



TOWN OF FRONT ROYAL, VIRGINIA TOWN COUNCIL MEETING

Monday, June 23, 2014

Warren County Government Center

1. Pledge of Allegiance
 2. Moment of Silence
 3. Roll Call
 4. Approval of the Regular Council Meeting minutes of June 9, 2014.
 5. Receipt of Petitions and/or Correspondence from the Public
 6. Reports:
 - a. Report of special committees or Town officials and Town Manager.
 1. Report from EDA Executive Director Jennifer McDonald
 2. Report from Warren County Administrator Doug Stanley
 - b. Requests and inquiries of Council members.
 - c. Report of the Mayor
 - d. Proposals for addition/deletion of items to the Agenda.
 - *7. **CONSENT AGENDA ITEMS – (ROLL CALL VOTE REQUIRED)**
 - A. COUNCIL APPROVAL – Bid – UV Disinfection Equipment for Water Treatment Plant
 - B. COUNCIL APPROVAL – Bid – Chemicals for Water Treatment Plant
 - C. COUNCIL APPROVAL – Bid – Chemicals for Wastewater Treatment Plant
 - D. COUNCIL APPROVAL – Bid – Various Grades of Stone for FY15
 - E. COUNCIL APPROVAL – Bid – Various Grades of Asphalt for FY14
 - F. COUNCIL APPROVAL – Deed of Easement - Bedford Drive Curb and Gutter Installation
 - G. COUNCIL APPROVAL – Deeds of Easement for Acceptance of Water and Sewer Facilities for the RSW Regional Jail.
- *The nature of a consent agenda is such that discussion of individual items does not occur.*
8. **PUBLIC HEARING** – Ordinance to Amend Town Code Pertaining to Emergency Access to Water Meters and For Non-Emergency use of Water from the Fire Departments (*1st Reading*)
 9. **COUNCIL APPROVAL** – Ordinance to Amend & Re-enact Code Section Pertaining to Adoption by Reference of State Motor Vehicle Laws (*2nd Reading*)



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

Page 1
Item No. 7(A)

Meeting Date: June 23, 2014

Agenda Item: COUNCIL APPROVAL – Bid – UV Disinfection Equipment for Water Treatment Plant

Summary: Council is requested to approve the purchase of Ultraviolet (UV) disinfection equipment to be installed at the Water Treatment Plant from Calgon Carbon at a cost of \$290,866.00.

Budget/Funding: Water Treatment FY14 budget line item 9601-47507
(funding made available through bond proceeds from 2014A VRA series for mandated upgrades to the Water Treatment Plant)

Attachments: Memorandums from Purchasing Agent and Letter from CHA Project Manager

Meetings: None

Staff

Recommendation: Approval ☒ Denial ☐

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

Proposed Motion: I move that Council approve the purchase of Ultraviolet (UV) disinfection equipment to be installed at the Water Treatment Plant from Calgon Carbon at a cost of \$290,866.00.

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

Approved By: JB



MEMORANDUM

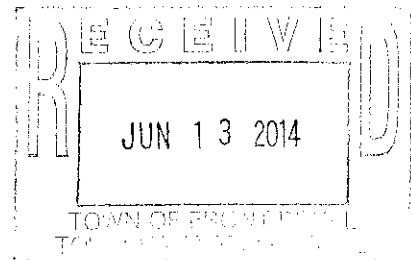
Date: June 13, 2014
To: Tina Presley, Senior Administrative Assistant
Jennifer Berry, Clerk of Council
From: Cindy Hartman, Purchasing Agent
RE: Agenda Item



On Tuesday, April 15, I held a bid opening for ultraviolet (UV) disinfection equipment to be installed in the Water Treatment plant. I received three (3) responses (see attached tabulation sheet). I forwarded these responses to Eric Anderson, our project manager with CHA.

Three professional engineers with CHA evaluated the submittals, and made a recommendation for award. That recommendation is that the award for the UV equipment for the Water Treatment plant be made to Calgon Carbon at a cost of \$290,866.00.

Funding for this equipment is available in the Water Treatment FY14 budget line item 9601-47507. The funding was made available through bond proceeds from 2014A VRA series for mandated upgrades to our Water Treatment plant.





May 15, 2014

Ms. Cindy Hartman
Purchasing Agent
Town of Front Royal
102 East Main Street
Front Royal, VA 22630

Re: UV Equipment Procurement Recommendation (After Re-bid); CHA Project No.: 27136

Dear Ms. Hartman:

We have conducted our evaluation of the bids received by the Town on April 15th, 2014 for ultraviolet disinfection equipment. Per the requirements of the contract, we have had three professional engineers evaluate the bids to determine in their opinion the bid that offers the best value to serve the unique needs of the Town. The professional engineers who completed the technical evaluation and their relevant credentials and affiliations are below:

- Eric Anderson, P.E., Senior Engineer V, CHA
- Shawn Veltman, PhD, P.E., Director of Water/Wastewater Technical Services, CHA
- Bob Sallach, P.E., Senior Vice President of the Environmental Technical Group, CHA

We received bids from three manufacturers: Aquionics, Trojan Technologies and Calgon Carbon. The table below details the average technical score given to each equipment manufacturer's bid as well as the 20-year life cycle cost for each. The 20-year life cycle cost includes the items provided by the manufacturers on the Bid Form and additional costs required to account for differences in equipment features that affect installation costs or the ability of the equipment to meet the technical specification. The Adjusted 20-Year Life Cycle Cost was determined by dividing the 20-year life cycle cost by the average technical score, to yield the adjusted 20-year life cycle cost. Per the contract documents, this number determines the successful bidder.

Calgon had the best (lowest) Adjusted 20-Year Life Cycle Cost, as detailed in the table below. While Calgon's equipment will cost approximately \$13,000 more initially, over the life of the equipment the reduced power usage and guaranteed costs for UV Sensors, ballasts and lamps will result in substantial savings for the Town. In addition, the bid documents indicate (and our independent assessment confirms) that this equipment will require less maintenance than either of the competitor's products, further reducing the Town's burden of operation.

