REGULAR TOWN COUNCIL MEETING

Monday, August 26, 2019 @ 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 August 12, 2019
5. Receipt of Petitions and/or Correspondence from the Public
6. Reports:
   a. Report of special committees or Town officials and Town Manager
      *** Presentation of Star of the Month Award**
   b. Requests and inquiries of Council members.
   c. Report of the Interim Mayor
   d. Proposals for addition/deletion of items to the Agenda.

7. **<u>CONSENT AGENDA ITEMS</u>** – (**ROLL CALL VOTE REQUIRED)**
   A. COUNCIL APPROVAL – Purchase of Vehicle for Horticulture Department
   B. COUNCIL APPROVAL – Bid for Water Meters

8. **<u>PUBLIC HEARING</u>** – To Receive Public Comments/Concerns and Approve an Ordinance to Vacate a Portion of Carter Street – Chris Holloway *(1st Reading)*

9. **<u>PUBLIC HEARING</u>** – Ordinance to Amend Chapter 134-71 Pertaining to Utility Accounts Payments and Termination of Service *(1st Reading)*

10. **<u>COUNCIL APPROVAL</u>** – Ordinance to Amend Chapter 4-19 Pertaining to Order of Business and Placement and Approval of Items on the Agenda *(2nd Reading)*

11. **<u>CLOSED MEETING</u>** - 1) EDA-related and other issues concerning the financing of the new Police Department Headquarters and 2) Personnel Matter

----

TOWN COUNCIL WORK SESSION

Monday, August 26, 2019
immediately after the regular meeting

<u>TOWN/STAFF RELATED ITEMS</u>

1. Route 522 Corridor Water Reliability Study by CHA

<u>COUNCIL/MAYOR RELATED ITEMS:</u>

2. Council Discussion

7A

Town of Front Royal, Virginia
Council Agenda Statement

Page 1
Item No. 7(A)

Meeting Date: August 26, 2019

Agenda Item: COUNCIL APPROVAL – Purchase of Vehicle for Horticulture Department

Summary: Council is requested to approve the purchase of one (1) 2019 Ford F250 pickup truck from Colonial Ford Truck Sales, Inc. on Virginia State Contract in the amount of $33,610.70. The new pickup will replace a pickup truck with over 115,000 miles. The older vehicle will be pulled from the Town's fleet and added to the Town's public auction.

Budget/Funding: Horticulture Division of Public Works Department has a budgeted vehicle expense for this truck of $40,000 in FY20 line item 44305-47005

Attachments: Memo from Manager of Purchasing and Director of Fleet Management

Meetings: Work Session held August 12, 2019

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 one (1) 2019 Ford F250 pickup truck from Colonial Ford Truck Sales, Inc. on Virginia State Contract in the amount of $33,610.70 to replace a pickup truck with over 115,000 miles. I further move that staff place the older vehicle in the Town's public auction.**

*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, Virginia

Purchasing, Department of Finance

MEMORANDUM

Date: July 19, 2019
To: Tina Presley, Senior Executive Assistant
Town Manager's Office
From: Alisa Scott, Purchasing Manager
RE: Request to Add Consent Agenda Item

Purchasing responded to a request from the Director of Fleet Management to purchase one (1) 2019 Ford F250 pickup truck from Colonial Ford Truck Sales, Inc. on Virginia State Contract E194-73326. The new pickup truck will be replacing a pickup truck with over 115,000 miles. The older vehicle will be pulled from the Town's fleet and added to items for public auction.

The Colonial Ford contract is competitively bid by the State of Virginia's Office of Fleet Management Services and authorizes localities to make such purchases to improve their own fleet.

Town Council is requested to approve this purchase that is recommended by staff in the amount of $33,610.70.

The Horticulture Division of the Public Works Department has budgeted a total vehicle expense for this truck of $40,000. Funding is available in the Horticulture Division's FY20 line item 44305-47005.

Department of Purchasing
102 E Main Street
Front Royal, VA 22630
Website: www.frontroyalva.com
Phone 540-636-6889

MEMORANDUM

TO: Alisa Scott, Purchasing Agent

FROM: Donald B McPaters, Director of Fleet Management. DBM

SUBJECT: Purchase of Public Works Pickup Budget 2020.

DATE: July 17, 2019

I have reviewed the state contract for ¾ quart tone pickups for the replacement of #716 2003 Chevy Silverado Pickup 2500HD that has 115,000 miles. I compared the two venders on the State Contract. RK Chevrolet Virginia Beach and Colonial Ford of Richmond Virginia. Colonial Ford was the lowest price of $33,610.00 compared to RK Chevrolet a price of $35,026.00. The Budget 2020 was approve for $40,000.00 for the Horticulture Department Pickup #716.

7B

Town of Front Royal, Virginia
Council Agenda Statement

Page 1
Item No. 7(B)

Meeting Date: August 26, 2019

Agenda Item: COUNCIL APPROVAL – Bid for Water Meters

Summary: Council is requested to approve a bid from sole source Core & Main for the purchase of (300) 5/8" Neptune T-10 Pro-Coder R001 water meters in the amount of $73,500.

Budget/Funding: Dept of Public Works Meter Reading Water FY20 budget line item 9617-47001

Attachments: Memorandums from Purchasing Manager and Public Works Director, letter from Core & Main and Neptune Technology Group Inc

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 bid from sole source Core & Main for the purchase of (300) 5/8" Neptune T-10 Pro-Coder R001 water meters in the amount of $73,500.**

*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, Virginia

Purchasing, Department of Finance

MEMORANDUM

Date: **August 21, 2019**
To: **Tina Presley, Senior Executive Assistant**
Town Manager's Office
From: **Alisa Scott, Purchasing Manager**
RE: **Request to Add Consent Agenda Item**

The Purchasing Division responded to a request from the Public Works Department to purchase sole source Neptune T-10 Pro-Coder R900I water meters. The Core & Main formal quote is recommended by Robbie Boyer, Public Works Director, and is requested for review and approval by Town Council in the amount of $73,500.

Due to the amount of the bid, Town Council is to award the purchase. Attached to this memo is the recommendation memo from the Department of Public Works as well as a sole source justification. Please add this action item to the August 26th, 2019 Regular Town Council Meeting agenda.

Funding for this request is available in the Department of Public Works' Meter Reading Water FY20 budget line item 9617-47001.

Department of Purchasing
102 E Main Street
Front Royal, VA 22630
Website: www.frontroyalva.com
Phone 540-636-6889

Memo

Town of Front Royal Public Works

TO: Alisa Scott, Purchasing Manager

FROM: Robert Boyer, Public Works Director

CC:

DATE: August 20, 2019

RE: Recommendation for Water Meter purchase

I have reviewed the price quote from Debbie Hennage with Core & Main for the amount of $73,500.00 to purchase three hundred 5/8" Neptune T-10 Pro-Coder R900I water meters. The department has the funding to cover this cost in account 9617-R47001 under PO#28992.

If you have any questions or need any further information just let me know.

Core & Main
842 Panorama Road

Montross, VA 22520

Phone (804) 493-8085

Robert B. Boyer
Public Works Director
Town Of Front Royal
P.O. 1560
Front Royal, VA   22630
(540) 635-7819

8/19/19

SUBJECT: METER QUOTE

Your Cost:

300 – Straight 5/8x5/8 T-10 Meters, ProCoder)R900i	**$ 245.00 each**
TOTAL	**$73.500.00**

Thank you,

Debbie Hennage

Inside Sales

Cc: Charles Dye

Local Knowledge
Local Experience
Local Service, Nationwide®

NEPTUNE
TECHNOLOGY GROUP INC.

January 10, 2019

To whom this may concern:

Neptune Technology Group Inc. sells and services Neptune meters, parts and AMR systems through trained and certified distributors throughout the United States and Canada.

Core and Main, located in Martinsburg, WV is Neptune's exclusive distributor for the Virginia, West Virginia and Maryland markets.

Please let me know if I can be of further assistance.

Sincerely,

Mitch D. Elliott

Southeast Regional Manager

8

Town of Front Royal, Virginia
Council Agenda Statement

Page 1
Item No. 8

Meeting Date: August 26, 2019

Agenda Item: PUBLIC HEARING – To Receive Public Comments/Concerns and Approve an Ordinance to Vacate a Portion of Carter Street – Chris Holloway *(1st Reading)*

Summary: Council is requested to receive comments and concerns from the public pertaining to the proposed vacation of an unimproved portion of Carter Street that is 136.05 feet x 40.00 feet (5,442 square feet) and located between Beeden Lane and Steele Avenue. If approved during the second reading, the applicant, Chris Holloway proposes to create five (5) townhouse lots facing Steele Avenue. The unimprovement proposed to be vacated contains a Town water and sewer main that would require an easement to maintain or repair the utility main as needed.

