 - Street design standard changes.
 - 5' wide Sidewalks
 - As-built plans required.
 - Dark-sky lighting
 - Parking requirements added (20% compact cars allowance)
 - Completion of improvements within 1 yr – procedure for extension
 - ☐ 9 – Definitions
 - Major an minor site development plans
 - Major and minor subdivision plans
 - ☐ 10- Plan and Plat Detail Requirements
 - ☐ 11- Schedule of Fees
- ❖ Eliminates conflicts of existing regulations and reformatted to match processes.

Special Exceptions

What is a special exception?

The approval of a subdivision or development with variations to the general regulations of this Chapter, under the criteria established under Section 148-211, and as authorized by Virginia Code 15.2-2242.

Who can approve a special exception?

Town Council, after review and recommendation by the Planning Commission.

When can a Special Exception be granted?

*Hardship
Creation of Affordable Housing
Traditional Neighborhood Design
Conservation & Water Quality*

Low “er” Impact Street Designs

	Minimum Street Width Comparisons
Town of Front Royal (Current)	12' Alleys 32' ≤500 ADT 40' 501-3000 ADT
Town of Front Royal (Original Draft)	12' Alleys 37' ≤500 ADT 41' 501-3000 ADT
Town of Front Royal (Proposed)	12' Alleys 32' ≥1000 ADT 36' 1001-2000 ADT 40' ≥2001
VDOT Standards (Former)	28' ≥400 36' 401-2000 ADT 40' 2001-4000 ADT
VDOT Standards (Current)	29' ≥2000 ADT 36' 2001-4000 ADT

32' width would be allowed
for up to 1000 ADT.

36' width added.

40' width not required until
2001 ADT, versus 501

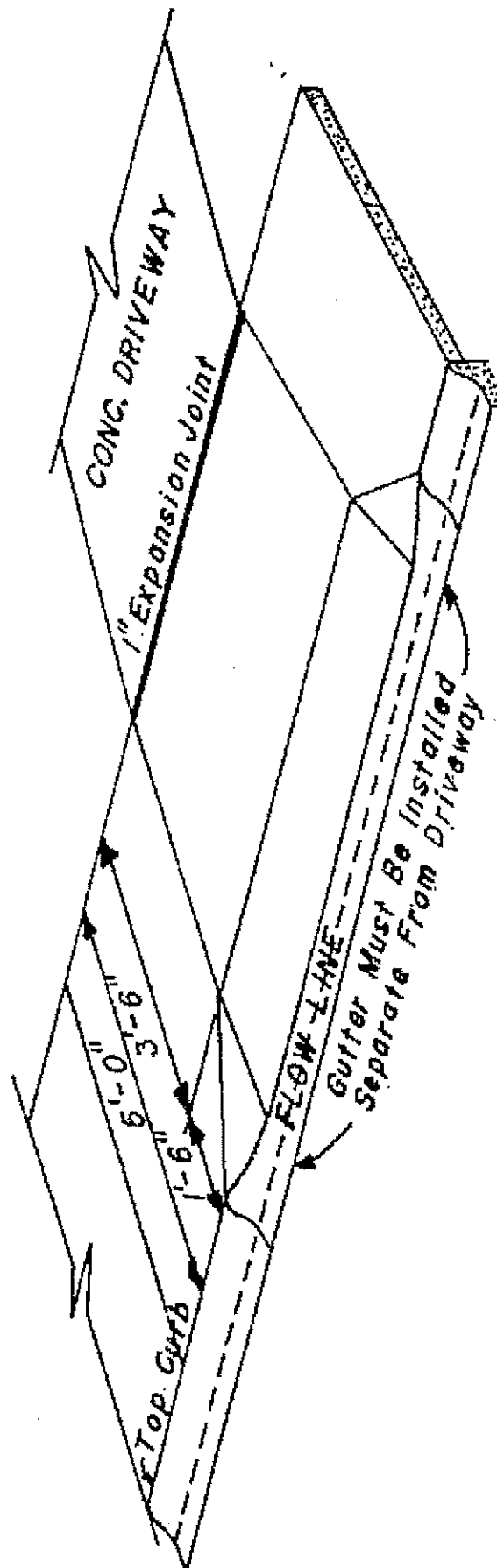
TABLE 148-820.C.2

	Minimum right-of-way width
Alleys	20'
Local Streets Up to 1,000 ADT 1001 to 2,000 ADT	50' 55'
Collector Streets	65'

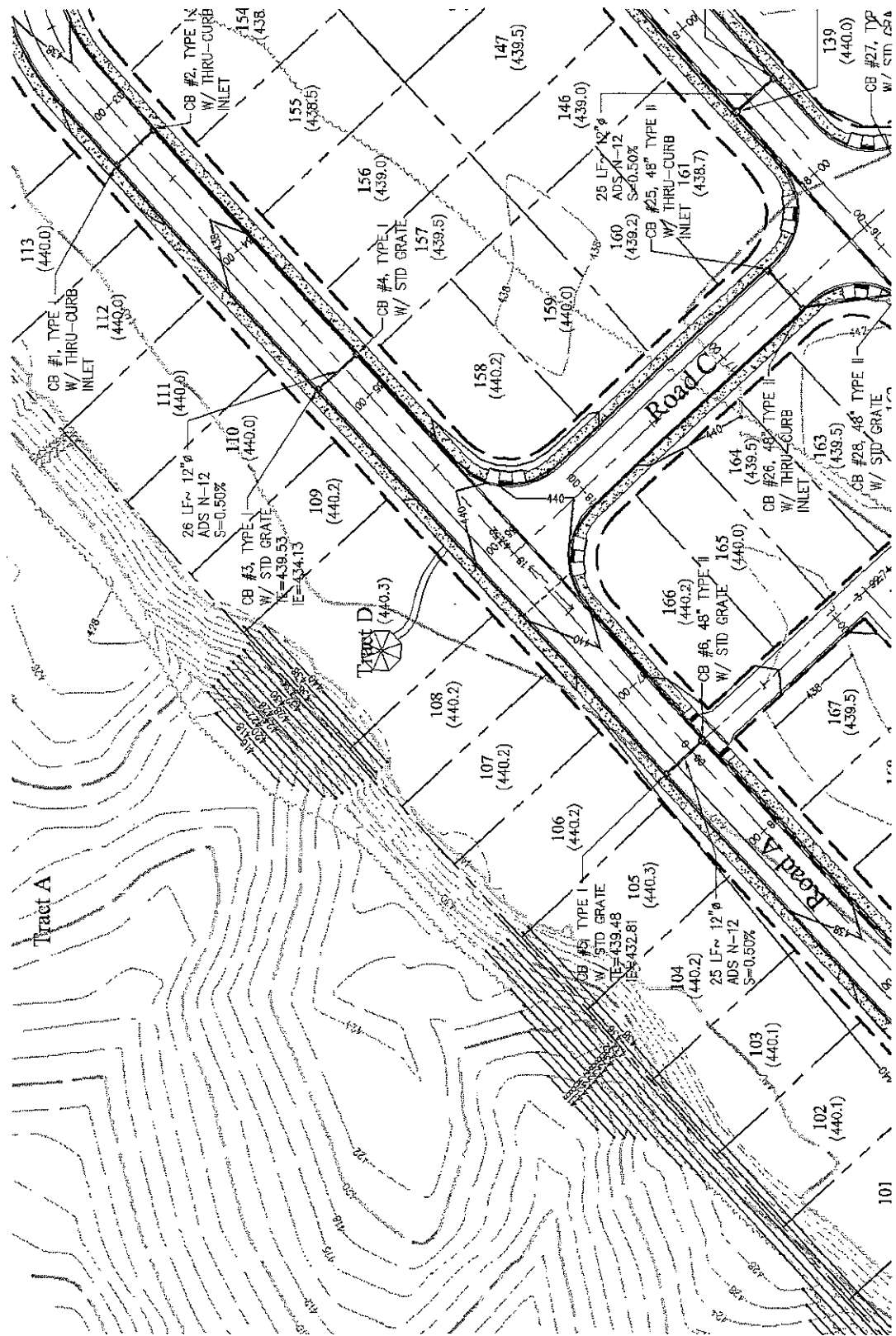
TABLE 148-820.D.6.

	Pavement Width (SM-9.5A)	Base Course Width (BM 25.0)	Sub Base Width (21-B)	Surface Course Pavement Depth (SM-9.5A)	Base Course Depth (BM 25.0)	Sub Base Depth (21-B)
Alleys	12'	N/A	N/A	1"	N/A	6"
Local Streets: Up to 1,000 ADT 1001 to 2,000 ADT	32' 36'	32' 36'	35' 39'	1" 1"	3" 3"	6" 6"
Collector Streets:	40'	40'	43'	1"	3"	6"

5' wide sidewalks



As-built Plans Required

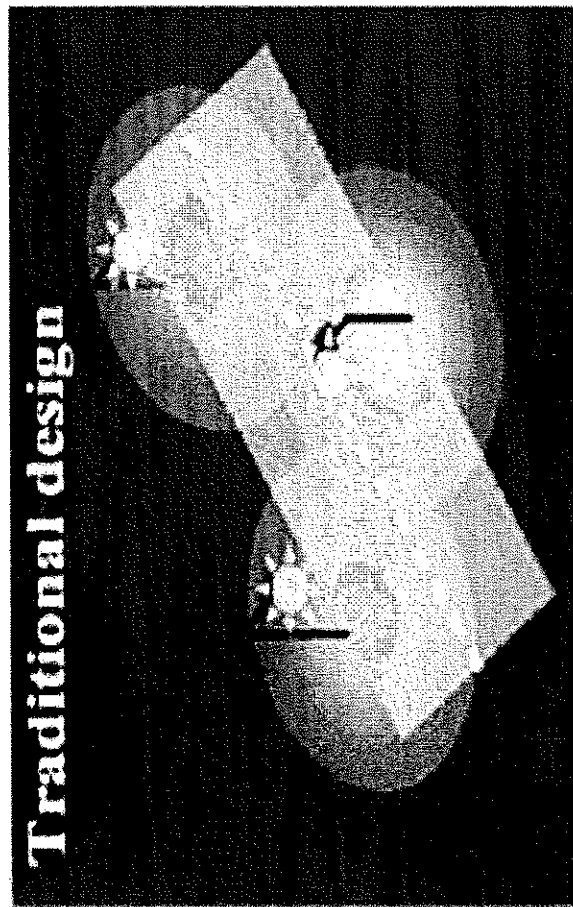




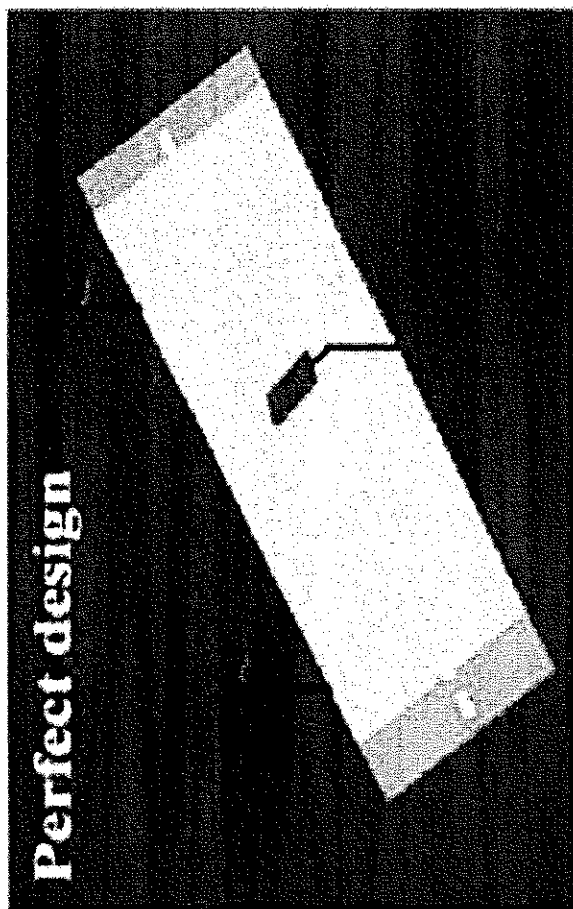
Dark-Sky Lighting

Glare reduction for better visibility
Nuisance avoidance
Lower Energy Bills

Energy Conservation
Star gazing - Natures beauty
Protecting Ecosystems

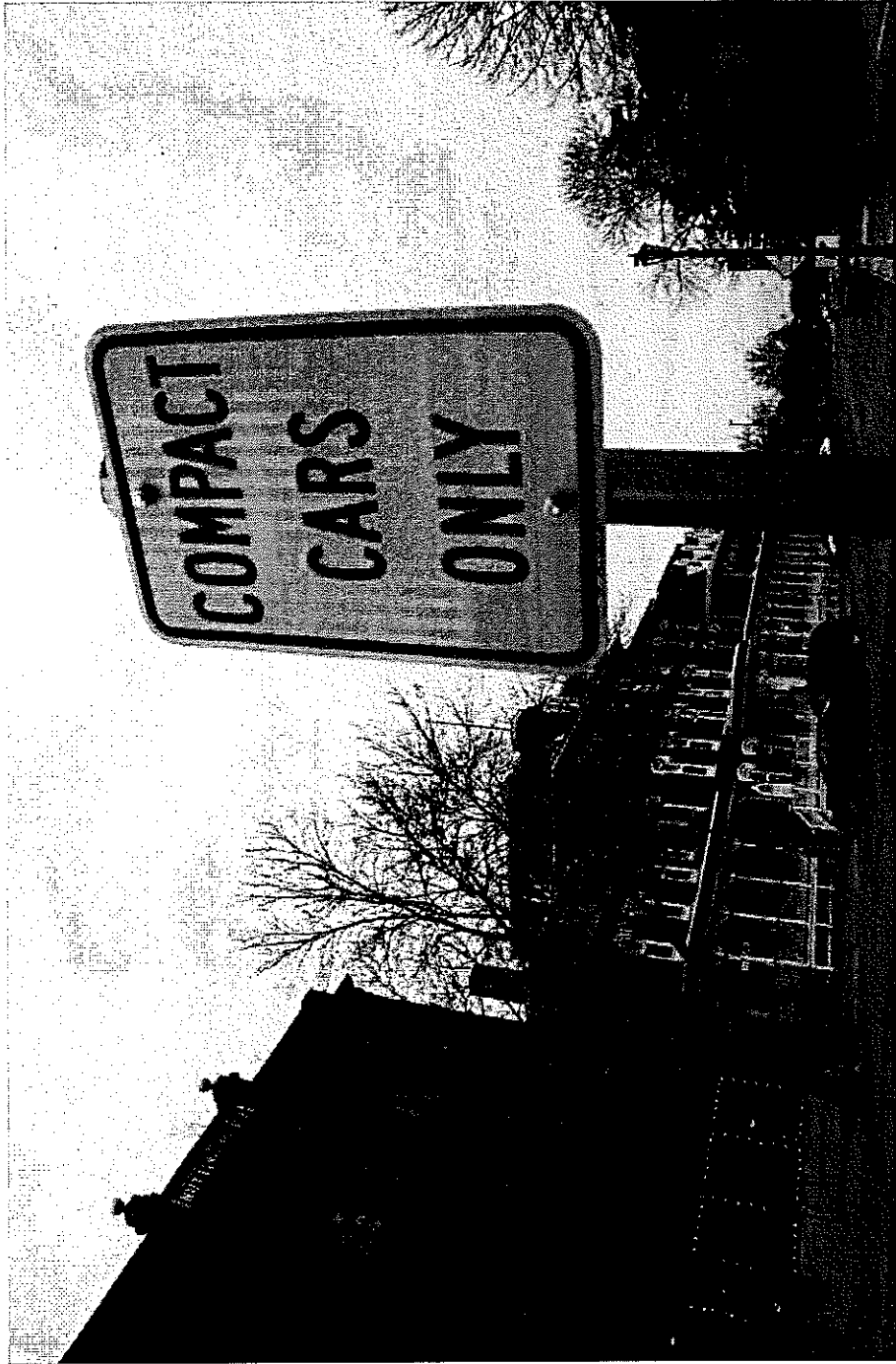


Traditional design



Perfect design

COMPACT CAR SPACES



Administrative Waiver

148-210.A. Upon compliance with the provisions of Section 148-210.B, the Director may waive either one or more technical requirements of this Chapter, and approve the plat or plan administratively for the following types of subdivision or land development activities.

