



TOWN COUNCIL WORK SESSION

Monday, June 16, 2014 @ 7:00pm
Front Royal Administration Building

Town/Staff Related Issues:

1. Briefing on Police Department Promotion – *Police Chief*
2. Review of Town's Investment Portfolio – No Backup – *Tim Morris*
3. Update on Wastewater Treatment Plant Upgrade – *Director of Environmental Services*
4. AMP Ecosmart Choice – *Director of Energy Services*
5. Consideration of Renewal of Virginia Regional Transport Franchise to Operate a Public Bus Transportation Service in Town – *Town Attorney*
6. Curb & Gutter Installation – 25 Bedford Drive – *Director of Environmental Services*
7. Deed of Easement for Utilities and Access for Regional Jail – *Town Attorney*

Council/Mayor Related Issues:

8. Planning Commission Terms Expire
9. Work with County and Citizens in Chimney Fields Park Area – *Mayor Darr*
10. Council Discussion/Goals (*time permitting*)



Item No. 2

Town of Front Royal, Virginia Work Session Agenda Form

Date: January 21, 2014 rescheduled June 2014

Agenda Item: Investment Portfolio review

Summary: Jeff Mitchell, with Mitchell & Co PC [auditors] conducted an overview in December for the Audit committee, during that meeting they suggested that we have a brief overview of our investment portfolio that is managed by Tim Morris a representative of Raymond James, a branch of Union First Market

Council Discussion:

Staff Evaluation: Mr. Morris will give a brief overview of the Town's investments and strategies used for investment of Town funds; he will be available for questions as needed

Budget/Funding: None

Legal Evaluation: None

Staff Recommendations: None required

Town Manager Recommendation:

Council Recommendation:

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

Work Session



Item No. 3

Town of Front Royal, Virginia Work Session Agenda Form

Date: June 16, 2004

Agenda Item: Wastewater Treatment Plant Upgrade Update

Summary: The Town's consultant design the upgrades to the Wastewater Treatment Plant will provide an update on the project.

Council Discussion: Council is requested to review the information submitted by the consultant.

Staff Evaluation: Environmental Services has worked with consultant to develop a cost effective design to achieve the upgrade goals for nutrient removal and increased treatment capacity. Staff have evaluated all options and monetary costs associated with the project.

Budget/Funding: An updated cost estimate will be presented. The Director of Finance will be available to address fiscal issues.

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

Staff Recommendations: Staff recommends Council consider the design update from the Consultant prior to issuing the RFP for construction services.

Town Manager Recommendation: The Town Manager recommends Council consider the design update from the Consultant prior to issuing the RFP for construction services.

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action

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

Work Session



Item No. 4

Town of Front Royal, Virginia Work Session Agenda Form

Date: June 16, 2014

Agenda Item: AMP – EcoSmart Choice Program

Summary: EcoSmart Choice is a green-pricing program offered by AMP through its member municipal electric system. If the Town participates in this program, it will allow our customers to support renewable energy development. Currently this program is offered by Bowling Green, Coldwater, Cuyahoga Falls, Ephrata, Napoleon and Wyandotte, with over 5,600 MWh subscribed in 2013.

EcoSmart Choice is supported by the purchase of wind, hydroelectric, landfill gas, or other qualifying RECs, which helps stimulate new renewable project development. Customers who choose to join are able to offset varying levels of their monthly electric usage with renewable energy for an additional base cost of 0.5 cents per kWh (\$0.005/kWh); the current solicitation offers participation levels of 25%, 50%, 75%, or 100% of your monthly electric usage.

The Town of Front Royal may also choose to charge a higher rate (0.7 cents per kWh/ \$0.007 kWh) for their customers' participation, retaining the additional 0.2 cents per kWh for local environmental or sustainability programs or projects.

Council Discussion: This agenda item is scheduled for discussion between Town Council and Staff during the June 16, 2014 Town Council Work Session.

Staff Evaluation: This program will allow the Town's customers to support renewable energy development with no fee for the Town of Front Royal to offer this service to our customers. As part of this program, the Town can elect to charge a higher rate to be utilized in local development of projects.

Budget/Funding: N/A

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

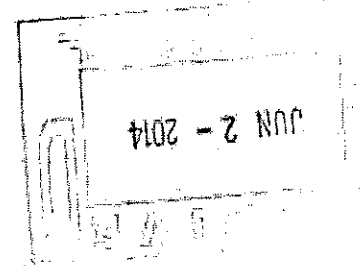
Staff Recommendations: Staff recommends that council consider the program and the additional higher rate to support local projects in renewable and sustainability programs.

Town Manager Recommendation:

Council Recommendation:

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

Work Session



DATE: MAY 29, 2014

TO: AMP MEMBER COMMUNITIES

FROM: JULIA BLANKENSHIP, DIRECTOR OF ENERGY POLICY
& SUSTAINABILITY

SUBJECT: *ECOSMART CHOICE*®-- 2014 SOLICITATION



WHAT IS *ECOSMART CHOICE*?

EcoSmart Choice® is a green-pricing program offered by AMP through its member municipal electric systems. Municipal electric systems elect to participate in *EcoSmart Choice*®, which then allows their customers to support renewable energy development. As more companies are being required to meet certain renewable / sustainability goals, we want to make sure you are aware of this option for your customers. *EcoSmart Choice*® is currently offered by Bowling Green, Coldwater, Cuyahoga Falls, Ephrata, Napoleon, and Wyandotte, with over 5,600 MWh subscribed in 2013.

While many AMP communities currently support renewable energy projects through direct participation and / or partial ownership, some end-use customers either want to support renewables more or have various corporate "green" requirements. *EcoSmart Choice*® enables participating AMP member communities to extend the benefits of renewable generation to their end-use customers, regardless of the community's power supply mix. Green pricing programs such as this rely on the use of renewable energy certificates (RECs) to offset the customer's electricity usage. Customers' participation in *EcoSmart Choice*® is supported by the purchase of wind, hydroelectric, landfill gas, or other qualifying RECs, which helps stimulate new renewable project development. The program is open to both residential and commercial / industrial customers.

HERE'S HOW THE PROGRAM WORKS:

At the option of the participating AMP member, residential customers who choose to join *EcoSmart Choice*® are able to offset varying levels of their monthly electric usage with renewable energy for an additional base cost of 0.5 cents per kWh (\$0.005/kWh); the current *EcoSmart Choice*® solicitation offers participation levels of 25%, 50%, 75%, or 100%, at the option of the participating AMP member. For example, if a customer uses 750 kWh in a month and is participating at the 100% level, the *EcoSmart Choice*® program will purchase and retire an equal number of RECs to match that monthly usage, and the customer would pay an additional \$3.75 (\$0.005 X 750) as part of their utility bill that month to cover their participation in the program.

Commercial / industrial customers can offset a portion of their electric usage through the purchase of "blocks" of RECs. Each "block" obtained through the *EcoSmart Choice*® program is equal to 1000 kWh (1 MWh) and is available for an additional base price of \$5.00 per block (\$0.005 x 1000). For example, if a company uses 10,000 kWh in a month and wants to offset 20% of that total with renewable energy, it would purchase 2 blocks through the *EcoSmart Choice*® program at an additional cost of \$10.00 for that month.

Participating communities may also choose to charge a higher rate (0.7 cents per kWh or \$0.007/kWh) for their customers' participation, retaining the additional 0.2 cents/kWh for local environmental or sustainability programs or projects. Members can choose which rate is best for them when completing the *EcoSmart Choice*® participation agreement (contract) with AMP. Each participation agreement has a minimum two-year term. AMP provides all promotional materials for the program, including direct mail brochures, an annual bill stuffer, etc. – there is no additional cost to participating members for the production of these materials (members do pay for mailing costs).

Customers in participating member communities are generally able to sign up for the program via the website (www.ecosmartchoice.org), phone call or visit to the utility office, or response post card – depending on the options provided by the local utility. Customers can join or drop out at any time, with no penalty.

MATERIALS FOR YOUR REVIEW

Enclosed are several items that provide additional information on the *EcoSmart Choice*® program:

- FAQs for Members
- Sample bill stuffer
- Generic press release

Finally, also enclosed is a Response Form, which we are requesting be returned to AMP by June 26 to indicate your level of interest in the *EcoSmart Choice*® program.

I look forward to hearing from you and am available to answer any questions at 614.540.0840 or jblankenship@amppartners.org.



**AMERICAN MUNICIPAL POWER, INC.
ECOSMART CHOICE®
"GREEN PRICING" PROGRAM**

FAQS FOR AMP MEMBERS

Q. WHAT IS ECOSMART CHOICE®?

- *EcoSmart Choice®* is a 100% renewable energy product, available only to participating AMP member utilities.
- Renewable energy certificates (RECs) from wind, hydroelectric, landfill gas, or other qualifying renewable energy projects in AMP footprint states will be purchased and retired to support the *EcoSmart Choice®* program.
- The *EcoSmart Choice®* program is open to residential, commercial, and industrial customers of participating AMP member utilities.

Q. WHAT ARE THE BENEFITS OF THE ECOSMART CHOICE® PROGRAM?

- *EcoSmart Choice®* allows customers to offset a portion of their electricity purchases with renewable energy certificates (RECs); for each kWh of electricity usage covered by the *EcoSmart Choice®* program, an equal amount of traditional fossil-fired generation is offset.
- By participating in the *EcoSmart Choice®* program, customers help stimulate the demand for new renewable energy facilities.
- An average customer participating in the program at the 100% level can offset 8,500 pounds of CO2 emissions each year – the equivalent of not driving your car 10,000 miles.

Q. HOW DOES THE ECOSMART CHOICE® PROGRAM WORK?

- Participating member utilities may offer the *EcoSmart Choice®* program to their residential, commercial, and industrial customers. Sign-up can generally be done on-line via a link on the member's Website, through the www.ecosmartchoice.org

Website, by returning a utility bill stuffer / direct mail response forms, or by contacting the utility office.

- AMP matches customer enrollments with the amount of RECs needed to support the program – those RECs are purchased from qualifying renewable resources, then retired on behalf of the customers.
- Customers pay for their *EcoSmart Choice*® participation as part of their regular monthly electric bill, based on a small extra fee per kWh of enrolled usage.

Q. HOW MUCH WILL IT COST?

- Residential base price is 0.5 cents (\$0.005) per kWh. Customers will pay for the cost of the program on their monthly bills, based on usage. At the option of the participating member utility, the *EcoSmart Choice*® program would offset 25%, 50%, 75%, or 100% of a residential customer's load. The average residential utility customer using 750 kWh each month and participating at the 100% level would pay an additional \$3.75 each month at the base rate.
- Commercial and industrial (C&I) customers can participate by purchasing 1 MWh blocks of the *EcoSmart Choice*® product to offset a portion of their electricity usage. Base price for each block is \$5.00. For example, if a commercial customer uses 10,000 kWh (10 MWh) in a month and wants to offset 20% of its load with *EcoSmart Choice*® product, it would purchase two blocks (2 MWh) for an additional \$10.00 each month.
- Pricing for both residential and C&I customers can be adjusted at the option of each participating utility by charging an additional 0.2 cents per kWh (\$0.002 per kWh, or \$2.00 per MWh block for C&I customers) on top of the base price of 0.5 cents per kWh for residential customers or the base price of \$5.00 / MWh block for C&I customers, which could then be retained by the utility for its own renewable energy / sustainability projects and needs.

Q. HOW DO CUSTOMERS SIGN-UP?

- AMP has set up a centralized *EcoSmart Choice*® Website (www.ecosmartchoice.org) to handle customer signups. Customer information will then be sent to each participating AMP member utility to set up billing, usage tracking, etc.
- Each local utility can also handle sign-up of customers directly, either through the utility or community's Website, bill stuffers, direct mail solicitation, etc. AMP will work with participating members to make customer sign-up as simple as possible.
- Customers may sign up or drop out of the *EcoSmart Choice*® program at any time without penalty.

Q. WHAT ADMINISTRATIVE FUNCTIONS ARE THE RESPONSIBILITY OF THE PARTICIPATING MEMBER UTILITY?

- Participation in *EcoSmart Choice*® requires a Participation Agreement (contract) between AMP and the participating member community, with an initial term of

two years. Please contact AMP if you would like to review a sample participation agreement for the *EcoSmart Choice*® program.

- The participating member utility must track enrolled customers and their usage, and then report that information to AMP each month; AMP will provide a template for the required reports.
- The local utility will bill participating customers and collect their payments as usual – *EcoSmart Choice*® can be shown as a line item on monthly utility bills.
- At the end of each month, AMP will send a reminder to each participating member utility that monthly usage reports are due.
- AMP will issue an invoice to the participating member utility based on its reported customers' usage. Payment to AMP will equal the reported usage (in kWh) times the base rate of \$0.005. At this time, AMP is not charging a separate administrative fee for the program.
- If the participating member utility chooses to assess an extra fee above the base rate of \$0.005 per kWh, that amount is retained by the utility for its use for local programs, etc.
- AMP will design and provide additional marketing materials for use by participating members; participating members are responsible for postage on any materials mailed to their customers.