ADJUSTED LIFE CYCLE COST ANALYSIS RESULTS

	Aquionics	Calgon Carbon	Trojan
Base Bid	\$257,984	\$204,678	\$191,900
20-Year Life Cycle Cost (includes Base Bid)	\$564,413	\$275,353	\$295,958
Average Technical Score	88.0	94.67	93.0
Adjusted 20-Year Life Cycle Cost	\$641,379	\$290,866	\$318,234

Ms. Cindy Hartman

Page 2

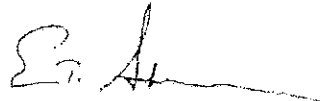
May 15, 2014

We have provided the Virginia Department of Health with Calgon's bid documents and validation report. VDH is still in the process of the final document review, but they have given us verbal indication that all necessary documents have been provided and both the equipment and proposed installation appear to be in accordance with their requirements. A final construction permit should be issued in the next few weeks.

Pending full written VDH approval, which is expected within a few weeks, we recommend that the Town award the UV equipment contract to Calgon Carbon.

We appreciate the opportunity to work with you on this project and we look forward to a successful completion of the water treatment plant work.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Anderson", with a long horizontal flourish extending to the right.

Eric Anderson, P.E.
Project Manager

ETA/mlc

CHIA

Town of Front Royal - UV Disinfection Equipment Procurement

April 15th, 2014

CHA Project Number: 27136 - Base Bid Tabulation				
		<i>Aquionics</i>	<i>Calgon Carbon</i>	<i>Trojan</i>
Item No.	Description	Extended Total Price	Extended Total Price	Extended Total Price
UV Disinfection Equipment				
1	UV Disinfection System Equipment	\$204,372	\$167,082	\$159,900
2	Spare Parts	\$24,062	\$12,850	\$12,000
3	Shop Testing	\$0	\$3,863	\$5,000
4	Installation, Field Testing, Start-up, and Training Services	\$16,700	\$17,383	\$10,000
5	Submittals Including Shop Drawings and O&M Manuals	\$12,850	\$3,500	\$5,000
BASE BID TOTAL		\$257,984	\$204,678	\$191,900

Maintenance, Headloss and Power Numbers

Item No.	Description	<i>Aquionics</i>	<i>Calgon Carbon</i>	<i>Trojan</i>
Life Cycle Cost for Lamps				
A	Guaranteed cost for one replacement lamp	\$525.0	\$330.0	\$300.0
B	Number of lamps in operation at 2.2 MGD, 94% UVT, design end of lamp life output, design sleeve fouling factor, and validated UV dose for 1.0 log Cryptosporidium inactivation.	4	1	2
C	Guaranteed lamp life, hours (shall not exceed lamp life used with EOLL factor for system sizing).	10,000	5,000	5,000
Life Cycle Cost for Ballasts				
D	Guaranteed cost for one replacement ballast	\$6,330	\$1,500	\$700
E	Number of ballasts installed	6	3	6
F	Guaranteed ballast life, years	<3%	10	5
Life Cycle Cost for Quartz Sleeves				
G	Guaranteed cost for one replacement Quartz Sleeve	\$104	\$397	\$220
H	Number of quartz sleeves installed	12	9	6
I	Guaranteed sleeve life, years	5	10	10
Life Cycle Cost for UV Intensity Monitors				
J	Guaranteed cost for one replacement UV intensity monitor	\$950	\$1,000	\$1,500
K	Number of UV monitors installed	12	9	6
L	Guaranteed UV Intensity Monitor life, years	7	10	5
Life Cycle Cost for Power Consumption				
M	Guaranteed not-to-exceed total power usage of the entire system at 2.2 MGD, 94% UVT, design end of lamp life output, design sleeve fouling factor, and validated UV dose for 1.0-log Cryptosporidium inactivation	6.1	1.9	2.1
Guaranteed Headloss Data				
N	Guaranteed headloss at 2.2 MGD.	4.0	8.0	2.9
O	Guaranteed headloss at 6 MGD.	10.1	21.0	7.5



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

Page 1
Item No. 7(B)

Meeting Date: June 23, 2014

Agenda Item: COUNCIL APPROVAL – Bid – Chemicals for Water Treatment Plant

Summary: Council is requested to approve the pricing for chemicals used at the Water Treatment Plant during FY15 from UNIVAR USA for Polyaluminum Hydroxychlorosulfate @ \$2.74/gallon; Sodium Hypochlorite @ \$0.076/pound; Carbon @ \$.073/pound; Sodium Fluoride @ \$0.084/pound; and, BRENNTAG NORTHEAST for Potassium Permanganate @ \$2.65/pound.

Budget/Funding: Water Treatment FY15 budget line item 9601-45413 "Other Operating Supplies"

Attachments: Memorandum from Purchasing Agent and Quotation Tabulation

Meetings: None

Staff Recommendation: Approval ✓ Denial

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

Proposed Motion: I move that Council approve the pricing for chemicals used at the Water Treatment Plant during FY15 from UNIVAR USA for Polyaluminum Hydroxychlorosulfate @ \$2.74/gallon; Sodium Hypochlorite @ \$0.076/pound; Carbon @ \$.073/pound; Sodium Fluoride @ \$0.084/pound; and, BRENNTAG NORTHEAST for Potassium Permanganate @ \$2.65/pound.

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

Approved By: JB



MEMORANDUM

Date: June 17, 2013
To: Tina Presley, Senior Administrative Assistant
Jennifer Berry, Clerk of Council
From: Cindy Hartman, Purchasing Agent
RE: Agenda Item

A handwritten signature in dark ink, appearing to be "Cindy Hartman", is written over the "From:" line of the memorandum.

On Monday, June 9, 2014, I held a bid opening to set firm pricing during FY15 for chemicals used at the Water Treatment plant. I received three (3) responses (see attached tabulation sheet).

As we have no means of forecasting the quantities of these chemicals we will use during the year, the request is for estimated quantities. Due to the dollar amount the Town historically spends for these commodities, the award will need Town Council approval. Please add this to the June 23, 2014 agenda for their action.

Staff recommends awards as follows:

UNIVAR USA:

Polyaluminum hydroxychlorosulfate @ \$2.74/gallon

Sodium Hypochlorite @ \$0.076/pound

Carbon @ \$0.73/pound

Sodium Fluoride @ \$0.84/pound

BRENNTAG NORTHEAST

Potassium permanganate @ \$2.65/pound

Funding for these chemical will be available from the Water Treatment FY154 budget line item 9601-45413 "Other Operating Supplies".

