RIBBON CUTTING AT WASTEWATER TREATMENT PLANT @ 6:00PM

REGULAR TOWN COUNCIL MEETING

Monday, May 14, 2018 @ 7:00pm
Warren County Government Center

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call
4. Approval of the Regular Council Meeting minutes of April 9 and April 23, 2018
5. Receipt of Petitions and/or Correspondence from the Public
6. Reports:
   a. Report of special committees or Town officials and Town Manager
      *** Scholarship Award Presentation from AMP**
      *** Report from Community Development/Tourism Director Felicia Hart**
   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 –Encroachment for 114/116 E Main Street Handicap Ramp/ Landing
   B. COUNCIL APPROVAL – Request to Use Trolleys for Humane Society Fundraiser

8. **COUNCIL APPROVAL** – Ordinances to Amend Town Code Sections 134-21.1.C and 134-31.1.C (Water & Sewer Service Rates) in the Route 522 North Corridor *(2nd Reading)*

9. **COUNCIL APPROVAL** – Appropriation Ordinance for the FY2018-2019 Budget *(2nd Reading)*

10. **COUNCIL REFER TO THE PLANNING COMMISSION** – Off-Street Parking Requirements on the Southern Portion of Chester Street

7A

Town of Front Royal, Virginia
Council Agenda Statement

Item No. 7(A)

Meeting Date: May 14, 2018

Agenda Item: COUNCIL APPROVAL – Encroachment License Agreement for 114/116 E. Main Street Handicap Ramp/ Landing

Summary: Council is requested to approve a 5-year License Encroachment Agreement for 114/116 E. Main Street for a handicap ramp/landing at the rear entrance to the building that is currently located within Town property, contingent upon the applicant providing a plat of survey to the Town within one year (May 14, 2019). Council is further requested to direct the Town Manager to execute the final paperwork needed to complete the Agreement process.

Budget/Funding: N/A

Attachments: Plan Details and Cover sheet from March 5, 2018 work

Meetings: session Work Session held March 5, 2018

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 5-year Encroachment License Agreement for 114/116 E. Main Street for a handicap ramp/landing at the rear entrance to the building that is currently located within Town property, contingent upon the applicant providing a plat of survey to the Town within one year (May 14, 2019). I further move that Council direct the Town Manager to execute the final paperwork needed to complete the Agreement process.**

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

Approved By: JW

Work Session Agenda Form

Item # 2

DATE: March 5, 2018

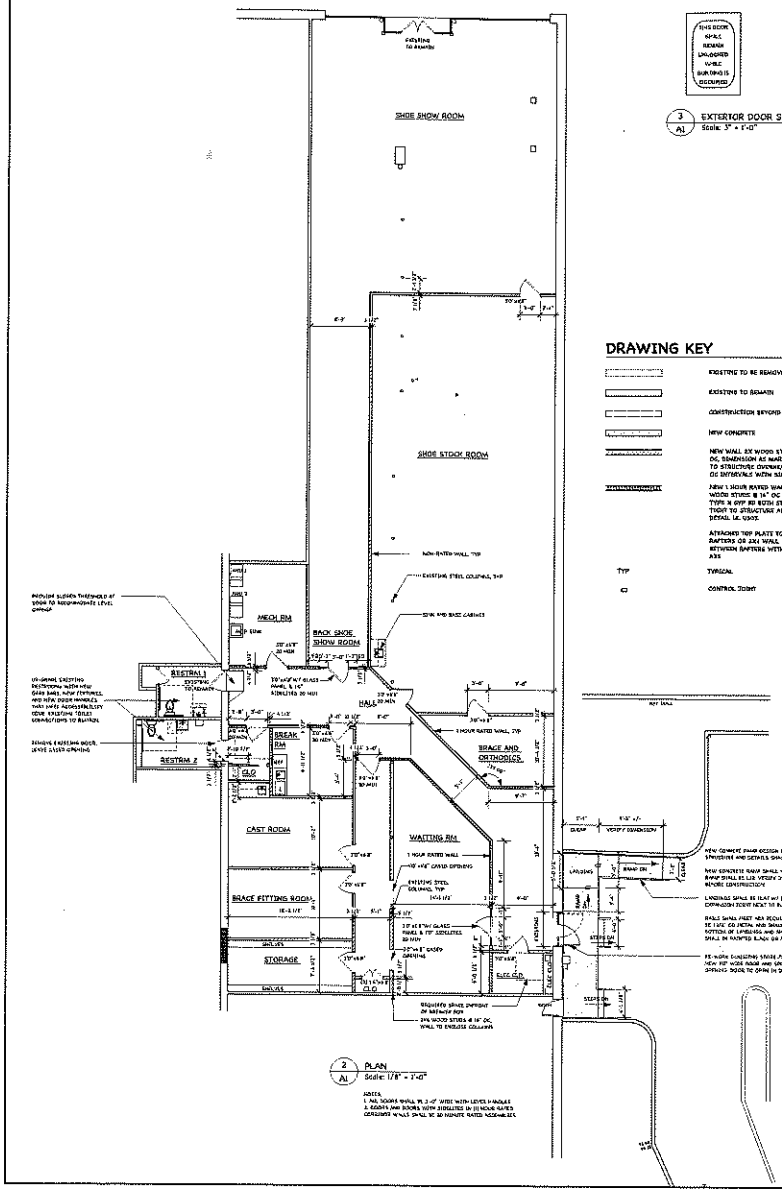
Work Session

AGENDA ITEM: 114/116 E. Main Street Encroachment Request
Handicap Ramp and Landing

SUMMARY: Along with other renovation work, the owner of 114/116 E Main Street has applied to construct a handicap ramp and landing at the rear entrance to the building. Attached with this coversheet is a copy of the Applicant's plans. The proposed handicap ramp and landing would be located within Town Property; and therefore, require approval by Town Council. Below is a picture of the area in question.

BUDGET/FUNDING: N/A

STAFF RECOMMENDATION: Staff does not object to issuance of a 5-year encroachment license at this time to facilitate the improvements sought by the Applicant.



2 / A1 PLAN
Scale: 1/8" = 1'-0"

NOTES:
1. ALL DOORS SHALL BE 3'-0" WIDE WITH LEVER HANDLE.
2. EGRESS AND DOORS WITH SIDELITES IN 1 HOUR RATED CORRIDOR WALLS SHALL BE 20 MINUTE RATED ASSEMBLIES.

3 / A1 EXTERIOR DOOR SIGN
Scale: 3" = 1'-0"

DRAWING KEY

- EXISTING TO BE REMOVED
- EXISTING TO REMAIN
- CONSTRUCTION BEYOND
- NEW CONCRETE
- NEW WALL 2X WOOD STUDS @ 16" OC, DIMENSION AS NOTED. BRACES TO STRUCTURE OVERHEAD AT 4'-0" OC INTERVALS WITH SIMPSON A35.
- NEW 1 HOUR RATED SHAL 2X6 WOOD STUDS @ 16" OC WITH 3/8" TYPE X GYP BD BOTH SIDES. WALL TIGHT TO STRUCTURE ABOVE. UL DETAIL UL U305. ATTACHED TRIP PLATE TO CEILING RAFTERS OR 2X4 WALL MAKE BETWEEN RAFTERS WITH SIMPSON A35
- TYP — TYPICAL
- CJ — CONTROL JOINT

PROJECT NOTES

GENERAL NOTES

1.WORK SHALL COMPLY WITH ALL APPLICABLE LOCAL AND STATE CODES, ORDINANCES AND REGULATIONS.
2.IN AREAS WHERE DRAWINGS DO NOT ADDRESS METHODOLOGY, THE CONTRACTOR SHALL FOLLOW THE MANUFACTURER'S SPECIFICATIONS AND/OR RECOMMENDATIONS.
3.FIELD VERIFICATION OF DIMENSIONS, EXISTING SITE CONDITIONS ARE THE RESPONSIBILITY OF THE CONTRACTOR/S.
4.NOTED DIMENSIONS TAKE PRECEDENCE OVER SCALE. IF THERE ARE CONFLICTS BETWEEN DIMENSIONS AND SITE CONDITIONS, CONSULT ARCHITECT BEFORE PROCEEDING.
5.GENERAL NOTES AND DETAILS APPLY THROUGHOUT THE JOB UNLESS OTHERWISE NOTED.
6.THE CONTRACTOR SHALL COMPARE AND COORDINATE ALL DRAWINGS. WHEN IN THE OPINION OF THE CONTRACTOR A DISCREPANCY EXISTS, THE CONTRACTOR SHALL PROMPTLY REPORT IT TO THE ARCHITECT FOR PROPER ADJUSTMENT BEFORE PROCEEDING WITH THE WORK.
7.IN THE EVENT CERTAIN FEATURES OF THE CONSTRUCTION ARE NOT FULLY SHOWN ON THE DRAWINGS, THE CONSTRUCTION SHALL BE OF THE SAME CHARACTER AS IS SHOWN OR NOTED.
8.THE ARCHITECT WILL NOT BE RESPONSIBLE FOR AND WILL NOT HAVE CONTROL OVER CONSTRUCTION, MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK.

