



REGULAR TOWN COUNCIL MEETING

Monday, September 9, 2019 @ 7:00pm in 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 26, 2019
5. Receipt of Petitions and/or Correspondence from the Public
6. Reports:
 - a. Report of special committees or Town officials and Town Manager
 - * **Report from NSVRC - Brandon Davis Executive Director**
 - * **Report from County of Warren – Brandy Rosser General Services Director**
 - * **Town's Mobile App Presentation – Todd Jones Director of IT**
 - b. Requests and inquiries of Council members.
 - c. Report of the Interim Mayor
 - d. Proposals for addition/deletion of items to the Agenda.
7. **CONSENT AGENDA ITEMS** – (ROLL CALL VOTE REQUIRED)
 - A. COUNCIL APPROVAL – Bid for Mower
 - B. COUNCIL APPROVAL – Bid for Waterline Upgrades
8. **COUNCIL APPROVAL** –An Ordinance to Vacate Portion of Carter St. – C. Holloway (2nd Reading)
9. **COUNCIL APPROVAL** – Ordinance to Amend Chapter 134-71 Pertaining to Utility Accounts Payments and Termination of Service (2nd Reading)
10. **COUNCIL APPROVAL** – Write-Off for Bad Debt for the 3rd Quarter of 2019

TOWN COUNCIL WORK SESSION

Immediately to follow Regular Meeting

TOWN/STAFF RELATED ITEMS

1. Request for Water/Sewer at 3853 Guard Hill Road from Chris Ramsey – *Town Manager*
2. Tap Fees & Services Presentation – *Director of Public Works*

COUNCIL/MAYOR RELATED ITEMS

3. Open Discussion
4. **CLOSED MEETING** – EDA Lawsuit

Motion to Go Into Closed Meeting - I move that Town Council convene and go into Closed Meeting for Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in Open Meeting would adversely affect the negotiating or litigating posture of the public body; "; pursuant to Section 2.2-3711. A. 7. 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.

7A



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

Page 1
Item No. 7(A)

Meeting Date: September 9, 2019

Agenda Item: COUNCIL APPROVAL – Bid for Mower

Summary: Council is requested to approve the bid from Turf Equipment and Supply Company, Inc in the amount of \$7,854.70 for the purchase of a Toro Commercial Grandstand Model 74519 Stand-on Mower for the Horticulture Department. This mower replaces #745.

Budget/Funding: FY20 budget in Horticulture Department line item 4305-47001 Machinery & Equipment.

Attachments: Memorandums from the Manager of Purchasing and Director of Fleet Maintenance, and Vendor Spread Sheet

Meetings: None

Staff

Recommendation: Approval ✓ Denial _____

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

Proposed Motion: I move that Council approve the bid from Turf Equipment and Supply Company, Inc in the amount of \$7,854.70 for the purchase of a Toro Commercial Grandstand Model 74519 Stand-on Mower for the Horticulture Department.

*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: September 4, 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 Fleet Maintenance Department to purchase a commercial ride-on mower. The Department Director, Don McPaters has reviewed the tabulation and the four (4) vendor responses to this competitive sealed bid. The apparent low bid from Hamilton Equipment Services did not meet required specifications. Staff recommends awarding the Toro Commercial Grandstand Model 74519 in the amount of \$7,854.70 to Turf Equipment and Supply Company, Inc., from Jessup, Maryland.

Due to the type of bid being rolling stock, Town Council is requested to award the purchase. Attached to this memo is the bid tabulation and recommendation memo from Fleet Maintenance. Please add this action item to the September 9th, 2019 Regular Town Council Meeting agenda.

Funding for this request has been included in the FY20 budget in the Horticulture Department line item 4305-47001 Machinery & Equipment.

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

MEMORANDUM

TO: Alisa Scott, Manager of Purchasing

FROM: Donald B McPaters, Director of Fleet Maintenance

SUBJECT: Purchase Commercial Stand on Mower

DATE: September 4, 2019

The stand on mower from Turf Equipment out of Jessup Maryland met our specification. They bid a Toro Commercial Grandstand Model 74519. Funding is available in the Horticulture Department's budget 4305-7001.

VENDOR SPREAD SHEET



Town of Front Royal, VA

BID: RFQ #20-2019 COMMERCIAL STAND-ON MOWER

BID/PROPOSAL OPENING DATE: 8/8/2019

BID/PROPOSAL OPENING TIME: 2:00 PM

DESCRIPTION OF REQUESTED GOODS	Vendor Names			
	HAMILTON EQUIPMENT SERVICES WARRENTON, VA	TURF EQUIPMENT AND SUPPLY COMPANY, INC. JESSUP, MD	DOYLE'S EQUIPMENT SERVICE, INC. WINCHESTER, VA	MARATHON RESOURCE MANAGEMENT GROUP, LLC ASHLAND, VA
COMMERCIAL STAND-ON MOWER PER SPECIFICATIONS	QUOTATION \$7,599.00 **	QUOTATION \$7,854.70	QUOTATION \$7,904.70	QUOTATION \$9,829.00

** Denotes non-responsive bid

The VENDOR SPREAD SHEET is generated from the initial, raw information collected. No award decision has been made.

Alisa Scott
 Prepared by: Alisa Scott, PMP, MBA, VCA, VCO

7B



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

Page 1
Item No. 7(B)

Meeting Date: September 9, 2019

Agenda Item: COUNCIL APPROVAL – Bid for Waterline Upgrades

Summary: Council is requested to approve the bid from Bushong Contracting Corporation in the amount of \$422,140.00 for waterline upgrades on Steele Avenue, Highview Street and Parkview Drive.

Budget/Funding: Public Works Department's line item 9602-47513

Attachments: Memorandums from the Manager of Purchasing and Public Work Director, and Vendor Spread Sheet

Meetings: None

Staff Recommendation: Approval ✓ Denial

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

Proposed Motion: I move that Council approve the bid from Bushong Contracting Corporation in the amount of \$422,140.00 for waterline upgrades on Steele Avenue, Highview Street and Parkview Drive.

*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: September 4, 2019
To: Tina Presley, Senior Executive Assistant
Town Manager's Office
From: Alisa Scott, Purchasing Manager
RE: Request to Add Consent Agenda Item

Purchasing has responded to a request from the Public Works Department to send invitations to bid for waterline upgrades on Steele Avenue, Scott Street, Highview Street, and Parkview Drive. On Friday, August 31st, 2019 the Town received 6 sealed bids.

The Department Director, Robbie Boyer has reviewed the tabulation and recommends awarding the bid to the lowest, responsive and responsible bidder, Bushong Contracting Corporation, Woodstock, VA for \$422,140.00.

Due to the amount of the bid, Town Council is requested to review and award the purchase. Attached to this memo is the recommendation memo from Public Works and bid tabulation. Please add this action item to the September 9th, 2019 Regular Town Council Agenda.

Funding for this request is available in the Public Works Department's line item 9602-47513.

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: September 4, 2019
RE: Recommendation for Approval for Water Line Upgrade Project

We have reviewed the six bids the Town received for the water line upgrades on Steele Ave, Scott St, Highview St and Parkview Drive. I would recommend we move forward with the lowest bid of \$422,140.00 from Bushong Contracting out of Woodstock, VA. The department has adequate funds budgeted in this year's budget under line item 9602-7513 to fund this project.

Bushong Contracting has completed several projects for the Town in the past and their work has been in accordance with the Town's construction standards and specifications. If you have any questions or need any further information just let me know.



TOWN OF FRONT ROYAL, VIRGINIA
Bid Tabulation
 Item: IFB - #17-2019 WATERLINE UPGRADE PROJECTS PHASE 2
 Bid Date: August 30, 2019

The below table is generated from the initial, raw information collected.
 No award decision has been made.