JUN 13 2014

TOWN OF FRONT ROYAL, VIRGINIA
Quotation Tabulation

ITEM: WATER TREATMENT CHEMICALS

Quotation #15

Date: June 9, 2014

Mailed 4

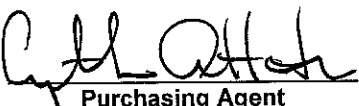
Replied 3

	Vendor Quotation			
	BRENNTAG NORTHEAST	UNIVAR USA	JCI JONES CHEMICALS	
QUANTITY	QUOTATION	QUOTATION	QUOTATION	QUOTATION
FIRM DELIVERED PRICE FOR THE PERIOD OF: JULY 1, 2014 - JUNE 30, 2015				
<u>ESTIMATED QUANTITIES</u>				
35,000 GALLONS - POLYALUMINUM HYDROXYCHLOROSULFATE	N/Q	\$95,900.00 (\$2.74/GL)	N/Q	
270 TONS - SODIUM HYPOCHLORITE	N/Q	\$41,040.00 (\$0.076/LB)	N/Q	
5 TONS - CARBON (AQUA NUCAR)	N/Q	\$7,300.00 (\$0.73/LB)	N/Q	
8 TONS - SODIUM FLUORIDE	N/Q	\$13,440.00 (\$0.84/LB)	N/Q	
6 TONS - POTASSIUM PERMANGANATE	\$31,800.00 (\$2.65/LB)	3.43/LB	N/Q	
Total				
Discount				
Net Quotation				
Terms				

The above proposals verified to specifications and compliance
with terms and conditions.

Witness

Witness


Purchasing Agent



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

Page 1
Item No. 7(C)

Meeting Date: June 23, 2014

Agenda Item: COUNCIL APPROVAL – Bid – Chemicals for Wastewater Treatment Plant

Summary: Council is requested to approve the pricing for chemicals used at the Wastewater Treatment Plant during FY15 from JCI Jones Chemical for 1 ton cylinders of chlorine at \$700.00 per ton and 1 ton cylinders of sulfur dioxide at \$950.00 per ton.

Budget/Funding: Wastewater Treatment FY15 budget line item 9801-45413 “Other Operating Supplies”

Attachments: Memorandum from Purchasing Agent and Quotation Tabulation

Meetings: None

Staff Recommendation: Approval ✓ Denial

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

Proposed Motion: I move that Council approve the pricing for chemicals used at the Wastewater Treatment Plant during FY15 from JCI Jones Chemical for 1 ton cylinders of chlorine at \$700.00 per ton and 1 ton cylinders of sulfur dioxide at \$950.00 per ton.

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

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

Approved By: JB



MEMORANDUM

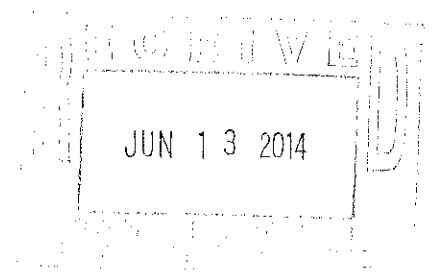
Date: June 5, 2014
To: Tina Presley, Senior Administrative Assistant
Jennifer Berry, Clerk of Council
From: Cindy Hartman, Purchasing Agent 
RE: Agenda Item

On Thursday, June 5, 2014, I held a bid opening to set firm pricing during FY15 for chemicals used at the Wastewater Treatment plant. Out of the four (4) vendors directly solicited, I received only one (1) response, (see attached tabulation sheet). This is the same company that has provided these chemicals to the Town since 2006.

As we have no means of forecasting the quantities of these chemicals we will use during the year, the request is for estimated tonnage. Due to the dollar amount the Town historically spends for these commodities, the award will need Town Council approval. Please add this to the June 23, 2014 agenda for their action.

Staff recommends the award for wastewater treatment chemicals be made to JCI Jones Chemical for 1 ton cylinders of chlorine at \$700.00 per ton and 1 ton cylinders of sulfur dioxide at \$950.00 per ton. These prices are the same dollar amount quoted as last year.

Funding for these chemical will be available in the Wastewater Treatment FY15 budget line item 9801-45413 "Other Operating Supplies".



Quotation Tabulation

Quotation #14

Replied 1

	JCI JONES CHEMICAL	UNIVAR	BRENNTAG	DELTA CHEMICAL
QUANTITY	QUOTATION	QUOTATION	QUOTATION	QUOTATION
FIRM DELIVERED PRICE FOR THE PERIOD OF JULY 1, 2013 THROUGH JUNE 30, 2014.				
ESTIMATED QUANTITIES, 1-TON CYLINDERS				
(EST) 30 TONS - CHLORINE	\$700.00/TN	N/Q	N/Q	N/Q
(EST) 25 TONS - SULFUR DIOXIDE	\$950.00/TN	N/Q	N/Q	N/Q
TOTAL QUOTATION	\$ -	\$ -	\$ -	\$ -


Purchasing Agent

Witness



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

Page 1
Item No. 7(D)

Meeting Date: June 23, 2014

Agenda Item: COUNCIL APPROVAL – Bid – Various Grades of Stone for FY15

Summary: Council is requested to approve the pricing for various grades of stone for use during FY15 to be purchased from Carmeuse Lime & Stone in Strasburg at the costs presented and listed on the attached Tabulation Sheet.

Budget/Funding: Environmental Services FY15 budget line item 4500-45407 “Highway Maintenance”; Water and Sewer Maintenance FY15 budget line items 9602-45407 “Water Line Maintenance” and 9802-45407 “Sewer Line Maintenance”.

Attachments: Memorandum from Purchasing Agent and Quotation Tabulation

Meetings: None

Staff Recommendation: Approval ✓ Denial

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

Proposed Motion: I move that Council approve the purchase of various grades of stone for use during FY15 Carmeuse Lime & Stone in Strasburg at the costs presented and listed on the attached Tabulation Sheet.

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

Approved By: JB



MEMORANDUM

Date: June 13, 2014
To: Tina Presley, Senior Administrative Assistant
Jennifer Berry, Clerk of Council
From: Cindy Hartman, Purchasing Agent
RE: Agenda Item

A handwritten signature in dark ink, appearing to be "Cindy Hartman", is written over the "From:" line of the memorandum.

