



REGULAR TOWN COUNCIL MEETING

Monday, September 23, 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 September 9, 2019
5. Receipt of Petitions and/or Correspondence from the Public
6. Reports:
 - a. Report of special committees or Town officials and Town Manager
 - * **Star of the Month Award for August**
 - * **Town's Mobile App Presentation – Todd Jones, Director of IT**
 - * **Presentation on Water/Sewer Capacity – Robbie Boyer, Director of Public Works**
 - 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 - Liaison Committee Meeting Items
 - B. COUNCIL APPROVAL - FY20 DMV Speed and Alcohol Enforcement Grants
 - C. COUNCIL APPROVAL – Resolution for VDOT Revenue Sharing Projects
8. **COUNCIL APPROVAL** – FY20 Budget Amendment to Accept Funds for the CDBG Façade Improvement Program from Edward Greco at 109 E Main Street
9. **COUNCIL APPROVAL** – Bid for CDBG Façade Improvement Program for Building 3 - 109 E Main Street
10. **COUNCIL APPROVAL** – Advertise for Public Hearing on changes to Town Code Chapter 134 Connection fees

TOWN COUNCIL WORK SESSION immediately following regular council meeting

TOWN/STAFF RELATED ITEMS

1. Funding for Engineering Services on Redundant Waterlines – *Director of Finance*

COUNCIL/MAYOR RELATED ITEMS

- 2.. Future EDA Structure for the Town
- 3.. Open Discussion
4. CLOSED MEETING – EDA Lawsuit

7A



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

Page 1
Item No. 7A

Meeting Date: September 23, 2019

Agenda Item: COUNCIL APPROVAL – Liaison Committee Meeting Items

Summary: Council is requested to approve a list of Town items to be sent to the County of Warren to be added to the upcoming Town/County Liaison Committee Meeting scheduled for October 17, 2019, as presented.

Note: The County of Warren's Clerk assembles the Liaison agenda July - December. The Town's Clerk assembles the agenda January – June.

Budget/Funding: N/A

Attachments: List of Town Items for Town/County Liaison Committee Meeting that will be sent to the County of Warren for inclusion on the agenda.

Meetings: Work Session held September 16, 2019

Staff

Recommendation: Approval ✓ Denial

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

Proposed Motion: I move that Council approve a list of Town items to be sent to the County of Warren to be added to the upcoming Town/County Liaison Committee Meeting scheduled for October 17, 2019, 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

**LIST OF TOWN ITEMS TO BE PLACED ON THE LIAISON COMMITTEE MEETING OF
OCTOBER 17, 2019**

1. IT Federal Main Street Project
2. Route 522 Corridor Water Upgrade Project
3. Phase II and III Happy Creek Road Project Update
4. Property Maintenance Code/Blighted and Derelict Structures
5. Dissolution of the Economic Development Authority (EDA)
6. Citizen Committee to Evaluate the Town/County EDA

7B



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

Page 1
Item No. 7(B)

Meeting Date: September 23, 2019

Agenda Item: COUNCIL APPROVAL – FY20 DMV Speed and Alcohol Enforcement Grants

Summary: Council is requested to approve the acceptance of the FY20 Division of Motor Vehicle (DMV) Speed and Alcohol Enforcement Grants in the amounts of \$10,000 and \$5,000 respectfully, to be used in the continued effort to drive down alcohol and speed related fatalities and serious injuries. The grants involve a 50% matching local contribution.

Budget/Funding: 1000-3310010 - General Fund Revenue - Grant Proceeds
3102-41002 - Patrol Overtime

Attachments: Memo from Captain of Police Department. Letter from DMV and Grant Documents

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 acceptance of the FY20 Division of Motor Vehicle (DMV) Speed and Alcohol Enforcement Grants in the amounts of \$10,000 and \$5,000 respectively, with a 50% matching local contribution, to be used in the continued effort to drive down alcohol and speed related fatalities and serious injuries. I further move that Council authorize the Town Manager to execute all documents related to acceptance of the grants.

*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: 



TOWN OF FRONT ROYAL

POLICE DEPARTMENT
900 MONROE AVENUE
FRONT ROYAL, VIRGINIA 22630

K.L. Magalis
Chief of Police
(540) 635-2111
(540) 635-6160 (Fax)

Date: August 29, 2019
To: Tina Presley; Executive Assistant
From: Capt. J. Ryman
Subject: Annual DMV Grant Approval

The attached packets are the FY20 DMV Speed and Alcohol Enforcement matching grants. The department heavily uses these grants in our continued effort to drive down alcohol and speed related fatalities and serious injuries. The grants involve a 50% matching local contribution that most often involves in-kind expenditures such as fuel and maintenance costs. Could you have these placed on the Council agenda for approval?

Alcohol Grant:	Federal Share:	\$10,000.00	
	Local Match:	\$5,000.00	(in kind resources)

Total Enforcement Funding: **\$15,000.00**

Speed Grant:	Federal Share:	\$5,000.00	
	Local Match:	\$2,500.00	(in kind resources)

Total Enforcement Funding: **\$7,500.00**

Grand total for combined enforcement funding: **\$22,500.00**

On the cover page of each grant (2 full copies of each), Joe would need to sign along with his title and date. Once approved and signed, they would come back to me for final processing and to be sent to Richmond for final approval and signatures.

Thank you!



COMMONWEALTH of VIRGINIA

Department of Motor Vehicles

2300 West Broad Street

Richard D. Holcomb
Commissioner

Post Office Box 27412
Richmond, VA 23269-0001

August 15, 2019

Mr. Steve Mauck
Master Police Officer
Front Royal Town
23 E. Jackson Street
Front Royal, VA 22630

Dear Mr. Mauck:

Safety has been and will continue to be a high priority in Virginia's overall transportation system. The Northham administration is committed to ensuring that safety is the highest priority in the development of the Commonwealth's multi-modal transportation system.

I am pleased to inform you that the highway safety project proposal(s) listed below has been approved for pass-through grant funding from the National Highway Traffic Safety Administration for Federal Fiscal Year (FFY) 2020.

<u>Project Number</u>	<u>Project Title</u>	<u>Amount Approved</u>
154AL-2020-50094-20094	Selective Enforcement - Alcohol	\$10,000.00
FSC-2020-50093-20093	Selective Enforcement - Speed	\$5,000.00

The availability of funds under this grant is contingent upon two conditions: (1) the project director and the fiscal contact responsible for the financial management of your grant must attend a grantee workshop and (2) the release of federal funds to the Commonwealth. Your assigned grant monitor will be contacting you to provide the dates and locations for this mandatory training.

You will receive the project agreement(s), scope of work, special conditions, and a project budget during the training session. As the recipient of a FFY 2020 grant award, it is important that you read and follow the information carefully. If you have any questions regarding the conditions, please contact the grant monitor assigned to your grant.

Thank you for your commitment and participation in improving highway safety. We look forward to the positive impact that your project will have on making our roadways safer.

Sincerely,

Richard D. Holcomb

RDH/sm
Grant Monitor: Doug Stader - Staunton Region



Highway Safety Plan

Core Outcome Performance Measures

Fatalities	Target is 950 by December 31, 2020
Serious Injuries	Target is 7,473 by December 31, 2020
Fatalities/VMT	Target is 1.08 by December 31, 2020
Unrestrained Passenger Vehicle Occupant Fatalities	Decrease unrestrained passenger vehicle occupant fatalities in all seating positions 6 percent from the 2017 calendar base year of 307 to 290 by December 31, 2020.
Alcohol Impaired Driving Fatalities	Decrease alcohol impaired driving fatalities 7 percent from the 2017 calendar base year of 246 to 230 by December 31, 2020.
Speed-Related Fatalities	Decrease speed-related fatalities 2 percent from the 2017 calendar base year of 219 to 215 by December 31, 2020.
Motorcyclist Fatalities	Decrease motorcyclist fatalities 8 percent from the 2017 calendar base year of 117 to 108 by December 31, 2020.
Unhelmeted Motorcyclist Fatalities	Decrease unhelmeted motorcyclist fatalities from the 2017 calendar base year of 1 to 0 by December 31, 2020.
Drivers Age 20 or Younger Involved in Fatal Crashes	Decrease drivers age 20 or younger involved in fatal crashes 2 percent from the 2017 calendar base year of 78 to 77 by December 31, 2020.
Pedestrian Fatalities	Reduce pedestrian fatalities 6 percent from the 2017 calendar base year of 111 to 104 by December 31, 2020.
Bicyclist Fatalities	Reduce bicyclist fatalities 17 percent from the 2017 calendar base year of 12 to 10 by December 31, 2020

Core Behavior Performance Measure

Observed Seat Belt Use Rate	Increase statewide observed seat belt use of front seat outboard occupants in passenger vehicles 3 percent from the 2018 calendar year base usage rate of 84.1 percent to 86.7 percent by year 2020.
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Other Performance Measures

Drugged Driver Fatalities	Reduce drugged driver fatalities 5 percent from the 2018 calendar base year of 197 to 187 by December 31, 2020
Distracted Driver Fatalities	Reduce distracted driver fatalities 7 percent from the 2018 calendar base year of 61 to 57 by December 31, 2020
Drowsy Driver Fatalities	Reduce drowsy driver fatalities 16 percent from the 2018 calendar base year of 19 to 16 by December 31, 2020

HIGHWAY SAFETY GRANT AGREEMENT

- Purpose:** Virginia's Highway Safety Program Subrecipients use this form to certify and assure that they will fully comply with all terms of the Highway Safety Grant Agreement.
- Instructions:** Subrecipients must read the contract, complete all applicable information on the first and last page, initial the subsequent pages, and return all pages to the Department of Motor Vehicles.