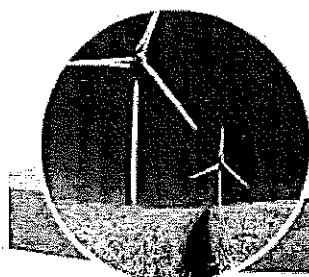
Q. WHEN WILL THE ECOSMART CHOICE PROGRAM BE AVAILABLE?

- The *EcoSmart Choice*® program is available immediately (upon completion of participation agreement and set-up of usage tracking and billing protocols) for participation by all AMP member communities.

For further information, please contact Julia Blankenship at jblankenship@amppartners.org or 614.540.0840.

Updated 5/28/14

Introducing



**A "Green Pricing" Program
Offered Through American Municipal Power, Inc.
(AMP) and Your Local Municipal Electric Provider**

100% Renewable Energy Product

- EcoSmart Choice is a 100% renewable energy product, available only to customers of participating AMP member communities.
- Program is open to residential, commercial, and industrial customers.
- Renewable energy certificates (RECs) from wind, hydroelectric, or landfill gas projects will be purchased and retired to support the EcoSmart Choice program.

Benefits

- By participating in the EcoSmart Choice program, customers help stimulate the demand for new renewable energy facilities, thus reducing their carbon footprint and providing for a cleaner, healthier, and safer energy supply.
- An average customer participating in the program can offset 8,500 pounds of CO₂ emissions each year – the equivalent of not driving your car 10,000 miles.

Availability

- The EcoSmart Choice program is available immediately.
- Customers may opt out at any time with no penalty.

Customer Sign-up Options

- Return this enrollment slip to your local municipal electric provider (see reverse).
- Sign up on-line at www.ecosmartchoice.org

See Reverse Side For Pricing Options



☐ **YES** Please sign me up for the
EcoSmart Choice Program.

PLEASE RETURN THIS ENROLLMENT SLIP TO
YOUR LOCAL MUNICIPAL ELECTRIC PROVIDER.

NAME: _____

COMPANY: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP CODE: _____

PHONE: _____

EMAIL: _____



EcoSmart Choice pricing and participation level options will be confirmed with your local utility provider prior to commencement of this service. You will not have electricity from a specific generation facility delivered directly to your home or business. Your purchase causes renewable energy equal to your electricity purchases to be delivered to regional power grids.

Pricing

- Residential base price is 0.5 cents – 0.7 cents per kWh. Customers will pay for the cost of the program on their monthly bills, based on usage.
- At the option of your local municipal electric provider, customers may have a choice of several levels of participation based on usage: 25%, 50%, 75%, or 100%.
- At the 100% participation level, an average residential utility customer using 750 kWh each month would pay an additional \$3.75 each month at the 0.5 cents per kWh base rate.
- Residential customers choosing lower levels of participation (25%, 50%, 75%) would see proportionately smaller increases on their bills.
- Commercial and industrial customers can participate by purchasing 1 MWh blocks of the EcoSmart Choice product to offset a portion of their electricity usage. Base price is \$5.00 – \$7.00 per block. For example, if a commercial customer uses 10,000 kWh (10 MWh) in a month and wants to offset 20% of its load with EcoSmart Choice product at \$5.00 per block, it would purchase two blocks (2 MWh) for an additional \$10.00 each month.
- Your local municipal electric provider will confirm your base price and participation level options.

DRAFT GENERIC Press Release- to be customized by each participating member



LOCAL UTILITY LOGO HERE

FOR IMMEDIATE RELEASE
DATE

Local Municipal Electric Utility to Offer "Green Pricing" to Customers

The City/Village of _____ announces that it has chosen to participate in EcoSmart Choice®, a "green pricing" program offered through American Municipal Power, Inc. (AMP), of which the municipality is a member. AMP is a Columbus, Ohio-based nonprofit wholesale power supplier and services provider for 129 member municipal electric systems – 83 in Ohio, 29 in Pennsylvania, six in Michigan, five in Virginia, three in Kentucky, two in West Virginia, and one in Delaware. AMP's goal is to provide a diverse mix of reliable economic power to its members.

EcoSmart Choice® is a "green pricing" program offered by AMP through its member municipal electric systems. Because the City/Village of _____ is a member of AMP and is participating in the EcoSmart Choice® program, its customers can help to reduce their carbon footprint and provide for a cleaner, healthier, and safer energy supply by supporting this renewable energy program.

EcoSmart Choice® enables participating AMP member communities to extend the benefits of renewable generation to their customers, regardless of their power supply mix.

[NOTE: please customize this section as appropriate: The City/Village of _____]

- more -

currently has _____ MW of renewable generation in its power supply portfolio through its participation in AMP *hydroelectric, wind, or landfill gas projects and power purchase agreements*. The EcoSmart Choice® program essentially enables the City/Village of _____ to offer additional renewable resources to their customers.] "Green pricing" programs, such as this, rely on the use of renewable energy certificates (RECs) to offset customers' electricity usage. Customer participation in EcoSmart Choice® is supported by the purchase and retirement of wind, hydroelectric, landfill gas, or other qualifying RECs, which helps stimulate new renewable project development. The program offers cleaner energy for little additional cost. EcoSmart Choice® is open to residential, commercial, and industrial customers, and there is no minimum required term for enrollment.

Participation in EcoSmart Choice® causes renewable energy equal to a customer's annual electricity purchases to be delivered to regional power grids. Electricity will not be delivered directly to the customer's home or business from a specific generation facility.

100% Renewal Energy

EcoSmart Choice® is a 100% renewable energy product, available only to customers of participating AMP member communities. Renewable energy certificates (RECs) from wind, hydroelectric, landfill gas, or other eligible renewable projects in AMP footprint states will be purchased and retired to support the EcoSmart Choice® program.

Benefits

By participating in the EcoSmart Choice® program, customers help stimulate the demand for new renewable energy facilities. An average customer participating in the program can offset 8,500 pounds of CO2 emissions each year – the equivalent of not driving your car 10,000 miles!

- more -

Pricing – [the percentage options can be customized for each utility]

Residential customers of _____ (utility name) will have a choice of participating at rates equal to *twenty-five percent (25%), fifty percent (50%), seventy-five percent (75%), or one-hundred percent (100%)* of their energy usage.

For a minimal cost [*utility needs to specify either "\$0.005 per kWh" or "\$0.007 per kWh" here*], residential customers are able to offset up to 100% of their electric usage with renewable energy. For example, if the customer uses 750 kWh in a given month and chooses to participate at the 100% level, the EcoSmart Choice® program will purchase an equal number of RECs to match that monthly usage. The customer would only pay an additional \$3.75 ($\0.005×750) [*or change the total and formula if not using the \$0.005 residential base amount*] on that month's bill to cover his or her participation in the program.

Commercial and industrial (C&I) customers can offset a portion of their electric usage through the purchase of "blocks" of RECs. Each "block" obtained through the EcoSmart Choice® program is equal to 1000 kWh (1 MWh) and is available for an additional [*utility needs to choose "\$5.00" or "\$7.00" here*] per block. For example, if a company uses 10,000 kWh in a month and wants to offset 20% of that total with renewable energy, the company would purchase two (2) blocks through the EcoSmart Choice® program at an additional cost of \$10.00 [*or change the total if not using \$5.00 C&I base amount*] for that month.

Customers should watch their mailboxes for enrollment information on the EcoSmart Choice® program. For further information, they can contact _____ (local utility contact information) or visit www.EcoSmartChoice.org.



***ECOSMART CHOICE®
GREEN PRICING PROGRAM
OFFERED THROUGH AMP***

RESPONSE FORM – 2014 SOLICITATION

_____ YES, our community is interested in participating in the *EcoSmart Choice®* green pricing program offered through AMP. Please send a Member Participation Agreement for our initial review (AMP staff will follow up).

_____ YES, our community is interested in the *EcoSmart Choice®* green pricing program offered through AMP, but we need additional information. Please contact us (AMP staff will follow up).

_____ NO, our community is not interested at this time in the *EcoSmart Choice®* green pricing program offered through AMP.

Member Community: _____

Utility Contact: _____

Mailing Address: _____

Phone: _____

Email: _____

Please return this form to Julia Blankenship at AMP
by June 26, 2014.

FAX: 614/540-1081
Email: jblankenship@amppartners.org



Item No. 6

Town of Front Royal, Virginia Work Session Agenda Form

Date: June 16, 2014

Agenda Item: Curb & Gutter Installation - 25 Bedford Drive

Summary: The property owners of 25 Bedford Drive would like to install curb and gutter along their property. In researching the existing Right-of-Way, it was determined that additional Right-of-Way is necessary from the property owners to construct the curb and gutter in compliance with Town standards.

Council Discussion: Council is requested to consider the proposed installation of the curb and gutter by the Town in return for the necessary Right-of-Way dedication from the property owners.

Staff Evaluation: Environmental Services has assisted the Town Attorney and property owners with an agreement acceptable to both parties in regards to the portion in question and completed planning of the project.

Budget/Funding: Funding for installation of the 100' of curb and gutter is included in the FY13-14 Budget. The Director of Finance will be available to address fiscal issues.

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

Staff Recommendations: Staff recommends Council consider the proposed agreement as presented.

Town Manager Recommendation: The Town Manager recommends Council consider the proposed agreement as presented.

Council Recommendation:

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

Work Session

In accordance with Section 58.1-811 (C)(4) of the Code of Virginia, this deed is exempt from the Grantor's Tax imposed by Section 58.1-802. Tax Map number 20 A 9-3-48

This Deed was prepared by Douglas W. Napier, Town Attorney for the Town of Front Royal, 102 East Main Street, Front Royal, Virginia 22630.

THIS DEED and DEED OF EASEMENT is made and entered into this 19 day of May, 2014 by and between **KEVIN L. GLASCOCK** and **LORI W. GLASCOCK**, husband and wife, parties of the first part, herein referred to as "Grantors", and the **TOWN OF FRONT ROYAL, VIRGINIA**, a Municipal Corporation and political subdivision of the Commonwealth of Virginia, party of the second part, herein referred to as the "Grantee" or the "Town".

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00) cash in hand paid by the Grantee to the Grantors, and other good and valuable consideration, including the improvement by Grantee to Grantors' remaining real property, including the improvement by Grantee to Grantors' remaining real property, and including Grantee's installing, at Grantee's sole cost, concrete curb and guttering along cul-de-sac adjacent to Grantors' Lots 48 and 49, receipt of all of is hereby acknowledged, the Grantors do hereby grant, bargain, sell, and convey with General Warranty and the usual English Covenants of Title unto the said Grantee, the following real property situated in the Town of Front Royal, Warren County, Virginia, to-wit:

That small triangular shaped area portion of Grantors' property located on Lots 48 and 49, Woodland Park Subdivision adjacent to Bedford Drive, in the Happy Creek

Magisterial District of the Town of Front Royal, Warren County, Virginia, (hereinafter called the "Triangular Area") marked "EDGE OF PAVEMENT" , bounded by the intersection of "Edge of Pavement" line with said Lots 48 and 49 to the west of Bedford Drive, thence running eastward on said Lots 48 and 49 to a point on Bedford Drive marked on said plat as "11.61'" and "S 09°06'00"W", thence running northward along a line on Bedford Drive to a point on said plat marked "Pole", thence running southwestward along said line marked on said plat as "EDGE OF PAVEMENT", all as shown on a plat entitled, **"PLAT OF THE BEDFORD DRIVE CUL DE SAC PER PLAT OF WOODLAND PARK SUBDIVISION RECORDED IN PLAT BOOK 1/159, Happy Creek Magisterial District, TOWN OF FRONT ROYAL, VA."**, prepared by Joseph G. Brogan, Sr. Land Surveyor. **TAX MAP I. D. NO. 20 A 9-3-48.** The aforesaid plat of survey is attached hereto, recorded herewith and incorporated herein by reference. It is the intent by this deed to convey from the Grantors to the Town of Front Royal, Grantee, fee simple title to so much of the paved area that is a part of Bedford Drive as is on said Lots 48 and 49.

FURTHER, THAT FOR AND IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00) cash in hand paid by the Grantee to the Grantors, receipt whereof is hereby acknowledged, the Grantors grant and convey unto the Grantee the following rights in real property situated in the Town of Front Royal, Warren County, Virginia, to-wit:

The privilege and easement in perpetuity, being an easement appurtenant, for rights-of-way to construct, lay, maintain, repair, inspect, improve, pave, re-pave and operate within the easement area hereinafter described and referred to, works and systems

for a public road and street, over, under, and across the aforesaid property, Lot 49, of the Grantors as hereinafter described, including, as necessary or appropriate when so determined by the Grantee to construct, lay, maintain, repair, inspect, improve, and operate water, sanitary and storm water sewer, and electric utility lines and systems on a ten foot (10') wide portion of Grantors' property located on Lot 49, Woodland Park Subdivision adjacent to Bedford Drive, in the Happy Creek Magisterial District of the Town of Front Royal, Warren County, Virginia, the said easements being located adjacent to the said Triangular Area.