1. The division of a single lot or parcel into not more than eight (8) parcels or lots.
2. The combination or recombination of previously platted and recorded lots where the total number of lots is not increased, including the vacation or abandonment of a lot line.
3. Minor adjustments to an existing lot line that do not substantially change the size of any lots and which conform to all requirements of the applicable zoning regulations.
4. The change of use, development or re-development in a residential district for three (3) or fewer dwelling units in a single structure.
5. The change of use, development or re-development in a commercial or industrial district where the number of required parking spaces is ten (10) or less and the size of the structure and/or open air use does not exceed two thousand (2,000) square feet.



Town of Front Royal, Virginia Work Session Agenda Form

Date: May 5, 2014

Agenda Item: ORDINANCE AMENDMENTS TO TOWN ELECTION PRECINCTS, Chapter 34 of Town Code.

Summary: The County amended Warren County Code Chapter 16, enclosed, which sets out the new boundaries of the County's Election Districts, in 2011. This creates a couple of issues that need to be addressed and corrected. One of them is that the current Town Code pertaining to Election Precincts, Chapter 34, attached, ties the Town's election precincts to the in-Town portions of the County's Election Districts as set forth in "Section 16-3 of the Warren County, Virginia, Code." Because of the 2011 County Code amendments, Section 16-3 of the Warren County Code is now Section 16-3.1. Similarly, the reference in the current Town Code to Section 16-7 of the County Code is incorrect, as the corresponding County Code Section is 16-7.1.

Also, Town Code § 34-8 states "[t]he polling place for each Town of Front Royal election precinct shall be the same as the polling places enumerated for the corresponding town precincts set for in Section 16-6 of the Warren County, Virginia, Code." Further, Chapter 34 of the Town Code, sets out the boundaries and polling places of each of the Town's Election Precincts, and was last amended in 2002. It would be a good idea to have the Town's Planning and Zoning Department, review Chapter 34 as part of this amendment process to make sure that any amendments to the Town's Election Precinct boundaries and polling places conform to the County's in-Town portions of its Election Districts and polling places.

According to Carol Tobin, the Voting Registrar, there are 8,585 registered voters living in Town.

The legal requirements are as follows:

Va. Code § 24.2-308. Requirements for town precincts. — There shall be one precinct for each town unless the council by ordinance establishes more than one precinct.

Each town precinct shall be wholly contained within any election district used for the election of one or more council or school board members.

The council shall establish by ordinance one polling place for each precinct.

Va. Code § 24.2-310. Requirements for polling places.--

For town elections held in November, the town shall use the polling places established by the county for its elections.

Va. Code § 24.2-305. Composition of election districts and precincts. —

A. Each election district and precinct shall be composed of compact and contiguous territory and shall have clearly defined and clearly observable boundaries.

B. A "clearly observable boundary" shall include (i) any named road or street, (ii) any road or highway which is a part of the federal, state primary, or state secondary road system, (iii) any river, stream, or drainage feature shown as a polygon boundary on the TIGER/line files of the United States Bureau of the Census, or (iv) any other natural or constructed or erected permanent physical feature which is shown on an official map issued by the Virginia Department of Transportation, on a United States Geological Survey topographical map, or as a polygon boundary on the TIGER/line files of the United States Bureau of the Census. No property line or subdivision boundary shall be deemed to be a clearly

observable boundary unless it is marked by a permanent physical feature that is shown on an official map issued by the Virginia Department of Transportation, on a United States Geological Survey topographical map, or as a polygon boundary on the TIGER/line files of the United States Bureau of the Census.

Va. Code § 24.2-306. Changes not to be enacted within 60 days of general election; notice requirements. —

A. No change in any local election district, precinct, or polling place shall be enacted within 60 days next preceding any general election. Notice shall be published prior to enactment in a newspaper having general circulation in the election district or precinct once a week for two successive weeks. The published notice shall state where descriptions and maps of proposed boundary and polling place changes may be inspected.

B. Notice of any adopted change in any election district, town, precinct, or polling place other than in the location of the office of the general registrar shall be mailed to all registered voters whose election district, town, precinct, or polling place is changed at least 15 days prior to the next general, special, or primary election in which the voters will be voting in the changed election district, town, precinct, or polling place. Notice of a change in the location of the office of the general registrar shall be given by posting on the official website of the county or city, by posting at not less than 10 public places, or by publication once in a newspaper of general circulation in the county or city within not more than 21 days in advance of the change or within seven days following the change.

C. Each county, city, and town shall comply with the applicable requirements of law, including §§ 24.2-304.3 and 30-264, and send copies of enacted changes to the local electoral board, the State Board, and the Division of Legislative Services.

Council Discussion: Council should decide if it wants to direct staff to draft amendments to Chapter 34, Election Precincts, of the Town Code to cause it to parallel Chapter 16, Elections, Article I, Districts, of the County Code, with necessary changes to reflect the Town corporate limits.

Staff Evaluation: It should be noted that State Code prohibited town election precinct changes from February 1, 2009, through May 15, 2011.

Budget/Funding: None required.

Legal Evaluation: Staff Recommendations: Staff recommends that Town Council direct staff to prepare amendments to Chapter 34 of the Town Code to bring it into conformity with the 2011 amendments to Chapter 16 of the Warren County Code.

Town Manager Recommendation: Town Manager concurs with staff.

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action
Consensus Poll on Action: ____ (Aye) ____ (Nay)

Chapter 34ELECTION PRECINCTS**Sections:**

- 34-1 DIVISION OF TOWN; DESIGNATIONS**
- 34-2 FORK PRECINCT**
- 34-3 HAPPY CREEK PRECINCT**
- 34-4 NORTH RIVER PRECINCT**
- 34-5 RIVERTON PRECINCT**
- 34-6 SHENANDOAH PRECINCT**
- 34-7 SOUTH RIVER PRECINCT**
- 34-8 POLLING PLACES**

Adopted by the Town Council of the Town of Front Royal 3-11-85 (*Chapter 23 of the 1965 Code*); amended in its entirety 2-24-92 by Ord. No. 2-92. Amendments noted where applicable.

34-1 DIVISION OF TOWN; DESIGNATIONS

There shall be six (6) voting precincts in the Town, which shall be known as the (1) "Town of Front Royal - Fork Precinct", the (2) "Town of Front Royal - Happy Creek Precinct", (3) the "Town of Front Royal - North River Precinct", (4) the "Town of Front Royal - Riverton Precinct", (5) the "Town of Front Royal - Shenandoah Precinct" and (6) the "Town of Front Royal - South River Precinct".

(Ord. No. 2-92 Amended 2-24-92-Effective Upon Passage)

34-2 FORK PRECINCT

The Town of Front Royal Fork Precinct shall include all that portion of the Fork Election District, as described in Section 16-3 of the Warren County, Virginia, Code, located within the corporate limits of the Town of Front Royal as follows:

Beginning at the point of intersection of Commerce Avenue and 6th Street, such point being at the intersection the Fork Election District, the North River Election District and the Shenandoah Election District, thence with the Shenandoah Election District and the center line of North Commerce Avenue southeastward to the center of East Main Street, thence with the center of East Main Street west to its intersection with South Royal which is at the northeastern corner of the Warren County property on which is located the Warren County Courthouse, thence with South River Election District as follows: the center of South Royal Avenue south-southwest at the intersection of South Royal Avenue and Criser Road thence with the center of Criser Road west-northwest to the intersection of Luray Avenue and Criser Road, thence along the center of Luray Avenue and then Luray Avenue extended west to the center of the South Fork of the Shenandoah River, thence downstream along the center line of the South Fork of the Shenandoah River northwest then northeast to a point where the center line of the South Fork of the

Shenandoah River intersects in the center line of Kendrick Lane extended, thence southeasterly with the center line of Kendrick Lane extended and then with the center line of Kendrick Lane southeasterly to its intersection with the center of 6th Street, thence with the center line of 6th Street easterly to its intersection with the center of North Commerce Avenue, at the point of beginning.

(Ord. No. 2-92 Amended 2-24-92-Effective Upon Passage)

(Ord. 6-02 Amended 2-25-02-Effective Upon Passage)

34-3 HAPPY CREEK PRECINCT

The Town of Front Royal Happy Creek Precinct shall include all that portion of the Happy Creek Election District, as defined by Section 16-3 of the Warren County, Virginia, Code, located within the corporate limits of the Town of Front Royal, as follows:

Beginning at a point on South Commerce Avenue at its intersection with East Stonewall Drive, such point being the intersection of South River Election District, Happy Creek Election District, and Shenandoah Election District, thence with the South River Election District as follows: south with the center line of South Commerce Avenue to its intersection with State Route 55 (John Marshall Highway), thence along the center of State Route 55 (John Marshall Highway) to its intersection with Biggs Drive, thence southerly up the center of Biggs Drive to the terminus of Biggs Drive, thence continuing with the South River Election District due south from a point being at the center of the terminus of the paved portion of Biggs Drive extended to its intersection with the Town boundary of the Town of Front Royal, thence along the Town boundary southeasterly then northerly then easterly then northerly to the intersection of the Town boundary and U. S. Route 55 (John Marshall Highway), thence crossing John Marshall Highway northerly then northwesterly then easterly then northerly along the Town boundary to its intersection with Happy Creek Road, thence westerly along the center of Happy Creek Road to its intersection with Polk Avenue, thence southeasterly along the center of Polk Avenue to its intersection with Braxton Road, then east along the center line of Braxton Road to its intersection with Leach Street, thence south along the center of Leach Street to its intersection with Horseshoe Drive, thence along the center of Horseshoe Drive east then south then west to the intersection of Horseshoe Drive and North Easterly Street, then south along the center of North Easterly Street to its intersection with East Stonewall Drive, then southwest along the center of East Stonewall Drive to its intersection with South Commerce Avenue, to the point of beginning.

(Ord. No. 2-92 Amended 2-24-92-Effective Upon Passage)

(Ord. 6-02 Amended 2-25-02-Effective Upon Passage)

34-4 NORTH RIVER PRECINCT

The Town of Front Royal North River Precinct shall have the same boundaries as those of the Town - North River Precinct as defined by Section 16-7C (1) of the Warren County, Virginia, Code, as follows:

Beginning at the point of intersection of the center line of 6th Street and North Commerce Avenue, such point being the point of intersection of the Fork Election District, the North River Election District and the Shenandoah Election District, thence north with the Shenandoah Election District as follows: along the center of North Commerce Avenue to its intersection with the center of East 8th Street, thence east along the center of East 8th Street to its intersection with Happy Creek, thence northerly along the center of Happy Creek to the overpass of the Norfolk Southern Railroad, thence north with the center of the Norfolk Southern Railroad to a crossing in the railroad tracks, thence northeasterly along the center of that Norfolk Southern Railroad track which crosses the Shenandoah River just east of the confluences of the South Fork of the Shenandoah River and the North Fork of the Shenandoah River to the center line of the Shenandoah River, then along the center line of the Shenandoah River and the South Fork of the Shenandoah River to a point northwest from the center line of Kendrick Lane extended, thence southeast along the center line of Kendrick Lane extended and the center line of Kendrick Lane southeast to its intersection with East 6th Street, thence east along the center of East 6th Street to its intersection with North Commerce Avenue, the point of beginning.

(Ord. No. 2-92 Amended 2-24-92-Effective Upon Passage)

(Ord. 6-02 Amended 2-25-02-Effective Upon Passage)

34-5 RIVERTON PRECINCT

The Town of Front Royal Riverton Precinct shall include that portion of the North River Election District, as defined by Section 16-3 of the Warren County, Virginia, Code, located within the corporate limits of the Town of Front Royal, which is not included within the Town of Front Royal - North River Precinct, as defined by Section 16-7C(1) of the Warren County, Virginia, Code, as follows:

Beginning at a point in the center line of the Norfolk Southern Railroad track which crosses the Shenandoah River just east of the confluence of the South Fork of the Shenandoah River and the North Fork of the Shenandoah River, thence westerly along the center line of the Shenandoah River and the South Fork of the Shenandoah River to the confluence of Punch Run and the South Fork of the Shenandoah River, then northwesterly along the center line of Punch Run to the Town limits at the intersection of Punch Run and a power transmission line, then northeasterly along the power transmission line to the center line of the North Fork of the Shenandoah River, then easterly and southeasterly along the center line of the North Fork of the Shenandoah River to a point 545.88 feet west-northwest of the intersection of the center line of U. S. Routes 340/522 and the North Fork of the Shenandoah River, thence with the Town boundary of the Town of Front Royal northerly then northeasterly to the southern right-of-way of Interstate 66 then with the southern right-of-way line of Interstate 66 easterly and southerly to its intersection with the western right-of-way line of U. S. Routes 340/522, thence with the western right-of-way

line of U. S. Routes 340/522, southwesterly and southerly to its intersection with the center line of the North Fork of the Shenandoah River, thence easterly and southeasterly along the center line of the North Fork of the Shenandoah River and the Shenandoah River to the center line of the Norfolk Southern Railroad track which crosses the Shenandoah River being the point of beginning.

(Ord. No. 2-92 Amended 2-24-92-Effective Upon Passage)

(Ord. 6-02 Amended 2-25-02-Effective Upon Passage)

34-6 SHENANDOAH PRECINCT

The Town of Front Royal Shenandoah Precinct shall include all that portion of the Shenandoah Election District, as defined by Section 16-3 of the Warren County, Virginia, Code, located within the corporate limits of the Town of Front Royal, as follows:

Beginning at the point of intersection of the center lines of East 8th Street and North Commerce Avenue, such point being at the point of intersection of the North River Election District and the Shenandoah Election District, thence with the North River Election District as follows: easterly with the center line of East 8th Street to its intersection with Happy Creek, thence northerly with Happy Creek to the overpass of the Norfolk Southern Railroad, thence northerly along the center of the Norfolk Southern Railroad track to a crossing in the railroad tracks, thence north-eastward along the center of that Norfolk Southern Railroad track which crosses the Shenandoah River just east of the confluence of the North and South Forks of the Shenandoah River at a point in the Town boundary of the Town of Front Royal, thence southeasterly and southerly and easterly and northeasterly along the Town boundary to the center line of Shenandoah Shores Road, then south along the center line of Shenandoah Shores Road to a point where the Town boundary departs from Shenandoah Shores Road, then easterly and southerly along the Town boundary to the center line of Happy Creek Road, thence following the center of Happy Creek Road southwestward to its intersection with Polk Avenue, thence southeasterly along the center line of Polk Avenue to its intersection with Braxton Road, thence easterly along the, center of Braxton Road to its intersection with Leach Street thence south along the center of Leach Street to its intersection with Horseshoe Drive, thence along the center of Horseshoe Drive east then south then west to the intersection of Horseshoe Drive and North Easterly Street, thence south along the center of North Easterly Street to its intersection with East Stonewall Drive, thence southwesterly along the center line of East Stonewall Drive to its intersection with South Commerce Avenue, such point being the intersection of the Happy Creek Election District, the Shenandoah Election District, and the South River Election District, thence north along the center of North Commerce Avenue to its intersection with East 8th Street the point of beginning.