This Highway Safety Grant Agreement is entered into between the Virginia Department of Motor Vehicles (hereinafter "Department"), 2300 West Broad Street, Richmond, Virginia 23220, and the following:

Subrecipient: Front Royal Town	Federal Award Identification Number (FAIN): 69A37518300001
Project Title: Selective Enforcement - Alcohol	Project Number: 154AL-2020-50094-20094
CFDA Number: 20.607 CFDA Name: National Priority Safety Programs	Grant Award Amount: \$ 10,000.00 Federal Funds Obligated: \$ 10,000.00 Total Federal Funds Obligated: \$ 10,000.00
Period of Performance: From October 1, 2019, or the date the Highway Safety Grant Agreement is signed by the Director, Virginia Highway Safety Office (whichever is later) through September 30, 2020. Allow 21 days for the Department to complete its review and signature. FINAL VOUCHER IS DUE ON OR BEFORE NOVEMBER 5, 2020.	Source of funds obligated to this award: U.S. Department of Transportation National Highway Traffic Safety Administration (NHTSA) Date of Award Letter from NHTSA: September 30, 2019

In performing its responsibilities under this Highway Safety Grant Agreement, the Subrecipient certifies and assures that it will fully comply with the following:

- Applicable Department regulations and policies and State and Federal laws, regulations, and policies
- Statement of Work and Special Conditions and an Approved Budget, included with this Highway Safety Grant Agreement
- General Terms and Conditions, also included with this Highway Safety Grant Agreement

Subrecipient's signature below indicates that the Subrecipient has read, understands and agrees to fully comply with all terms and conditions of this Highway Safety Grant Agreement without alteration. This Highway Safety Grant Agreement (hereinafter "Grant Agreement"), consisting of this certification, the attached Statement of Work and Special Conditions, the attached General Terms and Conditions, the attached Project Budget, the Subrecipient's proposal and the letter awarding the grant to the Subrecipient constitutes the entire agreement between the Department and the Subrecipient, supersedes any prior oral or written agreement between the parties and may not be modified except by written agreement as provided herein. Where any conflict arises between terms, the following is the order of governance of one term over another: (1) applicable Department regulations and policies, except where superseded by Federal laws, regulations, or policies; (2) applicable State laws, regulations, and policies, except where superseded by Federal laws, regulations, or policies; (3) applicable Federal laws, regulations, and policies; (4) Statement of Work and Special Conditions; (5) General Terms and Conditions; (6) Project Budget; (7) Subrecipient's proposal; and (8) grant award letter.

Subrecipient certifies that this grant does not include research and development.

SIGNATURES OF AUTHORIZED APPROVING OFFICIALS

For Subrecipient:

JASON RYMAN - Captain
Name and Title of Project Director (print)

[Signature] 8/28/19
Signature Date

Subrecipient's DUNS Number 050390749

For Virginia Department of Motor Vehicles:

John Saunders
Director, Virginia Highway Safety Office (print)

Signature Date

Does your locality/legal entity expend \$750,000 or more annually in total federal funds? (check one) ☐ Yes ☒ No

Name and Title of Authorized Approving Official (print)

Signature Date



Department of Motor Vehicles

Grant Budget Lines

Date Run: 06-AUG-2019

154AL-2020 - 50094 - 20094 - Front Royal Town

PM: Doug Stader

Project Director Initials JSKDate 8-28-19

Category	Line Item Desc	Qty	Individual Cost	Total Cost	Fed Fund Amount	Matching Funds
Personnel	250 hours- Overtime @ 40./hr. DUI Saturation Patrols and Checkpoints	250	40.00	10,000.00	10,000.00	0.00
Matching Funds	Fuel and vehicle maintenance	1	5,000.00	5,000.00	0.00	5,000.00
			Total:	15,000.00	10,000.00	5,000.00

Subrecipient Name: FRONT ROYAL TOWN Project #: 154AL-2020-50094-20094

STATEMENT OF WORK AND SPECIAL CONDITIONS

1. Goals and Specific Program Elements. The goals and specific program elements of the subrecipient's proposal are incorporated as the first item in this Statement of Work and Special Conditions.

a. List Specific Program Elements:

For October 1, 2019 through December 31, 2019

Estimated 83 number of overtime hours to be used

Estimated 1 number of checkpoints

Estimated 6 number of saturation/individual patrols

For January 1, 2020 through March 31, 2020

Estimated 42 number of overtime hours to be used

Estimated 0 number of checkpoints

Estimated 6 number of saturation/individual patrols

For April 1, 2020 through June 30, 2020

Estimated 42 number of overtime hours to be used

Estimated 0 number of checkpoints

Estimated 6 number of saturation/individual patrols

For July 1, 2020 through September 30, 2020

Estimated 83 number of overtime hours to be used

Estimated 1 number of checkpoints

Estimated 6 number of saturation/individual patrols

- b. To conduct a minimum of 0 checkpoints and/or 2 saturation/individual patrols during the Click It or Ticket Mobilization period in May 2020.
- c. To conduct a minimum of 2 checkpoints and/or 4 saturation patrols for the mandatory Checkpoint Strike Force Campaign.
- d. To have 0 number of sworn officers attend 0 number DMV approved traffic safety-related training events (e.g. DUI Conference, Virginia Highway Safety Summit, Field Sobriety Testing).
- e. Increase from number of radar units in active use from 0 to 0. (If approved, all units must be ordered by December 31, 2019 and put in service by March 31, 2020).
- f. Increase from number of breath testing units in active use from 0 to 0. (If approved, all units must be ordered by December 31, 2019 and put in service by March 31, 2020).

Project Director

JAL
Initial

8/28/19
Date

Subrecipient Name: FRONT ROYAL TOWN Project #: 154AL-2020-50094-20094

2. The subrecipient must contribute to the overall State Highway Safety Plan goals:

a. ALCOHOL

STATEWIDE GOAL: Decrease alcohol impaired driving fatalities 7 percent from the 2017 calendar base year of 246 to 230 by December 31, 2020.

AGENCY GOAL:

CONTINUE TO MAINTAIN 0 ALCOHOL RELATED FATAL CRASHES IN FY 2020 ?

MAINTAIN 0 ALCOHOL RELATED SERIOUS INJURY CRASHES WHILE ASSISTING WARREN COUNTY TO REDUCE OVERALL FATAL & SERIOUS INJURY ALCOHOL RELATED CRASHES.

b. Must participate in Checkpoint Strike Force (CPSF)/Drive Sober or Get Pulled Over (DSOGPO) activities.

c. Subrecipient must submit Checkpoint Strike Force (CPSF)/Drive Sober or Get Pulled Over (DSOGPO) selective enforcement data electronically through TREDs (Traffic Records Electronic Data System).

d. BASED ON ALCOHOL-RELATED CRASH DATA (using crash data from VAHSO or other approved local crash information):

80% percent of alcohol selective enforcement activities are to be conducted

between the hours of 1800 - 0300 HOURS

with special emphasis on the following days of the week: THURSDAY → SUNDAY

The remaining 20% percent of selective enforcement hours may be scheduled during other DMV approved identified high-crash time periods.

e. Enforcement is to be conducted using data-identified problem locations.

f. Grant-funded equipment must be ordered by December 31, 2019 and put in service by March 31, 2020 and documentation maintained concerning use.

g. Subrecipient must submit a completed monitoring report (TSS 14-A) to their DMV Grant Monitor by specific assigned dates.

h. Subrecipient must attend all mandatory DMV grant-related trainings.

i. Zero tolerance (no warnings) for violators during grant-funded overtime.