The following additional terms and conditions shall apply to this instrument:

A. The Town and its officers, employees, contractors and agents shall have full and free use of the said easements for the purposes named, and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the easements, including the right of reasonable access to and from the easements and right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, construction, reconstruction or maintenance, and only in a way that minimizes disruptions to the use and changes to the appearance of the adjoining land; and further, this right shall not be construed to allow the Town to erect any building or structure of a permanent nature on such adjoining land.

B. The Town and its officers, employees, contractors and agents shall have the right to trim, cut and remove brush, debris, trees, tree limbs, branches and shrubs in the easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation, or maintenance of the easements; provided, however, that the Town, at its expense shall promptly restore, as nearly as possible, the Lot 49 not used by the easements to its original condition.

C. The Grantors reserve the right to make any use of the easements herein granted which are not be inconsistent with the rights herein conveyed, or interfere with the use of the easements by the Town for the purposes named, provided, however, that the Grantors

shall not erect any building or other structure, including a fence, on the easement, without obtaining the prior written approval of the Town, which approval shall not be unreasonably withheld.

D. The granting of the easement hereinafter described neither expressly or impliedly constitutes any payment, nor the waiver of any obligation for the payment, by the Grantors or their successors or assigns, or any cut-in fee or charge, tax, assessment or other charge or obligation whatsoever now due or heretofore due or hereafter to become due and payable to the Town or to any person, firm or other corporation whatsoever.

E. The Town will exercise reasonable care to protect Grantors' property from damage or injury occasioned in the enjoyment of the easement and rights herein granted, and to promptly repair the said property or reimburse the Grantor for any property damaged beyond repair.

F. If the Town does cut or fell any brush, undergrowth or trees, or should excavations be carried on pursuant to this easement and any large-sized rocks or boulders are unearthed and are not buried in said excavation, such brush, undergrowth, trees, large-sized rocks and boulders shall, at the expense of Town be removed from Grantors' property.

G. Grantors shall have no right, title, interest, estate or claim whatsoever in or to any of the lines, pipes, or other equipment and accessories installed by virtue hereof.

Grantors further covenant that they have the right to convey said easements; that the Town shall have quiet and peaceful enjoyment and possession of said easements; and that the Grantors will execute such further assurances of the said grant and easements herein contained as may be requisite.

This conveyance is made and accepted subject to all easements, restrictions, and conditions, if any, of record in the aforesaid Clerk's Office pertaining to or affecting the real estate herein conveyed.

WITNESS the following signatures and seals:

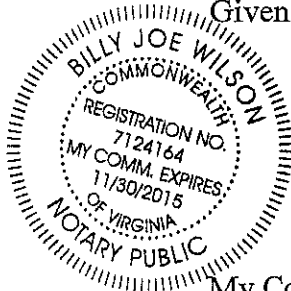
Kevin L. Glascock (SEAL)
KEVIN L. GLASCOCK

State of Virginia,

County/City of Warren,

I, the undersigned, a notary public in and for the State and County/City aforesaid, do hereby certify that Kevin L. Glascock, whose name is signed to the foregoing instrument, has this day personally appeared and acknowledged same before me in my State and County/City aforesaid.

Given under my hand this 19 day of May, 2014.



B. J. Wilson
Notary Public

My Commission expires:

Lori W. Glascock (SEAL)
LORI W. GLASCOCK

State of Virginia,

County/City of Warren,

I, the undersigned, a notary public in and for the State and County/City aforesaid, do hereby certify that Lori W. Glascock, whose name is signed to the foregoing instrument, has this day personally appeared and acknowledged same before me in my State and County/City aforesaid.

Given under my hand this 19 day of May, 2014.



B. J. Wilson
Notary Public

My Commission expires

The foregoing conveyance is hereby accepted by the Town of Front Royal, Virginia, as evidenced by the signature of the undersigned, who is authorized to accept this conveyance on behalf of the Town, as evidenced by a Resolution adopted by the Town Council.

WITNESS the following signature:

TOWN OF FRONT ROYAL, VIRGINIA

BY: _____
Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

I, _____, a Notary Public in and for the Commonwealth of Virginia, do hereby certify that Timothy W. Darr, Mayor, and Jennifer E. Berry, Clerk of Council, whose names are signed to the foregoing Deed of Easement have each this day acknowledged their signatures before me in my State and in the County aforesaid.

Given under my hand this ____ day of _____, 2014.

NOTARY PUBLIC

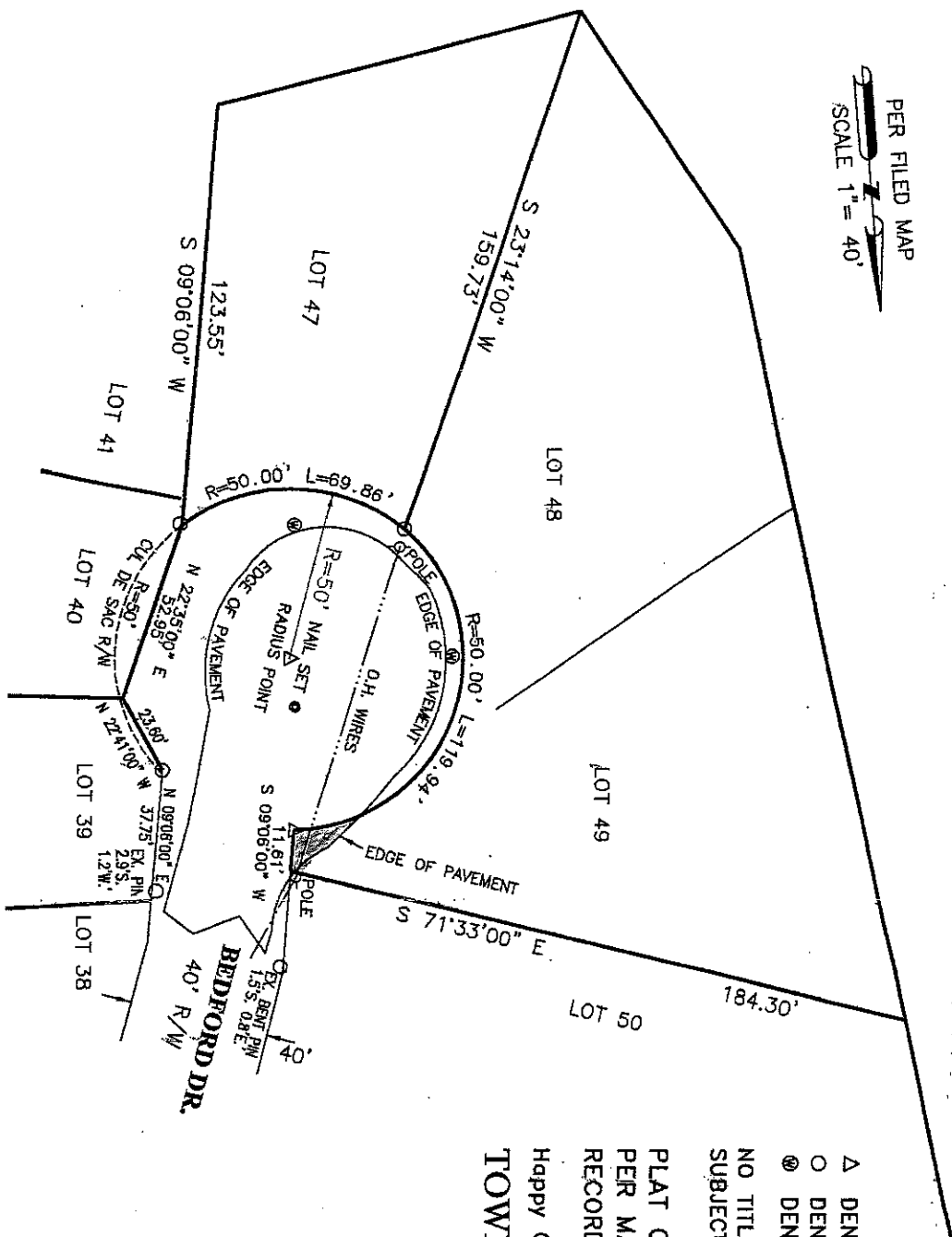
My commission expires:

APPROVED AS TO FORM:

Douglas W. Napier, Town Attorney

DATE: _____

PER FILED MAP
SCALE 1" = 40'



NOTE: DUE TO MATHEMATICAL ERRORS IN THE MAP OF WOODLAND PARK SUBDIVISION RECORDED IN P.B. 1/159 AND INCONSISTENCIES BETWEEN THE MAP CORNERS AND POINTS FOUND ON THE GROUND ON LOTS 38, 39 AND 50 EXISTING POINTS WERE MARKED.

- △ DENOTES NAIL SET.
- DENOTES EXISTING PIN OR PIPE.
- ⊙ DENOTES WATER METER.

NO TITLE REPORT FURNISHED TO THIS OFFICE.
SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

PLAT OF THE BEDFORD DRIVE CUL DE SAC
PER MAP OF WOODLAND PARK SUBDIVISION
RECORDED IN PLAT BOOK 1/159

Happy Creek Magisterial District

TOWN OF FRONT ROYAL, VA.

prepared by:
JOSEPH G. BROGAN, SR.
PROFESSIONAL LAND SURVEYOR
P.O. BOX 1578
FRONT ROYAL, VA. 22630-0034
TEL. & FAX (540) 635-5657
OCTOBER 19, 2012



Town of Front Royal, Virginia Work Session Agenda Form

Date: June 16, 2014

Agenda Item: CONSIDERATION OF RENEWAL OF VIRGINIA REGIONAL TRANSPORT FRANCHISE TO OPERATE A PUBLIC BUS TRANSPORTATION SERVICE IN TOWN.

Summary: Virginia Regional Transport ("VRT"), also known as the Front Royal Area Transit ("FRAT") or the "Royal Trolley", provides affordable transportation through bus passenger service in the Town. The enclosed schedule shows the various bus stops throughout Town and across the Bridges to the Crooked Run and Village Commons Shopping Centers, all for a fare of 50 cents. The low rates are realizable because of funding provided to VRT by Section 5311 of the Federal Service Transportation Efficiency Act. The Town granted a five (5) year franchise to VRT originally effective July 1, 2004, which was renewed for an additional five (5) year term effective October 1, 2009. A copy of the Ordinance, Chapter 180 of the Town Code, Public Passenger Bus Service, whereby the franchise to VRT was granted, is enclosed. This franchise, if not renewed, will expire October 1, 2014. The reason for granting franchises of five years is because of Va. Con. Art. 7 § 9 (1971), which states: "[b]efore granting any such franchise or privilege for a term in excess of five years, except for a trunk railway, the city or town shall, after due advertisement, publicly receive bids therefor."

Council Discussion: Council is requested to consider whether or not it wants to renew the franchise of VRT for an additional five year term. Council might also consider whether or not it wishes to modify any of the other terms of Chapter 180.

Staff Evaluation: Currently, VRT's weekdays loops have stops at the Visitors Center, Skate Park, Kerfoot and Brown Avenue, Northwest Community Services, Samuels Public Library/Royal Arms Apartments, Gateway Plaza Shopping Center, Royal Plaza Shopping Center, Lester and Mowery Pharmacy, South Royal Avenue, the Town Administration Building/Court House, Valley Health Urgent Care, the Government Center, the Parks Department/Youth Center/Bing Crosby Park Complex, Department of Social Center, Senior Center, Warren Memorial Hospital, Old Middle School, Family Store, Mountain Oaks Apartments, Warren County Community Center, and Randolph Macon Academy.

The Saturday loop has stops at RMA circle, Subway, Royal Cinemas, Visitors Center, the Bowling Alley, Gateway Plaza, and Royal Plaza.

The Sunday Loop is the same as the Saturday loops, with the addition of stops at Crooked Run Shopping Center and Village Commons Shopping Center in the County.

Budget/Funding: The Town Code sets this out as follows:

"180-185.9 ANNUAL PAYMENT AND OPERATION

"VRT's operation under this Franchise Agreement shall be subject to an annual payment to the Town of Front Royal of ONE DOLLAR (\$1.00). The cost of operation of the Franchise shall be borne as follows:

"A. Beginning on or about (October 1, 2009 and ending September 30, 2014), sixty-eight percent (68%) of the hourly costs of the operation, as invoiced from VRT to the Town, shall be paid to VRT by Federal and State contributions under the FTA 5311 Program. Thirty-two percent (32%) of the

hourly costs shall be paid to the VRT by the Town of Front Royal from such general funds as may be required to total the thirty-two percent (32%) local match.