Budget/Funding: None

Attachments: Ordinance, Application and Plat

Meetings: Work Session held July 15, 2019

Staff Recommendation: Approval ✓ Denial______

Proposed Motion: **I move that Council affirm on its first reading an Ordinance to conditionally vacate an unimproved portion of Carter Street that is 136.05 feet x 40.00 feet and located between Beeden Lane and Steele Avenue, conditioned upon approval of an easement to the Town to maintain or repair the utility main that is contained in the unimproved portion of Carter Street.**

*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

VACATION OF STREETS AND ALLEY and OTHER TOWN RIGHTS-OF-WAYS APPLICATION

APPLICANT INFORMATION
(please print)

Name Chris Holloway

Mailing Address ~~201 West Main Street~~ 240 Virginia Ave
Front Royal, Va. 22630

Phone # 540-771-7653 **E-mail** chollowayconstruction@yahoo.com

☑ **$100.00 Application Fee Paid** *(cash, card, check)* #1959

VACATION INFORMATION

Description (please select all that apply)
☑ **Street/Portion of Street**
☐ **Alley/Portion of Alley**
☐ **Other** *(please specify)* portion of unimproved street

Location Carter Street, between Beeden and Steele Ave. (~~125.74~~ 136.05' x 40')

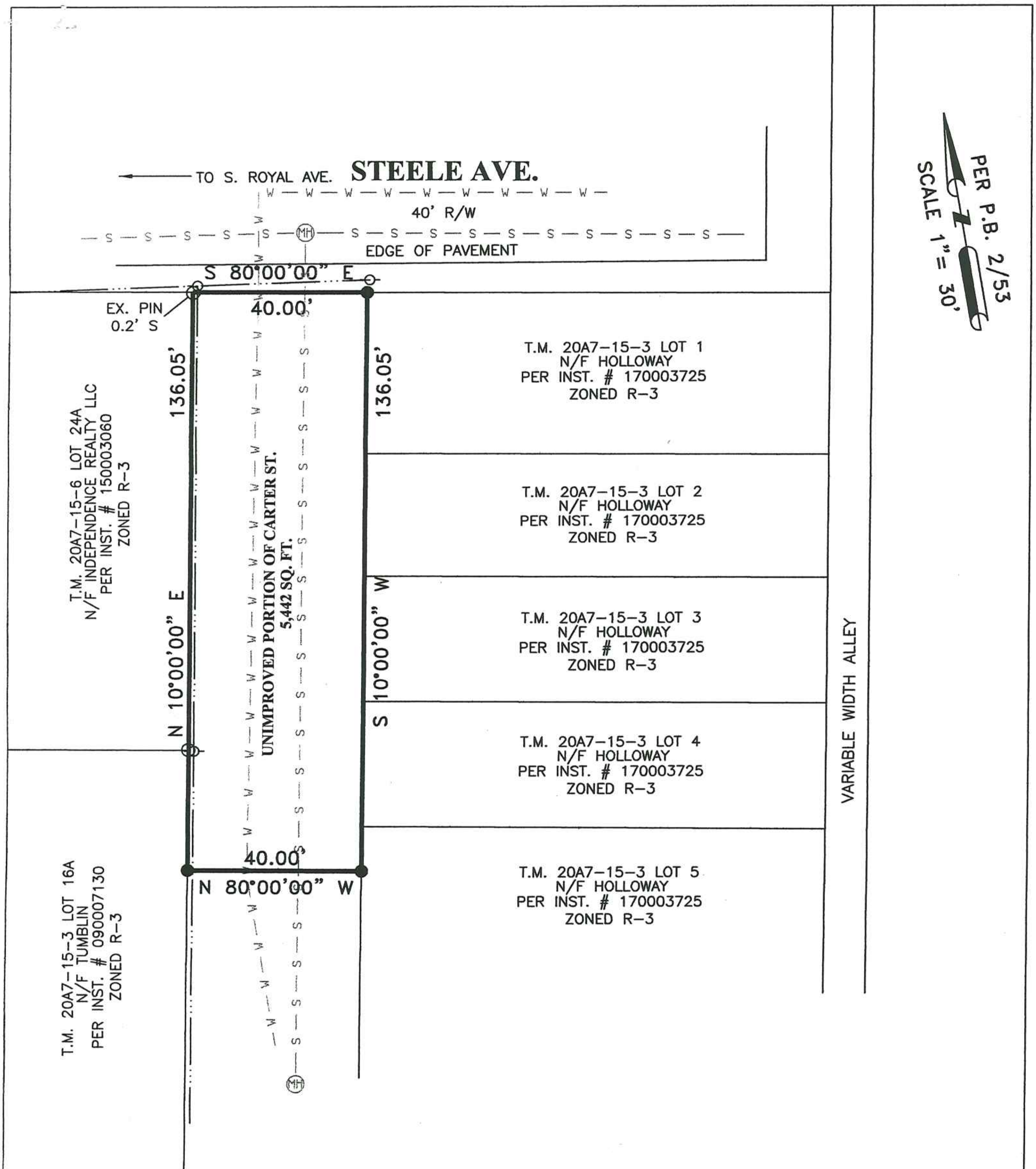
Reason for request
To create five Townhouse lots facing Steele Ave.

☑ **Current Plat Attached Showing Property to be Vacated** Brought new plat 5/16/19

Applicant's Signature [signature] Date 5-9-2018

Completed application shall be returned by mail or delivery to:
Town Manager's Office, Town Hall, 102 E. Main Street, P.O. Box 1560, Front Royal, VA 22630
Additional Information: Town Manager's Office (540)635-8007, Monday-Friday, 8:00am – 5:00pm

Revised 11/2/17



— S — DENOTES U.G. SANITARY SEWER LINE.
— W — DENOTES U.G. WATER LINE.
—···— DENOTES OVERHEAD WIRES.
— — — DENOTES UTILITY EASEMENT.
MH DENOTES SANITARY SEWER MANHOLE.
● DENOTES IRON PIN SET.
○ DENOTES EXISTING IRON PIN.
-○- DENOTES UTILITY POLE.

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

SUBJECT ROAD SITUATED OUTSIDE THE LIMITS OF THE FEMA FLOOD ZONE.

PLAT REFERENCE: D.B. 284/848 AND P.B. 2/53

COMMONWEALTH OF VIRGINIA
JOSEPH G. BROGAN, JR.
Lic No. 3209
5/14/19
LAND SURVEYOR

SURVEY OF AN UNIMPROVED
PORTION OF CARTER ST.
SOUTH RIVER MAGISTERIAL DISTRICT

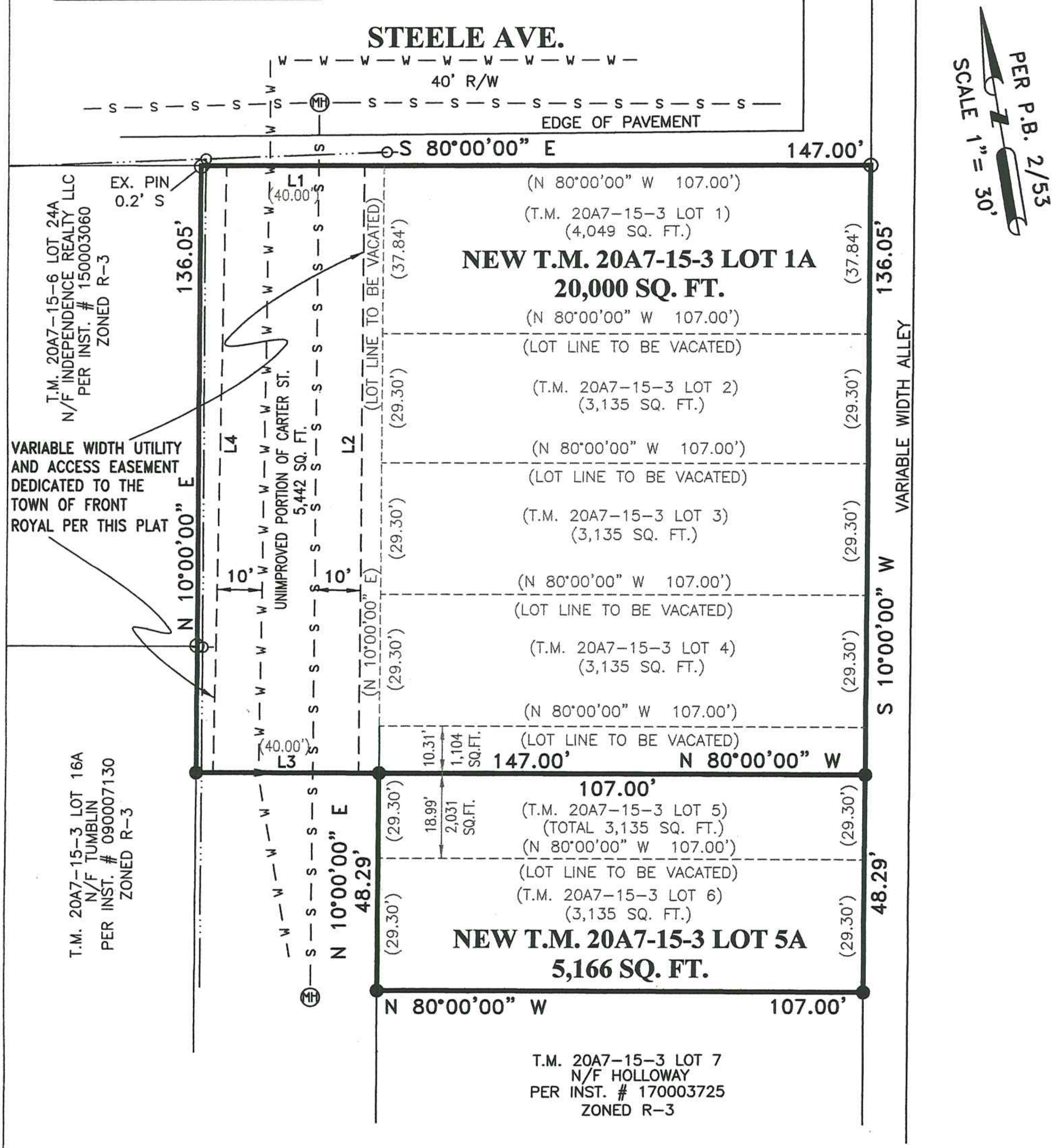
TOWN OF FRONT ROYAL

WARREN COUNTY, VA.