Project Director

Initial

8.28-19

Date

HIGHWAY SAFETY GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

1. **Purpose and Background.** The Virginia Department of Motor Vehicles ("Department") is awarding this grant to support the implementation of highway safety projects by State, local, non-profit, and higher education partnerships. Funds are made available for projects that: (1) support statewide goals; (2) identify problems experienced by High Emphasis Communities, which are jurisdictions with the highest crash severity problem; (3) creatively incorporate alcohol awareness and occupant protection safety; (4) are innovative with potential statewide application or ability to transfer to other jurisdictions; and (5) have statewide significance and address the Federal program areas under 23 U.S.C. (United States Code), Chapter 4: Highway Safety and 23 U.S.C. 154 (Section 154).
2. **Paid Media.** Grants consisting of \$100,000 or more in paid media funds will be required to perform pre- and post-surveys during the Grant Period. The level of assessment is based on the cost of a paid advertising campaign as follows:
 - A. **Level 1, for a paid advertising campaign of up to \$100,000:**

At a minimum, an assessment must measure and document audience exposure to paid advertised messages and the number of airings or print ads devoted to each announcement. The size of the audience needs to be estimated using a source appropriate for the medium used, such as Arbitron or Nielsen ratings for radio and TV. More specifically, all paid advertising for which the State or Subrecipient used 154, 402 and 405 funds must include documentation stating how many paid airings or print ads occurred and the size of the audience reached. Include the number of free airings or print ads that occurred and the size of the audience reached.
 - B. **Level 2, for a paid advertising campaign **greater than** \$100,000:**

In addition to providing the above Level 1 documentation, a more extensive assessment is required to measure target audience reaction. One or more of the activities in the following list may be used to assess how the target audience's knowledge, attitude, or actions were affected by the message(s):

 1. Mail surveys;
 2. Telephone surveys;
 3. Focus groups;
 4. Mall intercept interviews;
 5. Direct mailings;
 6. Call-in centers;
 7. Newspaper polls;
 8. Household interviews;
 9. Before and after approach, which compares system status before and after the introduction of the message; and
 10. Control region approach, which relates one study site exposed to the message to a similar site that is not exposed to the message.
3. **Equipment.** Costs for equipment are allowable under specified conditions. Costs for new and replacement equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more must be pre-approved before Subrecipient purchases the equipment. Such approval shall be obtained by the Department from the National Highway Traffic Safety Administration (NHTSA) regional manager in writing, and Subrecipient will be notified by the Department when this approval has been secured. Federal government requirements mandate that the Department maintain an accurate accounting and inventory of all equipment purchased using Federal funds, and Subrecipient shall comply with applicable reporting requirements that may be specified in the Highway Safety Policy and Procedures Manual and amendments thereto.

Subrecipient must request advance, written approval from the Department and NHTSA to sell, transfer or dispose of any and all non-expendable equipment purchased in whole or in part with the use of Federal highway safety funds. Disposition of funds from the sale of equipment to another entity must be agreed upon by the Department and Subrecipient and approved by NHTSA and the

Project Director's Initials  Date 8/28/19

Department. In the event of a conflict between this section, 2 CFR (Code of Federal Regulations) Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Sections 200.313 and 200.439, 2 CFR Part 1300 (Uniform Procedures for State Highway Safety Grant Programs) Section 1300.31, and 2 CFR Part 1201 (Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) Section 1201.313, the provisions of the applicable CFR control, except where inconsistent with statute.

4. Reports and Deliverables. Quarterly Progress and Monitor Reports shall be provided to the Department by the dates indicated:

January 31, April 30, July 31, and November 5.

Each Progress and Monitor Report shall address Subrecipient's progress in fulfilling items listed in the Statement of Work and Special Conditions, including funded elements of Subrecipient's proposal. These reports should include the findings from the evaluation component of the proposal and should indicate the criteria and methods by which the progress of the initiative has been evaluated. The format for Progress and Monitor Reports will be provided to Subrecipient, but, at a minimum, will require an assessment of the program's plan with actual accomplishments during the past quarter, partnership involvement and satisfaction, expected follow-up, changes/problems with the plan and how they will be addressed, a financial summary of expenditures for the reporting period and planned accomplishments during the next quarter. The final Progress and Monitor Report shall include a comprehensive, detailed report of all grant activities conducted during the full grant performance period, including a final summary of expenditures.

Monitoring. The Department shall, throughout the Grant Period under this Grant Agreement and any extension of the program which is the subject of the Grant Agreement, monitor and evaluate the events, activities and tasks performed in connection with the program to include financial feasibility and progress of the grant and Subrecipient's continuing fiscal responsibility and compliance with applicable requirements and the terms and conditions of this Grant Agreement. Such monitoring and evaluation shall not in any manner relieve or waive any obligations of Subrecipient under this Grant Agreement or pursuant to applicable State and Federal law, regulations or rules. Any representation to the contrary by Subrecipient to any third party is strictly prohibited and may be grounds for the termination of this Grant Agreement by the Department.

5. Audit. A Subrecipient expending \$750,000 or more in Federal awards (single or multiple awards) in a year is required to obtain an annual audit in accordance with the Single Audit Act (Public Law 98-502) and subsequent amendments (refer to 2 CFR Part 200 and 2 CFR Part 1201), and the American Institute of Certified Public Accountants' (AICPA) Statement on Auditing Standards (SAS) 99, *Consideration of Fraud in a Financial Statement Audit*. The audit report must be submitted to DMV by **March 15**. Subrecipient is encouraged to submit their audit report to the Federal Audit Clearinghouse (FAC) at <http://harvester.census.gov/sac/>. Failure to meet the single audit requirements could result in your entity having to repay grant monies and/or losing access to future Federal funding.

The State auditor may conduct an audit or investigation of any entity receiving funds from the Department, either directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. Acceptance of funds directly or indirectly under the Grant Agreement constitutes acceptance of the authority of the State auditor to conduct an audit or investigation in connection with those funds. In the event an audit reveals unallowable expenditures, Subrecipient will be responsible for repayment to the Department of such unallowable expenditures.

6. Closeout. Subrecipient is required to submit final requests for reimbursements and final Progress Reports according to the schedule identified in this Grant Agreement. Requests for reimbursements submitted after **November 5** will be denied.

Project Director's Initials

 Date 3/28/19

Article 1. COMPLIANCE WITH LAWS

Subrecipient shall comply with all Federal, State, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Grant Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subrecipient shall furnish the Department with satisfactory proof of its compliance therewith.

Article 2. STANDARD ASSURANCES

Subrecipient hereby assures and certifies that it will comply with all applicable laws, regulations, policies, guidelines, and requirements, including 23 USC Chapter 4: Highway Safety; 2 CFR Part 200 and 2 CFR Part 1201; 23 CFR Part 1300; the Federal Highway Safety Grant Funding Guidance (Revised 2013); and the Guidelines for the Submission of Highway Safety Grant Applications, as they relate to the application, acceptance, and use of Federal or State funds for this project. Also, Subrecipient assures and certifies that:

- A. It possesses legal authority to apply for the grant and that a resolution, motion, or similar action has been duly adopted or passed as an official act of Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized approving official of Subrecipient to act in connection with the application and to provide such additional information as may be required.
- B. It will comply with the Federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- C. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- D. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- E. It will comply with the Virginia State and Local Government Conflict of Interests Act, Va. Code §§ 2.2-3100 et seq., which defines and prohibits inappropriate conflicts and requires disclosure of economic interests and is applicable to all State and local government officers and employees.
- F. It will give the Department the access to and the right to examine all records, books, papers, or documents related to the Grant Agreement.
- G. It will ensure that all public records prepared or owned by, or in the possession of, the applicant relative to this project shall be open to inspection and copying by any citizens of the Commonwealth during regular office hours in accordance with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., unless otherwise specifically provided by law.
- H. If applicable, it will comply with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., which require all meetings of public bodies to be open and every public body to give notice of its meetings and to record minutes at all open meetings.

Article 3. GRANT AWARD COMPENSATION

- A. The method of payment for the Grant Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Grant Agreement. The amount stated in the Project Budget will be deemed to be the amount of the award to Subrecipient.
- B. Reimbursement for travel costs shall be subject to the requirements and limitations set forth in the State Travel Regulations established by the Virginia Department of Accounts.
- C. All payments will be made in accordance with the terms of the Grant Agreement.