BUILDING SPECIFICATIONS

STRUCTURAL NOTES

1. SEE ARCHITECTURAL DRAWINGS FOR FURTHER INSTRUCTIONS.
2. CONCRETE EXTERIOR WALKS AND RAMPS:
a. MIN. COMP. STRENGTH AT 28 DAYS - 3,000 PSI
b. MIN. AGGREGATE SIZE - SEE CONCRETE #3.
c. SLUMP - 5"
d. 5% TO 6% AIR ENTRAIN
3. COMPACTED SUBGRADE FOR SIDEWALK AREAS:
a. ALL EXPOSED SUB-GRADES SHALL BE FREE OF DEBRIS OR DELETERIOUS MATERIALS PRIOR TO PLACEMENT OF NEW FILL AND BASE STONE FOR NEW SIDEWALKS. ALL FILL SLOPES ADJACENT TO SIDEWALKS WHERE FILL WILL BE PLACED SHALL ALSO BE COMPLETELY FREE OF THESE MATERIALS. ALL EXPOSED AREAS SHALL BE RE-IDENTIFIED PRIOR TO PLACEMENT OF NEW FILL AND BASE STONE. ANY UNSUITABLE CONDITIONS DETECTED AS A RESULT OF RE-IDENTIFICATION SHALL BE REMEDIATED UNDER THE DIRECTION OF THE ENGINEER.
b. NEW FILL COMPACTED BY HEAVY COMPACTION EQUIPMENT SHALL BE PLACED IN CONTROLLED LOOSE LIFTS NOT EXCEEDING 8-INCHES IN THICKNESS. NEW FILL COMPACTED BY SMALL (WHACKERS OR WAHA BEHIND EQUIPMENT) SHALL BE PLACED IN CONTROLLED LOOSE LIFTS NOT EXCEEDING 4-INCHES IN THICKNESS.
c. NEW FILL PLACED BENEATH SIDEWALK AREAS AND ADJACENT SLOPES BEYOND THE SIDEWALK EDGES SHALL BE COMPACTED TO AT LEAST 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE STANDARD PROCTOR METHOD (ASTM D 698).
d. ALL FINAL SUB-GRADES FOR SIDEWALKS AREAS SHALL BE TESTED TO VERIFY A MINIMUM BEARING PRESSURE OF 900 PSF PRIOR TO PLACEMENT OF BASE STONE.
e. PLACEMENT OF BASE STONE AND CONCRETE SHALL BE PERFORMED IMMEDIATELY AFTER FINAL SUB-GRADE APPROVAL HAS BEEN OBTAINED IN ORDER TO PREVENT SUB-GRADE DETERIORATION AS A RESULT OF POSSIBLE ADVERSE RAINFALL OR FREEZING WEATHER EVENTS.

2. CONCRETE

a. ARCHITECTURAL DRAWINGS
b. EXTERIOR CONCRETE WALK AND RAMP SHALL BE VERTICAL BROOM FINISHED.
c. ALL ANCHOR BOLTS, STRAP ORDERS, PIPE SLEEVES AND OTHER INSERTS SHALL BE POSITIVELY SECURED IN PLACE BEFORE CONCRETE IS PLACED.
d. INSTALL EXPANSION AND CONTROL JOINTS. CONTROL AND EXPANSION JOINTS SHALL HAVE RADIUS EDGES. WALK SHALL BE FINISHED W/ EDGING TOOL ON ALL 5-90 CORNERS.

METALS

1. HANDRAILS SHALL MEET ADA STANDARDS.

THERMAL AND MOISTURE PROTECTION

1. SEALANT, CAULKING & SEALS SHALL BE AS REQUIRED BY SPECIFIC MANUFACTURERS. FOR GENERAL SEALING PURPOSES, CAULK SHALL BE SILICONIZED ACRYLIC LATEX AND SHALL BE PAINTABLE. MANUFACTURERS SHALL BE TREMCO INC., DOW CORNING OR EQUAL.
2. FIRE STOPPING SHALL BE INSTALLED AS REQUIRED FOR 1 HOUR RATED CORRIDOR. FIRE STOPPING SHALL BE BY 3 M. DOW/STAGE OR EQUAL.

OPENINGS

1.DOOR AND DOOR FRAMES:
a.DOOR FRAMES, SOLID DOORS AND DOORS WITH GLASS AND SIDELITE SHALL BE 20 MIN RATED ASSEMBLY IN 1 HOUR RATED CORRIDOR.
b. PROVIDE REINFORCEMENT AND ACCESSORIES AT HINGE AND LOCK LOCATIONS.
c.UNLESS NOTED ELSEWHERE INTERIOR DOORS SHALL BE WOOD SOLID CORE. FINISH SHALL BE AS DIRECTED BY OWNER.
d. DOOR HARDWARE SHALL BE AS DIRECTED BY OWNER. ALL DOORS SHALL HAVE LEVER HANDLES. EXTERIOR DOORS AND BACK SHOE SHOW ROOM DOOR SHALL EITHER HAVE PANIC HARDWARE OR SIGNS STATING "THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED," SEE DETAIL 3/A1 AND REFER TO 1008.1.8.3 OF THE IBC 2012.
e. DOORS IN 1 HOUR RATED WALL ASSEMBLIES SHALL HAVE CLOSERS AND SMOKE AND DRAFT PROTECTION.

FINISHES

1. FIRE-RATED GYPSUM BOARD SHALL BE 5/8" FIRE RATED GYP IN 1 HOUR RATED CORRIDOR ASSEMBLY.

SPECIALTIES

1. FIRE EXTINGUISHER EQUIPMENT SHALL BE 2OIB BY 4OIBC OR AMEREX EXTINGUISHERS SHALL BE INSTALLED TO MEET ADA HEIGHTS AND TO MEET BUILDING CODE.

BUILDING CODE SUMMARY:

NAME OF PROJECT: POE SHOE AND BRACE COMPANY FIT-UP
ADDRESS: 114 EAST MAIN STREET, FRONT ROYAL, VA 22630
EXISTING USE: MERCANTILE, ANTIQUE SHOP
PROPOSED USE: SHOE STORE AND BRACE FITTING
OWNER AND AUTHORIZED AGENT: MARK POE
CODE ENFORCEMENT JURISDICTION: WARREN COUNTY, VA
YEAR ADDITION OF CODE: IEBC 2012

BUILDING DATA & ALLOWABLE BUILDING AREA:

CONSTRUCTION TYPE: V-B EXISTING CONSTRUCTION
SPRINKLERS: NO
ALLOWABLE BUILDING HEIGHT: MERCANTILE = 1 STORY
FACTORY- F1 LOW HAZARD 1 STORY
BUSINESS- B 1 STORY
RESIDENTIAL (R) = R STORIES
EXISTING NUMBER OF STORIES: 1 STORY EXCEPT 2 STORY (730 SQ FT) ABOVE MERCANTILE AT FRONT WITH SEPARATE ENTRY, EXISTING CONDITION TO REMAIN
EXISTING BUILDING HEIGHT: +/- 20'-0" AT FRONT TO +/- 15' AT REAR
ALLOWABLE BUILDING AREA (SQ FT): MERCANTILE =9,000 SQ FT.
FACTORY F1 LOW HAZARD- 8,500 SQ FT
BUSINESS (B) – 9,000 SQ FT
RESIDENTIAL – 7,000 SQ FT.
EXISTING SUITE AREA GROSS: 5,797 SQ. FT
AREA MODIFICATION (SQ FT): NOT NEEDED, EXISTING TO REMAIN

LIFE SAFETY SYSTEM REQUIREMENTS				
EMERGENCY LIGHTING:		NO	X	YES
EXIT SIGNS:		NO	X	YES
FIRE ALARM:	X	NO		YES
SMOKE ALARM:	X	NO		YES
PANIC HARDWARE	X	NO		YES

MEANS OF EGRESS

OCCUPANCY LOAD
MAXIMUM OCCUPANCY LOAD: 78 TOTAL OCCUPANT LOAD
MERCANTILE (GRADE FLOOR) 1,850 SQ FT. / 30 GROSS = 61
MERCANTILE (STOCK) 1,638 SQ FT. / 300 GROSS = 5
BUSINESS (FITTING) 1,153 SQ FT/ 100 GROSS = 11
FACTORY (F) BRACE MANUFACTURER (5) SQ FT/ 200 GROSS = 1
CORRIDOR, BATHROOM, BREAK, SUPPORT (100 SQ FT/ NO ADDITIONAL OCCUPANT