(Ord. No. 2-92 Amended 2-24-92-Effective Upon Passage)

(Ord. 6-02 Amended 2-25-02-Effective Upon Passage)

34-7 SOUTH RIVER PRECINCT

The Town of Front Royal South River Precinct shall include all that portion of the South River Election District, as defined by Section 16-3 of the Warren County, Virginia, Code, located within the corporate limits of the Town of Front Royal, as follows:

Beginning at a point in the center of East Main Street at its intersection with Royal Avenue, thence along the center of East Main Street to its intersection South Commerce Avenue, thence south along the center of Commerce Avenue to its intersection with East Stonewall Drive, thence with the Happy Creek Election District as follows: south along the center of Commerce Avenue to its intersection with State Route 55 (John Marshall Highway), thence east along the center of State Route 55 (John Marshall Highway) to its intersection with Biggs Drive thence southerly up the center of Biggs Drive to the terminus of Biggs Drive, thence due south from a point being at the center of the terminus at the paved portion of Biggs Drive extended to its intersection with the Town boundary of the Town of Front Royal, thence with the Town boundary northwesterly then westerly then southwesterly across U. S. Route 522 (Remount Road), then south then southwest then northwest then north along the Town boundary to its intersection with Criser Road thence with the center of Criser Road to the center of South Royal Avenue, thence with the center of South Royal Avenue northeast and north to its intersection with East Main Street, the point of beginning.

(Ord. No. 2-92 Amended 2-24-92-Effective Upon Passage)

(Ord. 6-02 Amended 2-25-02-Effective Upon Passage)

34-8 POLLING PLACES

The polling place for each Town of Front Royal election precinct shall be the same as the polling places enumerated for the corresponding town precincts set forth in Section 16-6 of the Warren County, Virginia, Code.

(Ord. No. 2-92 Amended 2-24-92-Effective Upon Passage)

Chapter 16. ELECTIONS

[HISTORY: Adopted by the Board of Supervisors of Warren County as Ch. 6 of the 1975 Code. Amendments noted where applicable.]

Article I. Districts

§ 16-1. Establishment.

[Amended 8-19-2008] Pursuant to authority contained in Code of Virginia 1950, as amended, §15.2-1211, the election districts of the County are hereby created and established as set forth in this article.

§ 16-2. Enumeration.

The election districts are as follows:

- A. Fork Election District.
- B. Happy Creek Election District.
- C. North River Election District.
- D. Shenandoah Election District.
- E. South River Election District.

§ 16-3. (Reserved)

Editor's Note: Former § 16-3, Boundaries, as amended, was repealed s-10-2011; see now § 16-3.1.

§ 16-3.1. Boundaries.

[Added s-10-2011] *Editor's Note: This ordinance stated that it would take effect s-16-2011.*] The boundaries of the respective election districts are as set forth below:

- A. Fork Election District: Beginning at the point of intersection of Manassas Avenue and 6th Street,

such point being at the point of intersection of the Fork Election District, the North River Election District and the Shenandoah Election District, thence with the Shenandoah Election District and the center line of Manassas Avenue due south to the center of Happy Creek Road, thence west with the center of Happy Creek Road to its intersection with Commerce Avenue, thence south along the center line of Commerce Avenue to its intersection with East Main Street, thence westerly along the center line of East Main Street to its intersection with Royal Avenue, thence with the center of South Royal Avenue and the South River Election District south-southwest to the

intersection of South Royal Avenue and Criser Road,thence with the center of West Criser Road west-northwest to the intersection of Luray Avenue and West Criser Road,thence with the South River Election District and the center line of Luray Avenue and Luray Avenue extended west to the center of the South Fork of the Shenandoah River,thence with the center line of the meanders of the South Fork of the Shenandoah River up said river southwest for a distance of ten miles to the westernmost point of the third western bend of said river,thence around such bend in a southeasterly direction for a distance of approximately one thousand three hundred feet to a point due north of an unnamed run,thence south to the point where said run enters the South Fork of the Shenandoah River and with the center of said run south then west to the point where it is crossed by Panhandle Road (such point being approximately two and one-tenth road miles north from the center of the Route 613 low-water bridge),thence continuing with the center of said run to the point of its beginning which lies within the George Washington National Forest, thence continuing in a northwesterly direction up the slope of the Massanutten Mountain to the intersection of the Shenandoah County line,thence with the Shenandoah County line northeast and then northwest and over the Massanutten Mountain to the center of State Route 55 (Strasburg Road),at its intersection with the Shenandoah County/Warren County line,thence east-southeastward along the center of State Route 55 (Strasburg Road) to the intersection of State Route 55 (Strasburg Road) and the Town of Front Royal boundary,thence southwesterly with the Town of Front Royal boundary to the center of Punch Run,thence downstream with the center of Punch Run to its confluence with the South Fork of the Shenandoah River,thence westerly with the center line of the South Fork of the Shenandoah River to a point in the center line of Kendrick Lane extended,thence southeasterly with the center line of Kendrick Lane extended and then with the center line of Kendrick Lane southeasterly to its intersection with 6th Street,thence with 6th Street easterly to its intersection with Manassas Avenue,the point of beginning.

B. Shenandoah Election District: Beginning at the point of intersection of the center lines of Manassas Avenue and Happy Creek Road,such point being at the point of intersection of the Fork Election District and the Shenandoah Election District,thence northerly with the center line of Manassas Avenue and with the lines of the Fork Election District and the North River Election District to its crossing of the Norfolk and Western Railroad,thence with the North River Election District and with the center line of the Norfolk and Western Railroad in a northern and northeast direction to the Clarke County line,thence with the Clarke County line east to the Fauquier County line,thence with the Fauquier County line southwest to a point where the center line of Freezeland Road crosses the Fauquier County line,such point being approximately one thousand feet southwest of the intersection of Freezeland Road and a subdivision road currently named High Top Road, thence with Freezeland Road and the Happy Creek Election District northeasterly to its intersection with High Top Road,thence with the center line of High Top Road to its intersection with a subdivision road currently known as Crossway Lane,thence westerly with the center line of Crossway Lane,to its intersection with a subdivision road currently known as High Top Road, thence with the center of High Top Road southwesterly to its intersection with a subdivision road currently known as Cappy Road,thence west with the center of Cappy Road approximately three hundred seventy-five feet where it crosses an unnamed stream and drainageway,thence north with the center of the unnamed stream to its confluence with Howellsville Branch,thence westerly with the center of Howellsville Branch to where it is crossed by Howellsville Road,thence southwesterly with the center of Howellsville Road until Howellsville Road connects with Oregon Hollow Road,thence southerly with the center of Oregon Hollow Road to its intersection with Dismal Hollow Road,thence westerly with the center of Dismal Hollow Road to where it is crossed

by Interstate 66,thence northerly with Interstate 66 to where it crosses over Happy Creek Road/Morgan Ford Road,thence westerly with the center of Happy Creek Road to its intersection with Polk Avenue,thence southerly with the center of Polk Avenue to its intersection with Braxton Road,thence easterly with the center line of Braxton Road to its intersection with Leach Street,thence southerly with the center line of Leach Street to its intersection with Horseshoe Drive,thence east,south and west around the curve of Horseshoe Drive and along its center line to its intersection with North Easterly Street,thence south along the center line of North Easterly Street to its intersection with East Stonewall Drive,thence west along the center line of East Stonewall Drive to its intersection with Commerce Avenue,thence north along the center line of Commerce Avenue to its intersection with Happy Creek Road,thence east and north along the center line of Happy Creek Road to its intersection with Manassas Avenue,the point of beginning.

C. Happy Creek Election District: Beginning at a point in the center of Commerce Avenue at its intersection with East Stonewall Drive,thence with the South River Election District south with the center line of Commerce Avenue to its intersection with John Marshall Highway,thence east along the center line of John Marshall Highway to its intersection with ESA Lane,thence south along the center line of ESA Lane and ESA Lane extended to to the center line of Longhill Road extended,thence south and southeasterly along the center line of Longhill Road extended and Longhill Road to its intersection with Rivinus Road,thence southeasterly along the center line of Rivinus Road to its intersection with Intake Road,thence east along the center line of Intake Road and Intake Road extended to the Fauquier County line,thence northerly along the Fauquier County line to a point where the center line of Freezeland Road crosses the Fauquier County line,such point being approximately one thousand feet southwest of the intersection of Freezeland Road and a subdivision road currently named High Top Road,thence with Freezeland Road and the Shenandoah Election District northeasterly to its intersection with High Top Road,thence with the center of High Top Road to its intersection with a subdivision road currently known as Crossway Lane,thence westerly with the center of Crossway Lane,to its intersection with a subdivision road currently known as High Top Road,thence with the center of High Top Road southwesterly to its intersection with a subdivision road currently known as Cappy Road,thence west with the center of Cappy Road approximately three hundred seventy-five feet where it crosses an unnamed stream and drainageway,thence north with the center of the unnamed stream to its confluence with Howellsville Branch,thence westerly with the center of Howellsville Branch to where it is crossed by Howellsville Road,thence southwesterly with the center of Howellsville Road until Howellsville Road connects with Oregon Hollow Road,thence southerly with the center of Oregon Hollow Road to its intersection with Dismal Hollow Road,thence westerly with the center of Dismal Hollow Road to where it is crossed by Interstate 66,thence northerly with Interstate 66 to where it crosses over Happy Creek Road/Morgan Ford,thence westerly with the center of Happy Creek Road to its intersection with Polk Avenue,thence southerly with the center of Polk Avenue to its intersection with Braxton Road,thence easterly with the center line of Braxton Road to its intersection with Leach Street,thence southerly with the center line of Leach Street to its intersection with Horseshoe Drive,thence east,south and west around the curve of Horseshoe Drive and along its center line to its intersection with North Easterly Street,thence south along the center line of North Easterly Street to its intersection with East Stonewall Drive,thence west along the center line of East Stonewall Drive to its intersection with Commerce Avenue,the point of beginning.

D. South River Election District: Beginning at a point in the center of Commerce Avenue at its intersection with East Main Street,thence with the center line of Commerce Avenue to its intersection with John Marshall Highway,thence east along the center line of John Marshall

Highway to its intersection with ESA Lane,thence south along the center line of ESA Lane and ESA Lane extended to to the center line of Longhill Road extended,thence south and southeasterly along the center line of Longhill Road extended and Longhill Road to its intersection with Rivinus Road,thence southeasterly along the center line of Rivinus Road to its intersection with Intake Road,thence east along the center line of Intake Road and Intake Road extended to the Fauquier County line,thence southwesterly with the Fauquier County line and the Rappahannock County line to the intersection of the Page County line into the Rappahannock County line,thence with the Page County line northwest to the Shenandoah County line,thence with the Shenandoah County line northeast to the Fork Election District,thence with the Fork Election District southeast with the center of an unnamed run to the point where it is crossed by Panhandle Road (such point being approximately two and one-tenth road miles north from the center of the Route 613 low-water bridge),thence continuing with the center of said run east then north to the point where it enters the South Fork of the Shenandoah River,thence due north to the center of the South Fork of the Shenandoah River,thence with the Fork Election District down the center of the meanders of the South Fork of the Shenandoah River northeast to the center of Luray Avenue extended,thence easterly along the center line of Luray Avenue extended and Luray Avenue and the Fork Election District to the center of West Criser Road,thence east-southeast with the center of West Criser Road and the Fork Election District to the center of South Royal Avenue,thence with the center of South Royal Avenue and with the Fork Election District north-northwest to the center of East Main Street,thence with the center of East Main Street and the Fork Election District east to the intersection of East Main Street and Commerce Avenue,the point of beginning.

E. North River Election District: Beginning at the point of intersection of the center lines of 6th Street and Manassas Avenue,such point being at the point of intersection of the Fork Election District, the North River Election District and the Shenandoah Election District,thence northerly with the center line of Manassas Avenue to the crossing of the Norfolk and Western Railroad,thence with the Shenandoah Election District and with the center line of the Norfolk and Western Railroad in a northeast direction to the Clarke County line,thence with the Clarke County line west-northwest to the intersection of the Clarke County line into the Frederick County line,thence with the Frederick County line south-southwest to a point near Nineveh,thence with the Frederick County line west to the intersection of the Frederick County line with the Shenandoah County line,thence with the Shenandoah County line to the center line of Strasburg Road,thence east with the center line of Strasburg Road to the overhead electric transmission lines that are the boundary line of the Town of Front Royal,thence southwesterly along the Town of Front Royal boundary line to the center of Punch Run,thence downstream with Punch Run to its confluence with the South Fork of the Shenandoah River,thence westerly with the center line of the South Fork of the Shenandoah River to a point in the center line of Kendrick Lane extended,thence southeasterly with the center line of Kendrick Lane extended,and then with the center line of Kendrick Lane southeasterly to its intersection with Sixth Street,thence with Sixth Street easterly to its intersection with Manassas Avenue,the point of beginning.

§ 16-4. Number of Supervisors to be elected.

One Supervisor shall be elected from each election district created by this article.

Article II. Precincts

[Amended 10-20-1981]

§ 16-5. Establishment.

[Amended 8-19-2008] Pursuant to authority contained in Code of Virginia 1950,as amended, §§24.2-307 and 24.2-310 through 24-2-310.1,the precincts and their respective polling places for the County are hereby created and established as set forth in this article.

§ 16-6. (Reserved)

Editors Note: Former§ 16-6, Enumeration; polling places,as amended,was repealed 5-10-2011; see now § 16-6.1.

§ 16-6.1. Enumeration; polling places.

[Added 5-10-2011 *Editors Note: This ordinance stated that it would take effect 5-16-2011.]* The precincts for each election district and the polling place for each precinct shall be as set forth below:

A. Fork Election District:

Precinct	Polling Place
Town- Fork	Warren County Government Center
Otterburn	Rivermont Volunteer Fire Department

B. Happy Creek Election District:

Precinct	Polling Place
Happy Creek and Town - Happy Creek	Warren County High School
Linden	Linden Volunteer Fire Co.Fire Hall

C. North River Election District:

Precinct	Polling Place
Town - North River	Old Warren County Middle School (15th Street)
Riverton	North Warren Volunteer Fire Department

D. Shenandoah Election District:

Precinct	Polling Place
West Shenandoah and Town- West Shenandoah	Front Royal Volunteer Fire Department
East Shenandoah	Youth Center

E. South River Election District:

Precinct	Polling Place
Bentonville	South Warren Volunteer Fire Department

Precinct**Polling Place**

Browntown

Browntown Baptist Church Fellowship Hall

South River and Town- South River

Skyline High School

F. Central Absentee Precinct. The Central Absentee Voting Precinct, for the purpose of receiving, counting, and recording absentee ballots cast in Warren County for all elections, is established and is to be held at the Warren County Government Center, 220 North Commerce Avenue, Town of Front Royal, County of Warren, Virginia.

§ 16-7. (Reserved)

Editors Note: Former § 16-7, Boundaries, as amended, was repealed 5-10-2011; see now § 16-p.

§ 16-7.1. Boundaries.