"B. VRT shall purchase one or more buses for the operation of the Franchise. VRT shall bear eighty-five percent (85%) of the cost to purchase, equip and decorate the bus(es) and the Town shall contribute to VRT fifteen percent (15%) of the cost."

Legal Evaluation: The Assistant Town Attorney will be available to answer legal questions.

Staff Recommendations: Staff is not aware of any issues that warrant not recommending renewal of the franchise to VRT. VRT does appear to provide affordable public transportation to places of most interest to most people in Town.

Planning Commission Recommendation: Not applicable.

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

Council Recommendation:

☐ Additional Worksession ☐ Regular Meeting ☐ No Action

PUBLIC PASSENGER BUS SERVICE

(Adopted 6-28-04 by Ord. No. 7-04-Effective 7-1-04)
(Renewed 8-24-09 by Ord. No. 10-09-Effective 10-1-09)

180-185.1 FRANCHISE GRANTED

The Virginia Regional Transit, hereinafter known as "VRT", its lessees, successors and assigns, for the term and subject to the conditions and limitations hereinafter stated, is hereby granted a Franchise to occupy and use the streets, roads, avenues, alleys and other public places of the Town of Front Royal, Virginia, and to designate, maintain and use adjacent sidewalks for the operation of public passenger bus transportation services to the people of Front Royal utilizing the FTA 5311 Rural Transit Program (Section 5311 of the Federal Surface Transportation Efficiency Act).

180-185.2 PURPOSE OF THE FRANCHISE

The purpose of the Franchise is to permit VRT the right and privilege of operating a public passenger bus transportation service consisting of one or more passenger buses or mini-buses, wheelchair lift equipped and ADA compliant, driven by VRT-employed drivers with commercial driver's licenses, within the Town of Front Royal, and such portions of Warren County as the Town, the County, and VRT shall mutually agree, subject to the conditions and agreements as hereafter set forth.

180-185.3 TERM OF FRANCHISE

The term of the Franchise shall be for a period of five (5) years and three (3) months from the effective date of this Ordinance.

180-185.4 BUSES

For the purpose of providing public passenger bus service, VRT is authorized to operate buses capable of seating a minimum of thirteen (13) and a maximum of thirty-five (35) passengers along one or more routes to be determined by the Town following route surveys made by VRT. The buses shall be equipped with wheelchair lifts and shall be compliant with the Americans with Disabilities Act. The buses may bear such decorations, logos or insignias as shall be prescribed by Town Council. VRT shall perform such routine and appropriate maintenance of its bus(es) as shall be necessary to ensure uninterrupted, safe and effective service of this Franchise. VRT shall further employ drivers who have been appropriately trained and licensed for the operation of public passenger-buses, who have been familiar with the Town of Front Royal and the route(s) established therein, who have been submitted to a criminal background investigation, initial drug screening, and who are subject to periodic random drug testing pursuant to Federal regulations.

(Ord. No. 10-10 Removed Reference to "FRAT" 11-22-10-Effective Upon Passage)

180-185.5 REPAIRS

VRT shall promptly repair or replace any sidewalk, street, or other property of the Town which may be damaged or displaced by VRT in the operation of its public bus system. In the event that VRT fails or refuses to repair any damage to the property of the Town of Front Royal upon ten (10) days written notice to VRT, the Town may then undertake to repair or replace any damaged or displaced Town property, and the expense of such repairs or replacement shall be paid to the Town by VRT, and may be recovered in any manner prescribed by law, including application of the performance bond imposed hereunder.

180-185.6 INDEMNIFICATION

VRT agrees and bonds itself, by the acceptance of this Ordinance, to indemnify, keep and hold the Town of Front Royal free and harmless from liability on account of injury to persons or property growing out of the negligence of VRT, or its employees, or agents in the operation of its public bus service. Nothing herein, however, shall be construed to render VRT liable for the negligence of the Town of Front Royal, its agents or employees, or the negligence of other persons or entities.

180-185.7 MAINTENANCE

The rights and privileges set forth herein are granted to VRT upon the expressed condition and understanding that VRT will maintain its vehicles located within the Town of Front Royal in good and safe repair and order at all times during the terms of this Franchise Agreement.

180-185.8 INSPECTIONS

The Town of Front Royal, its employees or agents, shall have the right at any time to make inspections, upon reasonable notice, of VRT's buses or any part thereof.

180-185.9 ANNUAL PAYMENT AND OPERATION

VRT's operation under this Franchise Agreement shall be subject to an annual payment to the Town of Front Royal of ONE DOLLAR (\$1.00). The cost of operation of the Franchise shall be borne as follows:

A. Beginning on or about (October 1, 2009 and ending September 30, 2014), sixty-eight percent (68%) of the hourly costs of the operation, as invoiced from VRT to the Town, shall be paid to VRT by Federal and State contributions under the FTA 5311 Program. Thirty-two percent (32%) of the hourly costs shall be paid to the VRT by the Town of Front Royal from such general funds as may be required to total the thirty-two percent (32%) local match.

B. VRT shall purchase one or more buses for the operation of the Franchise. VRT shall bear eighty-five percent (85%) of the cost to purchase, equip and decorate the bus(es) and the Town shall contribute to VRT fifteen percent (15%) of the cost.

C. VRT shall replace its bus(es) used under this Franchise upon the later of three (3) years of service or 150,000 miles traveled. Each party shall bear the same proportion of the cost of replacement as is prescribed for the initial bus purchase in Subsection (B) above.

D. In the event that VRT fails to receive funds for the cost operation of the Franchise in accordance with the payment schedule set forth above, and then VRT shall have the right to terminate the operation of the Franchise upon thirty (30) days prior written notice to the Town.

180-185.10 PASSENGER FARES

VRT drivers shall collect from each passenger a fare to be set and determined by the Town Council by resolution. In setting fares, the Town Council may establish separate rates for adults, senior citizens, persons with physical disabilities, students and children. Town Council may provide for the advance purchase of tickets or tokens to be used for the payment of fares by passengers.

180-185.11 SCHEDULES

VRT's bus(es) shall operate on such schedules(s) as shall be established and adopted by the Town Manager or his designee, pursuant to route surveys completed by VRT or by demand or both.

180-185.12 ROUTES AND STOPS

VRT's bus(es) shall operate on such route(s) and regularly make such scheduled stops at locations established by the Town Manager or his designee, pursuant to route surveys completed by VRT or by demand or both. VRT shall be responsible for the marking of regular bus stops by appropriate signage containing route name or number and schedule for stop, as shall be appropriate.

180-185.13 COMPLIANCE WITH LAWS

VRT and its drivers shall comply with all state and local traffic, registration, licensing and inspection laws, including, but not limited to, Sections 46.2-107, 46.2-694 and 46.2-695 of the Code of Virginia (1950), as amended.

180-185.14 INSURANCE

VRT, as a condition of Franchise approval, shall obtain and maintain throughout the term of the Franchise a General Liability insurance policy in the amount of not less than TEN MILLION DOLLARS (\$10,000,000.00) from an insurance provider approved to do business within the Commonwealth of Virginia, and shall name the Town of Front Royal as an additional insured party.

180-185.15 BOND

VRT, as a condition of Franchise approval, shall execute a bond in the amount of ONE THOUSAND DOLLARS (\$1,000.00) with security acceptable to the Town of Front Royal to ensure VRT's satisfactory performance of its obligation under this Franchise.

180-185.16 GOVERNING LAW

In any controversy or dispute concerning the terms of the Franchise, the laws of the State of Virginia shall apply.

180-185.17 SEVERABILITY

In the event that any section, subsection, sentence, clause, phrase or a portion of the Franchise Ordinance is for any reasons held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and will be severed from all other portions without affecting the validity of the remainder.

180-185.18 EQUAL OPPORTUNITY REQUIRED

VRT shall not refuse to hire, or employ, nor bar, nor discharge from employment, nor discriminate against any person, because of sex, race, creed, religion, age or national origin.

180-185.19 SUCCESSORS OR ASSIGNEES

The rights, privileges and obligations hereby granted to VRT may not be assigned without express written consent of the Town Council.

All rights and privileges hereby granted to VRT may be exercised by any successor or assignee of VRT, but said successor or assignee shall be subject to the provisions, obligations, stipulations and requirements hereby prescribed. The Town reserves the right to increase the required performance bond imposed hereunder for any successor or assignee.

180-185.20 FRANCHISE RIGHTS

The Town of Front Royal grants to VRT an exclusive Franchise for the operation of a public passenger bus service and for no other purpose.

180-185.21 REMEDIES

A. The sole remedy for any violation of this Franchise shall be limited to the following. Upon the occurrence of any uncured default in the obligations of the Franchise, Town shall have the right:

1. To compel the Franchisee by mandamus or injunction to cure and correct any violation or default of the terms and obligations of the Franchise;

2. To suspend or revoke the Franchise. Upon such revocation, the Franchise shall be automatically deemed null and void and have no force or effect, and Franchisee shall remove its equipment from Town as and when requested by Town.

B. In the event that the Town believes that grounds for suspension or revocation exist or have existed the Town may notify the Franchisee in writing set forth the nature and facts of such non-compliance. If within thirty (30) days following such written notification that the Franchisee has not furnished reasonably satisfactory evidence that corrective action has been taken or is being actively and expeditiously pursued, or that the alleged violations did not occur, or that the alleged violations were beyond the Franchisee's control, the Town shall publish a notice setting forth the time, place, and general purpose of a public hearing to consider suspension or revocation of the Franchise notice of such hearing at least ten (10) days prior to such public hearing. The Franchisee and any interested person shall be entitled to be heard at such hearing. Upon a finding by the Town Council of uncorrected defaults in the terms and obligations under this Franchise, the Council shall have the option to suspend or revoke the Franchise.

Weekdays South Loop

1	Visitors Center	8:30	9:30	10:30	11:30	12:00	1:00	2:00	3:00	4:00
2	State Park	8:35	9:35	10:35	11:35	12:05	1:05	2:05	3:05	4:05
3	Kerfoot and Brown Ave	8:37	9:37	10:37	11:37	12:07	1:07	2:07	3:07	4:07
4	NW Community Services	8:39	9:39	10:39	11:39	12:09	1:09	2:09	3:09	4:09
5	Samuels Library/Royal Arms	8:42	9:42	10:42	11:42	12:12	1:12	2:12	3:12	4:12
6	Gateway Plaza	8:44	9:44	10:44	11:44	12:14	1:14	2:14	3:14	4:14
7	Royal Plaza/Kmart	8:48	9:48	10:48	11:48	12:18	1:18	2:18	3:18	4:18
8	Lester and Mowry Pharmacy	8:54	9:54	10:54	11:54	12:24	1:24	2:24	3:24	4:24
9	S. Royal Ave	8:55	9:55	10:55	11:55	12:25	1:25	2:25	3:25	4:25
10	Court House	8:57	9:57	10:57	11:57	12:27	1:27	2:27	3:27	4:27
11	Visitors Center	9:00	10:00	11:00	12:00	1:30	2:30	3:30	4:30	

Weekdays North Loop

1	Visitors Center	9:00	10:00	11:00	12:00	1:30	2:30	3:30	4:30	
10	Valley Health Urgent Care	9:01	10:01	11:01	12:01	1:31	2:31	3:31	4:31	
12	Government Center	9:03	10:03	11:03	12:03	1:33	2:33	3:33	4:33	
13	Parks Dept/Youth Center	9:05	10:05	11:05	12:05	1:35	2:35	3:35	4:35	
14	Dept. of Social Services	9:06	10:06	11:06	12:06	1:36	2:36	3:36	4:36	
15	Senior Center	9:09	10:09	11:09	12:09	1:39	2:39	3:39	4:39	
16	Warren Men Hospital	9:11	10:11	11:11	12:11	1:41	2:41	3:41	4:41	
17	Old Middle School	9:13	10:13	11:13	12:13	1:43	2:43	3:43	4:43	
18	Family Store	9:16	10:16	11:16	12:16	1:46	2:46	3:46	4:46	
19	Mountain Oaks Apts.	9:18	10:18	11:18	12:18	1:48	2:48	3:48	4:48	
20	Warren Cnty Comm Cntr	9:22	10:22	11:22	12:22	1:52	2:52	3:52	4:52	
21	Randolph Macon Academy	9:25	10:25	11:25	12:25	1:55	2:55	3:55	4:55	
22	Court House	9:27	10:27	11:27	12:27	1:57	2:57	3:57	4:57	
1	Visitors Center	9:30	10:30	11:30	12:30	2:00	3:00	4:00	5:00	5:00