PREPARED BY:
BROGAN LAND SURVEYING, PLC
P.O. BOX 1578
FRONT ROYAL, VA. 22630-0034
TEL. & FAX (540) 635-5657
MAY 14, 2019

UTILITY EASEMENT

LINE	BEARING	DISTANCE
L1	S 80°00'00" E	30.14'
L2	S 10°04'45" W	136.05'
L3	N 80°00'00" W	31.86'
L4	N 10°48'10" E	136.07'



COMMONWEALTH OF VIRGINIA
JOSEPH G. BROGAN, JR.
Lic No. 3209
5/14/19
LAND SURVEYOR

PLAT REFERENCE: D.B. 284/848 AND P.B. 2/53

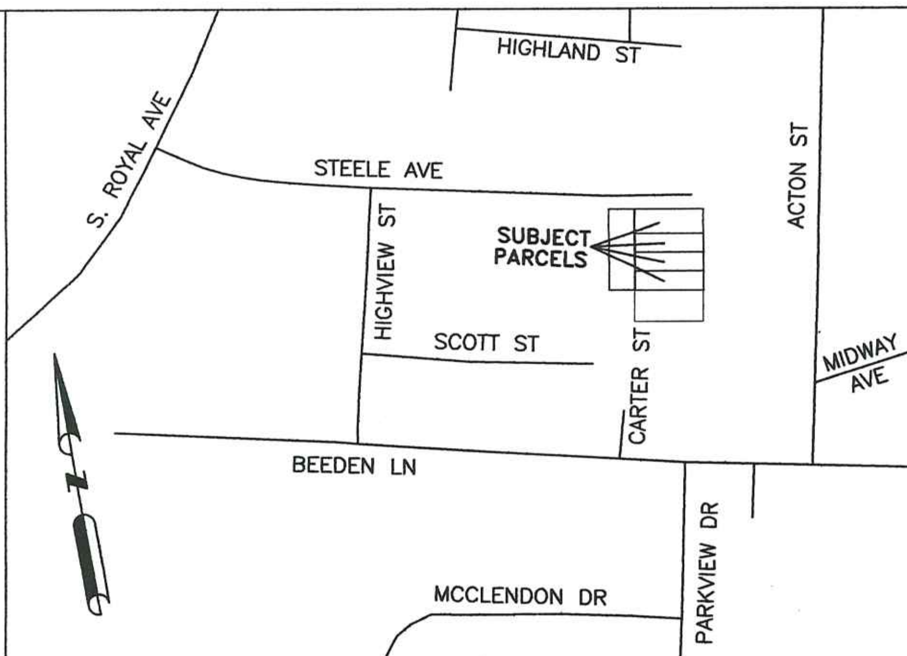
BOUNDARY LINE ADJUSTMENT BETWEEN
TAX MAP 20A7-15-3 LOTS 1-6 AND
40' WIDE UNIMPROVED PORTION OF CARTER ST

SOUTH RIVER MAGISTERIAL DISTRICT

TOWN OF FRONT ROYAL

WARREN COUNTY, VA.

PREPARED BY:
BROGAN LAND SURVEYING, PLC
P.O. BOX 1578
FRONT ROYAL, VA. 22630-0034
TEL. & FAX (540) 635-5657
MAY 14, 2019



VICINITY MAP SCALE 1" = 300'

APPROVED BY THE TOWN OF FRONT ROYAL

ALL TOWN TAXES HAVE BEEN PAID AND RELEASED.

FINANCE DIRECTOR ______ DATE ______

PLANNING DIRECTOR ______ DATE ______

TOWN MANAGER ______ DATE ______

THIS PLAT WAS MADE WITH THE FREE CONSENT AND DESIRE OF THE UNDERSIGNED OWNER.

Chris Holloway
CHRIS HOLLOWAY

ACKNOWLEDGED BEFORE ME THIS 16th DAY OF May 2019

MY COMMISSION EXPIRES 11-30-21

Jennifer E. Berry
NOTARY

JENNIFER E. BERRY COMMONWEALTH OF VIRGINIA NOTARY PUBLIC REGISTRATION NO. 306603 MY COMM. EXPIRES 11/30/2021

— S — DENOTES U.G. SANITARY SEWER LINE.
— W — DENOTES U.G. WATER LINE.
—···— DENOTES OVERHEAD WIRES.
– – – – DENOTES UTILITY EASEMENT.
(MH) DENOTES SANITARY SEWER MANHOLE.
● DENOTES IRON PIN SET.
○ DENOTES EXISTING IRON PIN.
-○- DENOTES UTILITY POLE.

AREA TABULATION

ORIG. LOT 1	4,049 SQ. FT.
ORIG. LOT 2	+3,135 SQ. FT.
ORIG. LOT 3	+3,135 SQ. FT.
ORIG. LOT 4	+3,135 SQ. FT.
PORTION OF LOT 5	+1,104 SQ. FT.
PORTION OF CARTER ST.	+5,442 SQ. FT.
NEW LOT 1A	20,000 SQ. FT.

AREA TABULATION

ORIG. LOT 5	3,135 SQ. FT.
AREA ADDED TO LOT 1A	−1,104 SQ. FT.
LOT 6	+3,135 SQ. FT.
NEW LOT 5A	5,166 SQ. FT.

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

DERIVATION OF TITLE TO: CHRIS HOLLOWAY
PER INSTRUMENT # 170003725

SUBJECT PARCELS SITUATED OUTSIDE THE LIMITS OF THE FEMA FLOOD ZONE.

PLAT REFERENCE: D.B. 284/848 AND P.B. 2/53

BOUNDARY LINE ADJUSTMENT BETWEEN
TAX MAP 20A7-15-3 LOTS 1-6 AND
40' WIDE UNIMPROVED PORTION OF CARTER ST

SOUTH RIVER MAGISTERIAL DISTRICT

TOWN OF FRONT ROYAL

WARREN COUNTY, VA.

COMMONWEALTH OF VIRGINIA
JOSEPH G. BROGAN, JR.
Lic No. 3209
5/14/19
LAND SURVEYOR

PREPARED BY:
BROGAN LAND SURVEYING, PLC
P.O. BOX 1578
FRONT ROYAL, VA. 22630-0034
TEL. & FAX (540) 635-5657
MAY 14, 2019

SHEET ONE OF TWO

Tina Presley

From: Robbie Boyer
Sent: Friday, May 11, 2018 3:16 PM
To: Tina Presley
Subject: Re: Vacation of portion of unimproved street

Tina,

Our utilities run in the section of Carter St that's unimproved section 40' wide. The water and sewer comes from Steele Ave and goes all the way up to Breeden Lane.

Thanks,

Robert B. Boyer
Interim Public Works Director
Town Of Front Royal
P.O. 1560
800 Crosby Rd Extended
Front Royal, Va 22630
(540) 635-7819

Sent from my iPhone

On May 11, 2018, at 3:02 PM, Tina Presley <tpresley@frontroyalva.com> wrote:

> Robbie,
>
> Do you mean this portion of Carter Street that he wants to vacate or the alleyway near it?
>
> Tina
>
> ---
>
> **From:** Robbie Boyer
> **Sent:** Friday, May 11, 2018 12:39 PM
> **To:** Tina Presley <tpresley@frontroyalva.com>
> **Cc:** David W. Jenkins <dwjenkins@frontroyalva.com>; Jeremy Camp <jcamp@frontroyalva.com>
> **Subject:** Re: Vacation of portion of unimproved street
>
> Tina,
>
> The Town has water and sewer mains that run up through this alley way.
>
> Thanks,
>
> Robert B. Boyer
> Interim Public Works Director
> Town Of Front Royal

Tina Presley

From: Robbie Boyer
Sent: Wednesday, June 6, 2018 3:51 PM
To: Tina Presley
Cc: Joe Waltz
Subject: Re: Vacation of portion of unimproved street

Tina,

If they are just going to use this area for a drive it would be ok as long we keep a right of way or easement to maintain or repair the utility mains that run through there. We had marked the utility lines that are running through that area when we was up there.

Robert B. Boyer
Public Works Director
Town Of Front Royal
P.O. 1560
Front Royal, Va 22630
(540) 635-7819

Sent from my iPhone

On Jun 6, 2018, at 3:01 PM, Tina Presley <tpresley@frontroyalva.com> wrote:

> Robbie,
>
> Could you give Joe your recommendation for this vacation request due to the infrastructure already there?
>
> Thanks,
>
> Tina
>
> ---
>
> **From:** Robbie Boyer
> **Sent:** Friday, May 11, 2018 3:55 PM
> **To:** Tina Presley <tpresley@frontroyalva.com>
> **Subject:** RE: Vacation of portion of unimproved street
>
> Tina,
>
> No problem if you need anything else just let me know.
>
> Thanks, Robbie
>
> ---
>
> **From:** Tina Presley
> **Sent:** Friday, May 11, 2018 3:20 PM

Tina Presley

From: David W. Jenkins
Sent: Friday, May 11, 2018 12:38 PM
To: Tina Presley; Robbie Boyer; Jeremy Camp
Subject: RE: Vacation of portion of unimproved street

Tina,

There is no conflict for the vacation of alley as purposed
Thanks,
David

From: Tina Presley
Sent: Thursday, May 10, 2018 9:25 AM
To: Robbie Boyer <rboyer@frontroyalva.com>; David W. Jenkins <dwjenkins@frontroyalva.com>; Jeremy Camp <jcamp@frontroyalva.com>
Subject: Vacation of portion of unimproved street

Attached is a Vacation of an unimproved street (Carter Street)

Could you please review and give me any concerns you may have with this vacation?

Jeremy – I will need a list of adjacent property owners

Thanks,

Tina

Tina L. Presley, AAS, CAP-OM, MOS
Senior Executive Assistant
Town Manager's Office
P.O. Box 1560
102 E. Main Street
Front Royal, Virginia 22630
(540)635-8007
(540)636-7475 - Fax
tpresley@frontroyalva.com
www.frontroyalva.com
www.facebook.com/frontroyalva

TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING
Memorandum

To:	Joe Waltz, Town Manager
From:	Jeremy F. Camp, Planning & Zoning Director
Date:	June 1, 2018
Re:	Review Comments – Chris Holloway ROW Vacation Request.

Applicant: Chris Holloway

Contact Information: 201 W. Main Street.
540-771-7653.

General Request: Vacation of public right-of-way, including an unimproved portion of Carter Street.

Location: The applicant owns a series of unimproved lots, located between Steele Avenue and Beeden Lane (TM#s20A715 3 1-10). These lots have no access, which has been a reason why they have not been developed. The developer is required by Town Code to extend a public street to front each lot if they are developed. The property is zoned R-3 District. It is not within the floodplain or historic district.

Specific Requests: The applicant has requested that the Town vacate the unimproved portion of Carter Street that is adjacent to lots 1-4. Based on a survey sketch submitted by the applicant, it appears the applicant would like to build townhouses on the existing lots, but have them face Steele Avenue instead of extending Carter Street.