BID ITEM

			BUSHONG CONTRACTING COMPANY WOODSTOCK, VA		KEE CONSTRUCTION SERVICES, INC. WINCHESTER, VA		G.B. FOLTZ CONTRACTING INC. MT. JACKSON, VA		INTERBUILD, INC. DBA FUOG/INTERBUILD, INC. PURCELLVILLE, VA		PINE KNOLL CONSTRUCTION CLEAR BROOK, VA		MIDAS UTILITIES, LLC CAPITAL HEIGHTS, MD	
			QUOTE		QUOTE		QUOTE		QUOTE		QUOTE		QUOTE	
QUANTITY	UNIT													
MOBILIZATION	1	LUMP SUM		\$20,000.00		\$290,876.00		\$70,000.00		\$35,726.00		\$38,617.00		\$28,500.00
MAINTENANCE OF TRAFFIC	1	LUMP SUM		\$14,665.00		\$30,000.00		\$12,000.00		\$65,000.00		\$9,170.00		\$8,500.00
PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION	1	LUMP SUM		\$1,000.00		\$11,850.00		\$6,000.00		\$7,500.00		\$6,330.00		\$5,000.00
6" ZINC COATED DUCTILE IRON WATERMAIN (CLASS 52)	2,335	LINEAR FEET	\$95.00	\$221,825.00	\$50.00	\$116,750.00	\$151.00	\$352,585.00	\$182.11	\$425,226.85	\$100.29	\$234,177.15	\$152.00	\$354,920.00
FIRE HYDRANT	5	EA	\$4,000.00	\$20,000.00	\$3,595.00	\$17,975.00	\$5,241.00	\$26,205.00	\$4,760.00	\$23,800.00	\$4,859.00	\$24,295.00	\$6,500.00	\$32,500.00
6" MJ TEE	13	EA	\$750.00	\$9,750.00	\$197.00	\$2,561.00	\$712.00	\$9,256.00	\$481.77	\$6,263.01	\$894.00	\$11,622.00	\$388.00	\$5,044.00
6" MJ GATE VALVE	41	EA	\$1,200.00	\$49,200.00	\$930.00	\$38,130.00	\$947.00	\$38,827.00	\$1,128.00	\$46,248.00	\$1,528.50	\$62,668.50	\$1,600.00	\$65,600.00
6" x 4" MJ REDUCER	1	EA	\$2,000.00	\$2,000.00	\$92.00	\$92.00	\$565.00	\$565.00	\$608.00	\$608.00	\$661.00	\$661.00	\$348.00	\$348.00
6" MJ BEND, 45 DEGREE	6	EA	\$1,000.00	\$6,000.00	\$329.00	\$1,974.00	\$310.00	\$1,860.00	\$637.75	\$3,826.50	\$797.00	\$4,782.00	\$205.00	\$1,230.00
6" MJ BEND, 11.25 DEGREE	1	EA	\$1,000.00	\$1,000.00	\$107.00	\$107.00	\$588.00	\$588.00	\$635.00	\$635.00	\$848.00	\$848.00	\$200.00	\$200.00
3/4" WATER SERVICE TRANSFER	53	EA	\$1,400.00	\$74,200.00	\$1,484.00	\$78,652.00	\$3,629.00	\$192,337.00	\$2,617.00	\$138,701.00	\$2,906.00	\$154,018.00	\$1,800.00	\$95,400.00
AS-BUILT RECORD DRAWINGS	1	LUMP SUM		\$2,500.00		\$7,000.00		\$5,500.00		\$4,250.00		\$2,043.00		\$3,500.00
			\$422,140.00		\$595,967.00		\$715,723.00		\$757,784.36		\$549,231.65		\$600,742.00	

Alisa Scott
 Tabulation Prepared by: Alisa Scott, PMP, MBA, VCA, VCO, Purchasing Manager

8



Town of Front Royal, Virginia Council Agenda Statement

Page 1
Item No. 8

Meeting Date: September 9, 2019

Agenda Item: COUNCIL APPROVAL – Approve an Ordinance to Vacate a Portion of Carter Street – Chris Holloway (*2nd Reading*)

Summary: Council is requested to adopt on its second and final reading an Ordinance to vacate 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 that was requested from Chris Holloway to create five (5) townhouse lots facing Steele Avenue, contingent upon approval of an easement to the Town to maintain or repair the utility main(s) contained in the improved portion of Carter Street.

Budget/Funding: None

Attachments: Ordinance, Application and Plat

Meetings: Work Session held July 15, 2019. Public Hearing held August 26, 2019.

Staff Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council adopt on its second and final reading an Ordinance to vacate 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 that was requested from Chris Holloway to create five (5) townhouse lots facing Steele Avenue, contingent upon approval of an easement to the Town to maintain or repair the utility main(s) contained in the unimproved portion of Carter Street.

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proposed motions are offered by Staff for guidance

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

Approved By: 



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' x 40')
136.05

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

Chris Holloway

Date

5-9-2018

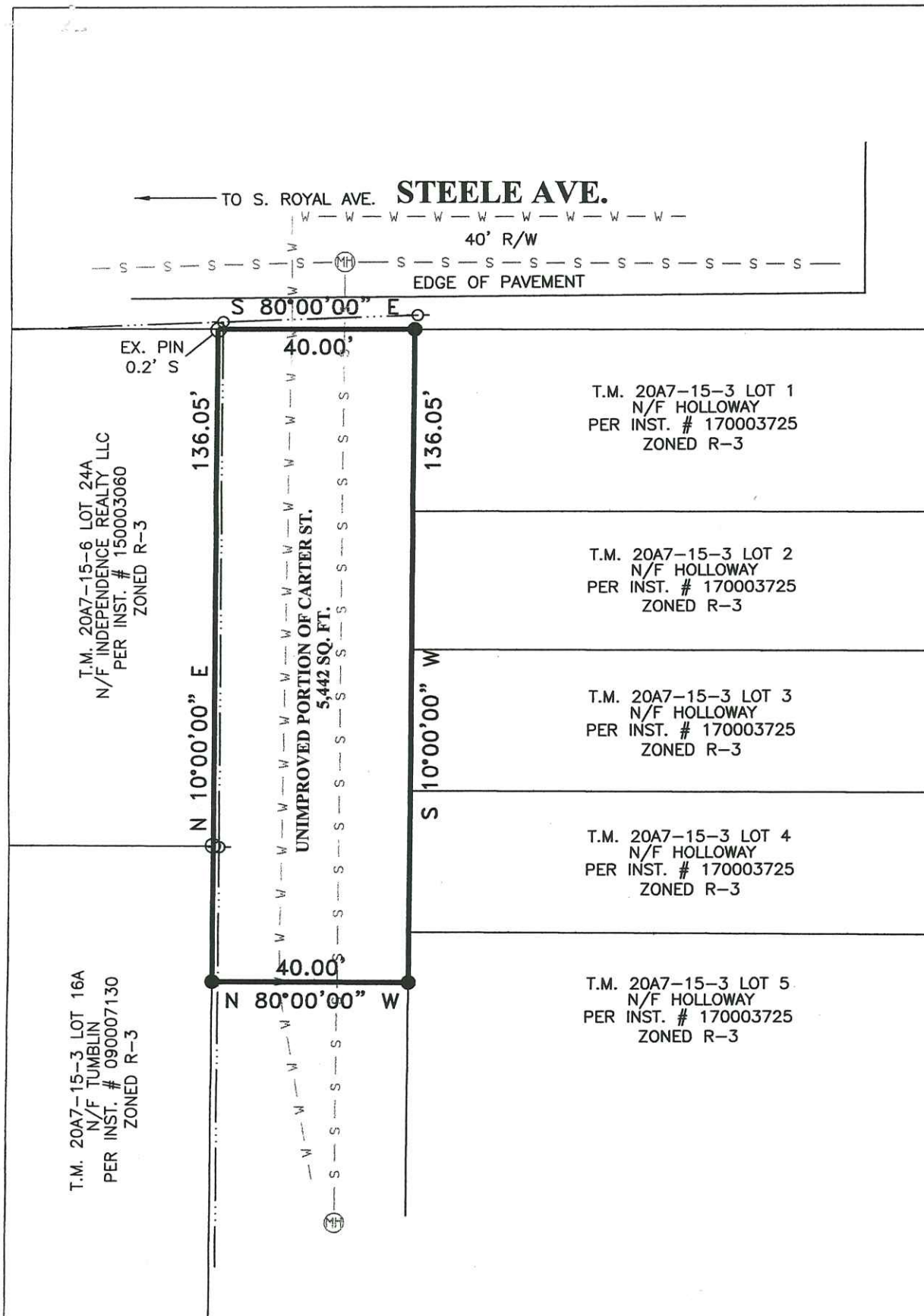
Completed application shall be returned by mail or delivery to:

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

PER P.B. 2/53
SCALE 1" = 30'



VARIABLE WIDTH ALLEY

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

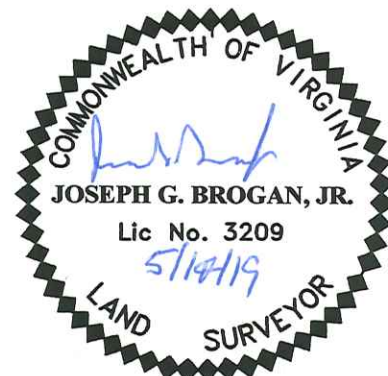
NO TITLE REPORT FURNISHED TO THIS OFFICE.
SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

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

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

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



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'

PER P.B. 2/53
SCALE 1" = 30'

T.M. 20A7-15-6 LOT 24A
N/F INDEPENDENCE REALTY LLC
PER INST. # 150003060
ZONED R-3

VARIABLE WIDTH UTILITY
AND ACCESS EASEMENT
DEDICATED TO THE
TOWN OF FRONT
ROYAL PER THIS PLAT

T.M. 20A7-15-3 LOT 16A
N/F TUMBLIN
PER INST. # 090007130
ZONED R-3

**NEW T.M. 20A7-15-3 LOT 1A
20,000 SQ. FT.**

NEW T.M. 20A7-15-3 LOT 5A
5,166 SQ. FT.

T.M. 20A7-15-3 LOT 7
N/F HOLLOWAY
PER INST. # 170003725
ZONED R-3

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

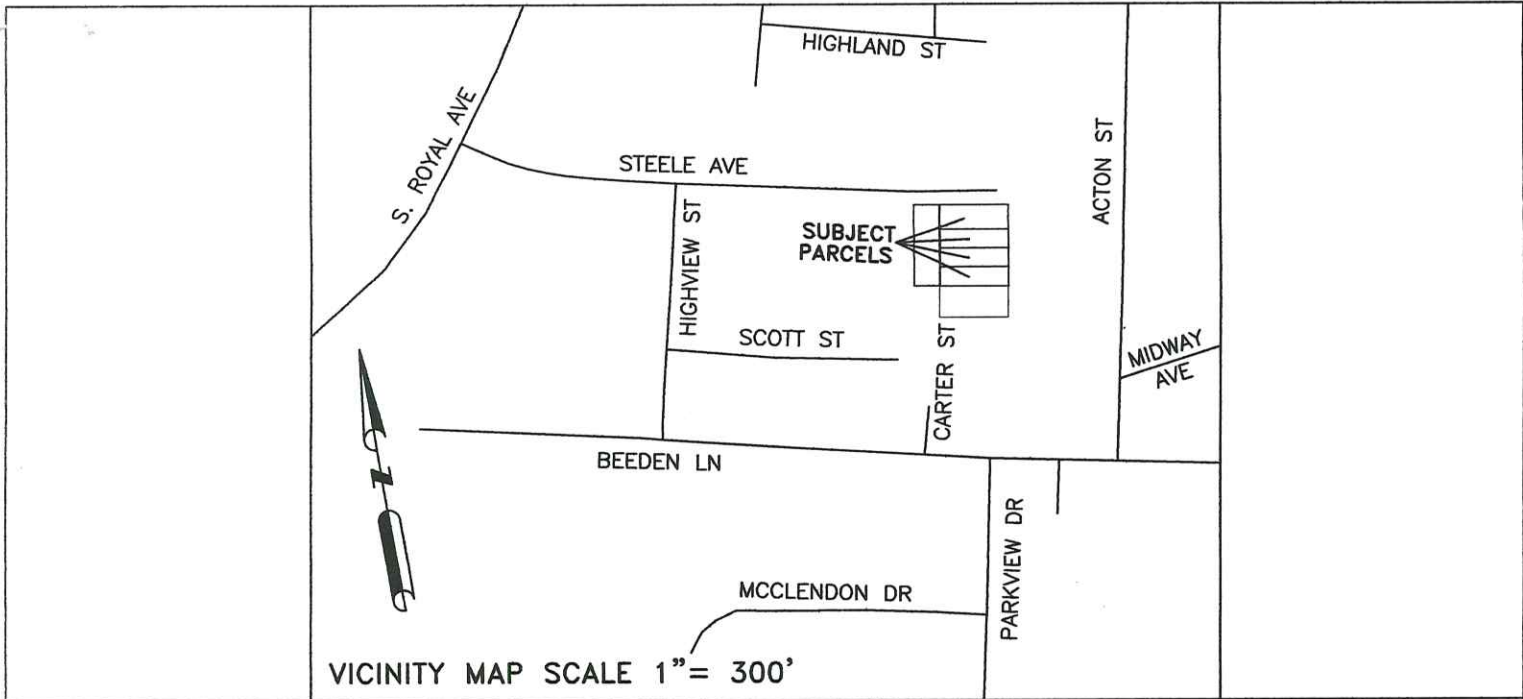
BOUNDARY LINE ADJUSTMENT BETWEEN
TAX MAP 20A7-15-3 LOTS 1-6 AND
40' WIDE UNIMPROVED PORTION OF CARTER ST

**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

SHEET TWO OF TWO





APPROVED BY THE TOWN OF FRONT ROYAL

ALL TOWN TAXES HAVE BEEN PAID AND RELEASED.

FINANCE DIRECTOR _____ DATE _____

PLANNING DIRECTOR _____ DATE _____

TOWN MANAGER _____ DATE _____

- S — DENOTES U.G. SANITARY SEWER LINE.
- W — DENOTES U.G. WATER LINE.
- · — · — DENOTES OVERHEAD WIRES.
- - - - DENOTES UTILITY EASEMENT.
- ⊕ 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.

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

Chris Holloway
CHRIS HOLLOWAY

ACKNOWLEDGED BEFORE ME THIS 11th DAY OF May
MY COMMISSION EXPIRES 11-30-21
Jennifer S. Berry
NOTARY



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.



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

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 <dwwjenkins@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.

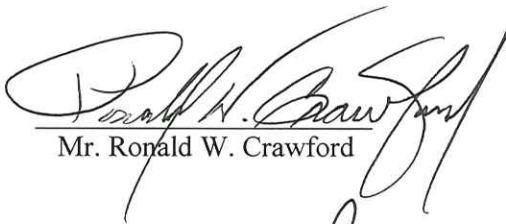


To: Front Royal Town Council
From: Viewing Committee
RE: Vacation of a Portion of Unimproved Carter St – Chris Holloway
Date: July 9, 2019

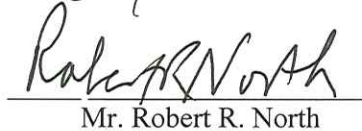
The Town of Front Royal has received an "Application for Vacation of Streets and Alleys and Other Town Rights-of-Ways", dated 5/16/19 from Chris Holloway, 240 Virginia Avenue, Front Royal, Virginia 22630 seeking the vacation of a portion of unimproved Carter Street that is approximately 136.05' x 40' 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.