Project Director's Initials



Date

8/28/19

The maximum amount eligible for reimbursement shall not be increased above the total amount stated in the Project, unless the Grant Agreement is amended as described in Article 5, Amendments and Modifications to Grant Agreement.

- D. To be eligible for reimbursement under the Grant Agreement, a cost must have been incurred in accordance with the Grant Agreement, within the time frame specified in the Grant Period as stated in the Grant Agreement, attributable to work covered by the Grant Agreement, and which has been completed in a manner satisfactory and acceptable to the Department. Reimbursement is available only for costs that have been paid by Subrecipient. Under no circumstance will the Department provide up-front payments for costs not incurred and paid by Subrecipient.

Costs related to contractual fees require additional documentation in order to be eligible for reimbursement. Subrecipient must submit a copy of each contract, memorandum of understanding/agreement, rental/lease agreement prior to implementing the contract activity and allow sufficient time (minimum of three (3) weeks) for review and approval to ensure that services and products being provided are allowable expenses attributable to work covered by the Grant Agreement.

- E. Federal or Department funds cannot supplant (replace) funds from any other sources. The term "supplanting" refers to the use of Federal or Department funds to support personnel or an activity already supported by local or State funds, or other resources that would otherwise have been made available for the grant project.
- F. Payment of costs incurred under the Grant Agreement is further governed by 2 CFR Part 200 and 2 CFR Part 1201.
- G. For nonprofit organizations, Subrecipient must provide the most recent Form 990 (Return of Organization Exempt for Income Tax) submitted to IRS. Subrecipient must provide documentation of yearly salary or hourly pay and any other compensation, including fringe benefits, for each employee/position for which Subrecipient seeks reimbursement. Documentation of pay must be provided through a certified letter from the organization's Board Chair or President. Form 990 and the certified letter must be submitted with Subrecipient's signed Grant Agreement. Requests for compensation for pay raises, bonuses, and staff changes must be made in writing via email to the Department. The Department will review such requests and determine approval for reimbursement. The Department reserves the right to deny increased reimbursement for raises, bonuses, and staff changes.
- H. Subrecipient may request an Indirect Cost Rate for grants that are not enforcement related. Subrecipient must submit a copy of their Federally negotiated indirect cost rate. A Subrecipient that does not have a Federally negotiated indirect cost rate, may submit a letter requesting a de minimis indirect cost rate of 10% of modified total direct costs (2 CFR § 200.414(f)). Payment for indirect costs will not be made until the aforementioned documents have been received by the Department.
- Indirect cost references and information can be found in various parts of 2 CFR Part 200.
- I. Subrecipient will provide a monetary and/or in-kind match to the funded proposal. The required matching percentage of the project cost will be determined by the Department. Grant funds may not be used before Subrecipient can demonstrate that funds for the corresponding portion of the matching requirement have been received by Subrecipient. **A matching report must be submitted with each reimbursement voucher and Subrecipient must keep documentation related to matching funds in the project file.**
- J. Subrecipient agrees to submit Requests for Reimbursement on a **quarterly basis or no more than one request per month**, as outlined in the Highway Safety Policy and Procedures Manual. The original Request for Reimbursement, with the appropriate supporting documentation, must be submitted to the DMV Grants Management Office. Subrecipient agrees to submit the final Request for Reimbursement under the Grant Agreement within thirty-five (35) days of the end of the Grant Period or **November 5**.

All grant funds must be encumbered by the end of the grant period (**September 30**), complete with supporting invoices. At the end of the Grant Period, any unexpended or unobligated funds

Project Director's Initials  Date 8/28/18

shall no longer be available to Subrecipient. In no case shall Subrecipient be reimbursed for expenses incurred prior to the beginning or after the end of the Grant Period.

- K. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
- L. Grant Agreements supported with Federal or State funds are limited to the length of the Grant Period specified in the Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, Subrecipient may apply for funding assistance beyond the initial Grant Period. Preference for funding will be given to those projects for which Subrecipient has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.
- M. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, including this Grant Agreement, Subrecipient shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds provided for the project or program.

Article 4. LIMITATION OF LIABILITY

Payment of costs incurred hereunder is contingent upon the availability of appropriated funds. If, at any time during the Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall so notify Subrecipient, giving notice of intent to terminate the Grant Agreement, as specified in Article 11, Termination.

Article 5. AMENDMENTS AND MODIFICATIONS TO GRANT AGREEMENT

The Grant Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment form designated by the Department. Any amendment must be executed by the parties within the Grant Period specified in the Grant Agreement. Any proposed modifications or amendments to this Grant Agreement as defined in Article 6, Additional Work and Changes in Work, including the waiver of any provisions herein, must be submitted to the Department in writing and approved as herein prescribed prior to Subrecipient's implementation of the proposed modification or amendment.

Any alterations, additions, or deletions to the Grant Agreement that are required by changes in Federal or State laws, regulations or directives are automatically incorporated on the date designated by the law, regulation or directive.

The Department may unilaterally modify this Grant Agreement to de-obligate funds not obligated by Subrecipient as of the close of the Grant Period specified in this Grant Agreement. In addition, the Department may de-obligate funds in the event of termination of the Grant Agreement pursuant to Article 11, Termination.

Article 6. ADDITIONAL WORK AND CHANGES IN WORK

If Subrecipient is of the opinion that any assigned work is beyond the scope of the Grant Agreement and constitutes additional work, Subrecipient shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise Subrecipient and a written amendment to the Grant Agreement will be executed according to Article 5, Amendments and Modifications to Grant Agreement, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If Subrecipient has submitted work in accordance with the terms of the Grant Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Grant Agreement, Subrecipient shall make such

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revisions as requested and directed by the Department. This will be considered additional work and will be paid for as specified in this Article.

If Subrecipient submits work that does not comply with the terms of the Grant Agreement, the Department shall instruct Subrecipient to make such revisions as are necessary to bring the work into compliance with the Grant Agreement. No additional compensation shall be paid for this work.

Subrecipient shall make revisions to the work authorized in the Grant Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by Subrecipient or any costs incurred by Subrecipient relating to additional work not directly associated with or prior to the execution of an amendment.

Article 7. REPORTING AND NOTIFICATIONS

Subrecipient shall submit performance reports using forms provided and approved by the Department as outlined in the Statement of Work and Special Conditions, Section 4, Reports and Deliverables.

Subrecipient shall promptly advise the Department in writing of events that will have a significant impact upon the Grant Agreement, including:

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subrecipient personnel that will materially affect Subrecipient's ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or Federal assistance needed to resolve the situation.
- B. Favorable developments or events that enable Subrecipient to meet time schedules and objectives earlier than anticipated or to accomplish greater performance measure output than originally projected.

Article 8. RECORDS

Subrecipient agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, and Subrecipient shall make such records available at its office for the time period specified in the Grant Agreement. Subrecipient further agrees to retain such records for three (3) years from the date of final payment under the Grant Agreement, until completion of all audits, or until any pending litigation has been completely and fully resolved, whichever occurs last.

Any representative of the U.S. Secretary of Transportation, the Comptroller General of the United States, the General Accounting Office, the Virginia Office of the Secretary of Transportation, the Virginia Department of Motor Vehicles, the Virginia State Comptroller or the Virginia Auditor of Public Accounts shall have access to and the right to examine any and all books, documents, papers and other records (including computer records) of Subrecipient that are related to this Grant Agreement, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Subrecipient's personnel and program participants for the purpose of conducting interviews and discussions related to such documents. The Department's right to such access shall last as long as the records are retained as required under this Grant Agreement.

Article 9. INDEMNIFICATION

Subrecipient, if other than a government entity, agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the acts or omission of Subrecipient, its officers, agents or employees. Subrecipient, if other than a government entity, further agrees to indemnify and hold harmless the Commonwealth of Virginia, its officers, agents, and employees

from any costs including, but not limited to, attorney fees and court costs, incurred by the Department in connection with any such claims or actions.

If Subrecipient is a government entity, both parties to the Grant Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 10. DISPUTES AND REMEDIES

Subrecipient shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by Subrecipient in support of Grant Agreement work.

Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Director of the Virginia Highway Safety Office or his or her designee acting as final referee.

Article 11. TERMINATION

The Department may terminate the Grant Agreement, in whole or in part, for cause if Subrecipient fails to fulfill its obligations under the Grant Agreement; fails to comply with any applicable Department policy or procedure or any applicable Federal, State or local law, regulation or policy; or fails to correct a violation of any such law, regulation, policy or procedure. This does not limit any other termination rights that the Department may have under State or Federal laws, regulations or policies.