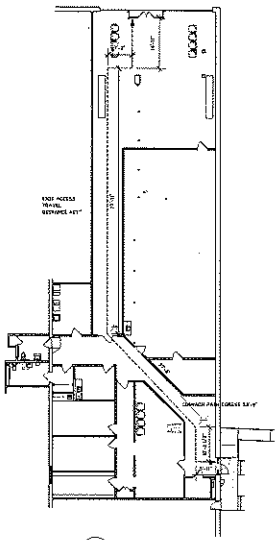
EGRESS WIDTH
78 OCCUPANTS X .2 = 15.6" REQUIRED BUT NOT LESS THAN 32" FOR CORRIDOR AND 36" FOR DOORS.
CORRIDOR 60" WIDE LEAST DIMENSION PROVIDED.
(2) EGRESS DOORS: (1) DOUBLE 36" EXISTING TO REMAIN, (1) SINGLE 42" EXISTING TO REM

EXITS
OCCUPANCY LOAD 1-49: STOCK, ORTHOTICS/BRACE, FITTING 1 REQUIRED EXIT PER ROOM, 1 EXIT PROVIDED
OCCUPANCY LOAD >/-49: MERCANTILE SALES (3) EGRESS EXITS REQUIRED, 2 EXITS PROVIDED INCLUDING 1 ACCESSIBL

EXIT ACCESS TRAVEL DISTANCE – UNDER 200'
COMMON PATH OF EGRESS TRAVEL – UNDER 100'

POE SHOE AND BRACE COMPANY

114 EAST MAIN STREET
Front Royal, VA 22630



1 / A1 EGRESS PATH
Scale: 1/16" = 1'-0"

DATE: 1-22-18
REVISIONS
FREDERICK ARCHIBALD ARCHITECTS
POE SHOE AND BRACE STORE
114 EAST MAIN STREET, FRONT ROYAL, VA 22630
A-1
OF 1

7B

Town of Front Royal, Virginia
Council Agenda Statement

Meeting Date: May 14, 2018

Agenda Item: COUNCIL APPROVAL – Request to Use Trolleys - Humane Society Fundraiser

Summary: Council has received a request from the Humane Society of Warren County seeking a donation from the Town to utilize two (2) trolleys to transport participants from the Lowes/Wal-Mart and Target Parking Lots to the Front Royal Country Club from 8:00am – 4:00pm Saturday, August 11, 2018 for their Annual "Waggin' for Dragons" Boat Race at a cost of $1,159.00 (2 trolleys @ $1,037.00 + travel time for 2nd trolley @ $122.00).

Budget/Funding: 1101-R43002 Town Council Carried Over Funds for Professional Service – PO#28237 Funds Previously Set Aside for Community Development

Attachments: Letter from the Humane Society and Cost Estimate

Meetings: None

Staff Recommendation: Approval ✓ Denial_____

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

Proposed Motion: **I move that Council approve a donation of $1,159.00 for the Humane Society of Warren County to utilize two (2) trolleys to transport participants from the Lowes/Wal-Mart and Target Parking Lots to the Front Royal Country Club from 8:00am – 4:00pm Saturday, August 11, 2018 for their Annual "Waggin' for Dragons" Boat Race.**

*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: JW

Julia W. Wagner Animal Shelter
Humane Society of Warren County

1245 Progress Drive
Front Royal, VA 22630
(540) 635-4734 ▪ humanesocietywarrencounty.org

April 12, 2018

Joseph Waltz, Town Manager
102 E. Main St
P.O. Box 1560
Town Hall
Front Royal, VA 22630

Dear Mr. Waltz,

The Humane Society of Warren County will be hosting the 5th Annual Waggin' for Dragons boat race on Saturday, August 11th at the Front Royal Country Club. This fundraiser is the animal shelters highest grossing community event. Hundreds of participants and spectators come out to see the dragon boats race in support of the homeless animals of Warren County.

We are hopeful that for our 2018 event, the Town of Front Royal would allow us to utilize two town trolleys to transport event participants from the Lowe's/Wal-Mart parking lots to the Front Royal Country Club. We would need the trolleys from approximately 8AM to approximately 4PM on Saturday, August 11th. We will have parking attendant volunteers in place to direct event goers to the designated parking area to avoid a traffic issue at the Front Royal Golf Club.

Thank you for consideration of this donation. Should you approve this request, the Town of Front Royal logo will be placed on the 30-foot promotional banner that will hang on both John Marshall Highway and Royal Avenue. Supporting sponsors will also be mentioned on the PA system during the event. Your gift would support our efforts to raise funds and help us to save the lives of the animals we love so much.

Sincerely,

Alyssa L. Ellison

Alyssa Ellison
Executive Director

RECEIVED
APR 16 2018
TOWN

VirginiaRides
We can get you there

Charter Transportation Price Estimate

* Date of estimate: 05/09/2018

Client: **Town of Front Royal**

Contact Information: Felicia Hart fhart@frontroyalva.com 540/533-5561

Date of Event: Saturday, August 11, 2018

Type of Event: Humane Society Event

Passengers:

# of vehicles: 2 trolleys

Pick up location(s): Lowes – Rivereton Commons 80 Riverton Commons Dr. Front Royal, VA
Target – Crooked Run Plaza 10 Crooked Run, Front Royal, VA

Drop off location(s): Front Royal Country Club 902 Country Club Dr. Front Royal, VA

Travel itinerary:

7:45 AM pre trip and depart the yard
8:00-4:00 continuous shuttle between locations
4:15 back in the yard

Estimated price: 2 trolleys for 8.5 hours at $61.00/hr.(Government rate) = $1037.00
Travel time to and from Loudoun for the 2nd trolley 2 hours at $61.00/hr. = $122.00 Total $1159.00

Eric Levdahl, Virginia Rides Coordinator
eric@vatransit.org
540-338-7285

** Estimate is valid for 60 days from date listed. Availability not guaranteed without deposit and contract.*

8

Town of Front Royal, Virginia
Council Agenda Statement

Meeting Date: May 14, 2018

Agenda Item: COUNCIL APPROVAL – Ordinances to Amend Town Code Sections 134-21.1.C and 134-31.1.C (Water & Sewer Service Rates) in the Route 522 North Corridor *(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 Sections 134-21.1.C and 134-31.1.C (Water and Sewer Service Rates), as presented. If approved/adopted at the second reading the ordinances will be amended to include the following: in the Route U.S. North Corridor Area (Corridor), commercial and industrial users of Town water and sewer services, in order to obtain such services, will pay in-town rates, plus a fee equal to a Payment-In-Lieu-of-(Town) Taxes ("PILOT fees) (but not payment of tax meals and lodging taxes); to expand the Corridor area to include Crooked Run West, which contains tax map parcel numbers 12 M 2 9 (11.22ac), 12 M 2 10 (2.33ac), 12 M 2 11 (53.93 ac), 12 M 2 12 (20.00 ac), 12 M 2 13 (30.43 ac), and 12 M 2 14 (29.94 ac), in total containing 147.85 acres.; and, to include a copy of the Town's amended PILOT utility agreement which users of Town municipal water and sewer in the Corridor will have to sign in order to obtain such utility services, as presented.

Budget/Funding: None

Attachments: Ordinances as amended for water and sewer (134-21.1.C and 134-31.1.C)

Meetings: Work Session held April 16, 2018; Public Hearing held April 23, 2018

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 Sections 134-21.1.C and 134-31.1.C (Water and Sewer Service Rates), 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: JW

AN ORDINANCE TO AMEND AND RE-ENACT FRONT ROYAL TOWN CODE SECTION 134-22.1.C PERTAINING TO SANITARY SEWER SERVICE RATES IN THE ROUTE 522 NORTH CORRDIOR

134-22.1 SANITARY SEWER SERVICE RATES

C. The rates for sanitary sewer service usage furnished outside of the limits of the Town of Front Royal:

(i) One hundred percent (100%) more than the in-town rates as provided above, for areas not in the "U.S. Routes 522/340 Corridor Area, or "Route 522 Corridor Area", or "Corridor Area", hereinafter, "Corridor Area", as described and defined in subparagraph (ii) below.

(ii) (a.) In the "Corridor Area", commercial users ("Users") of Town sanitary sewer service usage shall pay to the Town a rate for services equal to the charge to in-Town commercial/industrial sanitary sewer users, plus an amount in lieu of all of the taxes (less and except, however, the equivalent of the Town's meals and lodging taxes, as hereinafter set forth) and license fees the User would pay to the Town if User's premises, and all commercial activity thereon, or ancillary thereto, was located and occurring within the boundaries of Town, or "PILOT fees" ("Payments In Lieu of [Town] Taxes fees"). The annual amount due shall include all such taxes (less and except, however, the equivalent of the Town's meals [food and beverage] and lodging taxes), and license fees, whether ordinarily imposed directly on the User and paid to the Town, or indirectly on User's customers, collected by User and paid to the Town, as if User was located within the Town. Such indirectly imposed taxes shall not include the Town meals (food and beverage) taxes and Town lodging taxes. By February 1st each calendar year, User shall file with the Town a statement ("Statement") of User's previous year's taxes in the following categories: (1) property taxes paid the County of Warren, Virginia; (2) gross receipts subject to a state sales tax, and business and professional occupational license taxes (excluding meals and lodging taxes collected); (3) a list of all automobiles for which license taxes were paid to Warren County; (4) any bank franchise tax paid on deposits in Warren County; and (5) any car rental tax paid. This information contained in the Statement will be used to calculate an amount equivalent to what User's annual taxes or taxes collected and license fees would be if User were a Town resident or a Town business. This amount shall then be divided into twelfths and such resulting amount shall be added to User's monthly bill for services.