[Added 5-10-2011] *Editors Note: This ordinance stated that it would take effect 5-16-2011.]* The boundaries of the respective precincts are as set forth:

A. Fork Election District.

- (1) Town - Fork Precinct: All that portion of the Fork Election District that lies within the corporate limits of the Town of Front Royal.
- (2) Otterburn Precinct: All that portion of the Fork Election District that lies outside the corporate limits of the Town of Front Royal.

B. Happy Creek Election District.

- (1) Happy Creek Precinct: All that portion of the Happy Creek Election District lying within the corporate limits of the Town of Front Royal, together with the following portion of the Happy Creek Election District lying outside of the corporate limits of the Town of Front Royal: Beginning at a point on the Fauquier County line where it is intersected by the Town — Happy Creek Election Precinct line being a line extended southeasterly from the southern terminus of Shenandoah Valley Drive, then with the Fauquier County line generally southwestward to a point where Intake Road extended intersects with the Fauquier County line, thence west along the center of Intake Road extended and Intake Road to its intersection with Rivinus Road, thence northwesterly along the center of Rivinus Road to Longhill Road extended, thence northwesterly along the center of Longhill Road extended and Longhill Road to ESA Lane, thence north along the center of ESA Lane and the eastern boundary of the Town of Front Royal to Happy Creek Road, thence east along the center of Happy Creek Road to the point where Interstate 66 passes over Happy Creek Road, thence south and east along the center of Interstate 66 to Dismal Hollow Road, thence easterly with the center of Dismal Hollow Road to Gore Road, thence southwest along the center of Gore Road to its intersection with John Marshall Highway, thence along the center of John Marshall Highway west to its intersection with Massanutten Mountain Drive, thence along the center of Massanutten Mountain Drive southeast and south then southwest to its intersection with Club House Drive, then south along the center of Club House Drive to its intersection with Skyline View Drive, then south along the center of Skyline View Drive to its intersection with the Short Piece Lane, thence

east-northeast along the center of Short Piece Lane to its intersection with Shenandoah Valley Drive, then south then southeast along the center of Shenandoah Valley Drive and Shenandoah Valley Drive extended to the Fauquier County line, the point of beginning.

For town elections, there shall be an election precinct to be known as the Town of Front Royal - Happy Creek Precinct, which shall consist of that portion of the Happy Creek Election District lying within the corporate limits of the Town of Front Royal.

- (z) Linden Precinct: Beginning at a point on the Fauquier County line where it is intersected by the Town — Happy Creek Election Precinct line being a line extended southeasterly from the southern terminus of Shenandoah Valley Drive, then with the Fauquier County line generally eastward and northward to a point where the center line of Freezeland Road crosses the Fauquier County line, such point being approximately one thousand feet southwest of the intersection of Freezeland Road and a subdivision road currently named High Top Road, thence with the Shenandoah Election District as follows: along the center of Freezeland Road northeasterly to its intersection with High Top Road, thence with the center of High Top Road to its intersection with a subdivision road currently known as Crossway Lane, thence westerly with the center of Crossway Lane to its intersection with a subdivision road currently known as Cappy Road, thence west with the center of Cappy Road approximately three hundred seventy-five feet where it crosses an unnamed stream and drainageway, thence north with the center of the unnamed stream to its confluence with Howellsville Branch, thence westerly with the center of Howellsville Branch to where it is crossed by Howellsville Road thence southwesterly with the center of Howellsville Road until Howellsville Road connects with Oregon Hollow Road, thence southerly with the center of Oregon Hollow Road to its intersection with Dismal Hollow Road, thence along the Town — Happy Creek Election Precinct line as follows: along the center line of Dismal Hollow Road south and then east-southeast to its intersection with Gore Road, thence southwest along the center of Gore Road to its intersection with John Marshall Highway, thence along the center of John Marshall Highway west to its intersection with Massanutten Mountain Drive, thence along the center of Massanutten Mountain Drive southeast and south then southwest to its intersection with Club House Drive, then south along the center of Club House Drive to its intersection with Skyline View Drive, then south along the center of Skyline View Drive to its intersection with the Short Piece Lane, thence east-northeast along the center of Short Piece Lane to its intersection with Shenandoah Valley Drive, then south then southeast along the center of Shenandoah Valley Drive and Shenandoah Valley Drive extended to the Fauquier County line, the point of beginning.

C. North River Election District.

- (1) Town - North River Precinct: All that portion of the North River Election District that lies within the boundary of the Town of Front Royal.
- (z) Riverton Precinct: All that portion of the North River Election District that lies outside the boundary of the Town of Front Royal.

D. Shenandoah Election District.

- (1) West Shenandoah Precinct: All that portion of the Shenandoah Election District lying within the corporate limits of the Town of Front Royal, together with all that portion of the Shenandoah Election District lying outside of the corporate limits of the Town of Front Royal which is west

of the Shenandoah River.

For Town elections, there shall be an election precinct to be known as the Town — West Shenandoah Precinct, which shall consist of that portion of the Shenandoah Election District lying within the corporate limits of the Town of Front Royal.

- (2) East Shenandoah Precinct: All that portion of the Shenandoah Election District lying outside the corporate limits of the Town of Front Royal which is east of the Shenandoah River.

E. South River Election District:

- (1) Bentonville Precinct: Beginning at a point on the South Fork of the Shenandoah River at its intersection with Gooney Creek, thence with the meanders of the Shenandoah River westerly for a distance of three and six-tenths miles to the westernmost point of the first western bend of said river, thence around such bend in a southeasterly direction for a distance of approximately one thousand three hundred feet to a point due north of an unnamed run, thence south to the point where said run enters the South Fork of the Shenandoah River and with the center of said run and the Fork Election District south then west to the point where it is crossed by Panhandle Road (such point being approximately two and one-tenth road miles north from the center of the Route 613 low-water bridge), thence continuing with the center of said run to the point of its beginning which lies within the George Washington National Forest, thence continuing in a northwesterly direction up the slope of the Massanutten Mountain to the intersection of the Shenandoah County line, thence with the Shenandoah County line southwest to the point of intersection of the Page County- Warren County boundary line with the Shenandoah County- Warren County boundary line, thence southeasterly with the Page County line to its intersection with Mathews Arm Road, thence northerly with Mathews Arm Road to its intersection with Gimlet Ridge Trail, thence northerly with Gimlet Ridge Trail to the boundary of Shenandoah National Park, thence northerly along an unnamed trail to a point on Bentonville Road approximately 2,000 feet east of its intersection with Jennings Lane, thence easterly on Bentonville Road to its intersection with William Vincent Road, thence northerly with William Vincent Road to its intersection with Buck Mountain Road, thence westerly, then northerly along Buck Mountain Road approximately 4,000 feet to its intersection with Forest Court, thence northerly with Forest Court to its end and then continuing with an unnamed trail to Gooney Creek, thence along Gooney Creek to the South Fork of the Shenandoah River and the place of beginning.
- (2) Browntown Precinct: Beginning at a point on Stonewall Jackson Highway (U.S. Route 340) where it crosses over Gooney Creek, a corner to the Bentonville Precinct, thence north along the center line of Stonewall Jackson Highway (U.S. Route 340) to where it crosses Dry Run, thence with Dry Run to a point on Skyline Drive, thence with the line of Skyline Drive in a southerly direction to the Rappahannock County line, thence with the Rappahannock County line southwesterly to the intersection of the Page County line and Rappahannock County line, thence northerly along the Page County line to its intersection with Mathews Arm Road, thence northerly with Mathews Arm Road to its intersection with Gimlet Ridge Trail, thence northerly with Gimlet Ridge Trail to the boundary of Shenandoah National Park, thence northerly along an unnamed trail to a point on Bentonville Road approximately 2,000 feet east of its intersection with Jennings Lane, thence easterly on Bentonville Road to its intersection with William Vincent Road, thence northerly with William Vincent Road to its intersection with Buck Mountain Road, thence westerly, then northerly along Buck Mountain approximately

4,000 feet to its intersection with Forest Court,thence northerly with Forest Court to its end and then continuing with an unnamed trail to Gooney Creek,thence along Gooney Creek to where it crosses Stonewall Jackson Highway (U.S. Route 340),the place of beginning.

- (3) South River Precinct: Beginning at a point in the center of Commerce Avenue at its intersection with East Main Street,thence with the center line of Commerce Avenue to its intersection with John Marshall Highway,thence east along the center line of John Marshall Highway to its intersection with ESA Lane,thence south along the center line of ESA Lane and ESA Lane extended to the center line of Longhill Road extended,thence south and southeasterly along the center line of Longhill Road extended and Longhill Road to its intersection with Rivinus Road,thence southeasterly along the center line of Rivinus Road to its intersection with Intake Road,thence east along the center line of Intake Road and Intake Road extended to the Fauquier County line,thence southwesterly with the Fauquier County line and the Rappahannock County line southwest to its intersection with Skyline Drive,thence northwards along the centerline of Skyline Drive to Dry Run,thence northeasterly downstream along Dry Run to where it crosses under Stonewall Jackson Highway (U.S. Route 340),thence south along the center of Stonewall Jackson Highway (U.S.Route 340) to where it crosses over Gooney Creek,thence west along the center of Gooney Creek to the center of the South Fork of the South Fork of the Shenandoah River,thence down the center of the meanders of the South Fork of the Shenandoah River northeast to the center of Luray Avenue extended,thence easterly along the center line of Luray Avenue extended and Luray Avenue and the Fork Election District to the center of West Criser Road,thence east-southeast with the center of West Criser Road and the Fork Election District to the center of South Royal Avenue,thence with the center of South Royal Avenue and with the Fork Election District north-northwest to the center of East Main Street,thence with the center of East Main Street and the Fork Election District east to the intersection of East Main Street and Commerce Avenue,the point of beginning.

For Town elections, there shall be an election precinct to be known as the Town -South River Precinct, which shall consist of that portion of the South River Election District lying within the corporate limits of the Town of Front Royal.



Town of Front Royal, Virginia
Work Session Agenda Form

Date: May 5, 2014

Agenda Item: BRAC Electric Donation Request

Summary: The Blue Ridge Arts Council has requested that the Town consider a donation of \$225.00 towards the electric fee required for their ten Gazebo Gathering Concert events. Council had not approved a similar request last year.

Council Discussion: Council is requested to consider the request for donation.

Staff Evaluation: Funding for the requested donation is not included in either the FY13-14 or the proposed FY14-15 Budget.

Budget/Funding: Funding for the requested donation is not included in either the FY13-14 or the proposed FY14-15 Budget. The Finance Director will be available to address fiscal issues.

Legal Evaluation: The Town Attorney will be available to address legal issues.

Staff Recommendations: Staff recommends that Council consider the request for a donation of \$225.00 from BRAC.

Town Manager Recommendation: The Town Manager recommends that Council consider the request for a donation of \$225.00 from BRAC.

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action
Consensus Poll on Action: ____ (Aye) ____ (Nay)



Blue Ridge Arts Council, Inc

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

VIA E-Mail

April 24, 2014

Mr. Steve Burke, Town Manager
Town of Front Royal
104 E Main Street
Front Royal, Virginia 22630

Dear Steve,

On behalf of the Board of Directors of the Blue Ridge Arts Council, I am submitting the Special Events Application for the 2014 Gazebo Gatherings Concert Series (9 concerts in total), which will run every Friday, June 20-August 22 (with the exception of July 4), at the Gazebo in the Village Commons.

We are excited to bring this very popular series back to our residents and tourists alike, and wish to thank the Town of Front Royal for their support and funding of this program for the past 25 seasons. We are requesting a waiver of the new fee, Electric Service \$25/per day, payable to the Town of Front Royal. This would be an additional expense of \$225 for our series. We have already committed \$3500 in performer fees alone for the season, and have not started to expense for printing, advertising and management of the series. We have always viewed this concert series as a great partnership with the Town and as a real win-win for all parties. We were granted the waiver for the 2012 Concert Season. We requested the same for the 2013 Concert Season, and paid the fee awaiting a decision from council (the item was tabled). We hope that you can look favorably upon this request this year.

If you have any questions or concerns, please feel free to contact me at 540.635.9909.

Very Truly Yours,


Kym Grupp
Executive Director



Concert Time 7 pm—No Admission Charge
Town Commons, Main & Chester Streets, Front Royal, Virginia
 Concert weather updates can be found on Facebook @ www.facebook.com/BlueRidgeArts
 Concert series presented by Blue Ridge Arts Council, 305 East Main Street, 540.635.9909 or www.blueridgearts.org

June 20—American Legion Community Band
A songbook of an evening—Big Bands to Broadway; Marches to Modern

June 27—Vinyl Tracks
Old friends, new name—masterful mix of 60s, 70s and 80s music (formerly Glass Onion, The 8 Tracks)

July 11—Intrepid Jazz
Contemporary, yet timeless acoustical jazz

July 18—Troy and Paula Haag
Great song writing, mighty fine acoustic picking, and close, tight harmony singing

July 25—Fiery Run
Harmony-driven, folk rock transforming well loved songs of today and yesterday

August 1—Sweet T (Con Burch and Mark T)
Eclectic, acoustic duo—refreshingly different

August 8—Rich Follett
Feel good folk

August 15—The Moonlighters
Traditional American music—swing, jazz, blues and oldies

August 22—Vinyl Tracks
Encore—all Beatles Tribute Show

Gazebo Gatherings Summer Concert Series presented by Blue Ridge Arts Council, and sponsored in partnership with the County of Warren, the Town of Front Royal, and the Virginia Commission for the Arts





Town of Front Royal, Virginia
Work Session Agenda Form

Date: May 5, 2014

Agenda Item: WWTP - WQIF Grant Award

Summary: The Town has been notified by DEQ that the Town has qualified for a Water Quality Improvement Fund grant for the construction of the improvements at the WWTP in the amount of \$11,869,387. The grant is for sixty percent (60%) of the eligible improvements proposed at the WWTP to improve water quality discharge to the Shenandoah River through the reduction of nitrogen and phosphorus. The Town is to complete two copies of the Agreement to accept the grant.

Council Discussion: Council is requested to discuss the grant opportunity for the WWTP

Staff Evaluation: The grant is contingent upon the Town achieving the nitrogen and phosphorus reduction anticipated with the designed improvements. The Town will be responsible for monitoring the performance of the improvements and reporting the results to DEQ. The Town will also be required to include excess treatment capacity in the Nutrient Credit Exchange Program.

Budget/Funding: Funding from the grant will be included in the update to our Rate Study proposed in the FY14-15 Budget. The Finance Director will be available to address fiscal issues.

Legal Evaluation: The Town Attorney will be available to address legal issues.

Staff Recommendations: Staff recommends that Council authorize the Town Manager to execute all document and agreements necessary to secure the WQIF Grant for the WWTP.

Town Manager Recommendation: The Town Manager recommends that Council authorize the Town Manager to execute all document and agreements necessary to secure the WQIF Grant for the WWTP.

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action
Consensus Poll on Action: ____ (Aye) ____ (Nay)

**VIRGINIA WATER QUALITY IMPROVEMENT FUND
POINT SOURCE GRANT AND
OPERATION AND MAINTENANCE AGREEMENT
Contract #440-S-14-08**

THIS AGREEMENT is made as of this th day of , 2014, by and between the Director of the Virginia Department of Environmental Quality in his official capacity, or his designee (the "Director"), and the Town of Front Royal (the "Grantee").

Pursuant to the Virginia Water Quality Improvement Act of 1997, Chapter 21.1, Title 10.1 of the Code of Virginia (1950), as amended (the "Act"), the General Assembly created the Virginia Water Quality Improvement Fund (the "Fund"). The Director, in coordination with the Director of the Department of Conservation and Recreation, is authorized by the Act to make Water Quality Improvement grants related to point source pollution control, in accordance with guidelines established pursuant to Section 10.1-2129 of the Code, and enter into agreements with grantees under the Act which shall, in accordance with Sections 10.1-2130 and 10.1-2131, provide for the payment of the total amount of the grant and require proper long-term operation, monitoring and maintenance of funded projects.