The Grant Agreement shall remain in effect until Subrecipient has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- A. The Department terminates the Grant Agreement for cause and informs Subrecipient that the project is terminated immediately; or
- B. The Department determines that the performance of the project is not in the best interest of the Department and informs Subrecipient that the project is terminated immediately; or
- C. The Grant Agreement is terminated in writing with the mutual consent of both parties; or
- D. There is a written thirty (30) day notice to terminate by either party.

The Department shall compensate Subrecipient for only those eligible expenses incurred during the Grant Period specified in the Grant Agreement which are directly attributable to the completed portion of the work covered by the Grant Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. Subrecipient shall not incur nor be reimbursed for any new obligations after the effective date of termination.

Article 12. SUBCONTRACTS

No portion of the work specified in the Grant Agreement shall be subcontracted without the prior written consent of the Department. In the event that Subrecipient desires to subcontract part of the work specified in the Grant Agreement, Subrecipient shall furnish the Department the names, qualifications and experience of their proposed subcontractors. For purposes of the Grant Agreement, subcontractor(s) shall include, but are not limited to, recipients of mini grants and parties to cooperative agreements and memoranda of understanding.

Subrecipient, however, shall remain fully responsible for the work to be done by its subcontractor(s) and shall assure compliance with all the requirements of the Grant Agreement. In any agreement entered into with a subcontractor, Subrecipient shall include or incorporate by reference all language contained in the Statement of Work and Special Conditions and in the General Terms and Conditions portions of this Highway Safety Grant Agreement, and the subcontractor shall agree to be bound by all requirements contained therein.

Article 13. NONCOLLUSION

Subrecipient certifies that its grant application was made without collusion or fraud, and it has not conferred on any public employee having official responsibility for the Highway Safety Grant process any loan, gift, favor, service or anything of more than nominal value, present or promised, in connection with

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its application. If Subrecipient breaches or violates this certification, the Department shall have the right to annul this Grant Agreement without liability.

Article 14. SUBRECIPIENT'S RESOURCES

Subrecipient certifies that it presently has adequate qualified personnel in its employment to perform the work required under the Grant Agreement, or that Subrecipient will be able to obtain such personnel from sources other than the Department. Subrecipient further certifies that it has the financial resources required to satisfy incurred costs whether or not such costs are eligible for subsequent reimbursement.

All employees of Subrecipient shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Subrecipient who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the project shall immediately be removed from association with the project.

Unless otherwise specified, Subrecipient shall furnish all equipment, materials, supplies, and other resources required to perform the work.

Article 15. SUBRECIPIENT SEAT BELT USE

Subrecipient agrees to adopt and enforce an on-the-job seat belt use policy requiring all employees to wear a seat belt when operating any vehicle owned, leased or rented by Subrecipient, including police vehicles.

Article 16. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

Subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Article 17. PROCUREMENT AND PROPERTY MANAGEMENT

Subrecipient shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to the Grant Agreement in accordance with Virginia law and Department policies and procedures, provided that such laws, policies and procedures are not in conflict with Federal standards, as appropriate, in 2 CFR Part 200 and 2 CFR Part 1201.

In the event of conflict, such Federal standards shall apply unless Virginia law or Department policies or procedures impose stricter requirements than the Federal standards.

Article 18. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Grant Agreement shall become the sole property of the Commonwealth in accordance with Va. Code §2.2-2822 and Executive Memorandum 4-95. On request, Subrecipient shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed during the performance of the Grant Agreement.

Article 19. RESEARCH ON HUMAN SUBJECTS

Subrecipient shall comply with the National Research Act, Public Law 93-348, regarding the protection of human subjects involved in research, development, and related activities supported by the Grant Agreement.

Article 20. ASSIGNMENT

The Grant Agreement shall not be assignable by Subrecipient in whole or in part without the written consent of the Department.

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Article 21. NONDISCRIMINATION

A. Subrecipient WILL COMPLY WITH ALL Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include, but are not limited to:

1. **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR Part 21;
2. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
3. **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
4. **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
5. **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
7. **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR Parts 37 and 38;
8. **Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
9. **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

B. The Subrecipient entity –

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate

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and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or subagreement that receives Federal funds under this program."
- C. Certifies that it has disclosed to the Department any administrative and/or court findings of noncompliance with nondiscrimination or equal opportunity laws, regulations or policies during the two preceding years. If Subrecipient has been cited for noncompliance with these laws, regulations or policies, Subrecipient will not be eligible to receive funding.

Article 22. DRUG-FREE WORKPLACE

Subrecipient certifies that it will provide a drug-free workplace in accordance with the requirements of 29 CFR, Part 98, Subpart F (Drug-Free Workplace Requirements (Grants)).

Article 23. BUY AMERICA ACT

Subrecipient will comply with the provisions of the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a Subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

The National Highway Traffic Safety Administration (NHTSA) was granted a Buy America Act public interest waiver that became effective July 30, 2015, (Federal Register Vol. 80, No. 125, published June 30, 2015). This waiver allows a State or Subrecipient to purchase any manufactured product with a purchase price of \$5,000 or less, excluding a motor vehicle when the product is purchased using Federal grant funds administered under Chapter 4 of Title 23 of the United States Code. The "National Traffic and Motor Vehicle Safety Act of 1966" defines a motor vehicle as a vehicle driven or drawn by mechanical power and manufactured primarily for use on public streets, roads, and highways, but does not include a

vehicle operated only on a rail line. See 49 U.S.C. 30102(a)(6). Therefore, the purchase of foreign-made cars, motorcycles, trailers and other similar conveyances must be made with a waiver regardless of price.

Article 24. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to the Grant Agreement as follows:

- A. Subrecipient agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with Federal funds. In this regard, Subrecipient shall make good faith efforts, in accordance with 49 CFR Part 26, to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- B. Subrecipient and any subcontractor shall not discriminate on the basis of race, color, national origin, sex, disability, or age in the award and performance of agreements funded in whole or in part with Federal funds.

These requirements shall be included in any subcontract or subagreement. Failure to comply with the requirements set forth above shall constitute a breach of the Grant Agreement and, after the notification by the Department, may result in termination of the Grant Agreement by the Department or other such remedy as the Department deems appropriate.

Article 25. DEBARMENT AND SUSPENSION

- A. Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any State or Federal department or agency or otherwise excluded by any Federal or State department or agency;
 - 2. Have not within a three (3) year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted or otherwise criminally or civilly charged by a Federal, State, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
 - 4. Have not, within a three (3) year period preceding this Grant Agreement, had one or more Federal, State, or local transactions terminated for cause or default.
- B. Where Subrecipient is unable to certify to any of the statements in this Article, such Subrecipient shall attach an explanation to the Grant Agreement.
- C. Subrecipient is prohibited from making any subcontract or sub-award or permitting any subcontract or sub-award to any party that does not certify to Subrecipient that such party meets the requirements set forth in Section A., Items 1–4 of this Article. When requested by the Department, Subrecipient shall furnish a copy of such certification.
- D. Subrecipient shall require any party to a subcontract or purchase order awarded under the Grant Agreement to certify its eligibility to receive Federal grant funds, and, when requested by the Department, to furnish a copy of the certification.
- E. Subrecipient shall provide immediate written notice to the Department if at any time Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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F. Subrecipient agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

Article 26. POLITICAL ACTIVITY (HATCH ACT)

Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Article 27. FEDERAL LOBBYING CERTIFICATION

Subrecipient certifies to the best of his or her knowledge and belief that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the party to the Grant Agreement shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. No funds under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subrecipient or agent acting for such Subrecipient related to any activity designed to influence legislation or appropriations pending before the Congress.
- D. Subrecipient shall require that the language of this certification be included in the award documents for all sub-awards (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant Agreement was made or entered into. Submission of this certification is a prerequisite for entering into this Grant Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Article 28. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

No funds under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Virginia General Assembly, except in presentation to the General Assembly itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subrecipient or agent

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acting for such Subrecipient related to any activity designed to influence legislation or appropriations pending before the Virginia General Assembly.

Article 29. INTERPRETATION AND ENFORCEABILITY

In the event any terms or provisions of this Grant Agreement are breached by either party or in the event that a dispute may arise between the parties regarding the meaning, requirements, or interpretation of any terms and provisions contained in this Grant Agreement, then such breach or dispute shall be resolved pursuant to the terms of this Grant Agreement and the remedies available under the Code of Virginia. If Subrecipient is not a government entity, in the event the Department must initiate proceedings to enforce the terms and conditions of this Grant Agreement or seek redress for damages caused by Subrecipient's breach of this Grant Agreement, the Department shall be entitled to recover all costs including, without limitation, court costs and attorney fees, incurred in such proceedings.