(b.) If a commercial User in the Corridor Area is new to Warren County, the information required in the Statement above shall be estimated by the Town for purposes of determining the User's rate for the first year of services.

(c.) The Corridor Area was originally described and defined in the "Amendment to an Agreement Between the County of Warren and the Town of Front Royal Regarding the Provision of Water and Sewer Service by the Town in the U.S. Route 522/340 North Corridor and the Assumption of Full Service Funding and Responsibility by the County of Fire/Rescue, Parks/Recreation Operations and Animal Control Services", dated August 9, 1999, and as further ratified by "Final Order Validating and Affirming Voluntary Settlement Agreement Between the Town of Front Royal and the County of Warren", said Order entered into by the Circuit Court of Warren County, Virginia, dated December 13, 1999, Case No.CL97000225. The Corridor Area originally is described and defined as being that area north of the corporate boundaries of the Town of Front Royal, in Warren County, on both sides of U.S. Routes 522/340 North, extending to Crooked Run on the West side of U.S. Routes 522/340 North to the tracks of the Norfolk and Southern Railroad Company on the East side of U.S. Routes 522/340 North, and between the Interstate-66 Interchange to the South and State Route 661 (Fairgrounds Road) to the North. The Corridor Area has since been amended and expanded, by Voluntary Settlement Agreement between the Town of Front Royal and the County of Warren, to additionally include Crooked Run West, which contains current Warren County Tax Map Parcel Numbers 12 M 2 9 (11.22ac), 12 M 2 10 (2.33ac), 12 M 2 11 (53.93 ac), 12 M 2 12 (20.00 ac), 12 M 2 13 (30.43 ac), and 12 M 2 14 (29.94 ac), in total containing 147.85 acres, more or less, all of which are part of the Corridor Area.

(d.) Users in the Corridor Area, in order to use Town public water and sanitary sewer utility services, shall enter into with the Town, and be subject to, an Out-of-Town Water and Sewage Service Agreement which contains provisions for "payments in lieu of taxes" fees, or "PILOT Fee Agreement", which PILOT Fee Agreements shall be in substantially the following form:

TOWN OF FRONT ROYAL, VIRGINIA

OUT-OF-TOWN WATER AND SEWAGE SERVICE AGREEMENT

(Warren County Commercial/Industrial Freehold Users)

This Out-of-Town Water and Sewage Service Agreement ("Agreement"), is made this _____ day of _____, 20____ , by and between the ***Town of Front Royal, Virginia*** *("Town")*

*and _____ **LLC** ("User"), owner of commercial/industrial property commonly known as _____, located in the County of Warren, Virginia, being the same property conveyed to User by deed recorded in Deed Book _____, Page_____, as instrument # _____, of the land records of the Warren County Circuit Court, and identified as Warren County Tax Map Parcel No. ____ ("Property").*

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

WHEREAS, the Town operates sewer services and water supply systems outside of its boundaries and desires to contract to supply water and sewage services ("Services") to commercial and industrial users ("Users") located outside of its boundaries, and

WHEREAS, the County of Warren, Virginia, by separate agreement with the Town, concurs with the supplying of water and sewage services to such Users by the Town, and

WHEREAS, the User desires to obtain water and sewer services from the Town to its property via connection ("tap") to the Town's service mains ("service location"), and to enter into an agreement containing the terms and conditions for the supplying of Services which satisfies the contract requirements of Section 134.31 of the Code of the Town of Front Royal, Virginia.

NOW THEREFORE, in consideration of Town Work Order No._____, incorporated herein by this reference, creating a service location for User, and of providing Services to User and/or such other good and valuable consideration, receipt of which is hereby acknowledged, User agrees to the following, which shall be binding upon User and User's successors in interest, lessees, and assigns:

1. SERVICE ACCOUNT AND DEPOSIT

Account

Upon execution of this Agreement, The Town's Department of Finance will open a service billing account ("Account") for User's service location and shall bill User for usage of Services supplied to such service location as determined by metering at User's master meter. If User has tenants using Services supplied via the same service location, User's usage shall be reduced by the usage of such tenants provided that each of such tenants have separate Accounts with Town, with usage determined by separate metering via separate tenant sub meters.

Deposit Amount

User shall pay to Town a deposit ("deposit") to secure payment for Services. For an existing commercial/industrial service location at the property, the deposit required for Town Services shall be an amount equal to the highest monthly bill for that service location during the preceding twelve months of Services, or Two Hundred and Fifty Dollars ($250.00), whichever is greater.

For a newly created commercial/industrial service location at the property, the Town's Department of Finance shall establish the required deposit at an amount estimated to equal to the User's anticipated average monthly bill for Services.

Payment of Deposit, Interest and Refunds

Payment of the deposit is due upon the earlier of the execution of the Town's service work order or the execution of this Agreement, and shall be held by Town in an interest-bearing account.

The deposit, plus any accrued interest, shall be refunded upon the closing of the Account in an amount equal to the deposit and accrued interest minus any amount deducted to satisfy User arrearages or other debts owing to the Town. Upon request of a refund, the Director of Finance shall first ensure that User does not have any debts owing to the Town. If the User is indebted to the Town, the Director of Finance will apply any refund toward satisfaction of these debts prior to the refund of any deposit balances to the User.

2. COMPLIANCE WITH LAW

User agrees to comply with all applicable ordinances of Town concerning Services, including, but not limited to, discharge standards, pretreatment of waste, connection fees, and agrees to accept all new rate schedules and fees that the Town Council of Town may from time to time establish and adopt.

3. OUT-OF–TOWN COMMERCIAL RATES AND FEES

User shall pay to the Town a rate for Services equal to the charge to in-Town commercial/industrial users, plus an amount in lieu of all of the taxes (less and except, however, the equivalent of the Town's meals [food and lodging] and lodging taxes,) and license fees the User would pay to the Town if User's Premises, and all commercial activity thereon, or ancillary thereto, was located and occurring within the boundaries of Town ("PILOT fees" or "Payments In Lieu of [Town] Taxes fees"). The annual amount due shall include all such taxes (less and except, however, the equivalent of the Town's meals [food and lodging] and lodging taxes, and hereinafter set forth) and license fees, whether ordinarily imposed directly on the User and paid to the Town, or indirectly on User's customers, collected by User and paid to the Town, as if User was within the Town. Such indirectly imposed taxes shall not include the Town meals (food and beverage) tax and Town lodging tax. By February 1st each calendar year, User shall file with the Town a statement ("Statement") of User's previous year's taxes in the following categories as may apply to User: (1) property taxes paid the County of Warren, Virginia; (2) gross receipts subject to a state sales tax, and business and professional occupational license taxes; (3) a list of all automobiles for which license taxes were paid to Warren County; (4) any bank franchise tax paid on deposits in Warren County; and (5) any car rental tax paid. This information contained in the Statement will be used to calculate an amount equivalent to what User's annual taxes and license fees would be if User were a Town resident. This amount shall then be divided into twelfths and such resulting amount shall be added to User's monthly bill for services.

If the User is new to doing business in Warren County, the information required in the Statement above shall be estimated by the Town for purposes of determining the User's rate for the first year of services.

4. VERIFICATION OF FEES

For three years, User shall keep sufficient records to enable the Town to verify the accuracy of Statements submitted by User and the correctness of rates and fees under this Agreement. All such records, books of account and other information required to be kept by any taxing authority ("Records") shall be open to inspection and examination by the Department of Finance of Town in order to allow the Town to determine compliance with the terms of this Agreement. The Town shall provide User with the option of having such audit conducted in a local business office of User where Records are maintained. In the event the Records are maintained outside Warren County, copies of the Records shall be sent to the Department of Finance upon written demand. The decision of the Town's Director of Finance shall be final in determining whether Statements comply with the terms of this Agreement.

5. PAYMENTS

Due Date – Interest, Fees and Charges

A. *User shall pay for water and sanitary sewer services provided by Town.*
B. *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 User in writing of all such delinquencies. A late charge of two percent (2%) of the delinquent bill shall be charged to the delinquent Account.*
C. *If the Account remains delinquent for ten (10) days after the original notice, an additional service charge of Ten Dollars ($10.00) 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.*
D. *If such User does not pay the full amount of charges, penalty, and interest for water provided or cease such disposal within ten (10) days after the delinquent fees and charges charged for water or sewage disposal services are due, the Town's Director of Finance may issue a service termination notice and may cease supplying water and sewage disposal services to User's premises thereto unless an officer of the Virginia Department of Health certifies that shutting off the water will endanger the health of the occupants of User's premises or the health of others. At least ten (10) business days prior to ceasing the supply of water or sewage disposal services, the Director of Finance shall provide the owner with written notice of such cessation. User shall have a right to request a hearing before the Finance Director during said ten (10) business day period to object to cessation of utility*

service, during which hearing said User may present evidence to support User's position as to why utility service ought not to be disconnected for cause.