Planning & Zoning Review Comments:

- A water and sewer main runs through the right-of-way. These utilities should be identified in more detail by a survey by the applicant.

- Townhouses are allowed by-right in the R-3 District when the site is between 20,000 square feet and 1 acre. All performance standards of Town Code 175-112 are required, in addition to applicable codes in Chapters 175, 148 and 156 of the Town Code. Below are a couple preliminary observations from the information submitted by the applicant at this time.

    - The survey sketch submitted appears to include 18,483.78 square feet, less than the 20,000 minimum required for townhouses. This could be corrected by adding lot 5, or portion of it, into the project area.

    - Steele Avenue is a dead-end street. The Town Code requires a cul-de-sac at the end of dead end streets. The Applicant's sketch does not take this into account.

- Staff recommends extending Steele Avenue to Acton Street. Perhaps this can be a consideration.

- Below is a map and list of adjoining properties that should be notified. A mailing list of the mailing addresses for the property owners, as based on the Warren County real estate records, is listed on the following page.


STEELE AVE
ACTON ST
SCOTT ST
PARKVIEW DR
1
2
3
4 5 6 7
8
9
10
11
12

To: Front Royal Town Council
From: Viewing Committee
RE: Vacation of a Portion of Unimproved Carter St – Chris Holloway
Date: July 9, 2019

The Town of Front Royal has received an "Application for Vacation of Streets and Alleys and Other Town Rights-of-Ways", dated 5/16/19 from Chris Holloway, 240 Virginia Avenue, Front Royal, Virginia 22630 seeking the vacation of a portion of unimproved Carter Street that is approximately 136.05' x 40' located between Beeden Lane and Steele Avenue to create five (5) townhouses facing Steele Avenue

The unimprovement contains Town water and sewer mains that would require a right-of-way or easement to maintain or repair the utility mains as needed.

In our opinion, vacation of this portion of unimproved Carter Street would pose no harm to the adjacent property owners. Accordingly, we recommend approval of this request.

Ronald W. Crawford
Mr. Ronald W. Crawford

Ron Harvey
Mr. Ron Harvey

Robert R. North
Mr. Robert R. North

0

Owner: HOLLOWAY CHRIS
Tax Map #: 20A715 3 2
Account #: 12105

Total Value: $5,000
Land Value: $5,000
Improvement Value: N/A

Zoning: R-3
Acres: .071

Comparable 1

0

Owner: HOLLOWAY CHRIS
Tax Map #: 20A715 3 3
Account #: 12106

Total Value: $5,000
Land Value: $5,000
Improvement Value: N/A

Zoning: R-3
Acres: .071

Comparable 2

0

Owner: HOLLOWAY CHRIS
Tax Map #: 20A715 3 1
Account #: 12104

Total Value: $7,500
Land Value: $7,500
Improvement Value: N/A

Zoning: R-3
Acres: .093

Comparable 3

Total Comparable Land Value Average:
$5833
(5k + 5K + 7.5K / 3)

Comparable Land Area Average:
3,398 square feet (SF)

Value Per SF:
$.58

Total Alley Value Estimate:
$2,917
($.58 x 5,030 SF)

Area of Proposed Alley Vacation:
5,030 SF (40' x 125.74)

Value Per SF:
$.58 (same as above)

AN ORDINANCE TO CONDITIONALLY VACATE A PORTION OF THE TOWN OF FRONT ROYAL'S RIGHT-OF-WAY BEING AN UNIMPROVED PORTION OF CARTER STREET 136.05 FT. BY 40.00 FT. LOCATED BETWEEN BEEDEN LANE AND STEELE AVENUE IN THE TOWN OF FRONT ROYAL, VIRGINIA.

WHEREAS, the Town Council of the Town of Front Royal, Virginia (the Town), has received a request from Chris Holloway (Holloway), whose mailing address is 201 West Main Street in Town, to conditionally vacate a portion of the Town's unimproved, and unused by the public, Carter Street located on the South Side of Steele Avenue on the Western side of the lots owned by Holloway, as shown on that Plat titled "SURVEY OF AN UNIMPROVED PORTION OF CARTER ST. SOUTH RIVER MAGISTERIAL DISTRICT, TOWN OF FRONT ROYAL, WARREN COUNTY, VA.", prepared by Brogan Land Surveying, PLC, dated 5/14/19, incorporated by reference herewith, said unimproved portion of Carter Street to become incorporated into and become an integral part of **NEW T.M. 20A7-15-3 LOT 1A 20,000 SQ. FT.,** and not a separate building lot, said unimproved portion of Carter Street requested to be vacated being 5,442 SQ. FT., as shown on Sheet Two of Two of that Plat titled "BOUNDARY LINE ADJUSTMENT BETWEEN TAX MAP 20A7-15-3 LOTS 1-6 AND 40' WIDE PORTION OF CARTER ST SOUTH RIVER MAGISTERIAL DISTRICT TOWN OF FRONT ROYAL WARREN COUNTY, VA. prepared by Brogan Land Surveying, PLC, dated 5/14/19, incorporated herewith, with a VARIABLE WIDTH UTILTY AND ACCESS EASEMENT DEDICATED TO THE TOWN OF FRONT ROYAL DEDICATED TO THE TOWN OF FRONT ROYAL WITH THIS PLAT (together, said Plats constitute in all three pages, and are referred to in their entirety as the PLATS), said portion of Carter Street shown on said PLATS requested to be vacated by the Holloway being referred to as the " Right of Way".

WHEREAS, the Holloway, has further requested that the Town to convey the Right of Way to him.

WHEREAS, the said Town Council and its Staff have investigated said requests and have found that the Right of Way requested for vacation and conveyance is not used by the Town or its citizens for public rights-of-way, and a reservation by the Town by means of deed of permanent public Town utility easements with permanent access easement in favor to the Town in form acceptable to the Town Engineer and the Town Attorney from Holloway to the Town across, through and under the Right of Way as shown on Sheet Two of Two of the PLATS will sufficiently protect the rights of the Town and of the public; and

WHEREAS, pursuant to the Town's ordinance and standard procedures for said requests, and as required by Sections 15.2-2006, *et seq.,* and 15.2-2100, *et seq.,* of the Code of Virginia, 1950, a required $100.00 application fee has been collected and paid into the Town's General Fund; letters of this proposed vacation have heretofore been sent to property owners who are effected by the proposed vacation and conveyance, if any; the Town Manager or Town Council and the aforesaid applicant have reached a price for the Right of Way to be conveyed; and the Town has appointed a Viewer's Committee who have personally reviewed the area to be vacated and conveyed and who have filed a written Report with the Town recommending the vacation and conveyance; and, after conducting a duly advertised Public Hearing on the said vacation and conveyance, Town Council now finds it appropriate and in the best interests of the Town to adopt this Ordinance and to hereby vacate and convey the Right of Way to the said Holloway, upon the terms and conditions hereinafter specified.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Town Council of the Town of Front Royal, Virginia, that the following portion of the Town's unimproved, and unused by the public, Right of way, being the Right of Way as shown on the PLATS aforesaid, is hereby conditionally vacated, on conditions and terms hereinafter described, and when said terms and conditions are satisfied, said Right of Way will be unconditionally conveyed to the said Holloway.

AND BE IT, FURTHER, ORDAINED AND ENACTED that this vacation is conditioned upon the said Holloway obtaining the recordation of said PLATS at the expense of the Holloway, and to be filed in the land records of the Circuit Court of Warren County, Virginia; and the Town Manager, Finance Director, and Planning Director shall, if appropriate, sign and thereby approve the aforesaid plat of survey, and that the Town Attorney shall forthwith prepare a good and sufficient Special Warranty Deed for the Right of Way, to be signed on behalf of the Town Council by the Mayor, with the Town's Official Seal to be thereunto affixed and attested to by the Clerk of Town Council, and with a copy of the said approved PLATS to be a part thereof, as well as an attested copy of this Ordinance, and that the said Town Attorney shall further, upon receipt of payment in the amount of ________________________ Dollars ($_________________), plus the costs to advertise the Public Hearing, deliver the deed for the Right of Way;

Upon vacation and conveyance of the Right of Way, the Right of Way so vacated and conveyed hereby will become an integral part of new Lot 1A ("**New Tax Map No. 20A7-15-3 Lot 1 A 20,000 Sq. Ft.")** as shown on Sheet Two of Two of said PLATS for all purposes and shall not be conveyed separately from the Property and shall not be a separate building lot.

AND BE IT, FURTHER, ORDAINED AND ENACTED that this vacation is conditioned upon the said Holloway signing a good and sufficient deed of permanent utility and access easements thereto in favor of the Town, as shown on the location on Sheet Two of Two as shown on said PLATS, in form and substance approved by the Town Engineer and Town Attorney, said deed of permanent utility and access easements to be recorded as aforesaid at the expense of Holloway and proof thereof furnished by Holloway to the Town Attorney before said vacation become effective, and if same shall not be done within one (1) year from the date of the adoption of this Conditional Ordinance by the said Holloway, the Town Attorney shall report same to this Council, and this Conditional Ordinance shall be void.

AND BE IT, FURTHER, ORDAINED AND ENACTED that, if the aforesaid proof of recordation and said sums are not delivered to the Town Attorney within one (1) year from the date of the adoption of this Conditional Ordinance by the said Holloway, the Town Attorney shall report same to this Council, and this Conditional Ordinance shall be void.

Upon payment of said sum and recordation of said deed and PLATS according to this Conditional Ordinance, the conditions to this Ordinance shall expire, and this Ordinance and conveyance shall thereupon become Unconditional.

This Ordinance shall be effective upon passage.