On Thursday, June 12, 2014, a bid opening was held to set firm pricing on various grades of stone for use during FY15. Out of three (3) direct solicitations, two responses were received (see attached tabulation sheet).

As we have no means of forecasting the quantities of stone we will use during the year, the request is for estimated tonnage. Due to the dollar amount the Town historically spends for this commodity, the award will need Town Council approval. Please add this to the June 23, 2011 agenda for their action.

Recommendation has been requested that the award for stone to be purchased during FY15 be made to Carmeuse Lime & Stone in Strasburg, as listed below:

#26 @ \$5.25/ton

#68 @ \$6.75/ton

#8 @ \$6.75/ton

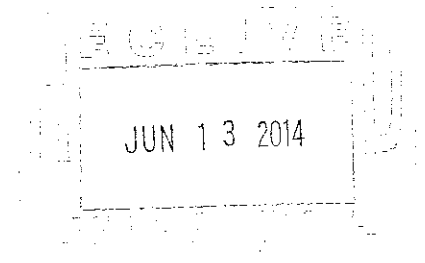
#21B @ \$5.75/ton

#57 @ \$6.25/ton

CBR-30 @ \$4.75/ton

#21A @ \$6.25/ton

Funding for the stone will be available in the Public Works FY15 budget line item 4500-45407 "Highway Maintenance", and the Water and Sewer Maintenance FY15 budget line items 9602-45407 "Water Line Maintenance" and 9802-45407 "Sewer Line Maintenance".



TOWN OF FRONT ROYAL, VIRGINIA

Quotation Tabulation

Item: STONE

Quotation #12

Date: JUNE 12, 2014

Mailed 3

Replied 2

	Vendor Quotation			
	CARMEUSE NA	STUART M. PERRY	ESSROC	
QUANTITY	STRASBURG QUOTATION	WINCHESTER QUOTATION	RIVERTON QUOTATION	QUOTATION
FIRM PER TON PRICES: JULY 1, 2014 - JUNE 30, 2015				
ALL STONE MUST BE STATE APPROVED.				
<u>ESTIMATED TONNAGE:</u>				
1000 TONS - #26 CRUSHER RUN	\$5.25	\$9.50	N/Q	
5000 TONS - #68 STONE	\$6.75	\$10.50		
8000 TONS - #8 STONE	\$6.75	\$10.75		
5000 TONS - #21B	\$5.75	\$9.66		
600 TONS - #57 STONE	\$6.25	\$10.25		
(NO EST.) - CBR-30 STONE	\$4.75	\$9.66		
(NO EST.) - 21A STONE (PUGGED)	\$6.25	\$9.66		
<u>*NOT STATE APPROVED</u>				
Total				
Discount				
Net Quotation				
Terms				

The above proposals verified to specifications and compliance with terms and conditions.

Witness

Witness


Purchasing Agent



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

Page 1
Item No. 7(E)

Meeting Date: June 23, 2014

Agenda Item: COUNCIL APPROVAL – Bid – Various Grades of Asphalt for FY15

Summary: Council is requested to approve the pricing for various grades of asphalt to be hauled by Town trucks, as needed, for use during FY15 be purchased from Stuart M. Perry, Inc at a cost of \$62.55 per ton for base asphalt; \$63.55 per ton for intermediate asphalt; and \$67.25 for finish asphalt.

Budget/Funding: Environmental Services FY15 budget line item 4500-45407 "Repair & Maintenance Supplies"

Attachments: Memorandum from Purchasing Agent and Quotation Tabulation

Meetings: None

Staff Recommendation: Approval ☒ Denial ☐

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

Proposed Motion: I move that Council approve the purchase of various grades of asphalt to be hauled by Town trucks, as needed, for use during FY15 from Stuart M. Perry, Inc at a cost of \$62.55 per ton for base asphalt; \$63.55 per ton for intermediate asphalt; and \$67.25 for finish asphalt.

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

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

Approved By: JB



MEMORANDUM

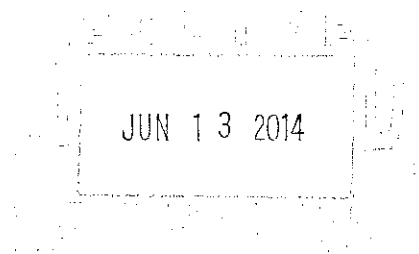
Date: June 6, 2014
To: Tina Presley, Senior Administrative Assistant
Jennifer Berry, Clerk of Council
From: Cindy Hartman, Purchasing Agent
RE: Agenda Item

On Wednesday, June 4, 2014, I held a bid opening to obtain a firm price for various grades of asphalt through June 30, 2015. This contract will be for asphalt material only, picked up by Town trucks to be hauled to a job site. This is not a paving contract. Out of the five (5) vendors directly solicited, I received only one (1) response (see attached tabulation sheet).

Due to the dollar amount we historically spend during the year for asphalt material, this award would need Town Council approval. Please add this item to the June 23, 2014 Council agenda, for their action.

Staff recommends the award for asphalt material to be hauled by Town trucks, as needed, be made to Stuart M. Perry, Inc., at a cost of \$62.55 per ton for base asphalt, \$63.55 per ton for intermediate asphalt, and \$67.25 per ton for finish asphalt.

Funding for asphalt will be available in the FY15 Department of Environmental Services budget line item 4500-45407, "Repair & Maintenance Supplies".



TOWN OF FRONT ROYAL, VIRGINIA

Quotation Tabulation

Item: ASPHALT

Quotation #17

Date: JUNE 25, 2013

Mailed 5

Replied 1

NO RESPONSE:

W-L CONSTRUCTION
FINLEY ASPHALT
SUPERIOR PAVING
CARROLL CONSTRUCTION

Vendor Quotation

STUART M.
PERRY

Front Royal

QUANTITY

QUOTATION

QUOTATION

QUOTATION

QUOTATION

ASPHALT COSTS FOR FY14

TO BE HAULED BY TOWN TRUCKS

STANDARD "PATCH" MATERIAL
FOR USE ON SECONDARY
STREETS AND COLLECTOR -
LOCAL ROADS NOT REQUIRING
VDOT GRADE MATERIAL

PRICE PER TON:

BASE ASPHALT, TYPE BM-25.0

\$62.55

INTERMEDIATE ASPHALT, TYPE
IM-190.0A

\$63.55

FINISH ASPHALT, TYPE SM-9.5A

\$67.25

Total

Discount

Net Quotation

Terms

The above proposals verified to specifications and compliance with terms and conditions.