Mr. Ronald W. Crawford


Mr. Ron Harvey


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 UTILITY 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 _____
Chris W. Holloway _____
Jacob L. Meza _____

William A. Sealock _____
Eugene R. Tewalt _____
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: September 9, 2019

Agenda Item: COUNCIL APPROVAL – Ordinance to Amend Chapter 134-71 Pertaining to Utility Account Payments and Termination of Service (*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 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.

Budget/Funding: None

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

Meetings: Work Sessions held June 3 and June 24, 2019. Public Hearing held August 26, 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 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 Chapter 134-71 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 landlords 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

	<u># of Accounts</u>	<u>Total Dollars</u>	<u>Avg \$ Per Account</u>	<u>% of Total \$</u>	<u>% of # of Accounts</u>
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

<u>Value of Balance</u>	<u># of Accounts</u>	<u>Total Dollars</u>	<u>Avg \$ Per Account</u>	<u>% of Total \$</u>	<u>% of # of Accounts</u>		
# 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%		
\$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%		
\$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%		
						38.4% of Total Dollars	74.7% of Total Accounts
						61.6% of Total Dollars	25.3% of Total Accounts

Only Balances > \$1,000

<u>Description</u>	<u># of Accounts</u>	<u>Total Dollars</u>	<u>Avg \$ Per Account</u>	<u>% of \$ > \$1,000</u>	<u>% of # of Accounts</u>
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 Utility 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
Total # 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

Deposits on Residential Service Locations

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. Minimum deposit amount for residential service location is \$250. Please contact the Finance Department to obtain the correct deposit amount due.

Deposits on Commercial Service Locations

A security deposit will be required for all Commercial Service Locations. Minimum deposit amount for commercial service locations is \$500. Please contact the Finance Department to obtain 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)

Date: _____

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

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 two hundred and fifty dollars (\$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 twice the average monthly bill for that location during the preceding twelve months or five hundred dollars (\$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.

RESIDENTIAL SERVICE LOCATION DEPOSIT WAIVER

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

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 five hundred dollars (\$500) or a commercial service location exceeds one thousand dollars (\$1,000), 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.

A. Residential service location 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.

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

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. 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.

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 statute 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 _____ Printed Name _____

Address: _____

City/State/Zip: _____ Phone# _____

Social Security# _____ Date: _____



REQUEST TO DISCONNECT SERVICES

Account Holder Name _____

Account# _____

Service Address _____

Mailing Address _____

Social Security # or FIN # _____

Home Phone# _____ Cell Phone# _____

Co-Account Holder Name _____

Social Security # or FIN # _____

Home Phone _____ Cell Phone# _____

Date you desire to have services disconnected _____

I (account holder and/or co-account holder) hereby request the Town of Front Royal to disconnect all 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 the Town of Front Royal must obtain meter readings before a final bill can be issued. Failure to pay any amount due to the Town of Front Royal may result in the Town of Front Royal taking all lawful action to collect all debts owed which have become overdue.

Signature (Account Holder)

Signature (Co-Account Holder)

Date

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: _____

10



Town of Front Royal, Virginia Council Agenda Statement

Page 1
Item No. 10

Meeting Date: September 9, 2019

Agenda Item: COUNCIL APPROVAL – Write Off for Bad Debt for 3rd Quarter of 2019

Summary: Council is requested to approve the removal of five (5) years or older of outstanding accounts receivable (bad debt) on the Town's ledger for the third quarter of 2019 totaling \$15,915.71, which is comprised of 46 utility accounts. All possible recourse of attempting to collect these amounts has been completed and the accounts have no activity for at least five (5) years. The amount of \$15,915.71 represents approximately 0.05% of the budgeted sales.

Budget/Funding: No funding required. Journal entry will be done effecting balance sheet only.

Attachments: List of Debt

Meetings: Work Session held September 3, 2019

Staff

Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council approve the removal of five (5) years or older of outstanding accounts receivable (bad debt) on the Town's ledger for the third quarter of 2019 totaling \$15,915.71, 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

Utility Account Bad Debt

Balance	Service Address	Status	Final Bill Due Date
636.40	142 W STRASBURG RD	F	7/24/2014
111.86	335 W DUCK ST	F	7/22/2014
32.22	1341 EDMONT AVE	F	9/12/2014
420.44	126 W 12TH ST	F	8/27/2014
76.55	323-B W 11TH ST	F	6/6/2014
60.37	708 W 11TH ST #3	F	7/31/2014
118.54	616-B W 11TH ST	F	7/7/2014
157.58	614-A W 11TH ST	F	8/21/2014
210.83	365 W 9TH ST	F	6/13/2014
132.90	514 N ROYAL AVE	F	7/25/2014
163.69	502 VIRGINIA AVE #10	F	9/5/2014
49.38	204 VIRGINIA AVE #110	F	7/30/2014
191.50	122 VIRGINIA AVE #3	F	6/6/2014
865.82	107 WATER ST	F	7/14/2014
70.31	124-B E 4TH ST	F	9/5/2014
38.03	613 N ROYAL AVE #6	F	7/7/2014
64.75	113 E MAIN ST #7	F	7/11/2014
55.71	529 E MAIN ST #10	F	7/18/2014
128.04	19 S ROYAL AVE #2	F	9/12/2014
471.23	142 ELSIA DR	F	7/7/2014
147.24	413-D SOUTH ST	F	6/20/2014
707.39	512 GRAND AVE	F	7/23/2014
575.79	339 SKYLINE PL	F	7/11/2014
1589.07	122 S SHENANDOAH AVE #1	F	7/7/2014
1416.86	416 DUNCAN AVE	F	9/22/2014
428.84	LURAY AVE	F	6/20/2014
491.31	420 LURAY AVE	F	9/12/2014
93.31	415 E CRISER RD #303	F	8/27/2014
113.72	411 E CRISER RD #202	F	9/12/2014
567.22	739 BASS AVE	F	9/26/2014
810.30	623 RANDOLPH AVE	F	8/27/2014
87.46	892 CANNON ST	F	9/28/2014
267.13	1070 STUART DR	F	7/7/2014
47.63	120-A S ROYAL AVE	F	7/18/2014
49.82	120-D S ROYAL AVE	F	6/6/2014
39.28	116-C S ROYAL AVE	F	9/12/2014
102.64	237 CHURCH ST	F	7/7/2014
643.42	341 CLOUD ST #3	F	8/30/2014
431.70	821 E STONEWALL DR	F	9/19/2014
42.83	1443 JOHN MARSHALL HWY #4	F	7/22/2014
256.66	17 WALKER AVE	F	7/31/2014
604.83	72 LAKE AVE	F	7/24/2014
983.12	1426 CANTERBURY RD	F	7/24/2014
570.90	1406 JOHN MARSHALL HWY	F	9/12/2014
496.91	507 ROSS AVE	F	8/31/2014
238.56	731 HAMILTON AVE	F	8/28/2014
55.62	315 RANDOLPH AVE	F	6/6/2014

15915.71

WORK

SESSION

1



Work Session Agenda Form

Item # 1

DATE: September 9, 2019

AGENDA ITEM: Request for Water/Sewer at 3853 Guard Hill Road from Chris Ramsey

SUMMARY: The Town has received a request from Chris S. Ramsey representing Ramsey, Inc. for water and sewer to facilitate the construction of approximately 150 rental apartments to be located at 3853 Guard Hill Road. In addition, taps will be needed for fire suppression and ancillary uses. If approved, construction is to begin in late spring of 2020. Town Code contains policies and procedures for the extension of water and sewer service to Warren County (Chapter 134-1.C.) Guard Hill Road is one of six areas considered as an exception. (Chapter 134-1.D.)

Note: Council discussed a Boundary Adjustment request from Mr. Ramsey on August 1, 2016. Warren County declined this request on September 20, 2016.