E. *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 $20.00 for the first time; 1st; $30.00 for the second time; and $40.00 for the third time. At all other times other than normal business hours, the reconnection fee shall be one and one-half (1 ½) the reconnection fee during normal business hours.*

F. *If the fees and charges charged for water service or the use and services of the Town's sewage disposal system by or in connection with User's Premises are not paid when due, the User shall, until such fees and charges are paid with such penalty and interest to the date of payment, cease to dispose of sewage or industrial waste originating from or on such real estate by discharge thereof directly or indirectly into the Town's sewage disposal system.*

G. *Such fees and charges, and any penalty and interest thereon, when unpaid as provided above, shall constitute a lien against the property, ranking on a parity with liens for unpaid taxes. A lien may be placed on the property by the Town when the owner of the Premises has been advised in writing that a lien may be placed upon the property if the owner of the Premises fails to pay any delinquent water and sewer charges when due as provided as above. Such written notice shall be provided at least 30 days in advance of recordation of any lien with a copy of the bill for delinquent water and sewer charges to allow the owner of the Premises a reasonable opportunity to pay the amount of the outstanding balance and avoid the recordation of a lien against the property. The lien may be in the amount of (i) up to the number of months of delinquent water or sewer charges when the water or sewer is, or both are, provided to the owner of the Premises; (ii) any applicable penalties and interest on such delinquent charges; and (iii) reasonable attorney fees and other costs of collection not exceeding 20 percent of such delinquent charges. In no case shall a lien for less than $25 be placed against the property.*

Place of Payment

Payments shall be made by: 1) mail to Department of Finance, 102 E. Main Street, P.O. Box 1560, Front Royal, Virginia 22630, 2) deposit at the deposit box in the rear of the Town Hall, 3) delivery in person at the Town Hall, or 4) delivery to a designated bank.

Allocation of Payments

User 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.

6. TERMINATION OF SERVICES FOR BREACH OR FAILURE TO PAY

Grounds for Termination of Service

Services may be terminated for User's failure to comply with any of the terms of this Agreement including failure to pay for services as agreed herein.

Notice

The Director will notify the User at User's billing address (_____), 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 Section 134-43 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, unless User and Town have previously agreed in writing to a different arrangement as to such notice.

Disconnection of Service

If such User does not pay the full amount of charges, penalty, and interest for water provided or cease such disposal within Ten (10) days after the delinquent fees and charges charged for water or sewage disposal services are due, the Town's Director of Finance may issue a service termination notice and may cease supplying water and sewage disposal services to User's premises thereto unless an officer of the Virginia Department of Health certifies that shutting off the water will endanger the health of the occupants of User's premises or the health of others. At least ten (10) business days prior to ceasing the supply of water or sewage disposal services, the Director of Finance shall provide the owner with written notice of such cessation. Notwithstanding the foregoing, no services shall be terminated prior to the date set by the Town for a contest hearing as set forth in paragraph 5. D., above.

Conditions for Reconnection of Service

Once terminated, services shall not be restored to User until the outstanding balance (service fee(s), penalty, interest and reconnection fee(s)) for that service location is paid in full, unless the Director of Finance has approved other arrangements for payment in full.

7. 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 User in the same manner as provided above. Unless payment in full, plus a $35.00 returned check service charge, is received by the Director 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 User's service location shall be terminated. If the User 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.

8. USE, INSTALLATION, AND INSPECTIONS

The User further agrees to the following conditions: (1) The User 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, 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 User 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 User bears the total cost of all extension; (6) The User shall pay the in-town water and/or sewer connection tap fees. If the User violates any of these conditions, the Town may terminate Services after written notice to the User. The User may contest the Town's Notice of Default by contacting the Town Manager within five business days of the notice. The Town Manager will immediately schedule a hearing on the User's claim that he is not in default. If the User's challenge is not successful, Services will be terminated.

9. RIGHTS OF WAY / EASEMENTS

User agrees to 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 sewage services to User and User's tenants, if any. User 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. Any such filing fees will be billed to User.

10. COMMISSION ON LOCAL GOVERNMENT

In the event that, by act of the Virginia General Assembly, decision of any court of competent jurisdiction, or for any other reason beyond the control of Town, the provisions of this Agreement for payments in lieu of taxes as a component of the out-of-town rate for services is determined to be illegal, ultra vires or unenforceable, the parties to this Agreement further agree that the Town may immediately terminate Services to the User unless the parties to this Agreement agree on a legally permitted substitute fee in place of a payment in lieu of Town taxes as set forth in this Agreement. In the event that no such legal substitute is available, the Town may terminate this Agreement without cost or liability.

11. REPRESENTATIONS

By signing below, the User represents and certifies that User has read and fully understands this Agreement having had an opportunity to consult with legal counsel, that User is the owner of the premises to which this Agreement relates, that User agrees to comply fully with the terms of this Agreement, and that the individual executing this Agreement on behalf of User is an authorized signatory hereto.

USER

By: _____ DATE: _____/_____/_____

Member

Note: A certified corporate resolution, or equivalent, authorizing the above signatory to enter into this Agreement must accompany this Agreement.

STATE OF _____
COUNTY OF _____, TO-WIT:

I, _____, a Notary Public in and for the State of _____, do hereby certify that _____, whose name is signed to the foregoing Agreement, did this day personally appear and acknowledge the same before me in my State and County aforesaid.

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

_____ _____

My Commission Expires *Notary Public*

TOWN OF FRONT ROYAL, VIRGINIA

By: _____ Approved as to form:

Town Manager

_____

Town Attorney

This ordinance shall become effective upon passage.

APPROVED:

_____
Hollis L. Tharpe, 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 _____2018, upon the following recorded vote:

Eugene R. Tewalt	Yes/No	Jacob L. Meza	Yes/No
William A. Sealock	Yes/No	Christopher S. Morrison	Yes/No
John P. Connolly	Yes/No	Gary Gillispie	Yes/No

A public hearing on the above was held on _____, 2018, having been advertised in the Northern Virginia Daily on _____, 2018, and _____, 2018. The Ordinance was enacted at the Regular Meeting of the Town Council held _____2018, to become effective immediately.

Approved as to form and legality:

_____
Douglas W. Napier, Town Attorney

Date: ____/____/_____

AN ORDINANCE TO AMEND AND RE-ENACT FRONT ROYAL TOWN CODE SECTION 134-31.1.C PERTAINING TO WATER SERVICE RATES IN THE ROUTE 522 NORTH CORRDIOR

134-31.1 WATER SERVICE RATES

C. The rates for water service usage furnished outside of the limits of the Town of Front Royal:

(i) One hundred percent (100%) more than the in-town rates as provided above, for areas not in the "U.S. Routes 522/340 Corridor Area, or "Route 522 Corridor Area", or "Corridor Area", hereinafter, "Corridor Area", as described and defined in subparagraph (ii) below.

(ii) (a.) In the "Corridor Area", commercial users ("Users") of Town water services shall pay to the Town a rate for services equal to the charge to in-Town commercial/industrial users, plus an amount in lieu of all of the taxes (less and except, however, the equivalent of the Town's meals and lodging taxes, as hereinafter set forth) and license fees the User would pay to the Town if User's premises, and all commercial activity thereon, or ancillary thereto, was located and occurring within the boundaries of Town, or "PILOT fees" ("Payments In Lieu of [Town] Taxes fees"). The annual amount due shall include all such taxes (less and except, however, the equivalent of the Town's meals [food and beverage] and lodging taxes), and license fees, whether ordinarily imposed directly on the User and paid to the Town, or indirectly on User's customers, collected by User and paid to the Town, as if User was located within the Town. Such indirectly imposed taxes shall not include the Town meals (food and beverage) taxes and Town lodging taxes. By February 1st each calendar year, User shall file with the Town a statement ("Statement") of User's previous year's taxes in the following categories: (1) property taxes paid the County of Warren, Virginia; (2) gross receipts subject to a state sales tax, and business and professional occupational license taxes (excluding meals and lodging taxes collected); (3) a list of all automobiles for which license taxes were paid to Warren County; (4) any bank franchise tax paid on deposits in Warren County; and (5) any car rental tax paid. This information contained in the Statement will be used to calculate an amount equivalent to what User's annual taxes or taxes collected and license fees would be if User were a Town resident or a Town business. This amount shall then be divided into twelfths and such resulting amount shall be added to User's monthly bill for services.

(b.) If a commercial User in the Corridor Area is new to Warren County, the information required in the Statement above shall be estimated by the Town for purposes of determining the User's rate for the first year of services.