Witness

Witness

Purchasing Agent



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

Page 1
Item No. 7(F)

Meeting Date: June 23, 2014

Agenda Item: COUNCIL APPROVAL – Deed of Easement for Bedford Drive Curb and Gutter Installation

Summary: The property owners of 25 Bedford Drive (Kevin & Lori Glascock) 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 to construct the curb and gutter. Council is requested to consider a Deed of Easement necessary for the installation of curb and gutter.

Budget/Funding:

Attachments: Deed of Easement

Meetings: Work Session held June 16, 2014

Staff

Recommendation: Approval ✓ Denial

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

Proposed Motion: I move that Council approve a Deed of Easement with Kevin and Lori Glascock for Right-of-Way to complete the installation of curb and gutter on their property at 25 Bedford Drive, contingent upon a revised plat accurately defining the Right-of-Way.

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

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

Approved By: JSB

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 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.

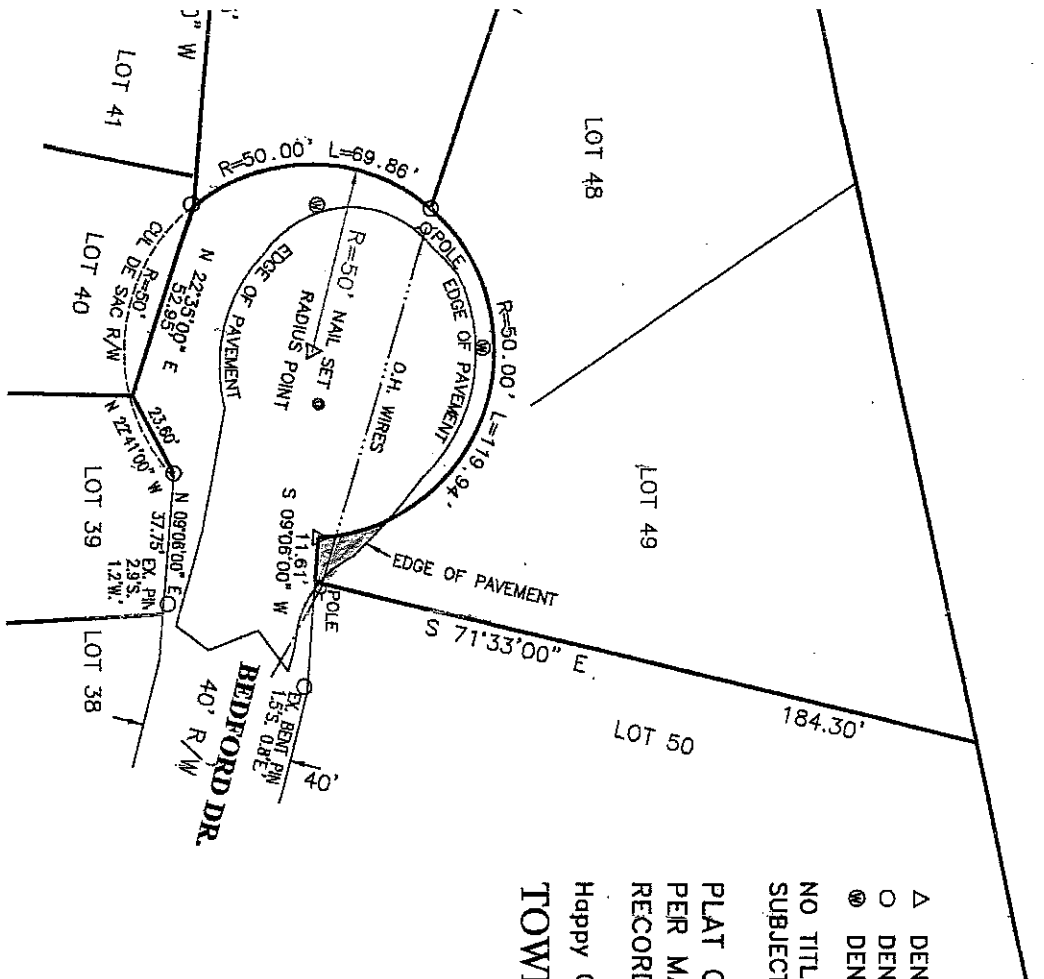
NOTARY PUBLIC

My commission expires:

APPROVED AS TO FORM:

Douglas W. Napier, Town Attorney

DATE: _____



NOTES: ERRORS IN THE MAP OF WOODLAND PARK SUBDIVISION RECORDED IN P.B. 1/159
THE MAP CORNERS AND POINTS FOUND ON THE GROUND ON LOTS 38, 39 AND 50

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

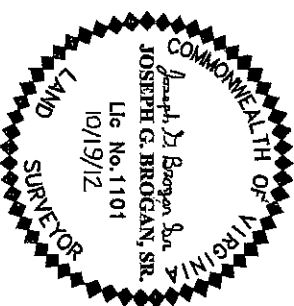
NO TITLE REPORT FURNISHED TO THIS OFFICE.
SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

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
Council Agenda Statement**

Page 1
Item No. 7(G)

Meeting Date: June 23, 2014

Agenda Item: COUNCIL APPROVAL – Deeds of Easement for Acceptance of Water and Sewer Facilities for the RSW Regional Jail

Summary: Attached are two Deeds of Easement, one to cross the lands of Walker/Brugh, LLC, allowing the utility lines to access the Rappahannock, Shenandoah, Warren (RSW) Jail on Winchester Road from the southeast; and the other easement to cross the RSW Regional Jail property. Council is requested to consider approving the Deeds of Easement in fulfillment of the Agreement with RSW Regional Jail so as to serve the Regional Jail with Town water and sewer.