Saturday 30 Minute Route

21	Visitors Center	1:00	1:30	2:00	2:30	3:00	3:30	4:00	4:30	5:00	5:30
1	State Park	1:03	1:33	2:03	2:33	3:03	3:33	4:03	4:33	5:03	5:33
2	Kerfoot and Brown Ave	1:07	1:37	2:07	2:37	3:07	3:37	4:07	4:37	5:07	5:37
3	NW Community Services	1:08	1:38	2:08	2:38	3:08	3:38	4:08	4:38	5:08	5:38
4	Samuels Library/Royal Arms	1:14	1:44	2:14	2:44	3:14	3:44	4:14	4:44	5:14	5:44
5	Gateway Plaza	1:16	1:46	2:16	2:46	3:16	3:46	4:16	4:46	5:16	5:46
6	Royal Plaza/Kmart	1:22	1:52	2:22	2:52	3:22	3:52	4:22	4:52	5:22	5:52
7	Lester and Mowry Pharmacy	1:26	1:56	2:26	2:56	3:26	3:56	4:26	4:56	5:26	5:56
8	S. Royal Ave	1:30	2:00	2:30	3:00	3:30	4:00	4:30	5:00	5:30	6:00
21	Visitors Center	1:00	1:30	2:00	2:30	3:00	3:30	4:00	4:30	5:00	5:30

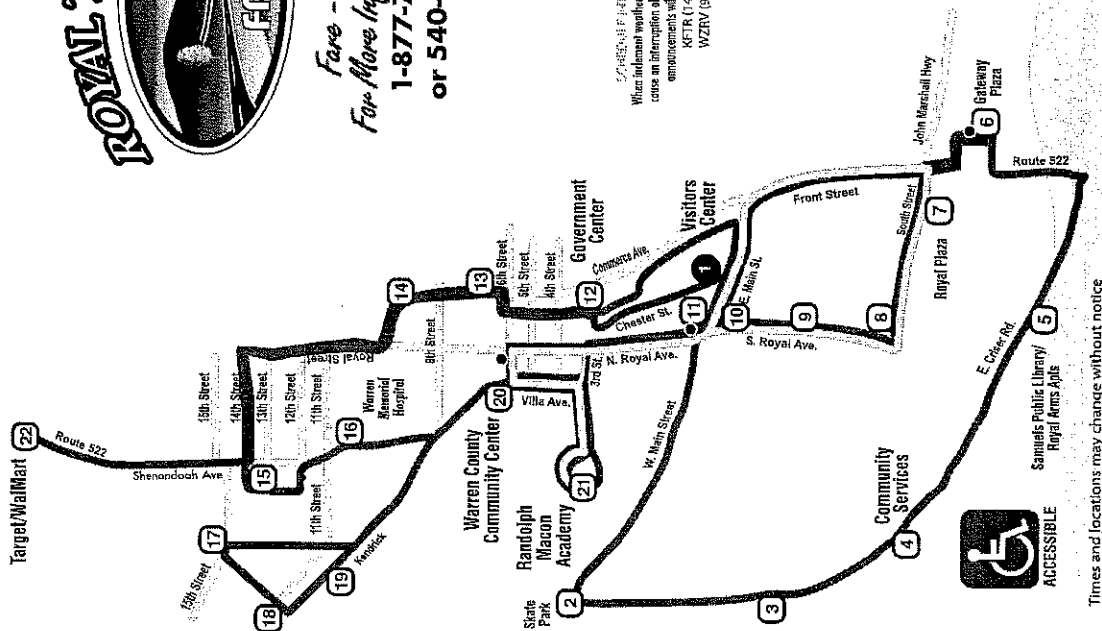
Sunday Randolph Macon Academy Route

21	RMA Circle	1:00	2:00	3:00	4:00	5:00	6:00				
1	Subway	1:03	2:03	3:03	4:03	5:03					
2	Warren Theatre	1:08	2:08	3:08	4:08	5:08					
3	Visitor's Center	1:10	2:10	3:10	4:10	5:10					
4	Bowling Alley	1:16	2:16	3:16	4:16	5:16					
5	Gateway Plaza	1:18	2:18	3:18	4:18	5:18					
6	Royal Plaza	1:22	2:22	3:22	4:22	5:22					
7	Target/Walmart	1:40	2:40	3:40	4:40	5:40					
21	RMA Circle	2:00	3:00	4:00	5:00	6:00					



Fare - 50 Cents
For More Information Call
1-877-777-2708
or 540-341-3464

When inclement weather or other circumstances cause an interruption of service, Public Service announcements will be broadcast on:
KFTR (1450 AM)
WZRV (95.3 FM)



Times and locations may change without notice

Town of Front Royal, Virginia Work Session Agenda Form

Date: June 16, 2014

Agenda Item: DEED OF EASEMENT FOR WATER AND SEWER UTILITIES & ACCESS BETWEEN RSW REGIONAL JAIL AND TOWN OF FRONT ROYAL.

Summary: On April 16, 2013, in settlement of litigation with the RSW Regional Jail over potential discharge of septic effluent from the Regional Jail into an area that could seep into McKay Spring, the Town entered into an "Out-Of-Town Water and Sewage Agreement with RSW Regional Jail (the "Agreement"). A copy of the Agreement is attached. Under the terms of the Agreement, among other things, the Town would provide Town water to the Regional Jail, at 1.375 times the in-Town water and sewer rate for the first 540,000 gallons per 30 day billing cycle; and 2.0 times above the first 540,000 gallons. The Regional Jail agreed to not use any alternative water or sanitary sewer source other than the Town's. The Regional Jail also agreed to convey to the Town all easements in favor of the Town, necessary to perfect in the Town the right to place, maintain, and inspect any lines; meters, and other infrastructure under and across the Regional Jail's property in order to supply and bill the Regional Jail for the utilities.

Attached are two Deeds of Easement, one across the lands of Walker/Brugh, L.L.C., allowing the utility lines to access the Regional Jail property from the south-east, and the other across the Regional Jail property, along with the corresponding preliminary plats, drawn by Marsh & Legge Land Surveyors, P.L.C.

Council Discussion: Council is requested to consider approving these Deeds of Easement in fulfillment of the Agreement with the Regional Jail so as serve the Regional Jail with Town water and sanitary utilities and better preserve the environment in that area.

Staff Evaluation: Approving these Deed of Easement appears to benefit both the Town and the Regional Jail in appropriately serving the Regional Jail, its staff, and its inmates, some of whom will be persons incarcerated as a result of crimes committed within the Town. In addition, this approval is in furtherance of the Agreement previously mentioned, which has the additional benefit of assisting the preservation of the environment, including McKay Spring, a potential future Town public water supply system.

Budget/Funding: Cost of recording the Deeds of Easement and plats. Once the Regional Jail goes on-line housing prisoners, there should be a significant positive financial flow to the Town as a result of the Agreement.

Legal Evaluation: The Deeds of Easement and plats appears to be in proper legal form.

Staff Recommendations: Approval of the Deed of Easement appears to be appropriate.

Planning Commission Recommendation: Not applicable.

Town Manager Recommendation: The Town Manager concurs with recommending that approval of this Deed of Easement is appropriate.

Council Recommendation:

☐ Additional Worksession ☐ Regular Meeting ☐ No Action

This Deed prepared by:
Hefty & Wiley, PC
1001 E. Broad Street
Old City Hall, Suite 230
Richmond, Virginia 23219
A portion of tax map parcel: 04-45D

[This deed is exempt from the recordation taxes imposed by §58.1-801 and §58.1-803
of the Code of Virginia, 1950, pursuant to §58.1-811.]

THIS DEED OF EASEMENT FOR UTILITIES is made and entered into this
____ day of _____, 2014, by and between **RSW REGIONAL JAIL**
AUTHORITY, a political subdivision of the Commonwealth of Virginia, herein referred
to as **GRANTOR**, and the **TOWN OF FRONT ROYAL, VIRGINIA**, a municipal
corporation of the Commonwealth of Virginia, herein referred to as the **GRANTEE**.

W I T N E S S E T H:

THAT FOR AND IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00)
cash in hand paid by the Grantee to the Grantor, receipt whereof is hereby acknowledged,
the Grantor grants and conveys unto the Grantee the following rights in real property
situated in the **NORTH RIVER MAGISTERIAL DISTRICT**, Warren County, Virginia,
to-wit:

TAX MAP 04-45D (Part)

The privilege and easement in perpetuity for rights-of-way to construct, lay,
maintain, repair, inspect, improve, and operate within the easement strips
hereinafter described and referred to, works and systems for the transmission
or distribution of raw or treated water over, upon, across, and under property
of the Grantor, and works and systems for the collection or conveyance of raw
or treated storm water and sewage over, upon, across, and under property of
the Grantor known and designated as "Tax Map 04-45D, RSW Regional Jail
Authority, Inst. 110004570, 27.632 acres" as shown on a plat entitled "Plat
Showing 20' Water Line Easement and 20' Sanitary Sewer Easement Hereby
Created across the land of RSW Regional Jail Authority, Instrument Number
110004570, North River Magisterial District, Warren County, Virginia", dated
April 1, 2014, made by S.W. Marsh, L.S., a copy of which is attached hereto

and made a part hereof as Exhibit A, the said easements being two (2) twenty feet (20') being labeled as L1 and L2 in and adjacent to a 50' right-of-way as shown on the aforesaid plat.

It being the same property consolidated by Grantor as Owner's Confirmation of Plat for the Consolidation of Lots/Acreage dated September 8, 2014, recorded as Instrument number 110004570 in the Clerk's Office of the Circuit Court of Warren County, Virginia.

The further terms and conditions of this grant are as follows:

- (a) That the Grantee may (but is not required to) trim, cut, remove, and keep clear all trees, limbs, undergrowth, and any and all other obstructions, within the said rights-of-way or easement strips, that may in any manner in Grantee's judgment endanger or interfere with the proper and efficient operation of the works and systems therein or thereon and the Grantee shall have all such other rights and privileges as are reasonably necessary or convenient for the full enjoyment and use of the easements herein granted for the aforesaid purpose.
- (b) The granting of the easements hereinafter described neither expressly or impliedly constitutes any payment, nor the waiver of any obligation for the payment, by the Grantor or his successors or assigns, or any cut-in fee or charge, tax, assessment or other charge or obligation whatsoever now due or heretofore due or hereafter to become due and payable to the Grantee or to any person, firm or other corporation whatsoever.
- (c) That Grantee will exercise reasonable care to protect Grantor's property from damage or injury occasioned in the enjoyment of the easements and rights herein granted, and to promptly repair the said property or reimburse the Grantor for any property damaged beyond repair.
- (d) That if Grantee does cut or fell any brush, undergrowth or trees, or should excavations be carried on pursuant to this easement and any large-sized rocks or boulders are unearthed and are not buried in said excavation, such brush, undergrowth, trees, large-sized rocks and boulders shall, at the expense of Grantee be removed from Grantor's property.
- (e) That Grantor shall have no right, title, interest, estate or claim whatsoever in or to any of the lines, pipes, or other equipment and accessories installed by virtue hereof.

Grantor further covenants that it has the right to convey the said easements; that the Grantee shall have quiet and peaceful enjoyment and possession of said easements, and that the Grantor will execute such further assurances of the said grant and easements herein contained as may be requisite.

WITNESS the following signature(s):

RSW REGIONAL JAIL AUTHORITY, a political
subdivision of the Commonwealth of Virginia

By: _____ (SEAL)
Douglas P. Stanley, Chairman

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____ TO-WIT:

I, _____, a Notary Public in and for the Commonwealth of Virginia, at-large, do hereby certify that Douglas P. Stanley, chairman, whose name is signed on behalf of the RSW Regional Jail Authority, to the foregoing Deed of Easement bearing the date of the ____ day of _____, 2014, has this day personally appeared and acknowledged the same before me in my State and in the City/County aforesaid.

Given under my hand this ____ day of _____, 20 ____.

NOTARY PUBLIC

My commission expires _____.

Certificate # _____

The foregoing conveyance is hereby accepted by the Town of Front Royal, Virginia, as evidenced by the signature of the undersigned, who is authorized to accept this

conveyance on behalf of the County, as evidenced by a Resolution or Motion adopted by the Town Council of the Town of Front Royal, Virginia.

WITNESS the following signature:

TOWN OF FRONT ROYAL, VIRGINIA

BY: _____
Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry
Clerk of Council

**COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:**

I, _____, a Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that Timothy W. Darr, Mayor and Jennifer E. Berry, Clerk, whose names are signed on behalf of the Town of Front Royal, Virginia, to the foregoing Deed of Easement bearing the date of the ____ day of _____, 2014, have each this day personally appeared and acknowledged the same before me in my State and in the County aforesaid.

Given under my hand this ____ day of _____, 20____.

NOTARY PUBLIC

My commission expires _____.

Certificate # _____

APPROVED AS TO FORM:

Douglas W. Napier, Town Attorney

DATE: ____ / ____ / ____

This Deed prepared by:
Hefty & Wiley, PC
1001 E. Broad Street
Old City Hall, Suite 230
Richmond, Virginia 23219
A portion of tax map parcel: 05-11

[This deed is exempt from the recordation taxes imposed by §58.1-801 and §58.1-803
of the Code of Virginia, 1950, pursuant to §58.1-811.]