Letter from Mr. Ramsey, County Resolution and copy of Town Code are attached.

BUDGET/FUNDING: None

STAFF RECOMMENDATION: Council takes desired action

Work Session



Ramsey Inc.

CHRIS RAMSEY

508 Commerce Avenue
Front Royal, Virginia 22630

Phone (540) 635-5637
Fax (540) 635-8392

August 23, 2019

Joseph E. Waltz
Town Manager
Town of Front Royal, Virginia 22630
540-635-8007
jwaltz@frontroyalva.com



RE: Water and Sewer Access

Dear Mr Waltz

Please accept this letter as my formal request for access to existing water and sewer lines contained within the Town of Front Royal Water and Sewer Systems. The purpose of access is to facilitate the construction of approximately 150 fair market value rental apartments, to be located at **3853 Guard Hill Road, Front Royal, Virginia..**

In addition to residential consumption, taps will be needed for fire suppression as well as ancillary uses. My proposed commencement of construction is predicated on the timeframe in which proper permits can be obtained through the Town of Front Royal and Warren County. My goal is to begin construction in the late Spring of 2020.

Respectfully Submitted

Chris L Ramsey
Owner

EXCERPT FROM TOWN CODE

C. EXTENSION POLICY BEYOND TOWN LIMITS: To better serve the social and economic needs and the common good of Front Royal and Warren County, the Town Council of Front Royal has formulated these policies and procedures for the extension of water and sewer service to Warren County.

The Town has evaluated our resources and anticipated growth within the Town to determine the anticipated excess volume available for extension into Warren County for residential, commercial, or industrial use. This volume will be determined annually based upon conditions within the Town and County. Excess volume shall be defined as the current and projected volume required by the Town subtracted from the current permitted plant capacities.

1. The contact person for the Town is the Town Manager. Any request for water and/or sewer services must be made in writing to the Town accompanied by a joint request from the property owner and the County for the property to be boundary adjusted into the Town's corporate limits or justification to simply provide utility extension. Such request must be made prior to a rezoning or any other action by the County.
2. The Town Council will decide on a case-by-case basis whether to provide water and sewer to the proposed property(ies) as well as whether a boundary adjustment is appropriate.
3. Following a boundary adjustment, the Town will consider the appropriate zoning classification of the property to be boundary adjusted and will complete a rezoning of the property to the classification deemed appropriate through the standard zoning process. Boundary adjusted property(ies) shall be considered as part of the water volume allocated by the Town to the County.
4. In any case of rezoning by the Town, the Town Council will consider proffers deemed necessary to mitigate the impact of the development on County services, as well as what proffers are necessary for the Town. These decisions shall be made before the Town's rezoning of the property(ies) is completed.
5. The Town may elect to provide water and/or sewer services without a boundary adjustment where the Town Council determines it would not be feasible or appropriate to provide other Town services to the property.
6. Extension of utility service shall require development, submittal, and review of site development plans demonstrating the proposed utility locations, proposed usage, appropriate modeling demonstrating no impact to existing users, and construction standard complying with Town standards.
7. Design and construction standards for all utility extensions shall comply with the current standards and specifications adopted by the Town.
8. The Town presently has no intention of extending water and sewer lines into the

unincorporated portion of the County at the Town's expense.

9. The Town presently has no desire to sell water for resale through a master meter to third parties.

10. Given the Town's Inflow and Infiltration (I&I) issues associated with the sanitary sewer system, the Town has no desire to accept outside water sources into the Town's sewer system. Future considerations to outside water sources will be evaluated as the I&I issues are addressed.

11. This Policy can be reviewed and updated by Town Council as necessary, but at a minimum annually.

(Added (C) 6-25-12-Effective Upon Passage)

D. EXTENSION MORATORIUM AREAS: Recognizing demonstrated service issues in providing utility service to certain areas within Warren County, a moratorium of utility connections and extensions to all undeveloped properties or lots not served by Town utilities as of the date of adoption of this Code Section is established that shall require sufficient studies and modeling prior to the Town's consideration of additional connections or extensions with the exception of:

1. Property zoned commercial or industrial that is currently located within the Rt. 522 Corridor as defined in that "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 Funding and Responsibility by the County of Fire/Rescue, Parks/Recreation Operations, and Animal Control Services" dated August 9, 1999 entered into between the Town of Front Royal, Virginia, and County of Warren, Virginia as both sides of U.S. Routes 522/340 North of the Town of Front Royal, extending to Crooked Run on the West, the Norfolk Southern Railroad tracks on the East, and Fairground Road (SR 661) to the North ;

(Amended (1) 12-10-12-Effective Upon Passage)

2. Blue Ridge Shadows Subdivision;
3. McKay Property jointly owned by the Town and County;
4. Henselstone Subdivision
5. Guard Hill Road (within existing water service area)
6. Harmony Hollow Road



COUNTY OF WARREN

County Administrator's Office
Warren County Government Center
220 North Commerce Avenue, Suite 100
Front Royal, Virginia 22630
Phone: (540) 636-4600
FAX: (540) 636-6066
Email: dstanley@warrencountyva.net

Douglas P. Stanley
County Administrator

BOARD OF SUPERVISORS

CHAIR
Linda P. Glavis
South River
District

VICE-CHAIR
Archie A. Fox
Fork
District

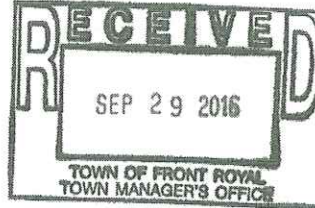
Tony F. Carter
Happy Creek
District

Daniel J. Murray, Jr.
North River
District

Thomas H. Sayre
Shenandoah
District

September 22, 2016

Mr. Chris Ramsey
Ramsey, Inc.
508 Commerce Avenue
Front Royal, Virginia 22630



Dear Chris:

The Warren County Board of Supervisors, at its regular meeting of September 20, 2016, considered your request for a boundary adjustment for property located on Guard Hill Road. The Board of Supervisors adopted the enclosed resolution to decline to consent to the boundary adjustment of property identified on Tax Map 20 as a portion of Lot 26.

Should you have questions, please do not hesitate to contact me.

Sincerely,

Douglas P. Stanley
County Administrator

Enclosure

JCS

cc: Steve Burke, Front Royal Town Manager

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

RESOLUTION



of the Board of Supervisors of Warren County

PROPOSED BOUNDARY ADJUSTMENT BETWEEN THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN

WHEREAS, Chris Ramsey representing Ramsey, Inc. has requested that the Town of Front Royal and the County of Warren consider the adjustment of the property identified on tax map 20, as a portion of parcel 26 and consisting of 20.2206 acres into the limits of the Town of Front Royal;

WHEREAS, Mr. Ramsey has indicated that the boundary adjustment is necessary to facilitate the development of ten multi-family targeted senior housing buildings containing ten housing units per building for a total of 100 housing units or a density of 5 units per acre;

WHEREAS, the Board of Supervisors has discussed this request on a number of occasions and has referred the request to the Warren County Planning Department and the Town of Front Royal for review and comment;

WHEREAS, the review of the application has identified concerns with the condition of Route 637 (Guard Hill Road), traffic concerns at the intersection of Route 637 (Guard Hill Road) and Route 340/522 (Winchester Road), the topography of the site, and the visual impact of the site on the northern entrance to the Town of Front Royal;

WHEREAS, the Future Land Use Map of the Warren County Comprehensive Plan specifically identifies this area to be used for agricultural uses and not higher density residential development;

WHEREAS, with the recent boundary adjustment of the Front Royal Limited Partnership (FRLP) property into the Town of Front Royal in February 2015 consisting of 604.76 acres in 2015 that would allow for the construction of an estimated 1,200+ housing units;

WHEREAS, based on the historical growth of the Town of Front Royal from 2005-2015 of 25 new housing units per year, the FRLP property will provide land to address residential growth needs for the next 25-50 years;

NOW, THEREFORE, BE IT RESOLVED that it is the determination of the Warren County Board of Supervisors that the requested boundary adjustment is not needed at this time and is in conflict with the adopted Warren County Comprehensive Plan and the existing development along this portion of Route 637 (Guard Hill Road), and would significantly impact the functional capacity of Route 637 (Guard Hill Road) if developed as outlined; and

BE IT FINALLY RESOLVED that the Warren County Board of Supervisors hereby declines to consent to the boundary adjustment of the property identified on tax map 20, as a portion of parcel 26 and consisting of 20.2206 acres into the limits of the Town of Front Royal.