Budget/Funding: None

Attachments: Deeds of Easement and Out-of-Town Water and Sewage Service Agreement

Meetings: Work Session held June 16, 2014

Staff Recommendation: Approval ☒ Denial ☐

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

Proposed Motion: I move that Council approve two Deeds of Easement, one to cross the lands of Walker/Brugh, LLC, allowing utility lines to access the Rappahannock, Shenandoah, Warren (RSW) Jail on Winchester Road from the southeast; and the other easement to cross the RSW Regional Jail property. I further move that Council accept the water and sewer facilities into the Town's inventory and that the one year guarantee by the RSW Regional Jail for water and sewer infrastructure commence upon acceptance by the Town Council.

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

Approved By: SB

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

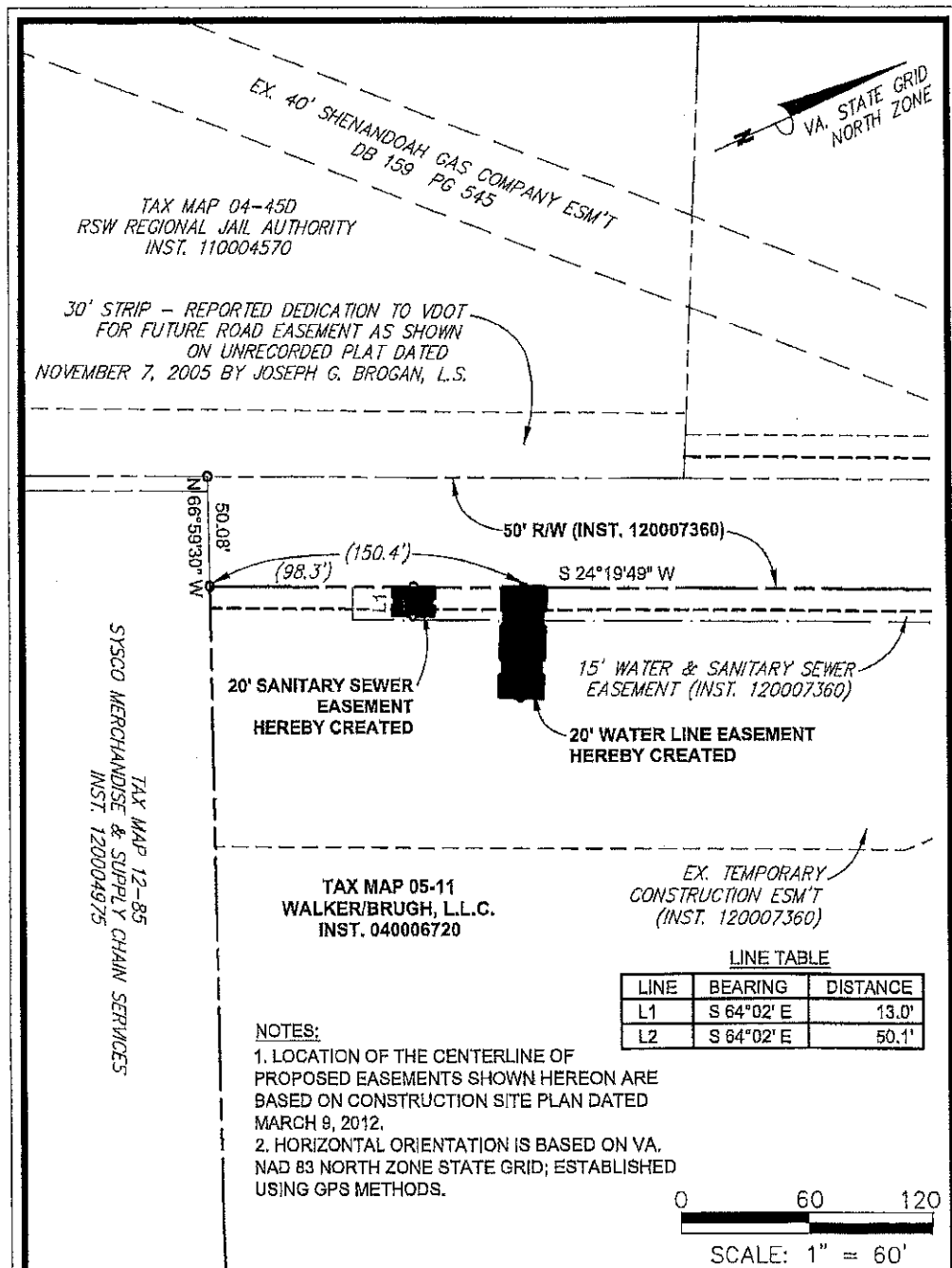
My commission expires _____.

Certificate # _____

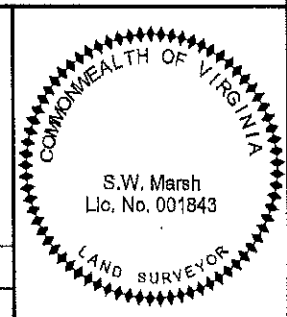
APPROVED AS TO FORM:

Douglas W. Napier, Town Attorney

DATE: ____ / ____ / ____



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: IDB228-WalkerBrugh

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**.

WITNESSETH:

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 _____.