(c.) The Corridor Area was originally described and defined in the "Amendment to an Agreement Between the County of Warren and the Town of Front Royal Regarding the Provision of Water and Sewer Service by the Town in the U.S. Route 522/340 North Corridor and the Assumption of Full Service Funding and Responsibility by the County of Fire/Rescue, Parks/Recreation Operations and Animal Control Services", dated August 9, 1999, and as further ratified by "Final Order Validating and Affirming Voluntary Settlement Agreement Between the Town of Front Royal and the County of Warren", said Order entered into by the Circuit Court of Warren County, Virginia, dated December 13, 1999, Case No.CL97000225. The Corridor Area originally is described and defined as being that area north of the corporate boundaries of the Town of Front Royal, in Warren County, on both sides of U.S. Routes 522/340 North, extending to Crooked Run on the West side of U.S. Routes 522/340 North to the tracks of the Norfolk and Southern Railroad Company on the East side of U.S. Routes 522/340 North, and between the Interstate-66 Interchange to the South and State Route 661 (Fairgrounds Road) to the North. The Corridor Area has since been amended and expanded, by Voluntary Settlement Agreement between the Town of Front Royal and the County of Warren, to additionally include Crooked Run West, which contains current Warren County Tax Map Parcel Numbers 12 M 2 9 (11.22ac), 12 M 2 10 (2.33ac), 12 M 2 11 (53.93 ac), 12 M 2 12 (20.00 ac), 12 M 2 13 (30.43 ac), and 12 M 2 14 (29.94 ac), in total containing 147.85 acres, more or less, all of which are part of the Corridor Area.

(d.) Users in the Corridor Area, in order to use Town public water and sewer utility services, shall enter into with the Town, and be subject to, an Out-of-Town Water and Sewage Service Agreement which contains provisions for "payments in lieu of taxes" fees, or "PILOT Fee Agreement", which PILOT Fee Agreements shall be in substantially the following form:

TOWN OF FRONT ROYAL, VIRGINIA

OUT-OF-TOWN WATER AND SEWAGE SERVICE AGREEMENT

(Warren County Commercial/Industrial Freehold Users)

This Out-of-Town Water and Sewage Service Agreement ("Agreement"), is made this _____ day of _____, 2_____ , by and between the ***Town of Front Royal, Virginia*** *("Town")*

*and _____ **LLC** ("User"), owner of commercial/industrial property commonly known as _____, located in the County of Warren, Virginia, being the same property conveyed to User by deed recorded in Deed Book _____, Page_____, as instrument # _____, of the land records of the Warren County Circuit Court, and identified as Warren County Tax Map Parcel No. ____ ("Property").*

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

WHEREAS, the Town operates sewer services and water supply systems outside of its boundaries and desires to contract to supply water and sewage services ("Services") to commercial and industrial users ("Users") located outside of its boundaries, and

WHEREAS, the County of Warren, Virginia, by separate agreement with the Town, concurs with the supplying of water and sewage services to such Users by the Town, and

WHEREAS, the User desires to obtain water and sewer services from the Town to its property via connection ("tap") to the Town's service mains ("service location"), and to enter into an agreement containing the terms and conditions for the supplying of Services which satisfies the contract requirements of Section 134.31 of the Code of the Town of Front Royal, Virginia.

NOW THEREFORE, in consideration of Town Work Order No._____, incorporated herein by this reference, creating a service location for User, and of providing Services to User and/or such other good and valuable consideration, receipt of which is hereby acknowledged, User agrees to the following, which shall be binding upon User and User's successors in interest, lessees, and assigns:

1. SERVICE ACCOUNT AND DEPOSIT

Account

Upon execution of this Agreement, The Town's Department of Finance will open a service billing account ("Account") for User's service location and shall bill User for usage of Services supplied to such service location as determined by metering at User's master meter. If User has tenants using Services supplied via the same service location, User's usage shall be reduced by the usage of such tenants provided that each of such tenants have separate Accounts with Town, with usage determined by separate metering via separate tenant sub meters.

Deposit Amount

User shall pay to Town a deposit ("deposit") to secure payment for Services. For an existing commercial/industrial service location at the property, the deposit required for Town Services shall be an amount equal to the highest monthly bill for that service location during the preceding twelve months of Services, or Two Hundred and Fifty Dollars ($250.00), whichever is greater.

For a newly created commercial/industrial service location at the property, the Town's Department of Finance shall establish the required deposit at an amount estimated to equal to the User's anticipated average monthly bill for Services.

Payment of Deposit, Interest and Refunds

Payment of the deposit is due upon the earlier of the execution of the Town's service work order or the execution of this Agreement, and shall be held by Town in an interest-bearing account.

The deposit, plus any accrued interest, shall be refunded upon the closing of the Account in an amount equal to the deposit and accrued interest minus any amount deducted to satisfy User arrearages or other debts owing to the Town. Upon request of a refund, the Director of Finance shall first ensure that User does not have any debts owing to the Town. If the User is indebted to the Town, the Director of Finance will apply any refund toward satisfaction of these debts prior to the refund of any deposit balances to the User.

2. COMPLIANCE WITH LAW

User agrees to comply with all applicable ordinances of Town concerning Services, including, but not limited to, discharge standards, pretreatment of waste, connection fees, and agrees to accept all new rate schedules and fees that the Town Council of Town may from time to time establish and adopt.

3. OUT-OF–TOWN COMMERCIAL RATES AND FEES

User shall pay to the Town a rate for Services equal to the charge to in-Town commercial/industrial users, plus an amount in lieu of all of the taxes (less and except, however, the equivalent of the Town's meals [food and lodging] and lodging taxes,) and license fees the User would pay to the Town if User's Premises, and all commercial activity thereon, or ancillary thereto, was located and occurring within the boundaries of Town ("PILOT fees" or "Payments In Lieu of [Town] Taxes fees"). The annual amount due shall include all such taxes (less and except, however, the equivalent of the Town's meals [food and lodging] and lodging taxes, and hereinafter set forth) and license fees, whether ordinarily imposed directly on the User and paid to the Town, or indirectly on User's customers, collected by User and paid to the Town, as if User was within the Town. Such indirectly imposed taxes shall not include the Town meals (food and beverage) tax and Town lodging tax. By February 1st each calendar year, User shall file with the Town a statement ("Statement") of User's previous year's taxes in the following categories as may apply to User: (1) property taxes paid the County of Warren, Virginia; (2) gross receipts subject to a state sales tax, and business and professional occupational license taxes; (3) a list of all automobiles for which license taxes were paid to Warren County; (4) any bank franchise tax paid on deposits in Warren County; and (5) any car rental tax paid. This information contained in the Statement will be used to calculate an amount equivalent to what User's annual taxes and license fees would be if User were a Town resident. This amount shall then be divided into twelfths and such resulting amount shall be added to User's monthly bill for services.

If the User is new to doing business in Warren County, the information required in the Statement above shall be estimated by the Town for purposes of determining the User's rate for the first year of services.

4. VERIFICATION OF FEES

For three years, User shall keep sufficient records to enable the Town to verify the accuracy of Statements submitted by User and the correctness of rates and fees under this Agreement. All such records, books of account and other information required to be kept by any taxing authority ("Records") shall be open to inspection and examination by the Department of Finance of Town in order to allow the Town to determine compliance with the terms of this Agreement. The Town shall provide User with the option of having such audit conducted in a local business office of User where Records are maintained. In the event the Records are maintained outside Warren County, copies of the Records shall be sent to the Department of Finance upon written demand. The decision of the Town's Director of Finance shall be final in determining whether Statements comply with the terms of this Agreement.

5. PAYMENTS

Due Date – Interest, Fees and Charges

A. *User shall pay for water and sanitary sewer services provided by Town.*
B. *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 User in writing of all such delinquencies. A late charge of two percent (2%) of the delinquent bill shall be charged to the delinquent Account.*
C. *If the Account remains delinquent for ten (10) days after the original notice, an additional service charge of Ten Dollars ($10.00) 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.*
D. *If such owner does not pay the full amount of charges, penalty, and interest for water provided or cease such disposal within ten (10) days after the delinquent fees and charges charged for water or sewage disposal services are due, the Town's Director of Finance may issue a service termination notice and may cease supplying water and sewage disposal services to User's premises thereto unless an officer of the Virginia Department of Health certifies that shutting off the water will endanger the health of the occupants of User's premises or the health of others. At least ten (10) business days prior to ceasing the supply of water or sewage disposal services, the Director of Finance shall provide the owner with written notice of such cessation. User shall have a right to request a hearing before the Finance Director during said ten (10) business day period to object to cessation of utility*

service, during which hearing said User may present evidence to support User's position as to why utility service ought not to be disconnected for cause.