THIS DEED OF EASEMENT FOR UTILITIES is made and entered into this
_____ day of _____, 2014, by and between **WALKER/BRUGH, L.L.C., a**
Virginia limited liability company, herein referred to as **GRANTOR**, and the **TOWN**
OF FRONT ROYAL, VIRGINIA, a municipal corporation of the Commonwealth of
Virginia, herein referred to as the **GRANTEE**.

W I T N E S S E T H:

THAT FOR AND IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00)
cash in hand paid by the Grantee to the Grantor, receipt whereof is hereby acknowledged,
the Grantor grants and conveys unto the Grantee the following rights in real property
situated in the **NORTH RIVER MAGISTERIAL DISTRICT**, Warren County, Virginia,
to-wit:

TAX MAP 05-11 (Part)

The privilege and easement in perpetuity for rights-of-way to construct, lay,
maintain, repair, inspect, improve, and operate within the easement strips
hereinafter described and referred to, works and systems for the transmission
or distribution of raw or treated water over, upon, across, and under property
of the Grantor, and works and systems for the collection or conveyance of raw
or treated storm water and sewage over, upon, across, and under property of
the Grantor known and designated as "Tax Map 05-11, Walker/Brugh, L.L.C.,
Inst. 040006720" as shown on a plat entitled "Plat Showing 20' Water Line
Easement and 20' Sanitary Sewer Easement Hereby Created across the land of
Walker/Brugh, L.L.C., Instrument Number 040006720, North River
Magisterial District, Warren County, Virginia", dated April 4, 2014, made by
S.W. Marsh, L.S., a copy of which is attached hereto and made a part hereof

as Exhibit A, the said easements being two (2) twenty feet (20') being labeled as L1 and L2 in and adjacent to a 50' right-of-way as shown on the aforesaid plat.

It being the same property conveyed unto the Grantor by Deed dated June 21, 2004, from Paul E. Mullins and Wilhelminia Mullins, recorded as Instrument number 040006720 in the Clerk's Office of the Circuit Court of Warren County, Virginia.

The further terms and conditions of this grant are as follows:

(a) That the Grantee may (but is not required to) trim, cut, remove, and keep clear all trees, limbs, undergrowth, and any and all other obstructions, within the said rights-of-way or easement strips, that may in any manner in Grantee's judgment endanger or interfere with the proper and efficient operation of the works and systems therein or thereon and the Grantee shall have all such other rights and privileges as are reasonably necessary or convenient for the full enjoyment and use of the easements herein granted for the aforesaid purpose.

(b) The granting of the easements hereinafter described neither expressly or impliedly constitutes any payment, nor the waiver of any obligation for the payment, by the Grantor or his successors or assigns, or any cut-in fee or charge, tax, assessment or other charge or obligation whatsoever now due or heretofore due or hereafter to become due and payable to the Grantee or to any person, firm or other corporation whatsoever.

(c) That Grantee will exercise reasonable care to protect Grantor's property from damage or injury occasioned in the enjoyment of the easements and rights herein granted, and to promptly repair the said property or reimburse the Grantor for any property damaged beyond repair.

(d) That if Grantee does cut or fell any brush, undergrowth or trees, or should excavations be carried on pursuant to this easement and any large-sized rocks or boulders are unearthed and are not buried in said excavation, such brush, undergrowth, trees, large-sized rocks and boulders shall, at the expense of Grantee be removed from Grantor's property.

(e) That Grantor shall have no right, title, interest, estate or claim whatsoever in or to any of the lines, pipes, or other equipment and accessories installed by virtue hereof.

Grantor further covenants that it has the right to convey the said easements; that the Grantee shall have quiet and peaceful enjoyment and possession of said easements, and that the Grantor will execute such further assurances of the said grant and easements herein contained as may be requisite.

WITNESS the following signature(s):

WALKER/BRUGH, L.L.C., a Virginia
limited liability company

By: _____ (SEAL)
Peter V. Walker, Member

By: _____ (SEAL)
J. Franklin Brugh, Member

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____ TO-WIT:

I, _____, a Notary Public in and for the Commonwealth of Virginia, at-large, do hereby certify that Peter V. Walker, Member, whose name is signed on behalf of Walker/Brugh, L.L.C., to the foregoing Deed of Easement bearing the date of the ____ day of _____, 2014, has this day personally appeared and acknowledged the same before me in my State and in the City/County aforesaid.

Given under my hand this ____ day of _____, 20____.

NOTARY PUBLIC

My commission expires _____.

Certificate # _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____ TO-WIT:

I, _____, a Notary Public in and for the Commonwealth of Virginia, at-large, do hereby certify that J. Franklin Brugh, Member, whose name is signed on behalf of Walker/Brugh, L.L.C., to the foregoing Deed of Easement bearing the date of the ____ day of _____, 2014, has this day personally appeared and acknowledged the same before me in my State and in the City/County aforesaid.

Given under my hand this ____ day of _____, 20____.

NOTARY PUBLIC

My commission expires _____.

Certificate # _____

The foregoing conveyance is hereby accepted by the Town of Front Royal, Virginia, as evidenced by the signature of the undersigned, who is authorized to accept this conveyance on behalf of the County, as evidenced by a Resolution or Motion adopted by the Town Council of the Town of Front Royal, Virginia.

WITNESS the following signature:

TOWN OF FRONT ROYAL, VIRGINIA

BY: _____
Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry
Clerk of Council

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

I, _____, a Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that Timothy W. Darr, Mayor and Jennifer E. Berry, Clerk, whose names are signed on behalf of the Town of Front Royal,

Virginia, to the foregoing Deed of Easement bearing the date of the ____ day of _____, 2014, have each this day personally appeared and acknowledged the same before me in my State and in the County aforesaid.

Given under my hand this ____ day of _____, 20____.

NOTARY PUBLIC

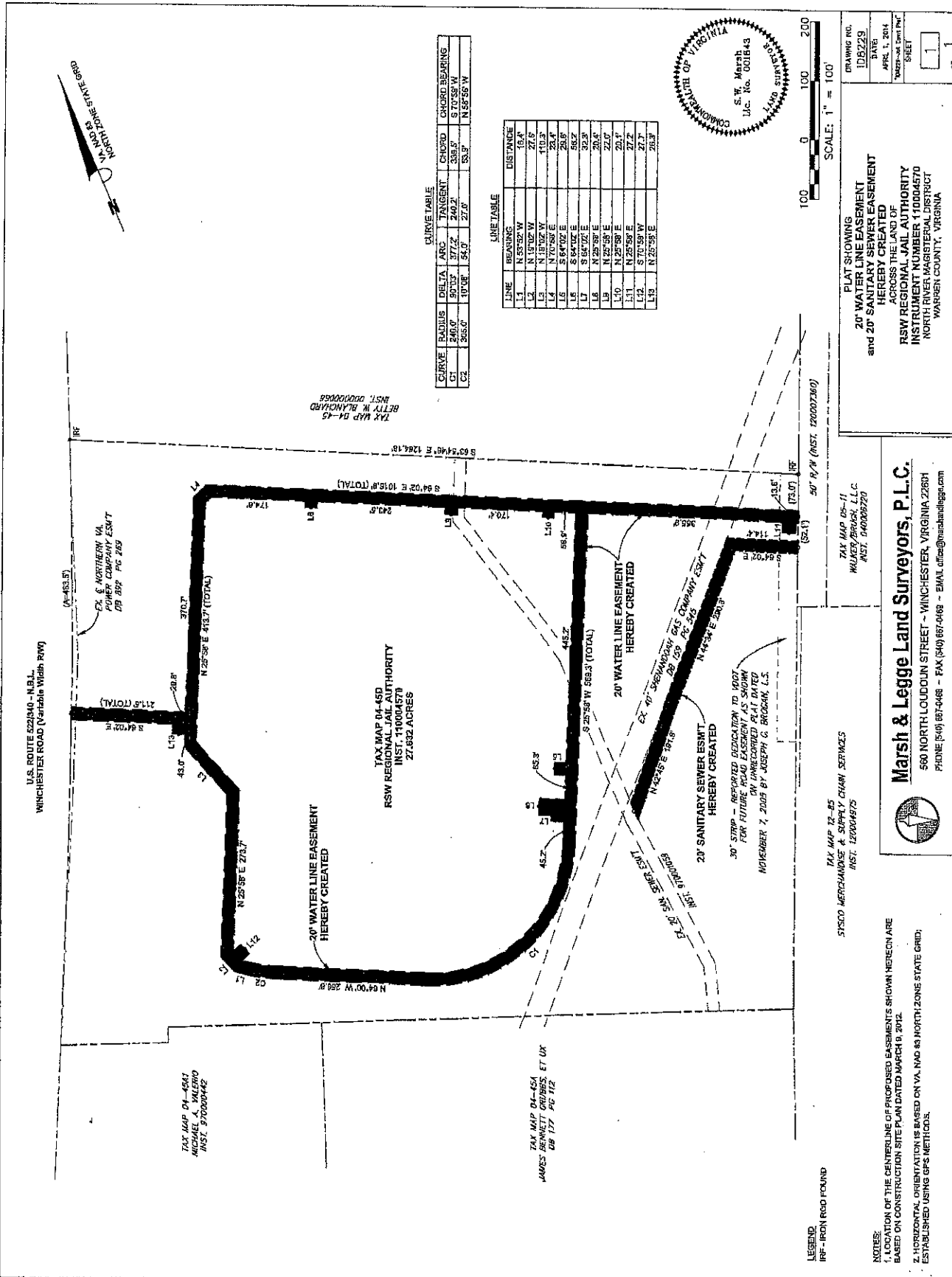
My commission expires _____.

Certificate # _____

APPROVED AS TO FORM:

Douglas W. Napier, Town Attorney

DATE: ____ / ____ / ____

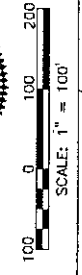
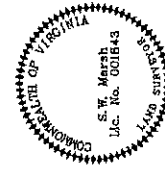


CURVE TABLE

CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
C1	240.0'	50°03'	377.2'	240.2'	339.5'	S 70°58' W
C2	365.0'	19°08'	94.0'	27.0'	93.3'	N 85°55' W

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 35°32' W	15.4'
L2	N 13°02' W	27.9'
L3	N 85°47' W	10.2'
L4	N 70°58' E	30.2'
L5	S 84°02' E	20.0'
L6	S 84°02' E	56.2'
L7	S 64°02' E	32.3'
L8	N 25°58' E	20.4'
L9	N 25°58' E	22.0'
L10	N 25°58' E	20.4'
L11	N 25°58' E	27.2'
L12	S 70°58' W	27.7'
L13	N 25°58' E	26.3'



PLAT SHOWING
20' WATER LINE EASEMENT
and 20' SANITARY SEWER EASEMENT
HEREBY CREATED
ACROSS THE LAND OF
RSW REGIONAL JAIL AUTHORITY
INSTRUMENT NUMBER 110004570
NORTH RIVER MAGISTERIAL DISTRICT
WARREN COUNTY, VIRGINIA

TAX MAP 04-11
MULKEY/BRUSH, L.L.C.
INST. 04000220

Marsh & Legge Land Surveyors, P.L.C.
560 NORTH LOUDOUN STREET - WINCHESTER, VIRGINIA 22601
PHONE (540) 867-0468 - FAX (540) 867-0468 - EMAIL office@marshandlegge.com

TAX MAP 12-85
SYSCO MERCHANDISE & SUPPLY CHAIN SERVICES
INST. 120004975

TAX MAP 04-65A
MICHAEL A. VALERIO
INST. 970000442

TAX MAP 04-65A
JAMES B. WILSON ET UX
INST. 08 117 PG 112

NOTES:
1. LOCATION OF THE CENTERLINE OF PROPOSED EASEMENTS SHOWN HEREON ARE
BASED ON CONSTRUCTION SITE PLAN DATED MARCH 6, 2012.
2. HORIZONTAL ORIENTATION IS BASED ON VA MAG 43 NORTH ZONE STATE GRID;
ESTABLISHED USING GPS METHODS.