Adopted: September 20, 2016

Linda P. Glavis
Chair, Board of Supervisors
County of Warren, Virginia

Attest:

Douglas P. Stanley
Clerk, Board of Supervisors
County of Warren, Virginia

8/1/16 RAMSEY WS minutes

Ramsey Boundary Adjustment – *Town Manager*

Summary: At the July 21st Liaison Meeting, Warren County requested that the Town confirm all issues and concerns regarding the request to boundary adjust 55.88 acres of property located on Guard Hill Road into the Town limits. The submitted concept plan includes ten multi-family dwellings in an age-restricted development. Council is requested to identify issues that would need to be addressed prior to consideration this request.

Staff Evaluation: Development concerns include: 1) Road Maintenance of and necessary improvements to Guard Hill Road; 2) Additional traffic on Guard Hill Road and intersection with Rt 340/522; 3) Additional development of proposed property; 4) Additional properties to be included in the boundary adjustment request

Council Discussion:

Council discussed that the County of Warren made it clear that they would not do any boundary adjustments on this. Councilman Hrbek asked why the applicant would like to be in Town. Mr. Ramsey noted that water, sewer and other Town services was preferred. He stated that he would not put wells and septic on that site.

Councilman Tewalt asked about the proffers for the community. Mayor Darr noted that there may be some for fire and rescue, etc., but not for school, for example because it was an over 55 community. Councilman Hrbek stated that he would be in favor of the project at this point. Mayor Darr noted that conceptually he was in favor of the project as this point, though he would be like to have Town Staff evaluate the matter in full.

Councilman Egger stated that she had concerns about who would pay for the traffic light at Guard Hill Road. She also questioned the legality of a community limiting access to homes by someone's age and she expressed concern with the entrance – one way in and out.

Councilman Connolly stated that he previously was in favor of the project and he is at this point as well, even though the Town has not specifically dove into the project. He noted that if the County is not willing to consider the project than there is no need to move forward and expend Staff resources.

Councilman Hrbek stated that the Town will dive into the matter if conceptually the County is willing to take the matter serious and discuss the matter in full.

2



Work Session Agenda Form

DATE: September 9, 2019

Item # 2

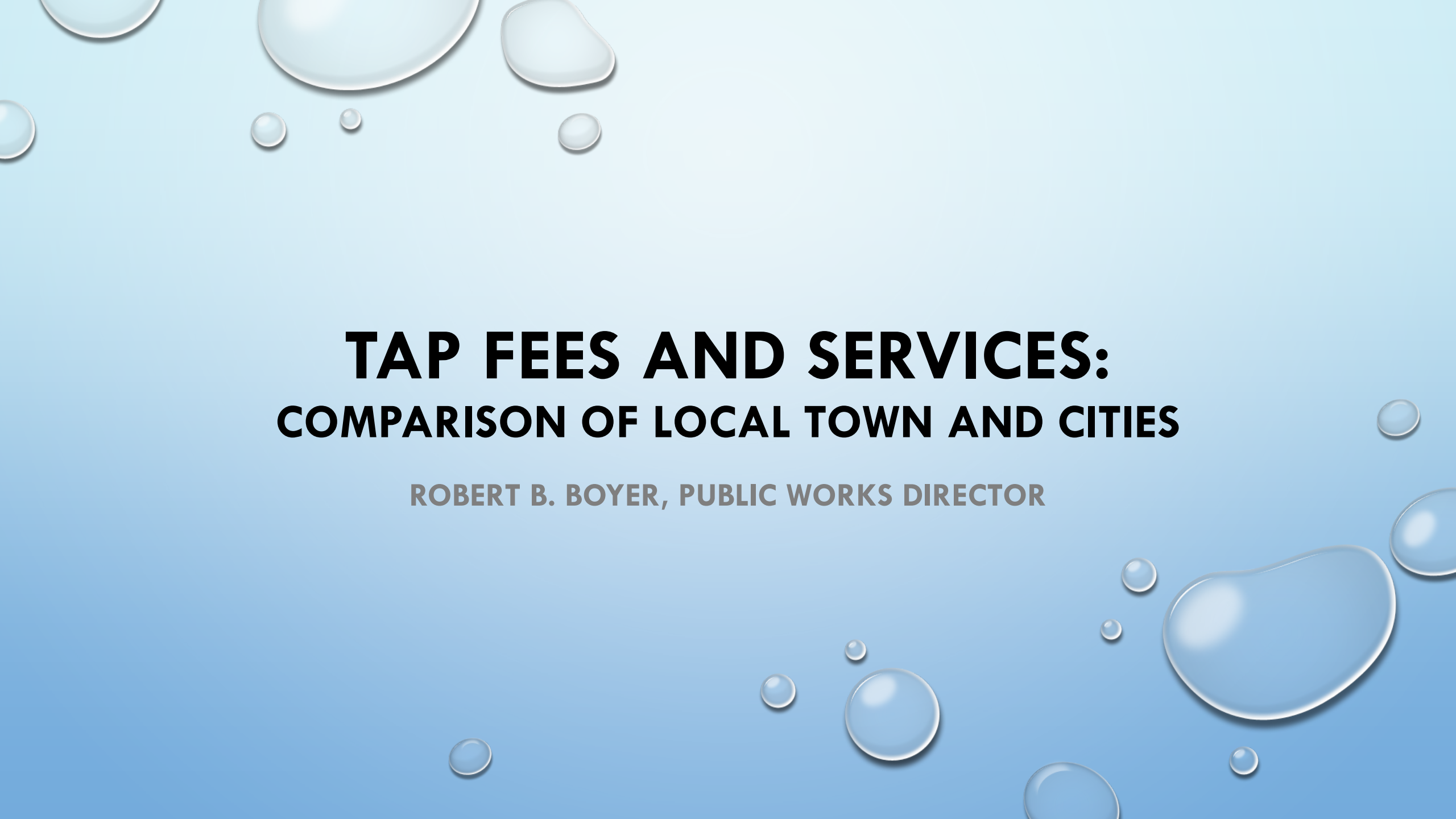
AGENDA ITEM: Tap Fees & Services Presentation

SUMMARY: The Public Works Director will be presenting a power point presentation on the Town's current tap fee cost and policies associated with it. This presentation will also compare what other local Town's and Cities are providing for services and associated cost.

BUDGET/FUNDING: 9602 -Water Line Maintenance

STAFF RECOMMENDATION: Staff will be present to answer any questions or concerns.