The Grantee has been approved by the Director to receive a Grant from the Fund subject to the terms and conditions herein to finance sixty percent (60%) of the cost of the Eligible Project, which consists of the design and installation of Nutrient Removal Technology as described herein. The Grantee will use the Grant to finance that portion of the Eligible Project Costs not being paid for from other sources as set forth in the Total Project Budget in Exhibit B to this Agreement. Such other sources may include, but are not limited to, the Virginia Water Facilities Revolving Fund, Chapter 22, Title 62.1 of the Code of Virginia (1950), as amended.

As required by the Act, this Agreement provides for payment of the Grant, design and construction of the Project, and proper long-term operation, monitoring, and maintenance of the Project. This Agreement is supplemental to the State Water Control Law, Chapter 3.1, Title 62.1 of the Code of Virginia (1950), as amended, and it does not limit in any way the other water quality restoration, protection and enhancement, or enforcement authority of the Director, the State Water Control Board (the "Board") or the Department of Environmental Quality (the "Department").

**ARTICLE I
DEFINITIONS**

1. The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise and any capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Act:

(a) "Agreement" means this Virginia Water Quality Improvement Fund Point Source Grant and Operation and Maintenance Agreement between the Director and the Grantee, together with any amendments or supplements hereto.

(b) "Authorized Representative" means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

(c) "Eligible Project" means the particular Nutrient Removal Technology described in Exhibit A to this Agreement to be designed and constructed by the Grantee with, among other monies, the Grant, with such changes thereto as may be approved in writing by the Director and the Grantee.

(d) "Eligible Project Costs" means costs of the individual items comprising the Eligible Project as permitted by the Act with such changes thereto as may be approved in writing by the Director and the Grantee.

(e) "Extraordinary Conditions" means unforeseeable or exceptional conditions resulting from causes beyond the reasonable control of the Grantee such as, but not limited to fires, strikes, acts of God, and acts of third parties that singly or in combination cause material breach of this Agreement.

(f) "Facility" means all plants, systems, unit processes, equipment or property related to the Project, and owned, operated, or maintained by the Grantee and used in connection with the treatment of wastewater.

(g) "Grant" means the particular grant described in Section 4.0 of this Agreement, with such changes thereto as may be approved in writing by the Director and the Grantee.

(h) "Monetary Assessment" means a contractual or stipulated penalty as described in Section 10.1-2130 of the Code.

(i) "Nutrient Removal Technology" means state-of-the-art nutrient removal technology, biological nutrient removal technology, or other nutrient removal technology, as further described in Section 10.1-2117 of the Code.

(j) "Preliminary Engineering Proposal" means the engineering report and preliminary plans for the Project as described in 9 VAC 25-790-110, as modified by the final engineering design approved by the Department.

(k) "Total Eligible Project Budget" means the sum of the Eligible Project Costs as set forth in Exhibit B to this Agreement, with such changes thereto as may be approved in writing by the Director and the Grantee.

(l) "Total Project Budget" means the sum of the Eligible Project Costs and any ineligible costs that are solely the responsibility of the Grantee, as set forth in Exhibit B to this Agreement, with such changes thereto as may be approved in writing by the Director and the Grantee.

(m) "Project Engineer" means the Grantee's engineer who must be a licensed professional engineer registered to do business in Virginia and designated by the Grantee as the Grantee's engineer for the Project in a written notice to the Department.

(n) "Project Schedule" means the schedule for the Project as set forth in Exhibit C to this Agreement, with such changes thereto as may be approved in writing by the Director and the Grantee.

ARTICLE II

SCOPE OF PROJECT

2. The Grantee will cause the Project to be designed, constructed and placed in operation as described in Exhibit A to this Agreement to meet effluent concentration limitations of 3.0 mg/l for total nitrogen, and 0.22 mg/l for total phosphorus, both on an annual average basis.

ARTICLE III

SCHEDULE

3. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation in accordance with the Project Schedule in Exhibit C to this Agreement.

ARTICLE IV COMPENSATION

4.0. Grant Amount. The total grant award from the Fund under this Agreement is \$11,869,387 and represents the Commonwealth's sixty percent (60%) share of the Total Eligible Project Budget. Any material changes made to the Eligible Project after execution of this Agreement, which alters the Total Eligible Project Budget, will be submitted to the Department for review of grant eligibility. The amount of the grant award set forth herein may be modified from time to time by agreement of the parties to reflect changes to the Eligible Project or the Total Eligible Project Budget.

4.1. Payment of Grant. Payment of the Grant is subject to the availability of monies in the Fund allocated to point source pollution control and Section 4.4 herein. Disbursement of the Grant will be in accordance with the payment provisions set forth in Section 4.2 herein and the eligibility determinations made in the Total Project Budget (Exhibit B).

4.2. Disbursement of Grant Funds. The Department will disburse the Grant to the Grantee not more frequently than once each calendar month upon receipt by the Department of the following:

(a) A requisition for approval by the Department, signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence that costs in the Total Project Budget, including the applicable local share for the portion of the project covered by such requisition, have been incurred or expended and all other information called for by, and otherwise being in the form of, Exhibit D to this Agreement.

(b) If any requisition includes an item for payment for labor or to contractors, builders or material men, a certificate, signed by the Project Engineer, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Eligible Project.

Upon receipt of each such requisition and accompanying certificate(s) and schedule(s), the Director shall request the Comptroller to issue a warrant directing the State Treasurer to disburse the Grant to the Grantee in accordance with such requisition to the extent approved by the Department.

Except as may otherwise be approved by the Department, disbursements shall be held at ninety-five percent (95%) of the total grant amount to ensure satisfactory completion of the Eligible Project. Upon receipt from the Grantee of the certificate specified in Section 4.5 and a final requisition detailing all retainage to which the Grantee is then entitled, the Director, subject to the provisions of this section and Section 4.3 herein, shall request the Comptroller to issue a warrant directing the State Treasurer to disburse to the Grantee the final payment from the Grant.

4.3. Application of Grant Funds. The Grantee agrees to apply the Grant solely and exclusively to the reimbursement of Eligible Project Costs.

4.4. Availability of Funds. The Director and Grantee recognize that the availability of monies in the Fund allocated to point source pollution control is subject to appropriation by the General Assembly and allocations made by the Secretary of Natural Resources, and that at times there may not be sufficient monies in the Fund to permit prompt disbursement of grant funds due and owing the Grantee pursuant to this Agreement. To minimize the potential for such disruption in disbursements of grant funds and in satisfaction of its obligations under the Act, the Department covenants and agrees to (1) manage the allocation of grants from the Fund to ensure full funding of executed grant agreements, (2) forecast the estimated disbursements from the Fund in satisfaction of approved grants and make this forecast publicly available each year for use in the Commonwealth's budgetary process, and (3) promptly disburse to the Grantee any grant funds due and owing the Grantee pursuant to this Agreement when sufficient monies are available in the Fund to make such disbursements. The Department may determine that monies are not sufficient to promptly disburse grant funds when there are competing grant requests. To assist the Department in forecasting estimated disbursements, prior to

September 30 of each year the Grantee will provide the Department with a written estimate of its projected expenditures on the Project during the next fiscal year using the same line item cost categories in the Project Budget.

4.5. Agreement to Complete Project. The Grantee agrees to cause the Project to be designed and constructed, as described in Exhibit A to this Agreement, and in accordance with (i) the schedule in Exhibit C to this Agreement and (ii) plans and specifications prepared by the Project Engineer and approved by the Department.

4.6 Notice of Substantial Completion. When the Project has been completed, the Grantee shall promptly deliver to the Department a certificate signed by the Authorized Representative and by the Project Engineer stating (i) that the Project has been completed substantially in accordance with the approved plans and specifications and addenda thereto, and in substantial compliance with all material applicable laws, ordinances, rules, and regulations; (ii) the date of such completion; (iii) that all certificates of occupancy and operation necessary for start-up for the Project have been issued or obtained; and (iv) the amount, if any, to be released for payment of the final Project Costs.

ARTICLE V **PERFORMANCE**

5.0 The Grantee's Facility shall meet a total nitrogen effluent concentration limitation of 3.0 mg/l, and a total phosphorus effluent concentration limitation of 0.22 mg/l, both on an annual average basis, except as provided in paragraph 5.1 and Article VIII of this Agreement

5.1 If, pursuant to Section 10.1-1187.6 of the Code, the State Water Control Board approves an alternative compliance method to technology-based concentration limitations in Virginia Pollutant Discharge Elimination System permits, the concentration limitations in Section 5.0 above shall be suspended subject to the terms of such approval. The terms of approval shall include requirements for operation of the installed Nutrient Removal Technology at the treatment levels for which it was designed.

ARTICLE VI **OPERATION AND MAINTENANCE**

6.0 No later than ninety (90) days after issuance of a Certificate to Operate for the Project, the Grantee shall submit to the Department, for review and approval, an operation and maintenance manual for the Project. As required by the Grantee's VPDES permit, the Facility shall be operated and maintained in a manner consistent with the operation and maintenance manual as approved by the Department.

ARTICLE VII **MONITORING AND REPORTING**

7.0. Monitoring. The Grantee shall monitor compliance with the numerical concentrations in Article V of this Agreement. Monitoring will be conducted at the final effluent from the facility and immediately prior to discharge. Sampling frequency and type shall be in accordance with VPDES permit requirements. In the absence of total phosphorus VPDES permit monitoring requirements, monitoring shall consist of a sample type and collection frequency as specified in the Chesapeake Bay General Watershed Permit Regulation (9 VAC 25-820-70.Part 1.E.). Each sample will be analyzed for total phosphorus using EPA-approved test methods and reported to the Department.

7.1. Reporting. Beginning with the Project's first full calendar year of operation and each year thereafter, the Grantee will calculate the annual average concentration for total phosphorus for the calendar year just ended by dividing the sum of the monthly average concentrations by twelve, and submit the results to the Department using the form attached as Exhibit E to this Agreement on or before February 1 of each year. Data excluded from the average based on the occurrence of

extraordinary conditions will be identified in the report.

ARTICLE VIII **MATERIAL BREACH**

8.0. Material Breach. Any failure or omission by the Grantee to perform its obligations under this Agreement, unless excused by the Department, is a material breach.

8.1. Notice of Material Breach. If at any time the Grantee determines that it is unable to perform its obligations under this Agreement, the Grantee shall promptly provide written notification to the Department. This notification shall include a statement of the reasons it is unable to perform, any actions to be taken to secure future performance and an estimate of the time necessary to do so.

8.2. Monetary Assessments for Breach. In no event shall total Monetary Assessments pursuant to this Agreement exceed (i) \$951,900 annually or (ii) \$19,038,000 during the life of this Agreement. Monetary Assessments will be paid into the State Treasury and credited to the Fund. The Director's right to collect Monetary Assessments does not affect in any way the Director's right to secure specific performance of this Agreement using such other legal remedies as may otherwise be available. Within 90 days of receipt of written demand from the Director, the Grantee shall pay the following Monetary Assessments for the corresponding material breaches of this Agreement unless the Grantee asserts a defense pursuant to the requirements of Section 8.3 herein.

(a) Beginning with the Project's first full calendar year of operation following issuance of a Certificate to Operate for the Project, for exceedance of one or both of the numerical concentration limitations applicable under Article V of this Agreement, except where the exceedance is no greater than 0.8 mg/L for total nitrogen or no more than 10%, whichever is greater, or no greater than 0.1 mg/L for total phosphorus or no more than 10%, whichever is greater, an assessment calculated as follows:

(i) For noncompliance with the total nitrogen effluent limitation in Article V, an assessment calculated using the formula in Exhibit F to this Agreement for each one-tenth of a milligram per liter of total nitrogen in excess of the limitation in Article V.

(ii) For noncompliance with the total phosphorus effluent limitation in Article V, an assessment calculated using the formula in Exhibit F to this Agreement for each one-tenth of a milligram per liter of total phosphorus in excess of the limitation in Article V.

(b) For noncompliance with any deadline in Exhibit C to this Agreement, Article VII of this Agreement, or the failure to submit the operations and maintenance manual in accordance with Article VI of this Agreement, an assessment in the amount of \$500 per day for the first 10 days of noncompliance, and \$1,000 for each day of noncompliance thereafter. Noncompliance with interim deadlines shall be excused where the Grantee complies with the final deadline in Exhibit C to this Agreement.

(c) For noncompliance with the obligation to operate and maintain the Project in a manner consistent with the manual pursuant to Article VI of this Agreement, an assessment in the amount of \$1,000 for each day of noncompliance.

8.3 Extraordinary Conditions.

(a) The Grantee may assert and it shall be a defense to any action by the Director to collect a Monetary Assessment or otherwise secure performance of this Agreement that the alleged non-performance was due to Extraordinary Conditions, provided that the Grantee:

(1) takes reasonable measures to effect a cure or to minimize any non-performance with the Agreement, and

(2) provides written notification to the Department of the occurrence of Extraordinary Conditions, together with an explanation of the events or circumstances contributing to such Extraordinary Conditions, no later than 5 days after the discovery of the Extraordinary Conditions and the resulting impacts on performance.

(b) If the Department disagrees that the events or circumstances described by the Grantee constitute Extraordinary Conditions, the Department must provide the Grantee with a written objection within sixty (60) days of Grantee's notice under paragraph 8.3(a)(2), together with an explanation of the basis for its objection.

8.4 Resolution and Remedy. If no resolution is reached by the parties, the Director or Department may immediately pursue any remedy available at law or equity. In any such action, the Grantee shall have the burden of proving that the alleged noncompliance was due to Extraordinary Conditions. In addition to any other remedy that may be available to the Director or the Department, the Director or Department may bring an action in the Circuit Court of the City of Richmond to enforce this Agreement by injunction or mandamus or stipulated penalties or to recover part or all of the grant funds. No such remedy of the Director or Department shall be deemed to be exclusive or to estop any other such remedy or the bringing of an action to enforce this Agreement. The Grantee agrees to venue to any such action in the Circuit Court of the City of Richmond, either north or south of the James River in the option of the Director. The Grantee further agrees that, in light of the public purpose of nutrient removal, any failure of the Grantee to perform its duties under this Agreement and any failure of the Project to meet the requirements of this Agreement or the requirements of any permit that may be issued by the Board regarding the Project constitutes irreparable harm to the Commonwealth for which the Director or Department lacks an adequate remedy at law.

ARTICLE IX GENERAL PROVISIONS

9.0. Effect of the Agreement on Virginia Pollutant Discharge Elimination System (VPDES) Permit. This Agreement shall not be deemed to relieve the Grantee of its obligations to comply with the terms of its VPDES permit issued by the Board.

9.1. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the covenants contained herein.

9.2. Non-Waiver. No waiver by the Director of any one or more defaults by the Grantee in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults of whatever character.

9.3. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Director. No alteration, amendment or modification of the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto. The Department and the Grantee shall confer within six months after each reissuance of the Grantee's VPDES permit for the purpose of determining whether this Agreement should be modified or terminated. This Agreement may be modified by agreement of the parties for any purpose, provided that any significant modification to this Agreement must be preceded by public notice of such modification.

9.4. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements which are made a part of this Agreement by reference, the provisions of this Agreement shall control.