U.S. ROUTE 522(340) - N.B.L.
WINCHESTER ROAD (Variable Width RW)

EX. E. NORTHERN VA
POWER COMPANY ESM/T
DB 800 PG 269

TAX MAP 04-45
BETTY W. BLANCHARD
INST. 00000066

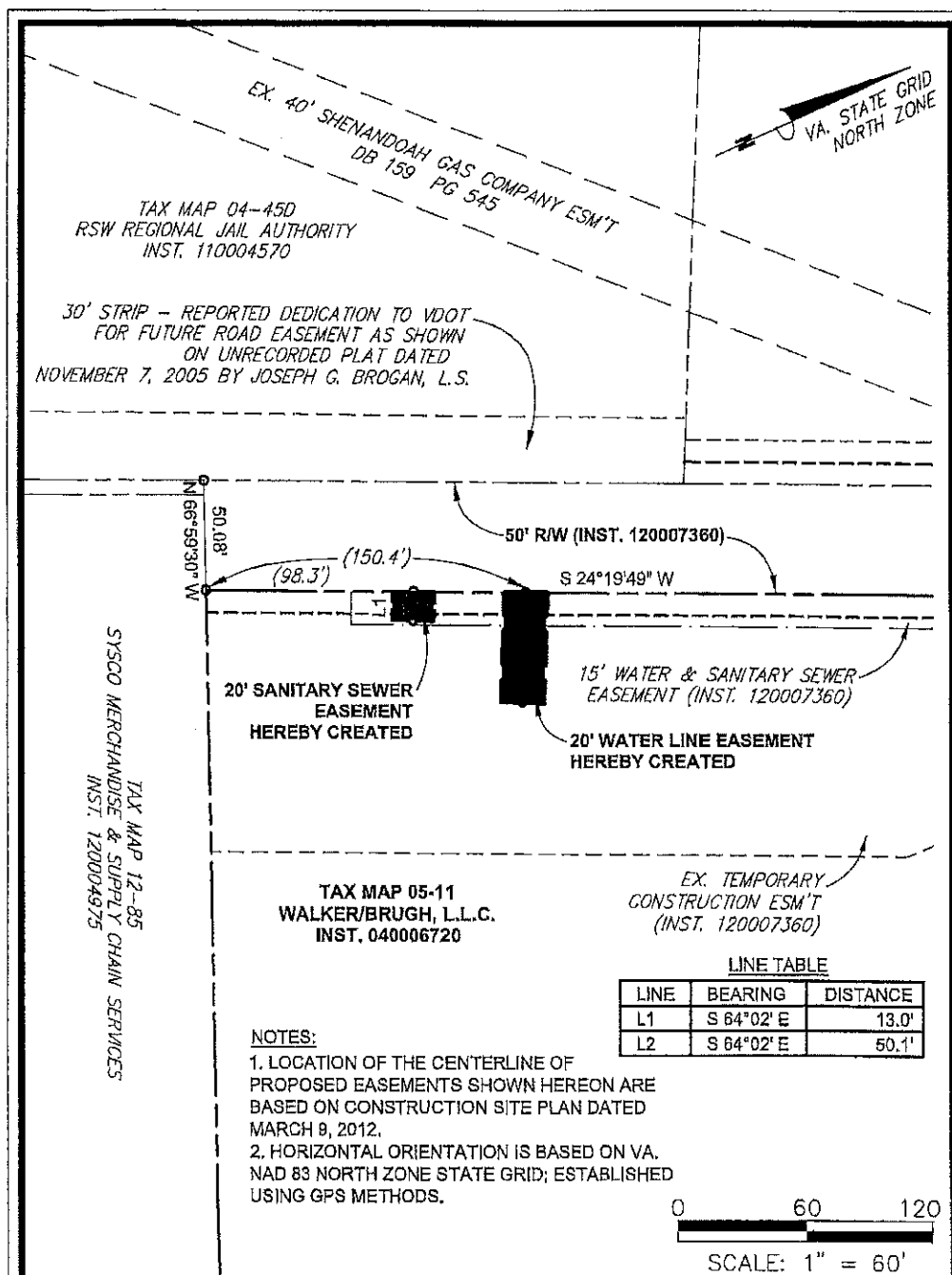
TAX MAP 04-45D
RSW REGIONAL JAIL AUTHORITY
INST. 110004570
27.882 ACRES

TAX MAP 04-65A
JAMES B. WILSON ET UX
INST. 08 117 PG 112

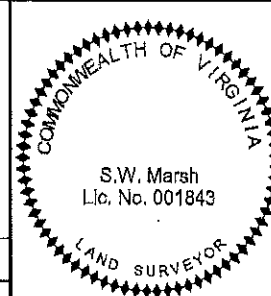
EX. 40' SPOONMAN/DAVIS COMPANY ESM/T
DB 159 PG 543
N 45°34' E 280.3'

30' STRIP - REPORTED DEDICATION TO 100'
FOR FUTURE WATER EASEMENT AS SHOWN
ON CONSTRUCTION SITE PLAN DATED
NOVEMBER 7, 2008 BY JOSEPH G. BROCKMAN, L.S.

LEGEND
REF - IRON ROD FOUND



PLAT SHOWING
**20' WATER LINE EASEMENT
and 20' SANITARY SEWER EASEMENT
HEREBY CREATED**
ACROSS THE LAND OF
WALKER/BRUGH, L.L.C.
INSTRUMENT NUMBER 040006720
NORTH RIVER MAGISTERIAL DISTRICT WARREN COUNTY, VIRGINIA



DATE: 04/04/2014 SCALE: 1"=60' SHEET 1 OF 1



Marsh & Legge Land Surveyors, P.L.C.

560 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601

PHONE (540) 667-0468 ~ FAX (540) 667-0469 ~ EMAIL office@marshandlegge.com

DRAWN BY: CAJ

DWG NAME: ID8228-WalkerBrugh

**TOWN OF FRONT ROYAL, VIRGINIA
OUT-OF-TOWN WATER AND SEWAGE SERVICE AGREEMENT**

This Out-of-Town Water and Sewage Service Agreement ("Agreement"), is made this 16th day of April, 2013, by and between the **Town of Front Royal, Virginia** ("Town") and **RSW Regional Jail Authority** ("the Authority"), owner of property commonly known as RSW Regional Jail or the Regional Jail, located at 6601 Winchester Road, Front Royal, Virginia in the County of Warren, Virginia, ("Regional Jail" or "Property", as appropriate to the context).

WHEREAS, the Town is authorized, pursuant to §§15.2-2119 and 15.2-2143 of the Code of Virginia, to operate water supply and sanitary sewage systems and services outside of its boundaries, with the concurrence of the affected County, and to contract for the use of such systems and services; and

WHEREAS, the Town does operate water supply and sanitary sewage systems and services outside of its boundaries and the Authority is desirous of contracting with the Town for the Town to supply certain water supply and sanitary sewage services ("Services") to the Regional Jail, which is located outside of the Town's boundaries; and

WHEREAS, the Authority is desirous of obtaining the Services from the Town to its Property via connection to the Town's service mains ("service location"), and of entering into an agreement containing the terms and conditions for the supplying of Services which satisfies the contract requirements of §134.31 of the Code of the Town of Front Royal, Virginia.

NOW THEREFORE, in consideration of creating a service location for the Authority, and of providing Services to Regional Jail and/or such other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree to the following, which shall be binding upon the Authority, the Town and their successors in interest, lessees, and assigns:

1. PROVISION OF UTILITY SERVICES

The Town will provide the Services to the Regional Jail on the terms and conditions as hereinafter set forth. The Town agrees to provide the Services in compliance with all applicable federal, state and local laws and regulations.

2. WATER AND SEWAGE METERS

Prior to occupancy of the Regional Jail by prisoners, the Authority will cause to be installed, at its expense, a remote-read water meter and a remote-read sanitary sewage meter, which meters will be equipment meeting Town standards and approved by the Town in advance of installation; which meters will be maintained by the Authority to the standards of the Town; and which meters will be calibrated not less than annually to the standards of the Town with a copy of such calibration results to be provided to the Town. It shall be the duty of each party to notify the other in the event that either is aware that any meter is registering inaccurately or malfunctioning, so that any such meter can be promptly tested and repaired or replaced. If a meter is found to be inoperable then the volume of water supplied or wastewater discharged shall

be estimated by the Town based on the best information available. All Town standards shall be reasonable municipal water and sanitary sewage standards as to equipment, maintenance, and calibration. Installation of the water meter and the sewage meter shall be in such locations as to be reasonably accessible to Town employees or others for maintenance or repair when such is unable to be performed by the Authority.

3. INSPECTION OF PREMISES

The parties agree that the Town may inspect any or all of the water and sanitary sewage system on the Property at reasonable times upon the giving of reasonable notice under the circumstances, it being understood and agreed that this being a jail it may be necessary or advisable for the Authority or the Town to provide the Town's employees, agents and officers with appropriate security or law enforcement personnel while such inspections are being conducted.

4. RAINWATER REUSE SYSTEM AND OTHER FACILITIES

A. **Rainwater Reuse System.** The parties agree that the Authority may discharge wastewater associated with the installation and operation of a rainwater reuse system on the Property to the Town's sanitary sewage system, provided (a) that the system is designed as a water efficiency measure that contributes to the Leadership in Energy and Environmental Design ("LEED") initiative; (b) that the rainwater reuse system is installed and operated in accordance with all applicable federal and state laws, regulations, orders, ordinances, policies and procedures, and (c) that the rainwater reuse water supply piping shall not be connected to any potable waterlines unless a cross connection prevention system, compliant with all applicable laws, regulations, orders, ordinances, policies, and procedures, approved by the Town Manager, or designee, and the Building Inspector, is implemented to ensure public safety for the domestic water supply. Rates and charges hereunder for sewage service shall include all wastewater discharged from the Regional Jail to the Town's sewage system including wastewater associated in any manner with use of the rainwater reuse system. In the event that Town Council does not pass an ordinance allowing the receipt of rainwater from the Regional Jail into the Town's sanitary sewer system in a manner consistent with this Section within one hundred twenty (120) days from the date of this Agreement, the Authority shall have the right to terminate this Agreement with no obligation being owed to the Town.

B. **No Other Water or Sewer Facilities.** Except as provided in subsection 4.A. above, the Authority agrees not to (1) develop or obtain an alternative water supply, whether from an onsite or offsite source, (2) discharge wastewater, whether onsite or offsite, from or to any facility or system other than the Town's sanitary sewer system, and (3) apply for or obtain any necessary federal, state or local permits for an alternative water supply or wastewater treatment or discharge during the term of this Agreement, provided that the Town is able to supply the Services to the Authority in a manner and amount that meets the needs of the Authority. Notwithstanding the above, the Authority may use water from the existing wells on the Property for landscape irrigation and HVAC cooling, which water will not be discharged into the Town's wastewater system. Within 10 days of the execution of this Agreement and the adoption of the ordinance referred to in section 4. A. above regarding acceptance of rainwater

from the Regional Jail into the Town's sanitary sewer system, the Authority shall request in writing to the Virginia Department of Environmental Quality ("DEQ") that it terminate the Authority's Virginia Pollutant Discharge Elimination System Permit (VPDES Permit No. VA0092703) on an expedited basis pursuant to 9 VAC 25-31-370 and -410. The Authority shall promptly notify the Town of DEQ's termination of the permit. Within 10 days of such notification, the Town shall notify the Circuit Court for Warren County and move that its appeal in *Town of Front Royal v. State Water Control Board et al.* be dismissed as moot. The parties shall cooperate with each other and with the State Water Control Board and DEQ to take all reasonable and necessary actions to complete the termination of such permit and the litigation challenging such permit.

5. COMMENCEMENT OF SERVICES, SERVICE ACCOUNT AND DEPOSIT

A. **Commencement of Services.** The Town's obligation to provide the Services will become effective upon the payment by the Authority of the connection fees for both water in the amount of \$428,781.00 and wastewater in the amount of \$933,125.00 as the Authority's general contractor needs access to both systems during construction. During construction, the payment for the Services will be the obligation of the Authority's general contractor, and not the Authority, but will be at the rates set forth in this Agreement.

B. **Account.** Upon execution of this Agreement and issuance of the Certificates of Occupancy, the Town's Department of Finance will open a service billing account ("Account") for the Authority's service location and shall bill the Authority for usage of Services supplied to the Property's service location as determined by metering pursuant to Section 1 above and rates pursuant to Section 7 below and any applicable fees.

C. **Deposit Amount.** The Authority shall pay to Town a deposit ("deposit") in an amount of One Hundred Dollars (\$100.00) so that the Town Department of Finance can establish an account to fund said Account in order to pay to the Authority any rebates, if any, as hereinafter set forth. Payment of the deposit is due upon the execution of this Agreement.

6. COMPLIANCE WITH LAW

The Authority agrees to comply with all applicable ordinances of Town concerning the Services, including, but not limited to, any standards for the pretreatment and discharge of wastewater to the sanitary sewage system required by state or federal law.

7. OUT-OF-TOWN RATES AND FEES

A. **Monthly Billing and Payment.** Subject to the annual true-up process established in subsection 7.B. below, monthly billing and payment shall be as follows. The Authority will pay to the Town for the first 540,000 gallons of water supplied by the Town and for the first 540,000 gallons of sewage discharged by the Authority per 30 day billing cycle (equivalent to 18,000 gallons per day), each at 1.375 times the in-Town residential water and sewer rates, respectively. The Authority will pay to the Town for water supplied and sewage discharged in excess of 540,000 gallons per 30 day billing cycle at 2.0 times the in-Town water and sewer

rates, respectively. The Town shall bill the Authority at the end of each 30 day billing cycle for the Authority's supply and discharge, respectively, during that immediately preceding 30 day billing cycle, and the Authority shall timely pay such bill to the Town.