Work Session



TAP FEES AND SERVICES: COMPARISON OF LOCAL TOWN AND CITIES

ROBERT B. BOYER, PUBLIC WORKS DIRECTOR

TOWN OF FRONT ROYAL SERVICES AND FEES

- BUILDER/CONTRACTOR REQUIRED TO INSTALL WATER AND SEWER TAPS AND SERVICE LINES FROM THE MAIN LINE TO THE HOUSE OR BUSINESS
- FEES ARE BASED OFF THE WATER TAP SIZE
- TOWN INSPECTS WORK AND SETS METER ONCE TAPS ARE COMPLETED

RESIDENTIAL

- PAYS TAP FEES PLUS WATER FEE OF \$496 AND SEWER FEE OF \$482-IN-TOWN
 - OUT OF TOWN FEES-\$992 WATER AND \$964 SEWER
- PRIMARILY A ¾" TAP AND **TOTAL CONNECTION FEE** IS \$15,068-IN TOWN
 - \$30,136-OUT OF TOWN TOTAL
- METER IS PROVIDED BY THE TOWN FOR RESIDENTIAL SERVICE CONNECTIONS

COMMERCIAL AND INDUSTRIAL

- INDUSTRIAL AND COMMERCIAL USERS MUST PURCHASE THEIR OWN METER TO MEET TOWN CONSTRUCTION STANDARDS-NEPTUNE R900I E CODER
- HOTELS, MOTELS, LODGING FACILITIES, NURSING CARE FACILITIES-PAYS TAP FEES PER THE SIZE OF WATER CONNECTION FEE PLUS EACH WATER CLOSET-\$762 PER WATER CLOSET (WATER & SEWER)
- APARTMENTS, CONDOMINIUMS, TRAILERS-PAY \$2,304 FOR SEWER FOR EACH UNIT AFTER THE FIRST UNIT

TOWN OF FRONT ROYAL SERVICES AND FEES

IN TOWN RATES-

WATER

SEWER

OUT OF TOWN RATES-WATER

SEWER

3/4"

\$4,340

\$9,750

3/4"

\$8,680

\$19,500

1"

\$8,816

\$21,938

1"

\$17,632

\$43,876

1.5"

\$20,100

\$50,700

1.5"

\$40,200

\$101,400

2"

\$31,154

\$79,950

2"

\$62,308

\$159,900

3"

\$60,634

\$157,950

3"

\$121,268

\$315,900

4"

\$93,798

\$245,700

4"

\$187,596

\$491,400

6"

\$185,922

\$489,450

6"

\$371,844

\$978,900

8"

\$296,469

\$781,950

8"

\$592,938

\$1,563,900

10"

\$425,442

\$1,123,200

10"

\$850,884

\$2,246,400

12"

\$554,415

\$1,464,450

12"

\$1,108,830

\$2,928,900

TOWN OF CULPEPER SERVICES AND FEES

- DEVELOPER OR PRIVATE PROPERTY OWNER IS RESPONSIBLE FOR CONNECTING TO THE EXISTING WATER AND SEWER MAIN
- ONCE TAP FEES HAVE BEEN PAID, THE TOWN WILL SET METER
- DEVELOPER OR PRIVATE PROPERTY OWNER DOES HAVE THE OPTION TO PAY THE TOWN TO PERFORM THE INSTALLATION OF WATER AND SEWER LATERALS AND TOWN WILL CHARGE FOR LABOR, EQUIPMENT AND MATERIALS

TOWN OF CULPEPER SERVICES AND FEES

TAP FEES	WATER	SEWER
5/8"	\$6,500	\$10,000
1"	\$9,900	\$12,500
1.5"	\$15,000	\$20,250
2"	\$30,000	\$40,500
3"	\$45,000	\$60,750
4"	\$60,000	\$81,000

***ABOVE 4INCH IS THE 4" PRICE PLUS
\$2,000 PER 10,000 MAXIMUM
ALLOWABLE GALLONS (WATER) AND
\$2,700 PER 10,000 MAXIMUM
ALLOWABLE GALLONS (SEWER)**

FREDERICK WATER SERVICES AND FEES

- FREDERICK WATER PROVIDES AND INSTALLS 5/8"-2" METERS-INSTALLS TAPS BUT CHARGES BUILDER FEES FOR LABOR, EQUIPMENT AND MATERIALS TO INSTALL
- PROVIDES AND INSTALLS SERVICE LINE AND METER BOX ASSEMBLY TO EDGE OF RIGHT OF WAY
- CONTRACTOR IS TO INSTALL 6" OR LARGER

FREDERICK WATER SERVICES AND FEES

TAP FEES	WATER	SEWER
5/8"	\$14,115	\$3,076
3/4"	\$17,644	\$3,845
1"	\$28,230	\$6,153
1.5"	\$49,402	\$10,757
2"	\$79,044	\$17,228
3"	\$141,149	\$30,764
4"	\$169,379	\$36,916
6"	\$705,746	\$153,818
8"	\$1,129,193	\$246,108
10"	\$1,482,066	\$323,017
12"	\$2,117,237	\$461,453

TOWN OF STRASBURG SERVICES AND FEES

- TOWN INSTALLS TAPS BUT CHARGES BUILDER FEES FOR LABOR, EQUIPMENT AND MATERIALS TO INSTALL
 - TYPICALLY COST RUNS \$2,000-\$5,000 (ADDED TO TAP FEES)
- TOWN OF STRASBURG DOES NOT PROVIDE METERS –COST IS \$300 (COST IS ADDED TO TAP FEES)

COMMERCIAL/INDUSTRIAL

- HOTEL/MOTELS- PAYS TAP FEES PER THE SIZE OF WATER CONNECTION FEE PLUS EACH GUEST ROOM- \$300 (WATER) \$500 (SEWER) (\$800 WATER & SEWER)
- NURSING/CONVALESCENT HOMES- PAYS TAP FEES PER THE SIZE OF WATER CONNECTION FEE PLUS EACH PATIENT ROOM-\$350 (WATER) \$700 (SEWER) (\$1,050 WATER & SEWER)
- HOSPITALS- PAYS TAP FEES PER THE SIZE OF WATER CONNECTION FEE PLUS EACH PATIENT ROOM- \$800 (WATER) \$2,000 (SEWER) (\$2,800 WATER & SEWER)

TOWN OF STRASBURG SERVICES AND FEES

IN TOWN RATES-

	WATER	SEWER
3/4"	\$6,500	\$6,500
1"	\$9,200	\$10,399
1.5"	\$12,000	\$13,599
2"	\$14,400	\$20,799
3"	\$20,800	\$32,798
4"	\$27,200	\$51,997
6"	\$44,800	\$91,996
8"	\$68,800	\$143,993
10"	\$148,001	\$279,986

OUT OF TOWN RATES

	WATER	SEWER
3/4"	\$9,750	\$9,750
1"	\$13,800	\$15,599
1.5"	\$18,000	\$20,399
2"	\$21,600	\$31,199
3"	\$31,200	\$49,179
4"	\$40,800	\$77,996
6"	\$67,200	\$137,994
8"	\$103,201	\$215,990
10"	\$222,001	\$419,979

TOWN OF WOODSTOCK SERVICES AND FEES

- **SINGLE FAMILY**-TOWN INSTALLS TAPS BUT CHARGES LABOR, EQUIPMENT AND MATERIALS TO INSTALL
- **DEVELOPMENTS**- BUILDER/CONTRACTOR REQUIRED TO INSTALL WATER AND SEWER TAPS AND SERVICE LINES FROM THE MAIN LINE TO THE HOUSE OR BUSINESS

COMMERCIAL/INDUSTRIAL

- **HOTEL/MOTELS/HOSPITALS/NURSING HOMES**- PAYS TAP FEES PER THE SIZE OF WATER CONNECTION FEE PLUS EACH UNIT-\$750 (WATER) \$1,500 (SEWER) (\$2,250 WATER & SEWER PER UNIT) PLUS COST OF INSTALLATION
- **RESTAURANTS**- PAYS TAP FEES PER THE SIZE OF WATER CONNECTION FEE PLUS FEE PER SEATING-\$100 (WATER) \$150 (SEWER) (\$350 WATER & SEWER PER SEATING) PLUS COST OF INSTALLATION
- **LAUNDROMATS**-PAYS TAP FEES PER THE SIZE OF WATER CONNECTION FEE PLUS PER MACHINE-\$1,000 (WATER) \$2,000 (SEWER) (\$3,000 WATER & SEWER PER MACHINE) PLUS COST OF INSTALLATION
- **CARWASH**- PAYS TAP FEES PER THE SIZE OF WATER CONNECTION FEE PLUS EACH BAY-\$1,500 (WATER) \$3,500 (SEWER) (\$5,000 WATER & SEWER PER BAY) PLUS COST OF INSTALLATION