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F. *If the fees and charges charged for water service or the use and services of the Town's sewage disposal system by or in connection with User's Premises are not paid when due, the User shall, until such fees and charges are paid with such penalty and interest to the date of payment, cease to dispose of sewage or industrial waste originating from or on such real estate by discharge thereof directly or indirectly into the Town's sewage disposal system.*

G. *Such fees and charges, and any penalty and interest thereon, when unpaid as provided above, shall constitute a lien against the property, ranking on a parity with liens for unpaid taxes. A lien may be placed on the property by the Town when the owner of the Premises has been advised in writing that a lien may be placed upon the property if the owner of the Premises fails to pay any delinquent water and sewer charges when due as provided as above. Such written notice shall be provided at least 30 days in advance of recordation of any lien with a copy of the bill for delinquent water and sewer charges to allow the owner of the Premises a reasonable opportunity to pay the amount of the outstanding balance and avoid the recordation of a lien against the property. The lien may be in the amount of (i) up to the number of months of delinquent water or sewer charges when the water or sewer is, or both are, provided to the owner of the Premises; (ii) any applicable penalties and interest on such delinquent charges; and (iii) reasonable attorney fees and other costs of collection not exceeding 20 percent of such delinquent charges. In no case shall a lien for less than $25 be placed against the property.*

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Allocation of Payments

User 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.

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Grounds for Termination of Service

Services may be terminated for User's failure to comply with any of the terms of this Agreement including failure to pay for services as agreed herein.

Notice

The Director will notify the User at User's billing address (_____), 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 Section 134-43 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, unless User and Town have previously agreed in writing to a different arrangement as to such notice.

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Conditions for Reconnection of Service

Once terminated, services shall not be restored to User until the outstanding balance (service fee(s), penalty, interest and reconnection fee(s)) for that service location is paid in full, unless the Director of Finance has approved other arrangements for payment in full.

7. 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 User in the same manner as provided above. Unless payment in full, plus a $35.00 returned check service charge, is received by the Director 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 User's service location shall be terminated. If the User 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.

8. USE, INSTALLATION, AND INSPECTIONS

The User further agrees to the following conditions: (1) The User 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, 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 User 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 User bears the total cost of all extension; (6) The User shall pay the in-town water and/or sewer connection tap fees. If the User violates any of these conditions, the Town may terminate Services after written notice to the User. The User may contest the Town's Notice of Default by contacting the Town Manager within five business days of the notice. The Town Manager will immediately schedule a hearing on the User's claim that he is not in default. If the User's challenge is not successful, Services will be terminated.

9. RIGHTS OF WAY / EASEMENTS

User agrees to 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 sewage services to User and User's tenants, if any. User 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. Any such filing fees will be billed to User.

10. COMMISSION ON LOCAL GOVERNMENT

In the event that, by act of the Virginia General Assembly, decision of any court of competent jurisdiction, or for any other reason beyond the control of Town, the provisions of this Agreement for payments in lieu of taxes as a component of the out-of-town rate for services is determined to be illegal, ultra vires or unenforceable, the parties to this Agreement further agree that the Town may immediately terminate Services to the User unless the parties to this Agreement agree on a legally permitted substitute fee in place of a payment in lieu of Town taxes as set forth in this Agreement. In the event that no such legal substitute is available, the Town may terminate this Agreement without cost or liability.

11. REPRESENTATIONS

By signing below, the User represents and certifies that User has read and fully understands this Agreement having had an opportunity to consult with legal counsel, that User is the owner of the premises to which this Agreement relates, that User agrees to comply fully with the terms of this Agreement, and that the individual executing this Agreement on behalf of User is an authorized signatory hereto.

USER

By: _____ DATE: _____/_____/_____

Member

Note: A certified corporate resolution, or equivalent, authorizing the above signatory to enter into this Agreement must accompany this Agreement.

STATE OF _____
COUNTY OF _____, TO-WIT:

I, _____, a Notary Public in and for the State of _____, do hereby certify that _____, whose name is signed to the foregoing Agreement, did this day personally appear and acknowledge the same before me in my State and County aforesaid.

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

_____ _____

My Commission Expires *Notary Public*

TOWN OF FRONT ROYAL, VIRGINIA

By: _____ Approved as to form:

Town Manager

_____

Town Attorney

This ordinance shall become effective upon passage.

APPROVED:

_____
Hollis L. Tharpe, 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 _____2018, upon the following recorded vote:

Eugene R. Tewalt	Yes/No	Jacob L. Meza	Yes/No
William A. Sealock	Yes/No	Christopher S. Morrison	Yes/No
John P. Connolly	Yes/No	Gary Gillispie	Yes/No

A public hearing on the above was held on _____, 2018, having been advertised in the Northern Virginia Daily on _____, 2018, and _____, 2018. The Ordinance was enacted at the Regular Meeting of the Town Council held _____2018, to become effective immediately.

Approved as to form and legality:

_____
Douglas W. Napier, Town Attorney

Date: ____/____/_____

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Town of Front Royal, Virginia
Council Agenda Statement

Meeting Date: May 14, 2018

Agenda Item: COUNCIL APPROVAL – Annual Appropriation Ordinance for FY2018-2019 Budget *(2nd Reading)*

Summary: Council is requested to adopt on its second and final reading the Town's Annual Appropriation Ordinance for FY2018-2019 Budget effective July 1, 2018 through June 30, 2019, as proposed.

Budget/Funding: None

Attachments: Appropriation Ordinance

Meetings: Work Sessions held January 2, February 5 and 20, March 5, April 2 and 16, 2018; Public Hearing held April 23, 2018

Staff Recommendation: Approval ✓ Denial_____

Proposed Motion: **I move that Council adopt on it second and final reading of the Town's Annual Appropriation Ordinance for FY2018-2019 Budget effective July 1, 2018 through June 30, 2019, as proposed.**

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: JW

Appropriation Ordinance

Town of Front Royal, Virginia

ANNUAL APPROPRIATION ORDINANCE

AN ORDINANCE ESTABLISHING THE BUDGET FOR THE TOWN OF FRONT ROYAL, VIRGINIA FOR THE FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019 APPROPRIATING FUNDS FOR PUBLIC PURPOSES FOR SUCH FISCAL YEAR; CONFIRMING AND CONTINUING ALL ORDINANCES OF THE TOWN OF FRONT ROYAL, VIRGINIA RELATING TO TAXES, LICENSES, FEES, SERVICE CHARGES, COSTS AND OTHER CHARGES AND ALL ORDINANCES RELATING TO THE TIME OF PAYMENT THEREOF AND COLLECTION THEREOF, EXCEPT AS HEREIN SPECIFICALLY MODIFIED

BE IT ORDAINED by the Council of the Town of Front Royal, Virginia as follows:

BUDGET EXPENDITURES

The following budget incorporated by reference, totaling **$46,006,355** for the Town of Front Royal, Virginia for the fiscal year beginning July 1, 2018 and ending June 30, 2019 is hereby proposed, proposed, and adopted:

(See Attached BUDGET SUMMARY and Town Manager's FY2018-2019 Budget for details, incorporated by reference)

BUDGET REVENUES

Public revenues of the Town of Front Royal, Virginia are hereby appropriated for public purposes for the fiscal year beginning July 1, 2018 and ending June 30, 2019, as set forth in the appropriate Section of such budget.

TAX RATES

The tax rate for all real estate and for all real property and improvements located within the Town of Front Royal subject to tax established by Town Council in Town Code Chapter 75-44.

PERSONAL PROPERTY TAX RELIEF & PRORATION

When any motor vehicle, trailer, or boat is sold and removed from the Town limits after January 1, the tax shall be relieved through proration on a monthly basis, and the appropriate amount of tax refunded if such tax has already been paid, upon application by the owner to the Commission of the Revenue and notice has been provided to the Commonwealth of Virginia Department of Motor Vehicles; however, no refund shall be made if the motor vehicle, trailer, or boat is moved within the Commonwealth to a non-prorating locality. Requests for relief refunds must be made no later than three (3) years from the last day of the tax year during which the motor vehicle, trailer, or boat was sold, had its title transferred, or was removed from the Town limits. No refund of less than five dollars ($5.00) shall be issued. If a motor vehicle, trailer, or boat is acquired or moved into the Town limits after January 1, the tax shall be assessed for the remainder of the tax year. Such tax

shall be prorated on a monthly basis. For purposes or proration, a period of more than one-half of a month shall be counted as a full month and a period of less than one-half of a month shall not be counted. All requests for relief or proration shall be filed in compliance with the Warren County Code.

RATES & FEES

The licenses, fees, services charges, costs, and other charges established by Town Council in the Town Code and as identified in the budget to generate the revenues for the Town are hereby confirmed and appropriated for public purposes.

AUTHORIZATION

The Town Manager is hereby authorized to pursue revenue collection and expenditure of public funds in pursuit of fulfilling the budget as conforming to the adopted Town Council Fiscal Policies and Procurement Manual. The Town Manager is further authorized to withhold or postpone the expenditure of any funds appropriated by and in this Ordinance when it appears to the Town Manager that it would be in the best interest of the Town for such expenditure to be withheld; but, this provision shall not in any way limit or restrict the right of the Council of the Town of Front Royal, Virginia, in its sole discretion to the fullest extent permitted by law, to direct immediate disbursement of any appropriated funds when the Council of the Town of Front Royal, Virginia, is of the opinion that the funds should be expended regardless of the position or action of the Town Manager. The Town Manager is authorized to transfer monies between line items and categories within the budgeted appropriations.