Article 30. ADDITIONAL PROVISIONS

- A. Signature Authorized. Subrecipient's authorized approving official, signing the certification page of the Grant Agreement, has the legal authority to apply for Federal Assistance and has the institutional, managerial, and financial capability (including funds sufficient to pay costs subsequently reimbursed and the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B. Headings. The captions and headings used in this Grant Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.
- C. Notice. All notices, requests and demands shall be directed as follows:

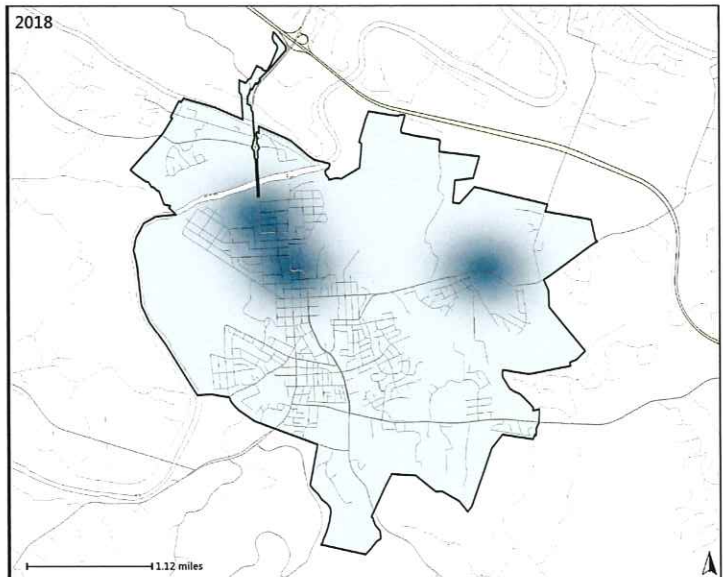
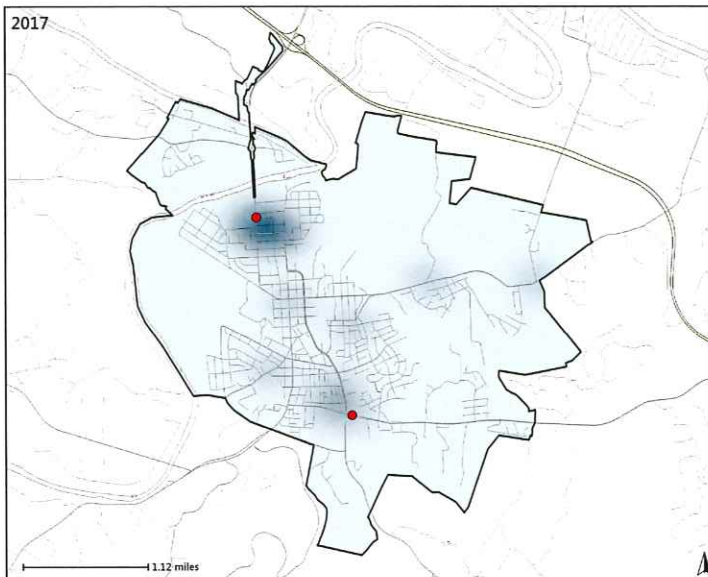
To the Department: Virginia Department of Motor Vehicles
ATTENTION: Director, Virginia Highway Safety Office
Post Office Box 27412
Richmond, Virginia 23269-0001

To Subrecipient: CAPT. JASON RYMAN
900 MONROE AVE.
FRONT ROYAL, VA 22630
jryman@frontroyalva.com

Any notice, unless otherwise specified herein, will be deemed to have been given on the date such notice is personally delivered or is deposited in the United States certified mail, return receipt requested, properly addressed and with postage prepaid.

Front Royal Alcohol Crash Statistics

Available Crash Data - Calendar Year	2015	2016	2017	2018
All Crashes	172	195	201	183
Fatal Crashes	0	1	3	0
Serious Injury Crashes	8	6	4	7
All Injury Crashes	44	37	48	39
Alcohol Crashes	9	9	14	3
Alcohol Fatal Crashes	No Alcohol Fatalities	No Alcohol Fatalities	2	No Alcohol Fatalities
Highest Time Period(s)			6:00pm - 8:59pm (100%)	
Highest Day(s)			Monday • Wednesday (100%)	
Highest Month(s)			January (100%)	
Alcohol Serious Injury Crashes	1	No Alcohol Serious Injuries	No Alcohol Serious Injuries	No Alcohol Serious Injuries
Highest Time Period(s)	6:00pm - 8:59pm (100%)			
Highest Day(s)	Saturday (100%)			
Highest Month(s)	January (100%)			
Alcohol Injury Crashes	3	2	3	1
Highest Time Period(s)	3:00pm - 5:59pm 6:00pm - 8:59pm (66%)	6:00pm - 8:59pm 9:00pm - 11:59pm (100%)	9:00pm - 11:59pm (67%)	6:00pm - 8:59pm (100%)
Highest Day(s)	Monday (67%)	Friday • Wednesday (100%)	Thursday (67%)	Saturday (100%)
Highest Month(s)	December (67%)	February • January (100%)	April (67%)	February (100%)



- Alcohol Fatal Interstate Crashes
- Alcohol Serious Injury Interstate Crashes

- Alcohol Fatal Non-interstate Crashes
- Alcohol Serious Injury Non-interstate Crashes

The blue gradient represents the density of all alcohol crashes.



This report was generated by the
Center for Geospatial Information Technology

John 8-28-19

Front Royal Alcohol Crash Statistics**2017 Fatal Crashes - Calendar Year**

Street	Cross Street	Count
SHENANDOAH AVE		1
JOHN MARSHALL HWY	"	1

Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

2018 Fatal Crashes - Calendar Year

No fatal crashes occurred.

2017 Serious Injury Crashes - Calendar Year

No serious injury crashes occurred.

2018 Serious Injury Crashes - Calendar Year

No serious injury crashes occurred.

Locations with equal crash counts are listed in random order in table and single crash locations may not be listed.

JL 8/28/19

HIGHWAY SAFETY GRANT AGREEMENT

Purpose: Virginia's Highway Safety Program Subrecipients use this form to certify and assure that they will fully comply with all terms of the Highway Safety Grant Agreement.

Instructions: Subrecipients must read the contract, complete all applicable information on the first and last page, initial the subsequent pages, and return all pages to the Department of Motor Vehicles.

This Highway Safety Grant Agreement is entered into between the Virginia Department of Motor Vehicles (hereinafter "Department"), 2300 West Broad Street, Richmond, Virginia 23220, and the following:

Subrecipient: Front Royal Town	Federal Award Identification Number (FAIN): 69A37519300004
Project Title: Selective Enforcement - Speed	Project Number: FSC-2020-50093-20093
CFDA Number: 20.600 CFDA Name: National Priority Safety Programs	Grant Award Amount: \$ 5,000.00 Federal Funds Obligated: \$ 5,000.00 Total Federal Funds Obligated: \$ 5,000.00
Period of Performance: From October 1, 2019, or the date the Highway Safety Grant Agreement is signed by the Director, Virginia Highway Safety Office (whichever is later) through September 30, 2020. Allow 21 days for the Department to complete its review and signature. FINAL VOUCHER IS DUE ON OR BEFORE NOVEMBER 5, 2020.	Source of funds obligated to this award: U.S. Department of Transportation National Highway Traffic Safety Administration (NHTSA) Date of Award Letter from NHTSA: September 30, 2019

In performing its responsibilities under this Highway Safety Grant Agreement, the Subrecipient certifies and assures that it will fully comply with the following:

- Applicable Department regulations and policies and State and Federal laws, regulations, and policies
- Statement of Work and Special Conditions and an Approved Budget, included with this Highway Safety Grant Agreement
- General Terms and Conditions, also included with this Highway Safety Grant Agreement

Subrecipient's signature below indicates that the Subrecipient has read, understands and agrees to fully comply with all terms and conditions of this Highway Safety Grant Agreement without alteration. This Highway Safety Grant Agreement (hereinafter "Grant Agreement"), consisting of this certification, the attached Statement of Work and Special Conditions, the attached General Terms and Conditions, the attached Project Budget, the Subrecipient's proposal and the letter awarding the grant to the Subrecipient constitutes the entire agreement between the Department and the Subrecipient, supersedes any prior oral or written agreement between the parties and may not be modified except by written agreement as provided herein. Where any conflict arises between terms, the following is the order of governance of one term over another: (1) applicable Department regulations and policies, except where superseded by Federal laws, regulations, or policies; (2) applicable State laws, regulations, and policies, except where superseded by Federal laws, regulations, or policies; (3) applicable Federal laws, regulations, and policies; (4) Statement of Work and Special Conditions; (5) General Terms and Conditions; (6) Project Budget; (7) Subrecipient's proposal; and (8) grant award letter.