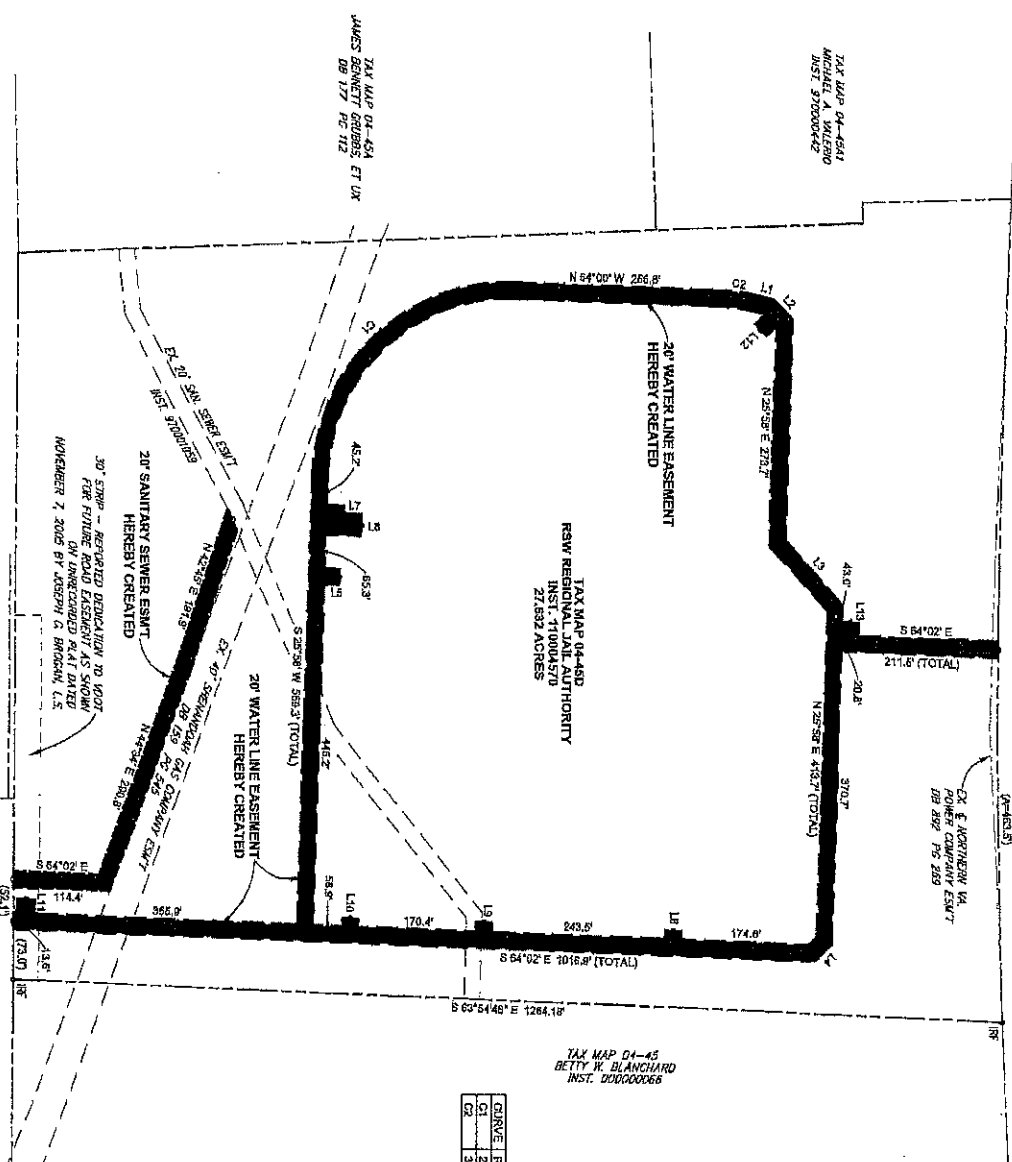
Certificate # _____

APPROVED AS TO FORM:

Douglas W. Napier, Town Attorney

DATE: ____ / ____ / ____

U.S. ROUTE 522/40 - N.B.
WINCHESTER ROAD (Variable Width R/W)



CONVERTABLE

CHANCE	RADIUS	DELTA	INVERT	CHORD	CHORD BEARING
C1	240.0'	30.0°	37.2'	340.2'	S 70° 58' W
C2	305.0'	40.0°	54.0'	353.9'	N 57° 55' W

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 64° 02' W	226.8'
L2	N 10° 02' W	21.6'
L3	N 10° 02' E	21.6'
L4	S 84° 02' E	28.4'
L5	S 84° 02' E	28.4'
L6	S 84° 02' E	28.4'
L7	S 84° 02' E	28.4'
L8	N 25° 58' E	22.0'
L9	N 25° 58' E	22.0'
L10	N 25° 58' E	22.0'
L11	N 25° 58' E	22.0'
L12	S 70° 58' W	21.6'
L13	N 25° 58' E	22.0'

LEGEND
REF - IRON ROD FOUND

TAX MAP 12-45
STRECH MERCHANTS & SUPPLY CHAIN SERVICES
INST. 1200091975

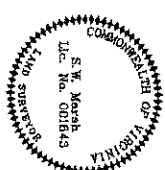
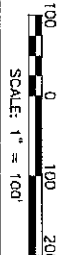
TAX MAP 05-11
WALKER/BRUNN, LLC
INST. 040003720

NOTES:
1. LOCATION OF THE CENTERLINE OF PROPOSED EASEMENTS SHOWN HEREON ARE BASED ON CONSTRUCTION SITE PLAN DATED MARCH 9, 2012.
2. HORIZONTAL ORIENTATION IS BASED ON VA. HD 85 NORTH ZONE STATE GRID ESTABLISHED USING GPS METHODS.



Marsh & Legge Land Surveyors, P.L.C.
560 NORTH LODOON STREET - WINCHESTER, VIRGINIA 22601
PHONE (540) 667-0468 - FAX (540) 667-0469 - EMAIL: office@marshandlegge.com

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



DRAWING NO.
108229
DATE
APRIL 1, 2014
SHEET
1 OF 1

**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 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.

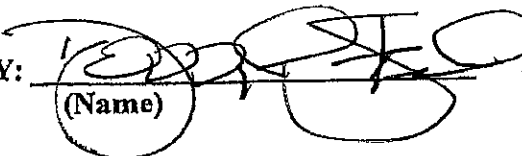
G. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties further agree that a facsimile or scanned signature may substitute for and have the same legal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

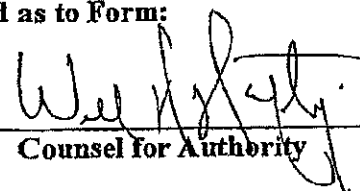
Agreement relates, that the Authority agrees to comply fully with the terms of this Agreement, and that the individual executing this Agreement on behalf of the Authority is an authorized signatory hereto.

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:

TWO
Timothy W. Darr, Mayor

ATTEST:

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

Approved as to Form

By: D. W. [Signature]
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			



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

Page 1
Item No. 8

Meeting Date: June 23, 2014

Agenda Item: PUBLIC HEARING – Ordinance to Amend Town Code Pertaining to Emergency Access to Water Meters and for Non-Emergency Use of Water from the Fire Departments *(1st Reading)*

Summary: Council is requested to affirm on its first reading an Ordinance to amend Sections 134-41 and 134-46 of the Front Royal Town Code pertaining to emergency access to water meters and for non-emergency use of water from the fire departments as presented.