****

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia, Town Council conducted on __________________________, 2019, upon the following recorded vote:

APPROVED:

____
Matthew A. Tederick, Mayor

Town Council Members:

Attest:

Gary L. Gillespie	_______	William A. Sealock	_______
Chris W. Holloway	_______	Eugene R. Tewalt	_______
Jacob L. Meza	_______	Letasha T. Thompson	_______

Attest:

____
Jennifer E. Berry, MMC, Clerk of Council
Approved as to form:

____
Douglas W. Napier, Date
Town Attorney

A public hearing on the above was held on ___________, 2019, having been advertised in the Northern Virginia Daily on _______________ and ___________________, 2019. The Ordinance was enacted at the regular meeting of the Town Council held _________________, 2019.

9

Town of Front Royal, Virginia
Council Agenda Statement

Page 1
Item No. 9

Meeting Date: August 26, 2019

Agenda Item: PUBLIC HEARING – Ordinance to Amend Chapter 134-71 Pertaining to Utility Account Payments and Termination of Service *(1st Reading)*

Summary: Council is requested to affirm on its first reading an Ordinance to amend and re-enact Front Royal Town Code Chapter 134-71 pertaining to utility account payments and termination of service, in an effort to decrease the Town's bad debt on utility accounts. If approved on the second reading, there will be in an increase in minimum deposit amounts required for utility service and an addition of personal guaranty on business utility accounts, as presented.

Budget/Funding: None

Attachments: Ordinance, Bad Debt Comparisons/Statistics, Revised Service Agreement

Meetings: Work Sessions held June 3 and June 24, 2019

Staff Recommendation: Approval ✓ Denial______

Proposed Motion: **I move that Council affirm on its first reading an Ordinance to amend and re-enact Front Royal Town Code Chapter 134-71 pertaining to utility account payments and termination of service, in an effort to decrease the Town's bad debt on utility accounts, as presented.**

*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 FRONT ROYAL TOWN CODE CHAPTER 134-71 PERTAINING TO UTILITY ACCOUNT PAYMENTS/TERMINATION OF SERVICE

WHEREAS, Town Council has discussed options for collection of bad debt on utility accounts due to the large amount of unpaid debt left when customers' accounts are closed; and,

NOW THEREFORE, BE IT ENACTED, by the Town Council of the Town of Front Royal, Virginia, that Chapter134-71 of the Front Royal Town Code is hereby amended as follows:

134-71 UTILITY ACCOUNT DEPOSITS, PAYMENTS AND TERMINATION OF SERVICE

A. DEPOSIT:

1. A. Residential Service Location Amount: For an existing residential service location, the deposit required for Town utility services after September 9, 2019 shall be an amount equal to the highest monthly bill for that location during the preceding twelve months or ~~one~~ two hundred and ~~twenty-five~~ fifty dollars (~~$125.00~~ $250.00), whichever is greater.

B. Commercial Service Location: For an existing commercial service location, the deposit required for Town utility services shall be an amount equal to ~~the highest~~ twice the average monthly bill for that location during the preceding twelve months or ~~two~~ five hundred dollars (~~$200.00~~ $500.00), whichever is greater.

C Newly Established Location: To calculate the amount of the deposit for newly established residential or commercial service locations, the Front Royal Department of Finance shall establish the deposit at an amount equal to the customer's anticipated monthly usage of water and electric service, as may be the case.

D. Reinstatement of Deposit: If, at any time, the customer's deposit is waived or returned, as set forth below, but the customer's service subsequently is terminated for nonpayment or the customer has made four late payments during any twelve month period, a deposit, in an amount as set forth above, shall be required.

E. Business Entities: The Town shall require any entity not a natural person requesting a utility account after September 9, 2019 to either: (1) provide the written personal guaranty of payment from a natural person holding an ownership interest in the entity or, (2) pay a deposit amount equal to the greater of: (a) twice the average monthly utility bill during the preceding twelve (12) month period for utilities provided at the service location or, (b) $500.00. Any deposit paid pursuant to (2), above, shall be refunded upon termination of the service account in an amount equal to the deposit and accrued interest minus any amount deducted to satisfy customer arrearages or other debts owing to the Town.

2. Residential Service Location Deposit Waiver: Notwithstanding the foregoing, no residential service location deposit shall be required when an acceptable credit history is furnished by the customer from a previous utility provider. Acceptable credit history is defined as a customer who can demonstrate that during the previous twelve months his bills were paid with no more than

four (4) late payments on a monthly billing system or no more than two (2) late payments on a bimonthly system.

3. Payment of Deposit: Payment of the deposit is due upon execution of the service work order. In lieu of the foregoing, when the required deposit for a residential service location exceeds ~~one hundred dollars ($100.00) but is less than two hundred dollars ($200.00~~) five hundred dollars ($500) or a commercial service location exceeds one thousand dollars ($1,000) ~~the customer may elect to pay one hundred dollars ($100.00) at the time the work order is executed and pay the balance of the deposit along with payment for the first month's service. When the required deposit exceeds two hundred dollars ($200.00)~~, the deposit may be paid in two equal installments with one half due when the work order is signed and pay the remaining half along with the payment for the first month's service.

4. Interest and Refunds: Deposits shall be held in an interest bearing account.

A. Residential service location ~~D~~ deposit plus interest shall be refunded either: (1) upon termination of the service account in an amount equal to the deposit and accrued interest minus any amount deducted to satisfy customer arrearages or other debts owing to the Town; or (2) upon the customer's request after a period of twelve months of service during which there were no more than four delinquent payments. Upon request of a refund, the Director of Finance shall first ensure that customer does not have any debts owing to the Town. If the customer is indebted to the Town, the Director of Finance will apply any refund toward satisfaction of these debts prior to the refund of any money to the customer.

B. Commercial service location deposits plus interest shall be refunded upon termination of the service account in an amount equal to the deposit and accrued interest minus any amount deducted to satisfy customer arrearages or other debts owing to the Town.

B. PAYMENTS:

1. Due Date - Fines and Charges: All payments for water, sewer, electric, and garbage collection services shall be due within 20 days of the date of billing. Accounts, for which full payment is not received within 20 days, are delinquent. A late charge of 2% of the delinquent bill immediately shall be charged to the delinquent account. If the account remains delinquent for 10 days after the original notice, an additional service charge of $10.00 shall be charged. Finally, a service charge will be required to reconnect service that has been discontinued due to non-payment. If the reconnection occurs during normal business hours, the reconnection fee shall be $20.00-first reconnection fee; $30.00-second reconnection fee; $40.00-third reconnection fee; $50.00-reconnection fee for all other times.

2. Allocation of Payments: During a delinquency in the payment for any service (electric, water, sewerage, or garbage collection) any subsequent payment received for services will be applied first against the most delinquent account which is not subject to a defense of any applicable statute of limitations.

3. Budget Billing: Notwithstanding the foregoing, the Director of Finance, in his discretion, may enter into agreements with customers for alternative billing and payment schedules with persons on fixed or limited incomes.

4. The Town of Front Royal may take all lawful action to collect all debts owed to the municipality which have become overdue.

C. TERMINATION OF SERVICES:

1. Notice: The Director of Finance shall notify the customer in writing of all ~~20 day~~ delinquencies, imminent service termination, and right to contest as set forth below. Notice also shall be posted on the door of the premise with the delinquent account.

2. Protest: The customer may contest the bill by contacting the Director of Finance for the Town of Front Royal who will immediately schedule a hearing on the customer's claim that his account is not delinquent.

3. Disconnection of Service: If the matter is not successfully contested by the customer and arrearages remain 10 days after the date of the aforementioned notices~~, water~~ service shall be disconnected. ~~If the account remains delinquent after another 2 days, electric service shall be disconnected. If, however, the customer has not secured water service, electric service (rather than water) will be disconnected after 10 days.~~ Notwithstanding the foregoing, no services shall be disconnected prior to a requested hearing.

4. Persons in Poor Health: Customer may seek an additional 30 days before water and electric services are disconnected if the Director of the Warren County Health Department certifies in writing to the Town of Front Royal Director of Finance that the customer has a serious medical condition or the customer resides with a family member with a serious medical condition. Upon providing certification the service termination may be delayed twice within a 12-month period, but may not be consecutive, certification shall be valid for period of 365 days.

5. Conditions for Reconnection of Service: Once disconnected, services shall not be restored to that customer until the outstanding balance (service fee(s), penalty, 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.

D. RETURNED PAYMENT ~~CHECK~~ POLICY: If a payment ~~check~~ is returned to the Town for any reason, the Director of Finance shall notify, in the same manner as provided above, the Customer. If payment, in full, plus a $35.00 service charge is not received by the close of business three days after the date on the notice, all utility services to the customer's service location shall be disconnected. If the customer presents the Town with more than two bad checks during any twelve-month payment, payment by check will no longer be accepted.

This ordinance shall become effective upon passage.

APPROVED:

____
Matthew A. Tederick, Interim Mayor

ATTEST:

____
Jennifer E. Berry, MMC, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted ___________________2019, upon the following recorded vote:

Eugene R. Tewalt	Yes/No	Jacob L. Meza	Yes/No
William A. Sealock	Yes/No	Chris W. Holloway	Yes/No
Letasha Thompson	Yes/No	Gary Gillispie	Yes/No

A public hearing on the above was held on _________________________________, 2019, having been advertised in the Northern Virginia Daily on _________________________, 2019, and ________________________, 2019. The Ordinance was enacted at the Regular Meeting of the Town Council held ________________________2019, to become effective immediately.