Subrecipient certifies that this grant does not include research and development.

SIGNATURES OF AUTHORIZED APPROVING OFFICIALS

For Subrecipient:

For Virginia Department of Motor Vehicles:

Jason Ryan Caprin
Name and Title of Project Officer (print)
[Signature]
Signature
Date 8/28/19
Subrecipient's DUNS Number 050390749

John Saunders
Director, Virginia Highway Safety Office (print)
[Signature]
Signature
Date

Does your locality/legal entity expend \$750,000 or more annually in total federal funds? (check one) ☐ Yes ☒ No

Name and Title of Authorized Approving Official (print)

Signature

Date



Department of Motor Vehicles
Grant Budget Lines

Date Run: 06-AUG-2019

FSC-2020 - 50093 - 20093 - Front Royal Town

PM: Doug Stader

Project Director Initials

JS

Date

8/28/18

Category	Line Item Desc	Qty	Individual Cost	Total Cost	Fed Fund Amount	Matching Funds
Personnel	125 hours @ 40.00/hr. Speed Overtime Saturation Patrols	125	40.00	5,000.00	5,000.00	0.00
Matching Funds	Fuel and Maintenance	1	2,500.00	2,500.00	0.00	2,500.00
			Total:	7,500.00	5,000.00	2,500.00

Subrecipient Name: FRONT ROYAL TOWN Project #: FSC-2020-50093-20093

STATEMENT OF WORK AND SPECIAL CONDITIONS

1. Goals and Specific Program Elements. The goals and specific program elements of the subrecipient's proposal are incorporated as the first item in this Statement of Work and Special Conditions.

a. List Specific Program Elements:

For October 1, 2019 through December 31, 2019

Estimated 33 number of overtime hours to be used

Estimated 5 number of overtime individual/saturation patrols

For January 1, 2020 through March 31, 2020

Estimated 18 number of overtime hours to be used

Estimated 3 number of overtime individual/saturation patrols

For April 1, 2020 through June 30, 2020

Estimated 42 number of overtime hours to be used

Estimated 6 number of overtime individual/saturation patrols

For July 1, 2020 through September 30, 2020

Estimated 32 number of overtime hours to be used

Estimated 5 number of overtime individual/saturation patrols

- b. To conduct a minimum of 4 overtime individual/saturation patrols during the Click It or Ticket Mobilization in May 2020.
- c. To conduct a minimum of 5 overtime individual/saturation patrols during the Checkpoint Strike Force Campaign.
- d. To have 0 number of sworn officers attend 0 number DMV approved traffic safety related training events (e.g. Virginia Highway Safety Summit, Radar Certification Schools, Small Agency Symposium).
- e. Increase from number of radar units in active use from 6 to 6. (If approved, all units must be ordered by December 31, 2019 and put in service by March 31, 2020).

Project Director

Initial

8/28/19
Date

Subrecipient Name: FRONT Royal Town Project #: FSC-2020-50093-20093

2. The subrecipient must contribute to the overall State Highway Safety Plan goals.

a. SPEED

STATEWIDE GOAL: Decrease speed-related fatalities 2 percent from the 2017 calendar base year of 219 to 215 by December 31, 2020.

AGENCY GOAL: MAINTAIN 0 SPEED RELATED FATAL CRASHES AND REDUCE SERIOUS INJURY SPEED RELATED CRASHES FROM 3 IN FY18 TO 1 IN FY20

b. BASED ON SPEED-RELATED CRASH DATA (using crash data from VAHSO or other approved local crash information):

80% percent of speed control selective enforcement activities are to be conducted

between the hours of 0600 - 1600 hours

with special emphasis on the following days of the week: THURSDAY thru TUESDAY

The remaining 20% percent of selective enforcement hours may be scheduled during other DMV approved identified high-crash time periods.

- c. Enforcement is to be conducted using data-identified problem locations.
- d. Grant-funded equipment must be ordered by December 31, 2019 and put in service by March 31, 2020 and documentation maintained concerning its use.
- e. Subrecipient must submit a completed monitoring report (TSS 14-A) to their DMV Grant Monitor by specific assigned dates.
- f. Subrecipient must attend all mandatory DMV grant-related trainings.
- g. Zero tolerance (no warnings) for violators during grant-funded overtime.

Project Director

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Initial

8/28/19
Date

HIGHWAY SAFETY GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

1. **Purpose and Background.** The Virginia Department of Motor Vehicles ("Department") is awarding this grant to support the implementation of highway safety projects by State, local, non-profit, and higher education partnerships. Funds are made available for projects that: (1) support statewide goals; (2) identify problems experienced by High Emphasis Communities, which are jurisdictions with the highest crash severity problem; (3) creatively incorporate alcohol awareness and occupant protection safety; (4) are innovative with potential statewide application or ability to transfer to other jurisdictions; and (5) have statewide significance and address the Federal program areas under 23 U.S.C. (United States Code), Chapter 4: Highway Safety and 23 U.S.C. 154 (Section 154).
2. **Paid Media.** Grants consisting of \$100,000 or more in paid media funds will be required to perform pre- and post-surveys during the Grant Period. The level of assessment is based on the cost of a paid advertising campaign as follows:
 - A. **Level 1, for a paid advertising campaign of up to \$100,000:**

At a minimum, an assessment must measure and document audience exposure to paid advertised messages and the number of airings or print ads devoted to each announcement. The size of the audience needs to be estimated using a source appropriate for the medium used, such as Arbitron or Nielsen ratings for radio and TV. More specifically, all paid advertising for which the State or Subrecipient used 154, 402 and 405 funds must include documentation stating how many paid airings or print ads occurred and the size of the audience reached. Include the number of free airings or print ads that occurred and the size of the audience reached.
 - B. **Level 2, for a paid advertising campaign greater than \$100,000:**

In addition to providing the above Level 1 documentation, a more extensive assessment is required to measure target audience reaction. One or more of the activities in the following list may be used to assess how the target audience's knowledge, attitude, or actions were affected by the message(s):

 1. Mail surveys;
 2. Telephone surveys;
 3. Focus groups;
 4. Mall intercept interviews;
 5. Direct mailings;
 6. Call-in centers;
 7. Newspaper polls;
 8. Household interviews;
 9. Before and after approach, which compares system status before and after the introduction of the message; and
 10. Control region approach, which relates one study site exposed to the message to a similar site that is not exposed to the message.
3. **Equipment.** Costs for equipment are allowable under specified conditions. Costs for new and replacement equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more must be pre-approved before Subrecipient purchases the equipment. Such approval shall be obtained by the Department from the National Highway Traffic Safety Administration (NHTSA) regional manager in writing, and Subrecipient will be notified by the Department when this approval has been secured. Federal government requirements mandate that the Department maintain an accurate accounting and inventory of all equipment purchased using Federal funds, and Subrecipient shall comply with applicable reporting requirements that may be specified in the Highway Safety Policy and Procedures Manual and amendments thereto.

Subrecipient must request advance, written approval from the Department and NHTSA to sell, transfer or dispose of any and all non-expendable equipment purchased in whole or in part with the use of Federal highway safety funds. Disposition of funds from the sale of equipment to another entity must be agreed upon by the Department and Subrecipient and approved by NHTSA and the

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Department. In the event of a conflict between this section, 2 CFR (Code of Federal Regulations) Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Sections 200.313 and 200.439, 2 CFR Part 1300 (Uniform Procedures for State Highway Safety Grant Programs) Section 1300.31, and 2 CFR Part 1201 (Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) Section 1201.313, the provisions of the applicable CFR control, except where inconsistent with statute.

4. Reports and Deliverables. Quarterly Progress and Monitor Reports shall be provided to the Department by the dates indicated:

January 31, April 30, July 31, and November 5.