9.5. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin or other non-job related factors. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

9.6. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interest Act as it may apply to this Agreement.

9.7. Applicable Laws. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia. The Grantee further agrees to comply with all laws and regulations applicable to the Grantee's performance of its obligations pursuant to this Agreement.

9.8. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for three (3) years after final payment. The Department, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period. Additionally, the Department and/or its representatives will have the right to access work sites during normal business hours, after reasonable notice to the Grantee, for the purpose of ensuring that the provisions of this Agreement are properly carried out.

9.9. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

9.10. Notices. All notices given hereunder shall be in writing and shall be sent by United States certified mail, return receipt requested, postage prepaid, and shall be deemed to have been received at the earliest of: (a) the date of actual receipt of such notice by the addressee, (b) the date of the actual delivery of the notice to the address of the addressee set forth below, or (c) five (5) days after the sender deposits it in the mail properly addressed. All notices required or permitted to be served upon either party hereunder shall be directed to:

Department: Virginia Department of Environmental Quality
Chesapeake Bay Program
P.O. Box 1105
Richmond, VA 23218
Attn: WQIF Program Manager

Grantee: Town of Front Royal
102 E. Main Street
Front Royal, VA 22630
Attn: Town Manager

9.11. Successors and Assigns Bound. This Agreement shall extend to and be binding upon the parties hereto, and their respective legal representatives, successors and assigns.

9.12. Exhibits. All exhibits to this Agreement are incorporated herein by reference.

9.13. Termination. This Agreement shall terminate 20 years after the Agreement is executed by both parties or by an earlier date by agreement of the parties; provided, however, that except for termination for cause due to Material Breach, the Director's obligation under Section 4.1 herein to pay the Grant amount shall survive termination if such amount has not been paid in full as of the termination date.

**ARTICLE X
COUNTERPARTS**

10. This Agreement may be executed in any number of Counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

**ARTICLE XI
NUTRIENT CREDITS TO BE MADE AVAILABLE FOR EXCHANGE**

11. To aid in implementing the Nutrient Credit Exchange Program, the Grantee shall make all Point Source Nitrogen and Phosphorus Credits generated in a calendar year available for nutrient allocation compliance. "Point Source Nitrogen Credit" and "Point Source Phosphorus Credit" shall have the meaning as defined in Virginia Code §62.1-44.19:13. The amount of Credits and facilities authorized to generate Credits shall be governed by the Watershed General Permit Regulation for Total Nitrogen and Total Phosphorus Discharges and Nutrient Trading (9 VAC 25-820). The Department shall control Credits not otherwise used by the Grantee for waste load allocations or compliance purposes and will make such Credits reasonably available to other dischargers for nutrient allocation compliance through the Water Quality Improvement Fund. For purposes of this Agreement, "used by the Grantee" shall include any use whereby the Credits are applied to any compliance obligation of the Grantee, included within an individual compliance plan or basin-level compliance plan of the Virginia Nutrient Credit Exchange Association, or traded to and used by the owner or operator of another facility for nutrient allocation compliance.

WITNESS the following signatures, all duly authorized.

DIRECTOR OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY

By: _____

Date: _____

GRANTEE'S AUTHORIZED REPRESENTATIVE

By: _____

Date: _____

EXHIBIT A
PROJECT DESCRIPTION

Grantee: Town of Front Royal

Grant: #440-S-14-08

The Front Royal Wastewater Treatment Plant (WWTP) is a 4.0 million gallon per day (mgd) municipal wastewater treatment plant that currently treats an average flow of 3.25 mgd to typical secondary effluent limits for biological oxygen demand (BOD) and total suspended solids (TSS). Effluent from the facility is discharged to the Shenandoah River.

The Virginia DEQ (VADEQ) has developed a waste load allocation for the Front Royal WWTP, limiting the amount of nitrogen and phosphorus that the plant can discharge annually. These limits are 48,729 lbs/year total nitrogen (TN) and 3,655 lbs/yr total phosphorus (TP) and will go into effect when the VADEQ issues the Certificate to Operate (CTO). The Front Royal WWTP will be required to undergo a plant upgrade in order to comply with this waste load allocation. At the plant expansion capacity of 5.3 mgd, the resulting effluent annual average TN and TP concentration limits will be 3.0 mg/L and 0.22 mg/L, respectively, in order to meet the annual waste load allocation.

Three alternatives were considered for the Front Royal WWTP ENR Upgrade and Expansion. A Four-stage Bardenpho process enhanced with magnetite ballasted settling and followed by secondary clarifiers was selected. This technology which uses magnetite to increase the specific gravity of biological floc. This process allows for higher concentrations of mixed liquor in the aeration tanks (allowing a four-stage process to fit within the same tankage as a conventional MLE) and higher loading rates to the clarifiers (reducing the clarifier surface area required). This process can achieve low levels of effluent TP without downstream filtration.

The following list of improvements is based on the Preliminary Engineering Report (PER):

- New Headworks Building Including Fine Screening – not grant eligible
- New Grit Removal System – not grant eligible
- New Primary Clarifier – partially grant eligible
- Existing Primary Clarifier Improvements – not grant eligible
- New Reactor Flow Distribution Box – partially grant eligible
- Existing Reactor Tank Improvements – partially grant eligible
- New Post Anoxic and Reaeration Reactors – partially grant eligible
- New Process Equipment Building – partially grant eligible
- Parallel Final Clarifier Flow Distribution Box – partially grant eligible
- Existing Final Clarifier Improvements – not grant eligible
- New Final Clarifiers and Return Activated Sludge (RAS) Pumping Station – partially grant eligible
- New UV Structure – not grant eligible
- Chemical Feed Facilities for Alum, Caustic Soda, and Supplemental Carbon – grant eligible
- New Sludge Cake Storage Building – partially grant eligible
- Conversion of Existing Digesters to Auto-Thermal Aerobic Digesters (ATAD) – partially grant eligible
- Second Dewatering Fan Press (to be installed by the Town, not included in primary contract) partially grant eligible

EXHIBIT B

TOTAL PROJECT BUDGET

Grantee: Town of Front Royal
Grant: #440-S-14-08

The following budget reflects the "engineer's estimated" costs associated with eligible project components.

PROJECT COMPONENT	PROJECT COSTS	% ELIGIBLE	ELIGIBLE PROJECT COSTS	NOTES*
Influent Pumping Station Mods, Headworks/Screening, Grit Removal	\$3,590,000	0.00%	\$0	1
UV System, Plant Water, Post Aeration, Control Building Mods, Septage Receiving	\$5,260,000	0.00%	\$0	1
Flow EQ Distribution Box	\$160,000	50.00%	\$80,000	2
Process Building	\$2,480,000	80.00%	\$1,984,000	2
Reactors and Reactor Equipment	\$5,120,000	55.00%	\$2,816,000	2
Bio Mag Reactor Equipment	\$5,060,000	100.00%	\$5,060,000	2
New Primary Clarifiers & Pump Station	\$1,730,000	20.00%	\$346,000	2
Primary Clarifier Modifications	\$400,000	0.00%	\$0	1
63' Final Clarifiers, Dist Box, BioMag Mods	\$2,020,000	50.00%	\$1,010,000	3
Existing Final Clarifier Modifications (non BioMag)	\$386,000	0.00%	\$0	1
Return Sludge Pumping Station	\$670,000	50.00%	\$335,000	3
Solids Handling Building Mods, Dewatering Fan Press, ATAD Digestion Process, New Cake Storage Building	\$9,030,000	15.00%	\$1,354,500	4
Alum/Caustic/Methanol Feed Systems	\$964,000	100.00%	\$964,000	2
CONSTRUCTION SUBTOTAL	\$36,870,000		\$13,949,500	
Yard Piping	\$2,700,000	37.83%	\$1,021,410	5
Site Work	\$2,080,000	37.83%	\$786,864	5
Electrical	\$6,553,000	37.83%	\$2,479,000	5
TOTAL CONSTRUCTION COSTS	\$48,203,000	37.83%	\$18,236,774	
Design Engineering	\$2,636,000	37.83%	\$997,199	5
Construction Administration	\$3,760,000	37.83%	\$1,422,408	5
Contingency (10% of Construction)	\$4,820,300	37.83%	\$1,823,519	5
TOTAL PROJECT COSTS	\$59,419,300		\$22,479,900	
Grant Percentage			60%	
Proration Based On "Reasonable and Necessary" Expanded Design Flow			88%	6
Grant Amount			\$11,869,387	

*See next page for details about costs attributable to Nutrient Removal Technology.

EXHIBIT B
PROJECT BUDGET
(continued)

Grantee: Town of Front Royal
Grant: #440-S-14-08

Page B-2: Notes on costs attributable to Nutrient Removal Technology (NRT):

1. Not Nutrient Removal Technology, (NRT), ineligible for WQIF cost share.
2. The eligible percentage as outlined in DEQ Guidance Memo 06-2012.
3. A negotiated percentage after using Best Professional Judgment and the eligible percentage as outlined in DEQ Guidance Memo 06-2012.
4. Eligibility based on the percentage increase in annual solids produced as a result of NRT as calculated by the Authority's consulting engineer. $(14,284 \text{ lbs} - 12,150 \text{ lbs}) / 14,284 \text{ lbs} = 15 \%$.
5. Eligibility calculated by dividing the total eligible construction cost associated with NRT by the total construction cost.
6. Reasonable flow proration amount of 88% calculated.

EXHIBIT C

PROJECT SCHEDULE

Grantee: Town of Front Royal

Grant: #440-S-14-08

The Grantee has proposed the following schedule of key activities/milestones as a planning tool which may be subject to change. In particular, the Grantee acknowledges that the appropriate approval (Certificate to Construct) must be issued by the Department prior to proceeding with construction. Unless authorized by a grant modification, it is the responsibility of the Grantee to adhere to the anticipated schedule for the project as follows:

Activity	Date/Duration
a. Bid Phase Completion	On or before August 6, 2014
b. Award Bids	On or before October 5, 2014
c. Submit Letter of Substantial Completion	On or before April 2, 2017

EXHIBIT D

REQUISITION FOR REIMBURSEMENT

(To be on Grantee's Letterhead)

Department of Environmental Quality
Clean Water Financing and Assistance Program
P.O. Box 1105
Richmond, VA 23218
Attn.: WQIF Program Manager

RE: **Virginia Water Quality Improvement Fund Grant**
Town of Front Royal WQIF Contract #440-S-14-08
Town of Front Royal Loan # C515529-01

Dear Program Manager:

This requisition, Number _____, is submitted in connection with the referenced Financing Agreements between the Virginia Resource Authority (loan), Director of the Virginia Department of Environmental Quality, and the Town of Front Royal. The effective date of the grant agreement is [insert date of grant agreement] and the effective date of the loan agreement is [insert effective date].

Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of \$_____ and loan proceed under the Financing agreement in the amount of \$_____, for the purposes of payment of the Eligible Project Costs as set forth on Schedule I attached hereto.

Copies of invoices relating to the items for which payment is requested are attached.

The undersigned certifies that the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment of Eligible Project Costs.

This requisition includes (if applicable) an accompanying Certificate of the Project Engineer as to the performance of the work.

Sincerely,

(Authorized Representative of the Grantee)

Attachments

C. DEQ-Regional CAP Engineer

**SCHEDULE 1
VIRGINIA WATER QUALITY IMPROVEMENT FUND
FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT**

REQUISITION # _____
Grantee: Front Royal WWTP
Grant: #440-S-14-08

CERTIFYING SIGNATURE: _____

TITLE: _____

Cost Category	Total Project Budget	Eligible Project Cost	52.80% WQIF Grant Share (60% x 88%)	Total Expenditures This Period	Previous Grant Disbursements	Grant Disbursement This Period	Grant Balance
		37.83%	\$9,629.017				
Construction	\$48,203,000	\$18,236,774	52.80%	\$0.00	\$0.00	\$0.00	\$9,629,017
		37.83%	\$526,521				
Design Engineering	\$2,636,000	\$997,199	52.80%	\$0.00	\$0.00	\$0.00	\$526,521
		37.83%	\$751,031				
Construction Administration	\$3,760,000	\$1,422,408	52.80%	\$0.00	\$0.00	\$0.00	\$751,031
		37.83%	\$962,818				
Contingency (10% of Construction)	\$4,820,300	\$1,823,519	52.80%	\$0.00	\$0.00	\$0.00	\$962,818
TOTALS:	\$59,419,300	\$22,479,900	\$11,869,387.00	\$0.00	\$0.00	\$0.00	\$11,869,387.00

Total Grant Amount: \$11,869,387.00
Previous Grant Disbursements: \$0.00
This Grant Request: \$0.00
Total Grant Requested to Date: \$0.00
Grant Proceeds Remaining: \$11,869,387.00

CERTIFICATE OF THE PROJECT ENGINEER
FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

Grantee: Town of Front Royal WWTP

Grant: #440-S-14-08

This Certificate is submitted in connection with Requisition Number _____, dated _____, 20__, submitted by the Town of Front Royal County (the "Grantee") to the Virginia Department of Environmental Quality. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition.

The undersigned Project Engineer for _____ hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or material men, such work was actually performed or such materials, supplies, or equipment were actually furnished to or installed in the Project.

(Project Engineer)

(Date)

EXHIBIT E
REPORTING OF ANALYTICAL RESULTS

Grantee: Town of Front Royal WWTP

Grant: #440-S-14-08

Year: _____

MONTH	PARAMETER	CONCENTRATION (monthly average)	UNITS	FREQUENCY OF ANALYSIS	SAMPLE TYPE
January	Total Nitrogen		mg/l		
	Total Phosphorus		mg/l		
February	Total Nitrogen		mg/l		
	Total Phosphorus		mg/l		
March	Total Nitrogen		mg/l		
	Total Phosphorus		mg/l		
April	Total Nitrogen		mg/l		
	Total Phosphorus		mg/l		
May	Total Nitrogen		mg/l		
	Total Phosphorus		mg/l		
June	Total Nitrogen		mg/l		
	Total Phosphorus		mg/l		
July	Total Nitrogen		mg/l		
	Total Phosphorus		mg/l		
August	Total Nitrogen		mg/l		
	Total Phosphorus		mg/l		
September	Total Nitrogen		mg/l		
	Total Phosphorus		mg/l		
October	Total Nitrogen		mg/l		
	Total Phosphorus		mg/l		
November	Total Nitrogen		mg/l		
	Total Phosphorus		mg/l		
December	Total Nitrogen		mg/l		
	Total Phosphorus		mg/l		
Annual Average	Total Nitrogen		mg/l		
	Total Phosphorus		mg/l		

EXHIBIT E

REPORTING OF ANALYTICAL RESULTS

(continued)

Grantee: Town of Front Royal

Grant: #440-S-14-08

Data Excluded Due to the Occurrence of Extraordinary Conditions: (if applicable; attach explanation)

Date(s): _____

Operator Responsible for Samples: _____ Date: _____

Telephone: _____ Certificate Number: _____

EXHIBIT F

FORMULA FOR CALCULATING MONETARY ASSESSMENT FOR EXCEEDANCE OF NUMERICAL NITROGEN CONCENTRATIONS

Grantee: Town of Front Royal
Grant: #440-S-14-08

Section 2: Nitrogen Exceedances

$$CN = (TNe/TNr) \times AnPay \times PerGrant$$

where:

CN	=	Assessment for Nitrogen Exceedance.
TNe	=	Exceedance in tenths of a milligram per liter.
TNr	=	Expected nitrogen removal (difference between "pre-nutrient removal" annual average concentration and 3.0 mg/l limitation) in tenths of a milligram per liter.
AnPay	=	Annual Payment on grant; assumes principal payments amortized over 20 years and an interest rate of 5 percent. Using these assumed values leads to a "cost recovery factor" of 0.0802. The "cost recovery factor" times the grant amount yields the Annual Payment amount.
PerGrant	=	Percentage of grant received by year of exceedance.