Approved as to form and legality:

____
Douglas W. Napier, Town Attorney

Date: ____/____/_____

Locality	Services	Deposit Amount	Handling of Business Accounts	Bad Debt	Other Collection Procedures
Front Royal	Water/Sewer/Electric	Deposits equal highest bill for previous 12-months; minimum of $125 residential or $200 commercial	No difference	<1%	Diligent on disconnects for non-payment; services are disconnected if payment agreement is not met; tiered reconnection fees; debt-set off; pursuing judgments on closed accounts with balances greater than $1,000
Clarke County	Water/Sewer	2 times average bill; minimum of $300 for residential & $500 for commercial; property owners not required to pay a deposit	No difference	Roughly 10%	Lien properties
Culpeper (Town), VA	Electric, water, sewer	Electric = $250, Water/Sewer $50; Deposits are not waived; 24 months of good credit history allows deposit to be refunded	No difference	<1%	Very diligent on disconnect of service for non-payment each month. Customers must pay balance in full for service to be restored. After applying security deposits on closed accounts, we will check for any tax overpayments. We also hold license renewals if any amounts are owed. And if a utility has a prior amount owed, even if written off, they are required to pay the prior amount owed in full before we will open a new account for them.
Danville	Electric, Water, Sewer, & Gas	Residential - Water - $75, Water & Sewer - $100, Gas - $200, Electric-$200 Water, Sewer, Gas, & Electric - $400; Deposits returned after 12 months of good payment history	$1,500 Deposit on Commercial Accounts		
Henrico, VA	Water/Sewer	Renters $100; deposits waived for 12-months of good credit	No difference	<1%	Tiered reconnection fees, 1st offense warning, 2nd offense $50, 3rd and thereafter $100; debt setoff & outside collection attorney
Leesburg, VA	Water/Sewer	$150 deposit for residential;	$500 Deposit on Non-residential Accounts	<1%	Debt set-off & hold property owner responsible by placing lien on property
Luray, VA	Water/Sewer	$150 deposit	No difference		Debt set-off, extreme accounts will obtain lien on property
NOVEC	Electric	$300 deposit, not to exceed 2 months usage; held for 12 months of good payment history			
Rappahannock Electric	Electric	Highest 2 months, returned to residents after 12 months good payment history & 24 months for businesses	No difference		Secure judgments
Shenandoah Valley Electric Cooperative	Electric	Two times the estimated annual average of a months' worth of billing	No difference		
South Hill, VA		In-town $100/Out-Town $150; Deposits are not waived	Deposit equals 2 months of service		Debt set-off
Strasburg, VA	Water/Sewer	$200 in-town; $240 out-town	No difference		Place liens on property
Vienna, VA	Water/Sewer	$225 Deposit or 3 months average use; only for renters (Deposits are waived for lanlords or those receiving a HUD section 8 discount)	No difference	3%	Debt set-off
Vinton, VA	Water/Sewer	$100 deposit for renters only	No deposit on business accounts	<1%	Debt set-off
Waynesboro	Water/Sewer	Residential - $150; No deposit for property owners	Comercial $250 Deposit		
Winchester, VA	Water/Sewer	$170 deposits	No difference		
Woodstock, VA	Water/Sewer	3 months average bill	No difference		Debt set-off
Wytheville, VA	Water/Sewer	$100; deposits are waived for property owners	No difference	<1%	Debt set-off

STATISTICS ON BAD DEBT UTILITY ACCOUNTS

	# of Accounts	Total Dollars	Avg $ Per Account	% of Total $	% of # of Acconts
Business Accounts	47	$ 45,597.87	$ 970.17	16.4%	7.2%
Personal Accounts	605	$ 232,376.47	$ 384.09	83.6%	92.8%
Total Accounts	**652**	**$ 277,974.34**	**$ 426.34**	**100%**	

Balances

Value of Balance	# of Accounts	Total Dollars	Avg $ Per Account	% of Total $	% of # of Acconts		
# of accounts <$100	114	$ 7,260.42	$ 63.69	2.6%	17.5%		
$100-$199	137	$ 20,474.00	$ 149.45	7.4%	21.0%	**38.4% of Total Dollars**	**74.7% of Total Accounts**
$200-$299	89	$ 21,761.92	$ 244.52	7.8%	13.7%		
$300-$399	86	$ 29,614.72	$ 344.36	10.7%	13.2%		
$400-$499	61	$ 27,542.02	$ 451.51	9.9%	9.4%		
$500-$599	38	$ 20,623.78	$ 542.73	7.4%	5.8%		
$600-$699	28	$ 18,204.05	$ 650.14	6.5%	4.3%		
$700-$799	19	$ 14,256.18	$ 750.33	5.1%	2.9%	**61.6% Total Dollars**	**25.3% of Total Accounts**
$800-$899	22	$ 18,882.80	$ 858.31	6.8%	3.4%		
$900-$999	8	$ 7,624.64	$ 953.08	2.7%	1.2%		
>$1,000	50	$ 91,729.81	$ 1,834.60	33.0%	7.7%		

Only Balances > $1,000

Description	# of Accounts	Total Dollars	Avg $ Per Account	% of $ > $1,000	% of # of Acconts
Business Accounts	14	$ 38,004.16	$ 2,714.58	41.4%	28.0%
Personal Accounts	36	$ 53,725.65	$ 1,492.38	58.6%	72.0%
Serious Medical Condition	2	$ 2,550.73	$ 1,275.37	2.8%	4.0%
Meter Tampering	5	$ 7,286.40	$ 1,457.28	7.9%	10.0%
Water Leaks	2	$ 3,614.30	$ 1,807.15	3.9%	4.0%
Returned Check Before Shutoff	3	$ 5,057.42	$ 1,685.81	5.5%	6.0%
# of Accounts with Deposits	49				98.0%

General Statistics

FY2018 Utilities Billed	$ 29,679,635.00
% of writeoffs to amount billed for FY2018	1%
FY2012 Utilities Billed	$ 23,170,779.00
% of writeoffs to amount billed for FY2018	1.20%
FY2011 Utilities Billed	$ 24,066,425.29
% of writeoffs to amount billed for FY2018	1.16%
# of 2018 Disconnects for Non-payment	2,563
# of Utility Accounts Closed in 2018	1,796
# of Standard Utility Bills Mailed in 2018	100,585
# of Delinquent Utiltiy Bills Mailed in 2018	26,870
# of Payment Agreements Per Year	5,952
2018 amount collected from debt set off on closed accounts	$ 48,317.86

Deposit on Utility Account Statistics

Writeoff Accounts Opened with Deposits	96.8%
Writeoff Accounts Closed with Deposits	87.4%
Average $ Amount of Deposit	240
Total # of Active Utility Accounts with Deposits	2428
Totla # of Active Utility Accounts	8382
Total % of Active Utility Accounts with Deposits	29.0%

Town of Front Royal
Finance Department
102 E. Main St
Front Royal VA 22630
Phone: 540.635.7799
Fax: 540.635.2298

Enclosed is an application for utility service connection or disconnection. Please complete the following steps to insure proper scheduling of your service request. Service connects/disconnects will only be completed on scheduled business days Monday – Friday. Please allow at least 10 days before request is due when mailing application, also it would be advised that you call to make sure the office received your mailed request. Applications received by noon can be processed during the same business day.

All information must be completed, and all signatures MUST be notarized, unless signed in presence of Finance Department staff in which case photo-identification will be required

Include written authorization from the property owner to obtain services in the name of such lessee or tenant; or provide copy of lease; or proof of ownership for recently conveyed property.

Include a $5.00 processing fee for the transferring of services

A security deposit will be required unless a satisfactory credit letter is received from another utility provider for a period of at least 12 months or satisfactory credit established on prior utility with the Town of Front Royal. If a deposit is needed, the first installment of the deposit must be paid before the account opening. Please call the Finance Department to get the correct deposit amount due.

The following information **is required** when filling out the utility application:

- Applicant Name
- Service Address
- Mailing Address
- Valid Telephone Number
- Social Security Number or Taxpayer Identification Number
- Employment Information
- Applications made under a business name will require a personal guarantee of indebtedness or additional deposit amount.

If you have any questions or concerns, please don't hesitate to contact the Finance Department

Town of Front Royal Utility Application

Full Name ____
Service Address ____
Mailing Address ____
____
Social Security # or FIN # ____
Home Phone# _________________ Cell Phone#_____________________

Co-Applicant's Full Name____
Social Security # or FIN #____
Home Phone _________________ Cell Phone# ________________________

Applicant Employment Information (Not required for businesses)
___Employed___Unemployed___Retired___Other_____________________
Employer Name____
Work Address ____
____
Work Telephone____

Have you had service with the Town of Front Royal previously
_____ Yes _____ No
If yes, when & where?
____

Date you desire to have services connected ____________________________________

Do you Lease _____ or Own? _____(Attach copy of lease, landlord authorization, or proof of ownership)

I (applicant and/or co-applicant) hereby request the Town of Front Royal to provide utility services at the above service location. I (applicant and/or co-applicant) agree to pay all charges for services rendered as a result of this request. I understand and agree that failure to pay any amount due to the Town of Front Royal may result in termination of services and legal action for the collection of such sums plus interest, court costs and legal expenses and fees. I have read and signed the Service agreement provided by the Town of Front Royal and have by signing the following document agrees to adhere to this document.

______________________________________ ______________________________________
Signature (Applicant) Signature (Co-Applicant)

Notary:
State of _________________________________ City/County of ________________________________
On_______________________________________
The individual(s) whose name is signed to the foregoing instrument appeared before me, acknowledged the foregoing signature to be his/hers, and having been duly sworn by me, made an oath that the statements in the said instrument are true.
My commission expires ________________________Signature _______________________________
Printed Name:_______________________________

TOWN OF FRONT ROYAL VIRGINIA

Electric, Water, Sewerage, and Garbage Collection Service Agreement

This Service Agreement is made between the undersigned ("Customer") and the Town of Front Royal, Virginia.

In exchange for services described on Work Order No.______________________________, incorporated herein by reference, Customer agrees to the following:

DEPOSIT

For an existing residential service location, the deposit required for Town utility services shall be an amount equal to the highest monthly bill for that location during the preceding twelve months or one hundred and fifty ($150.00), whichever is greater.

For an existing commercial service location, the deposit required for Town utility services shall be an amount equal to the highest monthly bill for that location during the preceding twelve months or two hundred dollars ($200.00), whichever is greater.

To calculate the amount of the deposit for newly established residential or commercial service locations, the Front Royal Department of Finance shall establish the deposit at an amount equal to the customer's anticipated monthly usage of water and electric service, as may be the case. If, at any time, the customer's deposit is waived or returned, as set forth below, but the customer's service subsequently is terminated for nonpayment or the customer has made four late payments during any twelve month period, a deposit, in an amount as set forth above, shall be required.