Budget/Funding: None

Attachments: Proposed Ordinance

Meetings: Work Sessions held June 2, 2014

Staff Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council affirm on its first reading an Ordinance to amend Sections 134-41 and 134-46 of the Front Royal Town Code pertaining to emergency access to water meters and for non-emergency use of water from the fire departments as presented.

ROLL CALL VOTE REQUIRED

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

Approved By: JB

**ORDINANCE TO AMEND SECTIONS 134-41 and 134-46 OF THE FRONT ROYAL
TOWN CODE PERTAINING TO EMERGENCY ACCESS TO WATER METERS AND
FOR NON-EMERGENCY USE OF WATER FROM THE FIRE DEPARTMENTS**

WHEREAS, the Town has received requests from licensed plumbers to access residential water meters in the event of emergency repairs to turn off water prior to the arrival of Town crews and the Fire Departments have been utilizing Town water for non-emergency use; and,

WHEREAS, the proposed Code amendment to Chapter 134-41 will identify licensed, bonded plumbers as an authorized agent to access residential meters in the event of an emergency and the proposed Code amendment to Chapter 134-46 will allow the non-emergency use of water by Fire Departments through a hydrant meter if pre-approved by the Town Manager; and,

NOW, THEREFORE, BE IT ENACTED by the Town Council of the Town of Front Royal, Virginia that Sections 134-41 and 134-46 of the Front Royal Town Code are hereby amended as follows:

134-41 ~~WATER TO BE TURNED ON ONLY BY AUTHORIZED AGENT~~

~~It shall be unlawful for any person except an authorized agent of the town to turn on water to any premises.~~

134-41 METER ACCESS

It shall be unlawful for any person to access a water pit or vault and operate any facilities contained within except for the following:

A. Town employees whose job responsibility it is to maintain the Town's water system.

B. In the event of an emergency at a residence where continued water service will cause damage to the residential structure, bonded plumbers who are licensed in Virginia can access the meter to turn off water at a residence provided the plumber has contacted the Police Department to request Town Staff respond and inspect access to the meter. In no event, can a plumber access a meter for a commercial or industrial facility without the presence of an authorized Town employee. A licensed plumber who enters a Town meter will be responsible for any damage to the meter assembly should damage occur.

C. Bonded plumbers or contractors who are licensed in Virginia who have contracted with the Town to perform work on the Town's water system; provided, however, that such bonded plumbers and contractors shall be authorized agents of the Town only for purposes of this Section 134-41 of the Code of the Town of Front Royal, Virginia, and for no other purpose whatever, unless expressly stated otherwise in such Code.

Violation of the Code Section shall be subject to a tampering fine established by the Town.

134-42 through 134-45 – No Changes

134-46 UNAUTHORIZED REMOVAL FROM HYDRANT, TROUGH, FOUNTAIN OR FIRE-SUPPRESSION SYSTEM

A. No person shall take or carry away water from any hydrant, watering trough, drinking or public fountain without written authority to do so from the town.

B. It shall be unlawful for any person to take, divert or make use of water for any purpose other than fire suppression from a connection with the town water lines, or any line leading therefrom, installed for a fire-suppression system and assessed a connection charge on that basis.

C. Use of water removed from a fire hydrant by the Fire Department for non-emergency or training purposes shall be pre-approved by the Town Manager. Non-emergency use shall be metered for possible payment.

This ordinance shall become effective upon passage.

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

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

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

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

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____



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

Page 1
Item No. 9

Meeting Date: June 23, 2014

Agenda Item: COUNCIL APPROVAL – Ordinance to Amend & Re-Enact Code Section Pertaining to Adoption by Reference of State Motor Vehicular Laws (*2nd Reading*)

Summary: Council is requested to adopt on its second and final reading an Ordinance to amend and re-enact Front Royal Town Code Section 158-6 of the Town Code pertaining to adoption by reference of the State Motor Vehicular Laws as presented.

Budget/Funding: None

Attachments: Proposed Ordinance

Meetings: Public Hearing held June 9, 2014

Staff Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council adopt on its second and final reading an Ordinance to amend and re-enact Front Royal Town Code Section 158-6 of the Town Code pertaining to adoption by reference of the State Motor Vehicular Laws as presented.

ROLL CALL VOTE REQUIRED

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

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

Approved By: JSB

**AN ORDINANCE TO AMEND SECTION
158-6 OF THE FRONT ROYAL TOWN CODE
PERTAINING TO ADOPTION BY REFERENCE
OF THE STATE MOTOR VEHICULAR LAWS**

BE IT ENACTED by the Town Council of the Town of Front Royal, Virginia, that Section 158-6 of the Front Royal Town Code is hereby amended and enacted as follows:

Pursuant to the authority of Section 46.2-1313, Code of Virginia, 1950, as amended, all of the provisions and requirements of the laws of the State as of July 1, 2014, contained in Title 46.2, Code of Virginia, 1950, as amended, and Article 2 of Chapter 7 of Title 18.2, Code of Virginia, 1950, as amended, except those provisions and requirements the violation of which constitutes a felony and except those provisions and requirements which, by their very nature, can have no application to or within the Town, are adopted and incorporated by reference and made applicable within the Town. References to "highways of the state" contained in such provisions and requirements hereby adopted shall be deemed to refer to the highways and other public ways within the Town. Such provisions and requirements are hereby adopted, mutatis mutandis, and made part of this chapter as fully as those set forth at length herein; and it shall be unlawful for any person within the Town to violate or fail, neglect or refuse to comply with any provision of Title 46.2, Code of Virginia, and Article 2 of Chapter 7 of Title 18.2, Code of Virginia, which is adopted by this section, provided that in no event shall the penalty imposed for the violation of any provision or requirement adopted exceed the penalty imposed for a similar offense under Title 46.2, Code of Virginia, and Article 2 of Chapter 7 of Title 18.2, Code of Virginia.

For purposes of § 4-4 (E) of the Town Code, this Ordinance is deemed routine, and is effective on **July 1, 2014**.

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

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

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

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

Approved as to form and legality: _____

Douglas W. Napier, Town Attorney

Date: ____/____/____