Values used for Grant #440-S-14-08:

Pre-Nutrient Removal TN Concentration	=	13.2 mg/l
Effluent TN Concentration Limitation	=	3.0 mg/l
Total Grant Amount for TN Removal	=	\$6,787,046
Useful Service Life	=	20 years
Interest Rate	=	5 percent

Calculated (assumes grant paid 100%):

Expected Removal (TNr)	=	10.2 mg/l
AnPay	=	\$544,300
CN	=	\$5,340 (for each 0.1 mg/l TN exceedance)

EXHIBIT F

FORMULA FOR CALCULATING MONETARY ASSESSMENT FOR EXCEEDANCE OF NUMERICAL PHOSPHORUS CONCENTRATIONS

Grantee: Town of Front Royal

Grant: #440-S-14-08

Section 2: Phosphorus Exceedances

$$CP = (TPe/TPr) \times AnPay \times PerGrant$$

where:

CP	=	Assessment for Phosphorus Exceedance.
TPe	=	Exceedance in tenths of a milligram per liter.
TPr	=	Expected phosphorus removal (difference between "pre-nutrient removal" annual average concentration and 0.22 mg/l limitation) in tenths of a milligram per liter.
AnPay	=	Annual Payment on grant; assumes principal payments amortized over 20 years and an interest rate of 5 percent. Using these assumed values leads to a "cost recovery factor" of 0.0802. The "cost recovery factor" times the grant amount yields the Annual Payment amount.
PerGrant	=	Percentage of grant received by year of exceedance.

Values used for Grant #440-S-14-08:

Pre-Nutrient Removal TP Concentration	=	1.05 mg/l
Effluent TP Concentration Limitation	=	0.22 mg/l
Total Grant Amount for TP Removal	=	\$5,082,342
Useful Service Life	=	20 years
Interest Rate	=	5 percent

Calculated (assumes grant paid 100%):

Expected Removal (TPr)	=	0.83 mg/l
AnPay	=	\$407,600
CP	=	\$49,110 (for each 0.1 mg/l TP exceedance)



Town of Front Royal, Virginia
Work Session Agenda Form

Date: May 5, 2014

Agenda Item: Liaison Committee Items for May 15, 2014 Meeting

Summary: Council is requested to add items to the Liaison Committee Meeting Agenda scheduled for May 15, 2014. Items will be voted on at the regularly scheduled meeting on May 12, 2014. The list of items from the March Liaison Committee meeting, the Liaison Committee Mission Statement/Policies and Memorandum from County Administrator Doug Stanley are attached.

Council Discussion: Council takes desired action

Staff Evaluation: N/A

Budget/Funding: N/A

Legal Evaluation: N/A

Staff Recommendations: N/A

Town Manager Recommendation: N/A

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action
Consensus Poll on Action: ____ (Aye) ____ (Nay)



AGENDA
TOWN/COUNTY LIAISON
COMMITTEE MEETING

Town Administration Building
102 E. Main Street



Thursday, March 20, 2014

6:00 p.m.

1. Call to Order

Timothy Darr, Mayor of Front Royal

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

2. Adjournment

COUNTY OF WARREN



County Administrator's Office
Warren County Government Center
220 North Commerce Avenue, Suite 100
Front Royal, Virginia 22630

Phone: (540) 636-4600

FAX: (540) 636-6066

Email: dstanley@warrencountyva.net

Douglas P. Stanley
County Administrator

April 1, 2014

BOARD OF SUPERVISORS

CHAIRMAN
Daniel J. Murray, Jr.
North River
District

VICE-CHAIR
Linda P. Glavis
South River
District

Tony F. Carter
Happy Creek
District

Archie A. Fox
Fork
District

Richard H. Traczyk
Shenandoah
District

Mr. Steve Burke, Town Manager
Town of Front Royal
P.O. Box 1560
Front Royal, Virginia 22630

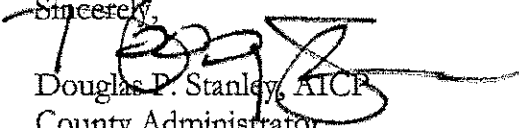
RE: *May Liaison Committee Agenda Items*

Dear Steve:

At its meeting on Tuesday, April 1, the Warren County Board of Supervisors requested that the following items be included for discussion at the upcoming May Liaison Committee meeting:

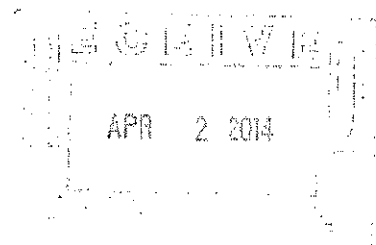
- ▶ Consolidate Discussion
- ▶ Morgan Ford – Bridge Project and Water Loop Project

Sincerely,


Douglas P. Stanley, AICP
County Administrator

DPS

cc: Warren County Board of Supervisors
Jennifer Berry, Clerk of Council



Front Royal-Warren County
Rivers of Opportunity-Mountains of Success



FRONT ROYAL - WARREN COUNTY

Liaison Committee Mission Statement and Policies – September 2010

PURPOSE OF THE LIAISON COMMITTEE

The purpose of the Front Royal-Warren County Liaison Committee is to offer a venue whereby the leadership of the Town of Front Royal and the County of Warren can discuss issues of mutual interest and inform each other of positions taken and decisions made by each public body that may affect both localities. The Committee is NOT designed to be an environment where decisions are made, but one where issues are discussed and Board and Council members take them back to their respective bodies for further discussion and recommendation.

MEMBERSHIP

The Liaison Committee shall include the Mayor of the Town of Front Royal, the Chairman of the Warren County Board of Supervisors, the Front Royal Town Manager, the Warren County Administrator, one (1) Front Royal Town Council member and one (1) Warren County Board of Supervisors member. The latter two (2) members shall rotate between its various members alphabetically from meeting to meeting.

MEETING SCHEDULE

Meetings shall be held on the third Thursday of every other month at 6:00 p.m. unless otherwise agreed upon by the Town and County. The meetings shall be rotated every six months between the Town and County. Wherever the meetings are held, the host shall be responsible for the preparation of the agenda will provide a person who will take formal minutes of the meeting.

MEETING AGENDA

- Meetings of the Liaison Committee shall at all times be subject to the terms of the Virginia Freedom of Information Act.
- Meeting agendas shall be provided by the Town Manager and County Administrator upon consultation with the Mayor and Board Chairman respectively.
- Any request to place an item on the agenda shall be made by 1:00 p.m. on the first Tuesday of the month prior to the month before the Liaison meeting.
- All requests to place an item on the agenda must be accompanied by a written summary of the request which can be placed in the agenda packet.
- The agendas shall be distributed on the Friday prior to the Liaison Committee meeting to be held on the following Thursday.

- In order for an item to be formally discussed on the Liaison agenda, it must be first approved by a majority vote of the Town Council or Board of Supervisors.

MEETING POLICY and PROCEDURES

- The Mayor of the Town shall be Chairman of the Committee when the meetings are hosted by the Town, and the Chairman of the Board of Supervisors shall be Chairman of the Committee when the meeting is hosted by the County.
- The Chairman shall make procedural or parliamentary decisions which may be overruled by a majority vote of the Committee.
- The Town and/or County may invite any of their staff personnel, including attorneys, to attend meetings that either feels would be helpful for the issues and items scheduled to be addressed.
- This mission statement and policies shall be adopted by a majority of the Board of Supervisors and the Town Council. They may be amended by a majority vote of the Town Council and Board of Supervisors.

MANAGER and ADMINISTRATOR REPORTS

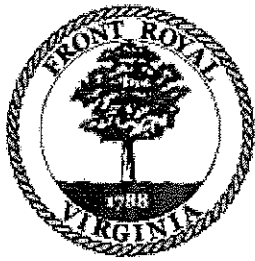
Quarterly, at a regular meeting of the Front Royal Town Council, the Warren County Administrator shall give an oral report of the County to the Council, and regular meeting of the Warren County Board of Supervisors, the Front Royal Town Manager shall give an oral report of the Town to the Board; this will not be a question and answer period.

Approved by the Warren County Board of Supervisors: September 7, 2010


Douglas P. Stanley, County Administrator

Approved by the Front Royal Town Council: September 13, 2010


Steve Burke, Acting Town Manager



Item No. 10

Town of Front Royal, Virginia Work Session Agenda Form

Date: May 5, 2014

Agenda Item: COUNCIL CONSIDERATION: Amendment to Town Code § 167-2 to allow hunting of groundhogs in Town limits.

Summary: Town Council Member Thomas H. Sayre has proposed an amendment to Town Code § 167-2 to allow hunting of groundhogs in Town limits where it can be done in a safe manner. Staff considered a number of potential approaches to writing a proposed ordinance to accomplish this, including setting a minimum lot size where hunting could be allowed. After reviewing a number of other ordinances of other jurisdictions, one reasonable approach, the approach used in the City of Fredericksburg, appears to allow hunting only in situations where it is reasonable to expect the discharge of the weapon to result in the projectile not ending up on a public right of way or on someone else's property without that person's permission.

Council Discussion: If hunting in Town limits is allowed, factors to consider include 1) where hunting should be allowed, such as the type of properties; 2) the types of weapons will be allowed (e.g., bows and arrows, crossbows, slingshots, shotguns, air rifles, rifles of .22 caliber or less, rifles of greater than .22 caliber, pistols and revolvers of .22 caliber or less, pistols and revolvers greater than .22 caliber).

Staff Evaluation: A big challenge from staff perspective, meaning the perspective of police officers and prosecuting attorneys, will be in determining whether the shot of the projectile in any given case could, in fact, be reasonably be expected to result in the impact of the projectile upon a public right of way or upon the property of another person who did not want the projectile upon his property.

Budget/Funding: None.

Legal Evaluation: The approach followed in this proposed ordinance is used in the City of Fredericksburg. Approaches followed by ordinances adopted in other localities, not all of them urban in nature, are enclosed as copied from the website of the Virginia Department of Game and Inland Fisheries.

Staff Recommendations: Staff notes that .22 caliber rifle bullets are listed to have a range of one (1) mile; bullets larger than .22 caliber rifle have a range of longer than one (1) mile, up to three (3) miles. Shotgun slugs and buckshot also have considerable carrying range.

Town Manager Recommendation: The Town Manager concurs with staff's recommendation.

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action
Consensus Poll on Action: ____ (Aye) ____ (Nay)

Work Session

VERSION 1

167-2 DISCHARGE OF FIREARMS

A. No person shall discharge a firearm of any description within the Town, with the exception of the following:

1. Any law enforcement officer in the performance of official duties;
2. Any other person whose said willful act is otherwise justified or excusable at law in the protection of life or property, or is otherwise specifically authorized by law;
3. Any otherwise lawful discharge while actually engaged in target practice on shooting ranges or other facilities lawfully established and maintained;
4. The use of blank ammunition at athletic events, military funerals, theatrical performances or events of similar character; or,
5. Lawfully hunting deer pursuant to a specific grant of authority under a Deer Management Plan adopted by the Virginia Board of Game and Inland Fisheries and the Town Council.

6. Hunting groundhogs on the landowner's own property or with the landowner's written permission, provided that hunting is permitted only with shotguns with shot size number 4 or smaller in diameter, or with an arrow shot from a bow, and in any event hunting is permitted only where it can reasonably be expected to not result in the impact of a pellet, shot, arrow or other projectile upon a public right of way, or upon the property of another without prior written permission from the owner or tenant of such other property.

VERSION 2

167-2 DISCHARGE OF FIREARMS

A. No person shall discharge a firearm of any description within the Town, with the exception of the following:

1. Any law enforcement officer in the performance of official duties;
2. Any other person whose said willful act is otherwise justified or excusable at law in the protection of life or property, or is otherwise specifically authorized by law;
3. Any otherwise lawful discharge while actually engaged in target practice on shooting ranges or other facilities lawfully established and maintained;
4. The use of blank ammunition at athletic events, military funerals, theatrical performances or events of similar character; or,
5. Lawfully hunting deer pursuant to a specific grant of authority under a Deer Management Plan adopted by the Virginia Board of Game and Inland Fisheries and the Town Council.

6. Hunting groundhogs on the landowner's own property or with the landowner's written permission, provided that hunting is permitted only with a rifle of a caliber not larger than .22 rimfire, an air rifle of a caliber not larger than .22, shotguns with shot size number 4 or smaller in diameter, or with an arrow shot from a bow, and in any event hunting is permitted only where it can reasonably be expected to not result in the impact of a bullet, pellet, shot, arrow or other projectile upon a public right of way, or upon the property of another without prior written permission from the owner or tenant of such other property.

Local Firearms Ordinances

The following counties and cities have regulations concerning the use and transportation of firearms. The number or numbers following that county name indicate the regulations listed below for that particular county. In addition, certain counties have ordinances other than those listed, primarily pertaining to possession of firearms near parks or schools, hunting or discharging firearms near populated areas, residences, or buildings, and age limitations for possession of loaded firearms on public roads. If a locality is not listed, state firearms restrictions apply (see Legal Use of Firearms and Archery Tackle on page 20).

Accomack 43
Albemarle 16, 54
Amherst 18
Arlington 59
Buckingham 12, 60
Caroline 6, 17
Campbell 11
Charles City 7, 33, 42
Chesapeake 29, 46
Chesterfield 7, 14, 21, 22, 37, 54, 70
Clarke 25, 54
Culpeper 18, 22, 54
Cumberland 5, 17, 27, 74
Danville 54
Dinwiddie 12, 13, 38
Essex 7, 42, 49
Fairfax 2, 25, 45
Fauquier 14, 18, 22, 36, 37, 54
Franklin 26
Fredericksburg (city) 2, 18, 30, 51, 54, 64
Gate City 55

Gloucester 14
Goochland 9, 10, 23, 33, 77
Greensville 15, 22
Halifax 33, 61, 75
Hampton (city) 31, 45
Hanover 7, 20, 46, 53
Isle of Wight 8, 12, 35
James City 40, 54
King and Queen 39, 42
King George 6, 17, 22, 26, 54
King William 17, 18, 28
Lancaster 6, 12, 26
Loudoun 18, 22, 54, 62, 63, 64, 65
Louisa 17, 27, 68
Lunenburg 17
Madison 22, 25, 54
Mecklenburg 27
Middlesex 26
Nelson 22
New Kent 8, 12, 25, 54
Newport News 1
Northampton 7, 53

Northumberland 17, 26, 42, 54
Orange 18, 22, 34
Petersburg 54
Pittsylvania 26
Poquoson (city) 22, 69, 71, 72
Prince George 4, 7, 32, 43
Prince William 2, 12, 18
Rappahannock 18
Richmond 7, 66, 67, 68
Richmond (city) 54
Roanoke 25, 54, 64, 77, 79
Southampton 3, 8, 19, 41, 80
Stafford 81, 82
Suffolk 44, 52, 76
Surry 7, 53, 54
Sussex 7, 48, 73
Virginia Beach 2, 7, 54, 56, 57, 58
Warren 54
Westmoreland 50
Williamsburg 1, 54
York 46, 47

1. No discharge of firearms except on approved ranges.
2. No rifles larger than .22 for hunting.
3. It is unlawful to hunt with a muzzleloading shotgun loaded with slugs or sabot slugs.
4. Deer hunting with a rifle of a caliber larger than .22 rimfire is prohibited in the county. However, hunting of groundhogs with a rifle of a caliber larger than a .22 rimfire between March 1 and August 31 is permitted, and a rifle of a caliber larger than a .22 rimfire may be used for hunting all other game, bird, and varmint species as allowed by state law and regulations. Deer hunting with a shotgun loaded with slugs is permitted so long as such hunting is conducted from a stand located at least ten feet in elevation above the ground.
5. It is lawful to hunt groundhogs with rifles of a caliber larger than .22 rimfire during the season between March 1 and August 31.
6. No rifles larger than .22 for hunting except groundhogs outside of the regular hunting season.
7. No rifles for deer hunting.
8. No rifles for big game hunting.
9. It shall be unlawful to hunt in the

- county with a rifle, pistol, or revolver of a caliber larger than .22 caliber or with a shotgun loaded with slugs, except that rifles of a larger caliber and pistols or revolvers firing cartridges rated in manufacturers' tables at 350 foot pounds of energy or greater may be used to hunt from a stand elevated at least 10 feet from the ground, provided that no cartridge shall be used with a bullet of less than .23 caliber.
10. It shall be unlawful to have in immediate possession any hunting firearm other than a muzzleloading rifle while hunting with a muzzleloading rifle during the early muzzleloader season.
11. It shall be unlawful to hunt with a firearm on or within the ditch line of any primary or secondary highway.
12. It is lawful to use muzzleloading rifles for game animals in the regular hunting season.
13. It is lawful to hunt deer with muzzleloading rifles only from stands elevated 10 feet.
14. It is unlawful to hunt from the road with firearms.
15. It is unlawful to hunt with firearms from the road and within 10 feet of the ditch bank.