DEPOSIT WAIVER

Notwithstanding the foregoing, no deposit shall be required when an acceptable credit history is furnished by the customer from a previous utility provider. Acceptable credit history is defined as a customer who can demonstrate that during the previous twelve months his/her bills were paid with no more than four (4) late payments on a monthly billing system or no more than two (2) late payments on a bimonthly system.

PAYMENT OF DEPOSIT

Payment of Deposit: Payment of the deposit is due upon execution of the service work order. In lieu of the foregoing, when the required deposit for a residential customer exceeds one hundred dollars ($100.00) but is less than two hundred dollars ($200.00), the customer may elect to pay one hundred dollars ($100.00) at the time the work order is executed and pay the balance of the deposit along with payment for the first month's service. When the required deposit exceeds two hundred dollars ($200.00), the deposit may be paid in two equal installments with one half due when the work order is signed and pay the remaining half along with the payment for the first month's service.

INTEREST AND REFUNDS

Deposits shall be held in an interest-bearing account.

Deposit plus interest shall be refunded either: (1) upon termination of the service account in an amount equal to the deposit and accrued interest minus any amount deducted to satisfy customer arrearages or other debts owing to the Town; or (2) upon the customer's request after a period of twelve months of service during which there were no more than four delinquent payments. Upon request of a refund, the Director of Finance shall first ensure that customer does not have any debts owing to the Town. If the customer is indebted to the Town, the Director of Finance will apply any refund toward satisfaction of these debts prior to the refund of any money to the customer.

COMPLIANCE WITH LAW

Customer agrees to comply with all local ordinances concerning these services including all new rate schedules and fees that the Town Council may adopt.

PAYMENTS

Due Date - Fines and Charges

All payments for water, sewer, electric, and garbage collection services shall be due within 20 days of the date of billing. Accounts, for which full payment is not received within 20 days, are delinquent. A late charge of 2% of the delinquent bill immediately shall be charged to the delinquent account. If the account remains delinquent for 10 days after the original notice, an additional service charge of $10.00 shall be charged. Finally, a service charge will be required to reconnect service that has been discontinued due to non-payment. If the reconnection occurs during normal business hours, the reconnection fee shall be $20.00-first reconnection fee; $30.00-second reconnection fee; $40.00-third reconnection fee; $50.00-reconnection fee for all other times.

Place of Payment

Payments shall be made by mail, at the deposit box located near the drive-thru window at Town Hall (102 E Main St.), in person at the Department of Finance, at a Town designated bank, or using the Town of Front Royal's website www.frontroyalva.com

Customers may elect to sign up for the Town of Front Royal's auto-draft program to have the full amount of utility bill automatically deducted from a checking or savings account on the due date of the utility bill. Authorization forms are available from the Finance Department or www.frontroyalva.com

Allocation of Payments

During a delinquency in the payment for any service any subsequent payment received for services will be applied first against the most delinquent account which is not subject to a defense of any applicable statute of limitations.

<u>Budget Billing</u>

Notwithstanding the foregoing, the Director of Finance, in his discretion, may enter into agreements with customers for alternative billing and payment schedules with persons on fixed or limited incomes. Utility account to be enrolled must have one year of services and be in good credit standings. Budget billing payment contract must be signed annually by account holder. Monthly payment plan will be in effect for eleven (11) months beginning with the June billing, which is paid in July, and ending with the April billing, which is paid in May. The billing for May, which will have a due date of June, will be an actual bill with the actual readings and amount due brought forward. If three (3) or more payments are delinquent, the plan may be terminated.

TERMINATION OF SERVICES

Notice

The Director of Finance shall notify the customer in writing of all delinquencies, imminent service termination, and right to contest as set forth below. Notice also shall be posted on the door of the premise with the delinquent account.

Protest

The customer may contest the bill by contacting the Director of Finance for the Town of Front Royal who will immediately schedule a hearing on the customer's claim that his account is not delinquent.

Disconnection of Service

If the matter is not successfully contested by the customer and arrearages remain 10 days after the date of the aforementioned notices, water and electric service shall be disconnected. Notwithstanding the foregoing, no services shall be disconnected prior to a requested hearing.

Persons in Poor Health

Customer may seek an additional 30 days before water and electric services are disconnected if the Director of the Warren County Health Department certifies in writing to the Town of Front Royal Director of Finance that the customer has a serious medical condition or the customer resides with a family member with a serious medical condition. Upon providing certification the service termination may be delayed twice within a 12-month period, but may not be consecutive, certification shall be valid for period of 365 days. A Serious Medical Condition Certification Form can be obtained from the Department of Finance or www.frontroyalva.com

Conditions for Reconnection of Service

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

RETURNED PAYMENT POLICY

If a payment is returned to the Town for any reason, the Director of Finance shall notify, in the same manner as provided above, the Customer. If payment, in full, plus a $35.00 service charge is not received by the close of business three days after the date on the notice, all utility services to the customer's service location shall be disconnected. If the customer presents the Town with more than two bad checks during any twelve month payment, payment by check will no longer be accepted.

METER TAMPERING

Meter tampering is illegal, dangerous and is strictly prohibited. All known occurrences of meter tampering will result in immediate disconnection of service with or without prior notification. The Town of Front Royal will notify law enforcement of all instances of meter tampering and will assess a $1,000 penalty. Tampering with or bypassing the Town of Front Royal’s electric or water meter, or other instances of service diversion such as physically disorienting the meter, attaching objects to the meter to divert or bypass service or, insertion of objects into the meter, and other means of tampering shall be assessed a $1,000 penalty. Necessary repairs, payment for delinquent services, payment for tampering penalty, and payment for illegal usage shall be made before service will be restored.

BUSINESS ACCOUNTS.

The Town shall require any entity not a natural person requesting a utility account to either: (1) provide the written personal guaranty of payment from a natural person holding an ownership interest in the entity or, (2) pay an additional deposit amount equal to the greater of: (a) twice the average monthly utility bill during the preceding twelve (12) month period for utilities provided at the service location or, (b) $375.00. Any additional deposit paid pursuant to (2), above, after applying same to any past due balances, shall be refunded to the entity within a reasonable time after the utility account is closed.

PROOF OF INCOME

Customer shall furnish Town with documentation necessary to verify source of income to prove ability to pay average monthly utility bill for that location for the preceding 12 month period; such proof may include, pay stub, bank statement, copy of last year’s federal tax return, wages and tax statement (W-2 and/or 1099’s), pension payment, social security payment, child/spousal support agreement, and/or other documentationn deemed acceptable.

By signing below, the Customer certifies that he/she has read this Service Agreement, fully understands this Service Agreement, is entitled to lawful possession of the premises to which this Agreement relates, and agrees to comply with its terms.

Signed: ____ Date:________________________

Printed:____

Signed: ____ Date:________________________

Printed:____

Notary:
State of ___________________________________ City/County of ________________________________

On____
The individual(s) whose name is signed to the foregoing instrument appeared before me, acknowledged the foregoing signature to be his/hers, and having been duly sworn by me, made an oath that the statements in the said instrument are true.

My commission expires __________________________Signature _________________________________

OWNER/LANDLORD AUTHORIZATION FORM

(Not required if valid lease presented)
AUTHORIZING TENANT TO OBTAIN SERVICES
WITH THE TOWN OF FRONT ROYAL
Pursuant to the Code of Virginia, Sections 15.2-2119 & 15.2-5139

Service Address:____

Current Owner's Name(s):____

Owner's Mailing Address____

City, State, Zip: ____

Telephone#____

Tenant's Name:____

Tenant Move-In Date:____

The Town of Front Royal must receive a copy of a valid lease or authorization from current owner prior to establishing new service account. This agreement authorizes the Town of Front Royal to provide:

(Check all that apply)

___Electric Service

___Water Service

___Sewer Service

___Garbage Service

To the above tenant, and to establish an account in the tenant's name.

Signature of Owner/Landlord:______________________________________

Printed Name:____

Date:________________

PERSONAL GUARANTY OF INDEBTEDNESS

(Required on business accounts, unless additional deposit is paid)

The undersigned Guarantor(s) in order to induce the Town of Front Royal to extend credit to applicant herein does hereby unconditionally personally guarantee all sums which may be owed by applicant, ________________________________, to the Town of Front Royal, whether said indebtedness is due now or hereafter incurred. This Guaranty is continuing guarantor(s). The Town of Front Royal may joint or independently modify indebtedness, accept or release collateral, or release the undersigned Guarantor(s), any of all of which actions may be taken without to Guarantor(s). If the Guaranty is executed by more than one Guarantor, one or more Guarantors may be released, and such release shall not release the other Guarantor(s), and such release may be done without notice to the other Guarantor(s). The undersigned Guarantor(s) waive notice of execution of this Guaranty. Performance of this Guaranty shall be at Front Royal, Virginia.

This Guarantee shall remain in full force and effect until the earlier of (1) the termination of all Service Agreement between Town of Front Royal and applicant subject to this Guarantee, or (2) Sixty (60) days after Town of Front Royal's receipt of written notice of revocation of this Guarantee from Guarantor. Termination or revocation of this Guarantee shall not eliminate any liability or obligation of Guarantor relating to or arising out of any Obligations or transaction under or pursuant to Service Agreement occurring prior to the effective date of such termination, including, without limitation, subsequent interest, late charges, or balancing account adjustments.

Until all Obligations have been paid in full, Guarantor waives any rights to succeed to or enforce any rights which Town of Front Royal may have with respect to applicant or to any collateral which Town of Front Royal may have to secure payment of the Obligations. Until all Obligations have been paid in full, Guarantor shall not claim or enforce any right of subrogation, reimbursement, indemnity or any similar right against Town of Front Royal on account of any payment or action by Guarantor under this Guarantee. Guarantor waives all defenses based on any loss or deferral of such rights.

Guarantor waives the defense of the statue of limitations on any action hereunder or for the collection of any indebtedness or the performance of any of the Obligations hereby guaranteed.