CONFLICT

Any Ordinance in conflict with this Ordinance is hereby repealed to the extent and only to the extent that such conflict exists. However, all Ordinances not in conflict with this Ordinance shall continue in effect, including specifically all Ordinances of the Town of Front Royal, Virginia relating to taxes, licenses, fees, service charges, costs and payment, and collection thereof continuing in effect except as herein specifically modified.

CONTINUITY

If any part of this Ordinance is found to be invalid by competent authority, the remaining portions of this Ordinance shall continue in effect to the fullest extent permitted by law.

EFFECTIVE DATE

This Ordinance shall become effective July 1, 2018.

Adopted this ____this day of May, 2018

APPROVED:

_____
Hollis L. Tharpe, 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 _____2018, upon the following recorded vote:

Eugene R. Tewalt	Yes/No	Jacob L. Meza	Yes/No
William A. Sealock	Yes/No	Christopher S. Morrison	Yes/No
John P. Connolly	Yes/No	Gary Gillispie	Yes/No

A public hearing on the above was held on _____, 2018, having been advertised in the Northern Virginia Daily on _____, 2018, and _____, 2018. The Ordinance was enacted at the Regular Meeting of the Town Council held _____2018, to become effective immediately.

Approved as to form and legality:

_____
Douglas W. Napier, Town Attorney

Date: ____/____/_____

TOWN OF FRONT ROYAL, VIRGINIA
BUDGET SUMMARY FOR FISCAL YEAR ENDING JUNE 30, 2018

GENERAL FUND EXPENDITURES

General Government	$1,025,920
Financial Administration	$911,075
Legal Services	$372,255
Public Safety	$5,059,840
General Property Maintenance	$1,142,250
Planning & Zoning Administration - Including Boards & Commissions	$549,570
Risk Management & Insurances	$899,895
Economic Development	$9,065
Information Technology	$613,840
Transfers & Contingency Reserves	$380,445
TOTAL GENERAL FUND EXPENDITURES	**$10,964,155**

STREET FUND EXPENDITURES

Environmental Services & Inspections	$436,435
State Highway Maintenance System	$1,795,080
TOTAL STREET FUND EXPENDITURES	**$2,231,515**

ECONOMIC DEVELOPMENT & DESIGNATED FUNDS EXPENDITURES

Debt Obligation - Economic Development	$141,400
Community Development Projects	$531,200
Asset Forfeitures - Public Safety	$12,000
TOTAL ECONOMIC & DESIGNATED FUND EXPENDITURES	**$684,600**

ELECTRIC FUND EXPENDITURES

Operations	$2,375,790
Purchase of Electricity	$15,710,650
Transfer to General Fund and/or Contingency Fund	$1,950,000
TOTAL ELECTRIC FUND EXPENDITURES	**$20,036,440**

WATER FUND EXPENDITURES

Administration	$132,890
Water Plant Operations	$1,650,855

Line Maintenance Operations	$1,223,085
Meter Reading	$511,810
Debt Service	$1,078,545
Transfer to General Fund and/or Contingency Fund	$509,000
TOTAL WATER FUND EXPENDITURES	**$5,106,185**

SEWER FUND EXPENDITURES

Administration	$129,945
Wastewater Plant Operations	$1,947,485
Line Maintenance Operations	$977,285
Debt Service	$2,241,275
Transfer to General Fund and/or Contingency Fund	$587,000
TOTAL SEWER FUND EXPENDITURES	**$5,882,990**

SOLID WASTE FUND EXPENDITURES

Operations	$1,015,470
Transfer to General Fund and/or Contingency Fund	$85,000
TOTAL SOLID WASTE FUND EXPENDITURES	**$1,100,470**

TOTAL ALL FUND EXPENDITURES	**$46,006,355**

GENERAL FUND REVENUE

Real Estate Property Tax	$903,130
Public Service Property Tax & Tax Penalties	$55,500
Personal Property Tax	$648,410
Other Local Taxes	$5,262,100
Permits & Fees	$28,000
Fines & Forfeitures	$180,000
Use of Money & Property	$57,045
Public Right-of-Ways Use Fees	$1,100
Intergovernmental	$636,820
Interfund Transfers	
Electric Fund	$1,950,000
Water Fund	$509,000

Sewer Fund	$587,000
Solid Waste Fund	$85,000
Miscellaneous Receipts	$61,050
TOTAL GENERAL FUND REVENUE	**$10,964,155**

STREET FUND REVENUE

State Highway Maintenance Funds	$1,956,320
Use of Money & Property	$21,500
Street, Curb, & Gutter Assessments	$23,250
Transfer from General Fund	$230,445
TOTAL STREET FUND REVENUE	**$2,231,515**

ECONOMIC DEVELOPMENT & DESIGNATED FUNDS REVENUE

Real Estate Property Tax - Economic Development	$141,400
Asset Forfeiture & Grant Funding	$12,000
Real Estate Property Tax - Community Development	$531,200
TOTAL ECONOMIC & DESIGNATED FUNDS REVENUE	**$684,600**

ELECTRIC FUND REVENUE

Use of Money & Property	$114,000
Connection Fees	$75,000
Internal Loan	$150,000
Sale of Services	$19,656,440
Miscellaneous Receipts	$41,000
TOTAL ELECTRIC FUND REVENUE	**$20,036,440**

WATER FUND REVENUE

Use of Money & Property	$42,000
Antenna Rentals	$99,075
Sale of Services	$4,738,225
Connection Fees	$190,000
Internal Loan	$34,885
Miscellaneous Receipts	$2,000
TOTAL WATER FUND REVENUE	**$5,106,185**

SEWER FUND REVENUE

Use of Money & Property	$42,000
Sale of Services	$5,514,840

Connection Fees	$260,000
Miscellaneous Receipts	$66,150
TOTAL SEWER FUND REVENUE	**$5,882,990**

SOLID WASTE FUND REVENUE

Use of Money & Property	$17,000
Sale of Services	$1,059,670
Miscellaneous Receipts	$23,800
TOTAL SOLID WASTE FUND REVENUE	**$1,100,470**

TOTAL ALL FUND REVENUES	**$46,006,355**

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Town of Front Royal, Virginia
Council Agenda Statement

Item No. 10

Meeting Date: May 14, 2018

Agenda Item: COUNCIL REFER TO PLANNING COMMISSION – Off-Street Parking Requirements on the Southern Portion of Chester Street

Summary: Council is requested to refer to the Planning Commission the review of off-street parking requirements on the southern portion of Chester Street and make recommendations of amendments to the Town Code 148-870.A.17 if deemed necessary to do so.

Budget/Funding: None

Attachments: Memorandum from Director of Planning & Zoning

Meetings: Work Session held May 7, 2018

Staff Recommendation: Approval ✓ Denial_____

Proposed Motion: **I move that Council refer to the Planning Commission the review of off-street parking requirements on the southern portion of Chester Street and make recommendations of amendments to Town Code 148-870.A.17 if deemed necessary to do so.**

*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: JW

TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING
Memorandum

To: Joe Waltz, Town Manager

From: Jeremy F. Camp, Planning & Zoning Director

Date: May 9, 2018

Re: Possible Referral to Planning Commission – Off Street Parking Requirements on the Southern Portion of Chester Street

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The owner of the Virginia Beer Museum, located at 16 Chester Street, has requested that the Town consider amending the parking requirements to include the southern portion of Chester Street in the off-street parking exemption of Town Code 148-870.A.17. Currently, Town Code 148-870.A.17. says that off-street parking spaces are not required on any lot fronting on E. Main Street, and the portion of E. Jackson Street from N. Royal Ave. to Church Street.

The reason for the request, is because the owner of the Virginia Beer Museum would like to enclose the entire rear yard of the Virginia Beer Museum with a fence and gate, and keep the area closed during regular business hours to use as a "beer garden." Removal of the rear parking area from use is currently not permitted. This is because a minimum number of off-street parking spaces are required in accordance with the Town Code.

The property can legally be fenced, as proposed by the Applicant, but the off-street parking spaces can not be eliminated or reduced (Town Code 175-127). Adding the southern portion of Chester Street to Town Code 148-870.A.17 would allow the Virginia Beer Museum to move forward with their plans. At present, the Virginia Beer Museum could enclose a portion of the rear yard area, but would have to keep the remaining portion open for use as off-street parking.

All revisions to the Zoning Ordinance (Chapter 175) and Subdivision and Land Development Ordinance (Chapter 148) are required by State Law to be reviewed by the Planning Commission before action by the governing body (Town Council). Town Council may either refer the request to the Planning Commission for review and recommendation, or, may chose not to. Revisions to Chapter 148 of the Town Code can be initiated be 1) Town Council, 2) Planning Commission, or 3) Application by Citizen with application fee.