16. It is unlawful to hunt within 100 feet of the road.
17. Muzzleloading rifles are permitted during any authorized deer season where firearms are permitted.
18. It is unlawful to hunt with a firearm within 100 yards of a road.
19. It is unlawful to transport, possess or carry a loaded rifle in any vehicle while on the road from October 1 through February 15.
20. It shall be unlawful to discharge or shoot any firearm or other weapon in or along any public road or street or within 100 yards thereof or within 100 yards of any building occupied or used as a dwelling or place where the public gathers, not his own dwelling or residence.
21. Except for target shooting, no person shall shoot an arrow from a bow with a peak draw weight of 10 pounds or more within 150 feet of a business, public building, public gathering, public meeting place, or dwelling of another unless

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Firearms Pointed
in a Safe Direction**

- they have the permission of the dwelling owner or occupant.
22. It is unlawful to possess a loaded firearm on the road except when permission to hunt is obtained from landowners on each side.
 23. It is unlawful to transport, possess, or carry a loaded shotgun or loaded rifle in any vehicle on any public street, road, or highway within the county during the time between sunset and sunrise.
 24. No rifles over .22 caliber for hunting except for groundhogs between March 1 and August 31.
 25. No hunting with firearms of game species from within 100 yds. of a road.
 26. No hunting with firearms of any game animal from the road right-of-way.
 27. No hunting with firearms from the road including ditch to ditch.
 28. No hunting with a rifle larger than .22 caliber during the deer season.
 29. When 100 yds. from a road and elevated from a stand 15 ft. above ground a rifle may be used to hunt big game east of the Dismal Swamp line.
 30. It shall be unlawful for any person to hunt any bird or game animal using a muzzleloading rifle or a shotgun loaded with slugs, except from a stand elevated at least 10 feet above the ground.
 31. All hunting within the City of Hampton is prohibited, with the exception of shotgun hunting from a licensed blind. No shot larger than 00 buckshot may be used, and no shot shall be discharged landward within 500 feet of the shoreline.
 32. It is lawful to hunt deer with muzzleloading rifles only from stands elevated at least 10 feet above the ground; however, this requirement shall be expressly inapplicable to all legally handicapped persons.
 33. The use of a muzzleloading rifle shall be permitted during the early muzzleloading season and during the entire regular firearms season for deer hunting.
 34. It is unlawful to transport or possess a loaded shotgun or rifle in a vehicle on a road during open deer season.
 35. It shall be unlawful to possess outside of a vehicle, or shoot or hunt with a rifle, muzzleloader, pistol, or shotgun loaded with slugs, or to possess shotgun slugs on Ragged Island Wildlife Management Area in Isle of Wight County. In addition, it shall be unlawful to discharge any firearm within 100 yards of the boardwalk or nature trail on Ragged Island Wildlife Management Area.
 36. It is unlawful to discharge a firearm from or across any sidewalk, highway or on public land.
 37. It is unlawful for minors to carry firearms on public highways or public lands unless accompanied by certain adults.
 38. It shall be unlawful to use a rifle of a caliber larger than .22 rimfire except that groundhogs may be hunted with a rifle of a caliber larger than .22 rimfire between March 1 and August 31 and coyotes may be hunted for the entire year.
 39. It shall be lawful to use muzzleloading rifles for deer and squirrels during the regular seasons.
 40. It shall be unlawful to discharge a rifle larger than .22 caliber, a muzzleloader larger than .36 caliber, or a shotgun loaded with slugs except from stands elevated at least 10 feet above the ground, except for groundhogs in certain areas between March 1 and September 1.
 41. It shall be unlawful to hunt with a muzzleloading rifle at any time.
 42. It shall be unlawful to use a rifle of a caliber larger than .22 rimfire except that groundhogs may be hunted with a rifle of a caliber larger than .22 rimfire between March 1 and August 31.
 43. It shall be unlawful to hunt with a firearm on or within 50 feet of the center of any primary and secondary highway.
 44. Rifles are permitted for bear and deer hunting when used from stands elevated at least 15 feet above the ground (except legally handicapped hunters are exempt from tree stand requirements).
 45. All rifles, pistols, or shotguns loaded with slugs are prohibited for any hunting.
 46. Discharging firearms or air-operated or gas-operated weapons prohibited within certain areas: check local county/city ordinances.
 47. No discharge of rifles larger than .22 except on approved ranges.
 48. Muzzleloading rifles are permitted during the special muzzleloading season.
 49. Muzzleloading rifles are permitted during any authorized firearms season for the hunting of game animals except for the hunting of turkeys during the spring gobbler season.
 50. It shall be unlawful for any person to hunt in the county with a shotgun loaded with slugs or a muzzleloading rifle other than during the prescribed open season for the hunting of big game species or with a rifle of a caliber larger than .22 caliber.
 51. It shall be unlawful to shoot an arrow from a bow in a manner that can be reasonably expected to result in the impact of the arrow upon the property of another without permission from the owner or tenant of such property.
 52. It shall be unlawful to discharge a firearm or air gun of .177 caliber or larger within any densely populated area: within 200 yards from any structure or within 100 yards from any public street, secondary road, or highway within the city, except on a permitted firing range or at or upon the property of another without permission.
 53. It is lawful to hunt deer with muzzleloading rifles.
 54. It is unlawful to transport, possess, or carry a loaded rifle or shotgun in any vehicle on any public street, road or highway.
 55. It shall be unlawful for any person in the town, except a duly authorized officer in the course of his duty, to fire or discharge any gun, pistol, or other firearms of any kind.
 56. No discharge of firearms across or within 150 yards of any building, dwelling, street, sidewalk, alley, roadway, public land, or public place.
 57. No discharge of firearms north or west of a line from the Chesapeake-Virginia Beach boundary; thence northwardly along North Landing Road; thence eastwardly along Indian River Road; thence northeastwardly along New Bridge Road; thence eastwardly along Sandbridge Road to the Atlantic Ocean, or across any land north of False Cape Park and east of Shipp's Bay and Point Creek. No discharge of rifles larger than .22 south of this line except muzzleloading rifles may be used to hunt deer during the firearms deer season.
 58. Shotguns firing pellets are lawful on certain agricultural lands of 50 contiguous acres or more, and on certain lands south of a line from the Chesapeake-Virginia Beach boundary, thence northeastwardly along Elbow Road; thence southeastwardly along Salem Road; thence northeastwardly along North Landstown Road; thence southeastwardly along Princess Anne Road; thence eastwardly along Sandbridge Road to the Atlantic Ocean.

The property must be permitted by the City Manager for this purpose.

59. It shall be unlawful for any person to discharge or shoot off a firearm in the county. It shall be unlawful for any person to discharge or shoot or throw any dangerous missiles by mechanical, explosive, air- or gas-propelled means, or similar method or device onto or across any public sidewalk, path, or roadway, at any public structure or building, or at or onto the property of another. It is unlawful for any person to shoot a compound bow, crossbow, longbow, or recurve bow at or upon the property of another without permission. It shall be unlawful to discharge a projectile from any of the aforementioned bows within 100 yards of any public road, public building or structure, private residence or structure, or property of another. Nothing in this ordinance shall be construed to prohibit the use of firearms or other instruments or missiles or compound bows, crossbows, longbows, or recurve bows in lawful self defense or in the lawful defense of property, or to prohibit the use of firearms or other missiles or compound bows, crossbows, longbows, or recurve bows in supervised sport, recreation, or training conducted on safety-inspected and approved ranges and courses, provided the same is not contrary to existing law.
60. It shall be unlawful to hunt with a rifle larger than .22 caliber rimfire, except any center-fire rifle of a larger caliber may be used to hunt from a stand elevated at least 10 feet from the ground. It shall be unlawful to have a loaded center-fire rifle of any caliber .23 or larger except while hunting from a stand elevated ten feet above the ground. The maximum number of rounds that may be loaded in a center-fire rifle shall not exceed five, including the round loaded in chamber. It shall be unlawful for anyone under the age of 12 to use any center-fire rifle caliber .23 or larger for deer hunting purposes without direct adult supervision. Any person with a permanently disabling physical handicap as recognized by the VDGIIF shall be exempt from an elevated stand provision of this ordinance.
61. It is unlawful to hunt or attempt to hunt on a primary or secondary state maintained highway, and within the side ditches of such highways.
62. Discharging firearms is prohibited within certain areas (check local county ordinance for area description), except deer hunting is permitted with handguns, shotguns, or muzzleloading rifles using a single projectile and all other hunting is allowed with rifles of .22 caliber rimfire or less, handguns, shotguns, and muzzleloading rifles using single or multiple projectiles.
63. The discharge of firearms is prohibited within 50 yards of a highway in the primary or secondary system of state roads.
64. Discharge of firearms is prohibited within 100 yards of any public park or school.
65. Discharge of firearms is prohibited within 100 yards of a building with a current occupancy permit unless the owner or authorized agent has given permission.
66. Muzzleloaders shall be legal firearms during any firearms season.
67. Shotgun slugs shall be permitted for deer hunting.
68. It shall be unlawful to hunt with a rifle larger than .22 caliber, except rifles of a larger caliber may be used for hunting groundhogs and coyotes outside the general firearms deer season.
69. It shall be unlawful for any person to discharge an air gun, spring gun, or firearm from, along, across or toward, or within 300 yards of any paved public street, highway or road, or any building in the city.
70. It shall be lawful to hunt game species with a muzzleloading rifle during the prescribed open seasons.
71. The discharge or use of a rifle, except for a .22 caliber rim fire is prohibited within the city limits.
72. The use of muzzleloading rifles during the prescribed open seasons for the hunting of game species is permitted in the city; provided, however, that the use of such muzzleloading rifle shall be only from a stand located at least 10 feet above the ground.
73. No rifles for turkey hunting.
74. It is unlawful to hunt deer during the regular hunting season with a rifle of .23 caliber or larger either on public lands or in the area of the county bordered to the north by the James River, to the west by Route 602 from the Willis River, and to the south by Route 45 and Route 684 to the county line (generally known as Cartersville Historic District); except from a tree stand elevated at least 10 feet above the ground. It shall be lawful to hunt with a muzzleloading rifle from the ground or from a tree stand elevated to any height.
75. No person shall hunt using a rifle larger than a .22 caliber rimfire within a 100 yards of any residence or occupied building without the written approval of the owner or lessee of the property. It shall be unlawful to discharge a rifle larger than .22 caliber rimfire from an elevated stand within 100 yards of an adjoining property line without first obtaining written permission of the owner or, if different than the owner, the occupant of the adjoining property or within 100 yards of any public street or primary or secondary state-maintained highway.
76. Muzzleloading rifles are permitted during the open seasons for hunting game species from stands elevated at least 10 feet above the ground (except legally handicapped hunters are exempt from tree stand requirements). No early muzzleloader season east of the Dismal Swamp Line.
77. It shall be unlawful to engage in hunting with a firearm within the right-of-way of any primary or secondary highway.
78. It shall be unlawful for any person to engage in hunting with a firearm or to discharge a firearm within 100 yards of a dwelling house or occupied building not his or her own.
79. It shall be unlawful for any person to engage in hunting with a bow or to discharge arrows from bows within 100 yards of a dwelling house or occupied building not his or her own. A "bow" includes all compound bows, crossbows, longbows, and recurves that have a peak draw weight of 10 pounds or more. The term "arrow" means a shaft-like projectile intended to be shot from a bow.
80. It shall be unlawful to hunt with a rifle larger than .22 caliber rimfire, except rifles of a larger caliber may be used for hunting groundhogs and coyotes between March 1 and August 31.
81. It shall be unlawful to shoot or hunt within 100 yards of any regularly occupied structure without written permission of its owner or occupant or within 100 yards of any private road located in a subdivision where lots are 10 acres or more without written permission of the owner or occupant.
82. It shall be unlawful to shoot or hunt on any county property including, but not limited to, schools, parks, pools, the courthouse and other county offices.

167-2 DISCHARGE OF FIREARMS*CURRENT TOWN ORDINANCE*

A. No person shall discharge a firearm of any description within the Town, with the exception of the following:

1. Any law enforcement officer in the performance of official duties;
2. Any other person whose said willful act is otherwise justified or excusable at law in the protection of life or property, or is otherwise specifically authorized by law;
3. Any otherwise lawful discharge while actually engaged in target practice on shooting ranges or other facilities lawfully established and maintained;
4. The use of blank ammunition at athletic events, military funerals, theatrical performances or events of similar character; or,
5. Lawfully hunting deer pursuant to a specific grant of authority under a Deer Management Plan adopted by the Virginia Board of Game and Inland Fisheries and the Town Council.

(Ord. No. 3-12 Amended Entire Section 1-23-12-Effective Upon Passage)

167-3 DISCHARGE OF PNEUMATIC GUNS

A. It shall be unlawful for any person to discharge any pneumatic gun in the Town that are in the opinion of the Town Council so heavily populated as to make such conduct dangerous to the inhabitants thereof:

1. In or within 300 feet of any dwelling, commercial building, or shelter for animals, with the exception of the following:
 - a. Any otherwise lawful discharge while actually engaged in target practice on shooting ranges or other facilities lawfully established and maintained;
 - b. On other property where firearms may be legally discharged; or,
 - c. On private property with permission of the owner or legal possessor thereof when conducted with reasonable care to prevent a projectile from crossing the bounds of the property.

B. It shall be unlawful for any minor under the age of 16 to use a pneumatic gun unless such minor is under the supervision of a parent, guardian, or other adult supervisor approved by a parent or guardian of such minor. Minors above the age of 16 may, with the written consent of a parent or guardian, use a pneumatic gun on private property with the consent of the owner. Any minor, whether permitted by a parent or guardian to use a pneumatic gun or not, shall be responsible for obeying all laws, regulations, and restrictions governing such use.

(Ord. No. 3-12 Amended Entire Section 1-23-12-Effective Upon Passage)