This Guarantee shall be governed by, and construed in accordance with, the laws of the State of Virginia. Any and all litigation or alternative dispute resolution proceeding that may arise as a result of this Guarantee shall be brought and litigated in the courts of the State of Virginia.

Guarantor acknowledges that it is able to and will keep itself fully informed of applicant's financial condition and waives any responsibility of Town of Front Royal to inform Guarantor of any matter relating
thereto.

Guarantor's
Signature_______________________________PrintedName____________________________________

Address:____

City/State/Zip:__________________________ Phone#_______________________

Social Security#______________________ Date:_________________________

10

Town of Front Royal, Virginia
Council Agenda Statement

Page 1
Item No. 10

Meeting Date: August 26, 2019

Agenda Item: COUNCIL APPROVAL – An Ordinance Amendment to Chapter 4-19 Pertaining to Order of Business/Placement and Approval of Items on the Agenda *(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 Chapter 4-19 pertaining to the order of business for Town Council meetings and the placement of items on the council agendas, as presented.

Budget/Funding: None

Attachments: Ordinance

Meetings: Work Session held July 1, 2019. Public Hearing held August 12, 2019

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 Chapter 4-19 pertaining to the order of business for Town Council meetings and the placement of items on the council agendas, as presented.**

*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 FRONT ROYAL TOWN CODE CHAPTER 4-19 PERTAINING TO ORDER OF BUSINESS AND PLACEMENT AND APPROVAL OF ITEMS ON THE AGENDA

WHEREAS, Town Council wishes to amend Chapter 4-19 of the Town Code to reflect changes to the procedures on placing items on the agenda and the approval of such items; and,

NOW THEREFORE, BE IT ENACTED, by the Town Council of the Town of Front Royal, Virginia, that Chapter 4-19 of the Front Royal Town Code is hereby amended as follows:

4-19 ORDER OF BUSINESS; PLACEMENT AND APPROVAL OF ITEMS ON ~~THE~~ AGENDAS

A. ORDER OF BUSINESS

1) At every regular meeting of the Council, the order of business shall be as follows:

Pledge of Allegiance.
Moment of Silence.
Roll Call
Approval of the Minutes of previous meetings
Receipt of Petitions and/or correspondence from the public.
Reports.
a. Report of Special Committees or Town Officials and ~~**Report of the**~~ Town Manager.
b. Requests and Inquiries of Council members.
c. Report of the Mayor
d. Proposals for addition/deletion of items to the Agenda.
Consent Agenda Items.
Items for Approval
Closed Meeting items (if applicable).

2) ~~**B.**~~ The order of business shall not be departed from except by the consent of two-thirds (2/3~~**rds**~~) of the members of the Council present and voting.

3) ~~**C.**~~ Consent Agenda Items: Items which appear under the heading “Consent Agenda Items” are intended to be routine business items which are not subject to individual debate or discussion, but are, instead, voted on as a group. However, at the time the presiding officer announces that the Consent Agenda portion of the order of business has been reached, any member of Council may request that any individual items or items may be removed from the Consent Agenda, and such item or items shall, thereafter, become the first item or items considered under the “Items for Approval” portion of the order of business.

4) At every work session meeting of the Council, the order of business shall be determined by the Mayor, or in his absence, the Vice Mayor.

B. PLACEMENT OF ITEMS ON AGENDAS

~~**1) D.**~~ The following items shall be placed on a Council Agenda for a regular meeting **or work session** provided they are delivered to the office of the Town Manager. ~~and approved by~~

~~the Mayor, or, in his absence, the Vice Mayor, no later than 12:00 Noon on the Tuesday before the meeting is scheduled.~~

a. Items ~~**which come**~~ from members of Town Boards or Commissions whose membership is appointed by the Council.

~~**1. Items which result from the application of a specific Town Code Section.**~~

b. ~~**3.**~~ Items required for decision by the Town Manager, to include citizen requests placed in writing by the citizen or by the **Town** Manager.

~~**2. Items such as proclamations which are handled on a routine basis.**~~

c. ~~5.~~ Items ~~**which are**~~ requested ~~**for placement on the Agenda**~~ by the Mayor ~~or~~ ~~**a member of Council,**~~ to include citizen requests placed in writing. ~~by the Mayor~~ ~~**or Council Member.**~~

d. Items requested by at least two (2) members of Council.

e. ~~6.~~ **Items requested** ~~**Requests**~~ from citizens who have appeared at a previous meeting of Council, and who have placed their requests in writing and asked for the matter to be considered at ~~the next regular meeting~~ **an upcoming meeting of Council.**

~~**7. Items specially requested for a joint Work Session meeting with another body to such as the Warren County Board of Supervisors, the Economic Development Authority, or a Town Board or Commission.**~~

~~**8. The Mayor shall cause items which do not meet the deadline and approval criteria specified in D, above, to be placed on an agenda for a regular meeting within thirty (30) days from the date of submission.**~~

C. APPROVAL OF PLACEMENT OF ITEMS ON THE AGENDAS

1) **The Mayor, or in his absence, the Vice Mayor approves the final regular meeting and work session agendas before publication and shall not remove any item on said agendas placed by at least two (2) Council members.**

2) **No items may be placed on regular meeting or work session agendas after publication without unanimous vote from all members of Council present and voting.**

~~**In addition, the Council may override the Mayor's disapproval of any item which has been submitted within the specified time limit by adopting a motion to place the item on its Agenda by a unanimous vote from all members of Council present and voting.**~~

~~E. The following items may be placed on the Agenda for a Work Session of Council provided they are delivered to the office of the Town Manager and approved by the Mayor, or, in his absence,~~

~~the Vice-Mayor, no later than 12:00 Noon on the Tuesday Wednesday before the meeting is scheduled:~~

~~1. Items D (3), (5), and (6), above, as well as items specially requested for a joint Work Session with another body, such as the Warren County Board of Supervisors, the Economic Development Authority, or a Town board or commission.~~

~~2. The Mayor shall cause items which do not meet the deadline and approval criteria specified in E, above, to be added to the Agenda for a Work Session within thirty (30) days of submission. In addition, the Council may override the Mayor's disapproval of an item which was submitted within the specified time limit by adopting a motion to do so on a majority vote from all members of Council present and voting.~~

This ordinance shall become effective upon passage.

APPROVED:

____
Matthew A. Tederick, Interim Mayor

ATTEST:

____
Jennifer E. Berry, MMC, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted ___________________2019, upon the following recorded vote:

Eugene R. Tewalt	Yes/No	Jacob L. Meza	Yes/No
William A. Sealock	Yes/No	Chris W. Holloway	Yes/No
Letasha Thompson	Yes/No	Gary Gillispie	Yes/No

A public hearing on the above was held on __________________________________, 2019, having been advertised in the Northern Virginia Daily on _________________________, 2019, and ________________________, 2019. The Ordinance was enacted at the Regular Meeting of the Town Council held ________________________2019, to become effective immediately.

Approved as to form and legality:

____
Douglas W. Napier, Town Attorney
Date: ____/____/_____

11

Town of Front Royal, Virginia
Council Agenda Statement

Page 1
Item No. 11

Meeting Date: August 26, 2019

Agenda Item: CLOSED MEETING – 1) EDA-related and other issues concerning the financing of the new Police Department Headquarters and 2) Personnel Matter

Summary: Council is to go into a Closed Meeting for the 1) discussion or consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the Town would be adversely affected, pursuant to Section 2.2-3711. A. 6. of the Code of Virginia; 2) Consultation with legal counsel employed or retained by Town Council regarding specific legal matters requiring the provision of legal advice by such counsel, pursuant to Section 2.2-3711. A. 8. of the Code of Virginia and 3) Discussion of the award of a public contract involving the expenditure of public funds, and discussion of the terms or scope of such contract, where discussion in an Open Meeting would adversely affect the bargaining position or negotiating strategy of Town Council, pursuant to Section 2.2- 3711. A. 29. of the Code of Virginia **AND d**iscussion and consideration of performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of Town Council, pursuant to Section 2.2-3711. A. 1. of the Code of Virginia.

Budget/Funding: None
Attachments: None
Meetings: None
Staff Recommendation: Approval ✓ Denial______

Motions to Go Into Closed Meeting

(A) I move that Town Council convene and go into Closed Meeting for the following purposes pertaining to EDA-related and other issues concerning the financing of the new Police Department headquarters:

(1) The discussion or consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the Town would be adversely affected, pursuant to Section 2.2-3711. A. 6. of the Code of Virginia.

(2) Consultation with legal counsel employed or retained by Town Council regarding specific legal matters requiring the provision of legal advice by such counsel, pursuant to Section 2.2-3711. A. 8. of the Code of Virginia.

(3) Discussion of the award of a public contract involving the expenditure of public funds, and discussion of the terms or scope of such contract, where discussion in an Open Meeting would adversely affect the bargaining position or negotiating strategy of Town Council, pursuant to Section 2.2- 3711. A. 29. of the Code of Virginia.

AND

(B) I move that Town Council convene and go into Closed Meeting for the following purposes:

Discussion and consideration of performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of Town Council, pursuant to Section 2.2-3711. A. 1. of the Code of Virginia.

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

I move that Town Council certify that to the best of each member's knowledge, as recognized by each Council member's affirmative vote, that only such public business matters lawfully exempted from Open Meeting requirements under the Virginia Freedom of Information Act as were identified in the motion by which the Closed Meeting was convened were heard, discussed or considered in the Closed Meeting by Council, and that the vote of each individual member of Council be taken by roll call and recorded and included in the minutes of the meeting of Town Council.

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

Approved By: JW

WORK

SESSION

Work Session

Work Session Agenda Form

Item # 1

DATE: August 26, 2019

AGENDA ITEM: Route 522N Corridor Water Reliability Study

SUMMARY: CHA will cover the following items in their Power Point Presentation to Town Council. The Overview of the completed (PER) Preliminary Engineering Report, Brief explanation of recommended route, a project cost overview and a plan to fund the project and a project plan of action moving forward.

BUDGET/FUNDING: 9672-R40005

STAFF RECOMMENDATION: CHA Engineering and Town Staff will be available to answer questions.