TOWN OF WOODSTOCK SERVICES AND FEES

TAP FEES	WATER	SEWER
3/4"	\$3,300	\$4,600
1"	\$4,800	\$6,800
1.5"	\$6,300	\$8,900
2"	\$8,700	\$12,300
3"	\$11,900	\$16,900
4"	\$14,700	\$20,900
6"	\$17,500	\$24,900
8"	\$20,400	\$28,800



CITY OF WINCHESTER SERVICES AND FEES

- BUILDER/CONTRACTOR REQUIRED TO INSTALL WATER AND SEWER TAPS AND SERVICE LINES FROM THE MAIN LINE TO THE HOUSE OR BUSINESS
- BUILDER IS RESPONSIBLE FOR PROVIDING THE METER



CITY OF WINCHESTER SERVICES AND FEES

TAP FEES	WATER	SEWER
3/4"	\$5,300	\$7,200
1"	\$8,800	\$12,000
1.5"	\$17,650	\$24,000
2"	\$28,250	\$38,400
3"	\$53,000	\$72,000
4"	\$88,300	\$120,000
6"	\$176,650	\$240,000

CITY OF HARRISONBURG SERVICES AND FEES

- DEVELOPER/BUILDER OR PRIVATE PROPERTY OWNER PAYS FOR THE WATER METER IN ADDITION TO TAP FEES
- CITY OF HARRISONBURG INSTALLS WATER AND SEWER TAPS AND SERVICE LINES FROM THE MAIN LINE TO THE HOUSE OR BUSINESS AND CHARGES THE CUSTOMER LABOR, EQUIPMENT AND MATERIALS

CITY OF HARRISONBURG SERVICES AND FEES

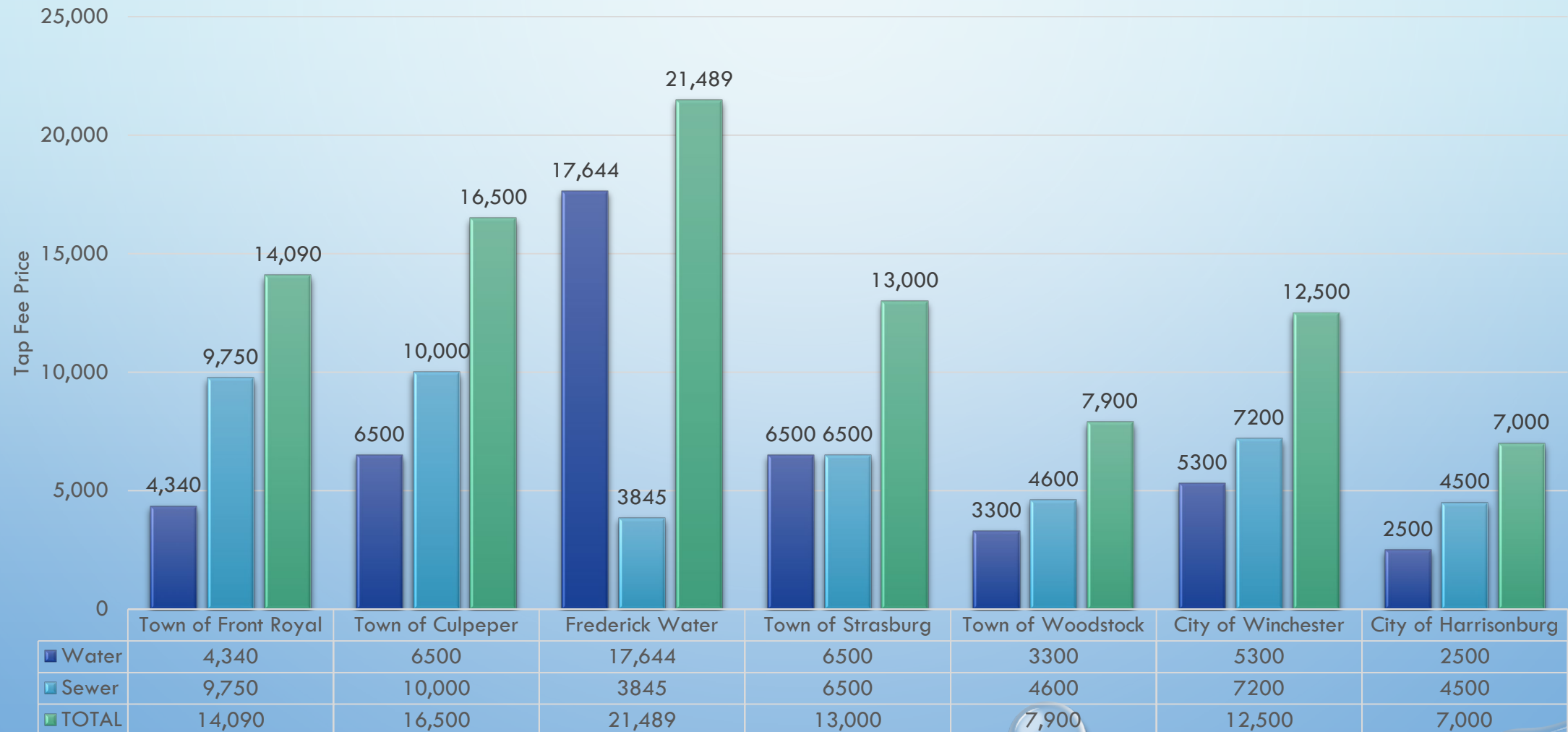
TAP FEES	WATER	SEWER
5/8"	\$2,500	\$4,500
3/4"	\$2,500	\$4,500
1"	\$6,000	\$9,000
1.5"	\$12,000	\$18,000
2"	\$20,000	\$30,000
3"	\$40,000	\$60,000
4"	\$60,000	\$90,000
6"	\$120,000	\$180,000
8"	\$180,000	\$270,000
10"	\$300,000	\$450,000
12"	\$360,000	\$540,000

WATER & SEWER TAP FEES TOTALS

Meter Size	Town of Front Royal	Town of Culpeper	Frederick Water	Town of Strasburg	Town of Woodstock	City of Winchester	City of Harrisonburg
3/4"	\$14,090	\$16,500	\$21,489	\$13,00	\$7,900	\$12,500	\$7,000
1"	\$30,754	\$22,400	\$34,383	\$19,599	\$11,600	\$20,800	\$15,000
1.5"	\$70,800	\$57,650	\$60,159	\$25,599	\$15,200	\$41,650	\$30,000
2"	\$111,104	\$70,500	\$96,272	\$35,199	\$21,000	\$66,650	\$50,000
3"	\$218,584	\$105,750	\$171,913	\$53,598	\$28,800	\$125,000	\$100,000
4"	\$339,498	\$141,000	\$206,295	\$79,197	\$35,600	\$208,300	\$150,000
6"	\$675,372		\$859,564	\$136,796	\$42,400	\$416,650	\$300,000
8"	\$1,078,419		\$1,375,301	\$212,793	\$49,200		\$450,000
10"	\$1,548,642		\$1,805,083	\$427,987			\$750,000
12"	\$2,018,865		\$2,578,690				\$900,000

RESIDENTIAL-3/4" TAPS COMPARISON

3/4" Water and Sewer Taps Comparison



The background is a light blue gradient. It features several large, faint, stylized question marks scattered across the surface. Additionally, there are numerous realistic-looking water droplets of various sizes, some with highlights and shadows, giving them a three-dimensional appearance. The droplets are concentrated more towards the top and bottom edges, with a few smaller ones in the center.

QUESTIONS?