B. Annual True-Up. At the end of each calendar year, the volume of water supplied to, and the volume of sewage discharged from, the Regional Jail for that calendar year shall each be calculated. The Authority shall receive a credit when all of the following conditions occur within a calendar year: (1) the Authority consumes water or discharges sewage in excess of 540,000 gallons during any 30 day billing period, (2) the Authority consequently pays the Town 2.0 times the In-Town rate for such excess, and (3) the Authority consumes water or discharges sewage less than 6,480,000 gallons during the entire calendar year. The water and sewage credits, respectively, shall be calculated based on the difference between 2.0 times the In-Town rate and 1.375 times the In-Town rate per gallon, as shown in the examples in Appendix A. If the initial year of operation of the Jail after inmates are housed at the Jail is a partial year, the annual amount of 6,480,000 gallons shall be prorated accordingly for purposes of determining whether the Authority is eligible to receive a credit and for calculating the credit amount. The Town shall apply the credit to the next monthly bill following determination of the credit and, if the amount of the credit exceeds the next monthly billing amount, successive bills until the entire credit is applied to the Authority's benefit.

C. In-Town Rates. For the purpose of subsection 8.A. above, the in-Town water and sewer rates shall be the in-Town residential water and sewer rates then in effect during each monthly billing cycle, it being understood and agreed by the parties that the Town Council may from time to time, in its sole discretion, establish new or revised in-Town rates and that such new or revised in-Town rates shall provide the basis for calculating amounts billed hereunder.

D. Term. These rates shall remain in effect for a period of Sixty (60) years from the date of execution of this Agreement. Following the Sixty (60) year period, a usage and rate agreement may be renegotiated by mutual agreement of the parties.

8. VERIFICATION OF FEES

For three years following the end of any given calendar year, the Authority shall keep sufficient records to enable the Town to verify the accuracy of statements submitted by the Authority and the correctness of rates and fees under this Agreement. The Town understands that the Authority cannot accurately measure the amount of rainwater used by the Authority. All such records, books of account and other information required to be kept by any regulating authority of the Authority ("Records") shall be open to inspection and examination by the Town at reasonable times and places upon the giving of reasonable notice in order to allow the Town to determine compliance with the terms of this Agreement. The Town shall provide the Authority with the option of having such audit conducted in a local office of the Authority where its Records are maintained. In the event the Records are maintained outside Warren County, copies of the Records shall be sent to such office of the Town as reasonably demanded by the Town.

9. PAYMENTS

A. **Due Date – Interest, Fees and Charges.** The Authority shall pay for Services provided by Town. All payments on Accounts shall be due at Town's Department of Finance by the close of business within twenty (20) days of the date of billing. Accounts for which full payment is not received within twenty (20) days are delinquent. The Director of Finance shall notify the Authority in writing of all such delinquencies. A late charge of 2% of the delinquent bill shall be charged to the delinquent Account. If the Account remains delinquent for thirty (30) days after the original notice, an additional service charge of \$20.00 shall be charged to the Account and interest shall commence accruing at the rate of interest permitted on omitted taxes and assessments under the "Underpayment Rate" established pursuant to § 6621 (a) (2) of the Internal Revenue Code plus two percent. The Director of Finance may issue a service termination notice on Accounts delinquent for more than thirty (30) days. Finally, a service charge will be required to reconnect services on an Account that has had Services terminated for non-payment. If the reconnection occurs during normal business hours, the reconnection fee shall be \$50.00. All other times, the reconnection fee shall be \$100.00.

B. **Place of Payment.** Payments shall be made by: (1) mail to Department of Finance, Front Royal Administration Building 102 East Main Street, P.O. Box 1560, Front Royal, Virginia 22630, (2) deposit at the deposit box in the back of the Front Royal Administration Building, (3) delivery in person at the Front Royal Administration Building, or (4) delivery to a designated bank.

C. **Allocation of Payments.** The Authority recognizes and accepts that during a delinquency in the payment for services, any subsequent payment received will be applied first against the most delinquent Account balance.

10. **TERMINATION OF SERVICES FOR BREACH OR FAILURE TO PAY**

A. **Grounds for Termination of Service.** Services may be terminated for the Authority's failure to comply with any of the terms of this Agreement including failure to pay for services as agreed herein.

B. **Notice.** The Town's Director of Finance, or designee, will notify Regional Jail at Regional Jail's billing address, the Chairman of the Authority and the county administrators of the three counties, in writing, of all delinquencies, failures to comply with the terms of this Agreement, imminent service termination, and the right to contest as set forth below. The foregoing notwithstanding, the Town reserves the right to terminate Services as provided by §134-43, or its successor enactment, of the Code of the Town of Front Royal, Virginia. Notice of imminent service termination may be posted on the door of the premise at the service location with the delinquent Account, as long as a copy is mailed to the Chairman of the Authority and the county administrators of the three counties.

C. **Contest.** The Authority may contest the bill or notice of failure to comply with this Agreement by contacting the Town's Director of Finance who will schedule a hearing on the Authority's contest within a reasonable time not to exceed twenty one (21) days. However, if the Authority contests only a portion of its bill, the uncontested portion shall be paid prior to the filing of any contest.

D. Disconnection of Service. If the status of the delinquent Account is not contested by the Authority in the appropriate manner prior to termination of Services, and if arrearages or non-compliance remain thirty (30) days after the date of the aforementioned notices, Services may be terminated. Notwithstanding the foregoing, no Services shall be terminated prior to the date set by the Town for a contest hearing.

E. Conditions for Reconnection of Service. Once terminated, Services shall not be restored to the Authority until the outstanding balance (service fee(s), penalty, interest and reconnection fee(s)) for that service location is paid in full, unless the Town's Director of Finance has approved other arrangements for payment in full.

11. RETURNED CHECK POLICY

If a check for payment on the Account is returned to the Town by its bank unpaid for any reason, the Director of Finance shall notify the Authority in the same manner as provided above. Unless payment in full, plus a \$35.00 returned check service charge, is received by the Director of Finance by the close of business three days after the date of the notice, in addition to any rights allowed under State law, Services to the Authority's service location shall be terminated. If the Authority presents the Town with more than two (2) returned checks during any twelve (12) month period, payment by check, other than in the form of cashier's check or certified check, will no longer be accepted.

12. USE, INSTALLATION, AND INSPECTIONS

The Authority further agrees to the following conditions: (1) The Authority shall extend service via mains and/or laterals from the Town's existing mains, with no new main construction required by the Town; (2) Extension of mains and the easements necessary for their installation and maintenance may be required to be dedicated and conveyed to the Town, and such facilities and real property interests shall be accepted into the Town's system when they meet such standards and requirements as the Town may determine; (3) The Authority shall secure any necessary easement(s) for extension of laterals, with the easement(s) to include a clause allowing the Town to inspect the lines as required to ensure proper maintenance; (4) All construction must meet the Town's water and/or sewer construction standards; (5) The Authority bears the total cost of all extensions; and (6) If The Authority violates any of these conditions, the Town may terminate Services after written notice to the Authority. The Authority may contest the Town's Notice of Default by contacting in writing the Town Manager within five (5) business days of the notice, setting forth in writing the Authority's basis for contesting said Notice of default. The Town Manager will forthwith schedule a hearing on the Authority's claim that it is not in default. If the Authority's challenge is not successful, Services may be terminated.

13. RIGHTS OF WAY / EASEMENTS

Without limiting the requirements of Section 12, the Authority agrees to obtain, execute and convey, upon request of Town, any and all rights of way and/or easements in favor of Town, in recordable form, necessary to perfect in Town the right to place, maintain and inspect any

mains, laterals, lines, pipes, valves, meters and other infrastructure over, under and/or across the Property necessary to supply and bill for water and sanitary sewage services to the Authority. The Authority agrees to pay the filing fee(s) for the recordation of any such rights of way and/or easements in the Circuit Court for Warren County.

14. MISCELLANEOUS PROVISIONS

A. **Integration.** This Agreement contains all commitments and agreements of the parties with respect to the subject matter of this agreement, and no verbal or written commitments other than this agreement shall have any force or effect regarding the subject matter hereof.

B. **Amendment.** This Agreement shall be amended only by a writing signed by both parties.

C. **Assignment.** This Agreement may not be assigned by the Authority without the written consent of the Town. The Authority may not sell water supplied under this Agreement to a third party, nor shall the Authority discharge wastewater from a third party to the Town's sewer system.

D. **Interpretation.** This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia and shall be interpreted as if it were mutually drafted by the parties.

E. **Force Majeure.** The Town's obligations to provide the Services shall be excused during the events or conditions beyond its reasonable control, including but not limited to facility or equipment failures, power failures, acts or omissions of third parties, strikes, lockouts, acts of a public enemy, wars, blockades, insurrections, riots, acts of terrorism, drought, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, acts of God, civil disturbances, explosions, contamination, and for any other condition for which the Town is not legally responsible when serving Town residents.

F. **Termination Due to Unenforceability.** In the event that, by act of the Virginia General Assembly or the final decision of any court of competent jurisdiction following any appeals, any of the provisions of this Agreement is finally determined to be illegal, ultra vires or unenforceable, the parties to this Agreement further agree that the Town may immediately terminate Services to the Regional Jail without cost or liability.

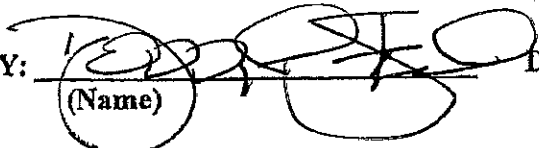
G. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties further agree that a facsimile or scanned signature may substitute for and have the same legal effect as an original signature, and that any copy of this executed agreement made by photocopy, facsimile, or scanner shall be considered an original.

H. **Further Representations of Authority.** By signing below, the Authority represents and certifies that that the Authority is the owner of the Property to which this

Agreement relates, that the Authority agrees to comply fully with the terms of this Agreement, and that the individual executing this Agreement on behalf of the Authority is an authorized signatory hereto.

I. No Separate Cost to Town For Costs of Town Prisoners. During the life of this Agreement, the parties agree the Town shall not be liable to the Authority for the costs of guarding, feeding, clothing, caring for and furnishing medicine and medical attention for prisoners held in the Authority's facilities on behalf of the Town.

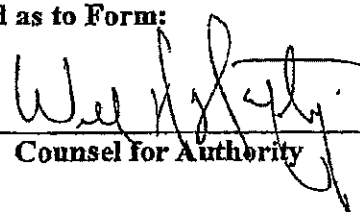
RSW REGIONAL JAIL AUTHORITY:

BY:  DATE: April 16, 2013
(Name)

Chairman

(Title)

Approved as to Form:

By: 

Counsel for Authority

[REST OF PAGE INTENTIONALLY LEFT BLANK]

TOWN OF FRONT ROYAL, VIRGINIA

BY: SEMBel
Town Manager

DATE: 4/16/13

APPROVED:

T. W. Darr
Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry
Jennifer E. Berry, Clerk of Council

Approved as to Form:

By: D. W. Darr
Town Attorney

APPENDIX A **SECTION 7.B. ANNUAL TRUE-UP CALCULATION ILLUSTRATION**

Example Determination of Rate for Credit Calculation

Assume In-Town Rate = \$11.27 / 1,000 gal

1.375 Times In-Town Rate = \$ 15.50 / 1,000 gal

2.0 Times In-Town Rate = \$22.54 / 1,000 gal

Rate for Credit Calculation = \$22.54 - \$15.50 = \$7.04 / 1,000 gal

Example Determination of Volume Basis for Credit Calculation & Credit Amount

<i>Volume Paid @ 2.0 Times In-Town Rate (gal/yr)</i>	<i>Volume Consumed (or Discharged) (gal/yr)</i>	<i>Volume Consumed (or Discharged) Less Than 6,480,000 gal/yr</i>	<i>Volume Basis for Credit Calculation (gal)</i>	<i>Credit Amount (\$7.04 per 1,000 gal)</i>
200,000	7,000,000	0	0	0
200,000	6,480,000	0	0	0
200,000	6,450,000	30,000	30,000	\$211.20
200,000	6,280,000	200,000	200,000	\$1,408.00
200,000	5,800,000	680,000	200,000	\$1,408.00
		680,000		\$2,816.00
400,000			400,000	
	5,800,000			



Item No. 8

Town of Front Royal, Virginia Work Session Agenda Form

Date: June 16, 2014

Agenda Item: Planning Commission Terms Expire

Summary: Two members of the Front Royal Planning Commission terms will expire August 31, 2014 (David E. Gushee and Douglas L. Jones). Mr. Jones would like to be reconsidered for re-appointment. Mr. Gushee does not want to be reconsidered for re-appointment. Terms on the Planning Commission are 4-year terms.

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)

Work Session