Each Progress and Monitor Report shall address Subrecipient's progress in fulfilling items listed in the Statement of Work and Special Conditions, including funded elements of Subrecipient's proposal. These reports should include the findings from the evaluation component of the proposal and should indicate the criteria and methods by which the progress of the initiative has been evaluated. The format for Progress and Monitor Reports will be provided to Subrecipient, but, at a minimum, will require an assessment of the program's plan with actual accomplishments during the past quarter, partnership involvement and satisfaction, expected follow-up, changes/problems with the plan and how they will be addressed, a financial summary of expenditures for the reporting period and planned accomplishments during the next quarter. The final Progress and Monitor Report shall include a comprehensive, detailed report of all grant activities conducted during the full grant performance period, including a final summary of expenditures.

Monitoring. The Department shall, throughout the Grant Period under this Grant Agreement and any extension of the program which is the subject of the Grant Agreement, monitor and evaluate the events, activities and tasks performed in connection with the program to include financial feasibility and progress of the grant and Subrecipient's continuing fiscal responsibility and compliance with applicable requirements and the terms and conditions of this Grant Agreement. Such monitoring and evaluation shall not in any manner relieve or waive any obligations of Subrecipient under this Grant Agreement or pursuant to applicable State and Federal law, regulations or rules. Any representation to the contrary by Subrecipient to any third party is strictly prohibited and may be grounds for the termination of this Grant Agreement by the Department.

5. Audit. A Subrecipient expending \$750,000 or more in Federal awards (single or multiple awards) in a year is required to obtain an annual audit in accordance with the Single Audit Act (Public Law 98-502) and subsequent amendments (refer to 2 CFR Part 200 and 2 CFR Part 1201), and the American Institute of Certified Public Accountants' (AICPA) Statement on Auditing Standards (SAS) 99, *Consideration of Fraud in a Financial Statement Audit*. The audit report must be submitted to DMV by **March 15**. Subrecipient is encouraged to submit their audit report to the Federal Audit Clearinghouse (FAC) at <http://harvester.census.gov/sac/>. Failure to meet the single audit requirements could result in your entity having to repay grant monies and/or losing access to future Federal funding.

The State auditor may conduct an audit or investigation of any entity receiving funds from the Department, either directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. Acceptance of funds directly or indirectly under the Grant Agreement constitutes acceptance of the authority of the State auditor to conduct an audit or investigation in connection with those funds. In the event an audit reveals unallowable expenditures, Subrecipient will be responsible for repayment to the Department of such unallowable expenditures.

6. Closeout. Subrecipient is required to submit final requests for reimbursements and final Progress Reports according to the schedule identified in this Grant Agreement. Requests for reimbursements submitted after **November 5** will be denied.

Project Director's Initials



Date

8/28/19

Article 1. COMPLIANCE WITH LAWS

Subrecipient shall comply with all Federal, State, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Grant Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subrecipient shall furnish the Department with satisfactory proof of its compliance therewith.

Article 2. STANDARD ASSURANCES

Subrecipient hereby assures and certifies that it will comply with all applicable laws, regulations, policies, guidelines, and requirements, including 23 USC Chapter 4: Highway Safety; 2 CFR Part 200 and 2 CFR Part 1201; 23 CFR Part 1300; the Federal Highway Safety Grant Funding Guidance (Revised 2013); and the Guidelines for the Submission of Highway Safety Grant Applications, as they relate to the application, acceptance, and use of Federal or State funds for this project. Also, Subrecipient assures and certifies that:

- A. It possesses legal authority to apply for the grant and that a resolution, motion, or similar action has been duly adopted or passed as an official act of Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized approving official of Subrecipient to act in connection with the application and to provide such additional information as may be required.
- B. It will comply with the Federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- C. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- D. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- E. It will comply with the Virginia State and Local Government Conflict of Interests Act, Va. Code §§ 2.2-3100 et seq., which defines and prohibits inappropriate conflicts and requires disclosure of economic interests and is applicable to all State and local government officers and employees.
- F. It will give the Department the access to and the right to examine all records, books, papers, or documents related to the Grant Agreement.
- G. It will ensure that all public records prepared or owned by, or in the possession of, the applicant relative to this project shall be open to inspection and copying by any citizens of the Commonwealth during regular office hours in accordance with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., unless otherwise specifically provided by law.
- H. If applicable, it will comply with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., which require all meetings of public bodies to be open and every public body to give notice of its meetings and to record minutes at all open meetings.

Article 3. GRANT AWARD COMPENSATION

- A. The method of payment for the Grant Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Grant Agreement. The amount stated in the Project Budget will be deemed to be the amount of the award to Subrecipient.
- B. Reimbursement for travel costs shall be subject to the requirements and limitations set forth in the State Travel Regulations established by the Virginia Department of Accounts.
- C. All payments will be made in accordance with the terms of the Grant Agreement.

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The maximum amount eligible for reimbursement shall not be increased above the total amount stated in the Project, unless the Grant Agreement is amended as described in Article 5, Amendments and Modifications to Grant Agreement.

- D. To be eligible for reimbursement under the Grant Agreement, a cost must have been incurred in accordance with the Grant Agreement, within the time frame specified in the Grant Period as stated in the Grant Agreement, attributable to work covered by the Grant Agreement, and which has been completed in a manner satisfactory and acceptable to the Department. Reimbursement is available only for costs that have been paid by Subrecipient. Under no circumstance will the Department provide up-front payments for costs not incurred and paid by Subrecipient.

Costs related to contractual fees require additional documentation in order to be eligible for reimbursement. Subrecipient must submit a copy of each contract, memorandum of understanding/agreement, rental/lease agreement prior to implementing the contract activity and allow sufficient time (minimum of three (3) weeks) for review and approval to ensure that services and products being provided are allowable expenses attributable to work covered by the Grant Agreement.

- E. Federal or Department funds cannot supplant (replace) funds from any other sources. The term "supplanting" refers to the use of Federal or Department funds to support personnel or an activity already supported by local or State funds, or other resources that would otherwise have been made available for the grant project.
- F. Payment of costs incurred under the Grant Agreement is further governed by 2 CFR Part 200 and 2 CFR Part 1201.
- G. For nonprofit organizations, Subrecipient must provide the most recent Form 990 (Return of Organization Exempt for Income Tax) submitted to IRS. Subrecipient must provide documentation of yearly salary or hourly pay and any other compensation, including fringe benefits, for each employee/position for which Subrecipient seeks reimbursement. Documentation of pay must be provided through a certified letter from the organization's Board Chair or President. Form 990 and the certified letter must be submitted with Subrecipient's signed Grant Agreement. Requests for compensation for pay raises, bonuses, and staff changes must be made in writing via email to the Department. The Department will review such requests and determine approval for reimbursement. The Department reserves the right to deny increased reimbursement for raises, bonuses, and staff changes.
- H. Subrecipient may request an Indirect Cost Rate for grants that are not enforcement related. Subrecipient must submit a copy of their Federally negotiated indirect cost rate. A Subrecipient that does not have a Federally negotiated indirect cost rate, may submit a letter requesting a de minimis indirect cost rate of 10% of modified total direct costs (2 CFR § 200.414(f)). Payment for indirect costs will not be made until the aforementioned documents have been received by the Department.
- Indirect cost references and information can be found in various parts of 2 CFR Part 200.
- I. Subrecipient will provide a monetary and/or in-kind match to the funded proposal. The required matching percentage of the project cost will be determined by the Department. Grant funds may not be used before Subrecipient can demonstrate that funds for the corresponding portion of the matching requirement have been received by Subrecipient. **A matching report must be submitted with each reimbursement voucher and Subrecipient must keep documentation related to matching funds in the project file.**
- J. Subrecipient agrees to submit Requests for Reimbursement on a **quarterly basis or no more than one request per month**, as outlined in the Highway Safety Policy and Procedures Manual. The original Request for Reimbursement, with the appropriate supporting documentation, must be submitted to the DMV Grants Management Office. Subrecipient agrees to submit the final Request for Reimbursement under the Grant Agreement within thirty-five (35) days of the end of the Grant Period or **November 5**.

All grant funds must be encumbered by the end of the grant period (**September 30**), complete with supporting invoices. At the end of the Grant Period, any unexpended or unobligated funds

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shall no longer be available to Subrecipient. In no case shall Subrecipient be reimbursed for expenses incurred prior to the beginning or after the end of the Grant Period.

- K. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
- L. Grant Agreements supported with Federal or State funds are limited to the length of the Grant Period specified in the Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, Subrecipient may apply for funding assistance beyond the initial Grant Period. Preference for funding will be given to those projects for which Subrecipient has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.
- M. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, including this Grant Agreement, Subrecipient shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds provided for the project or program.

Article 4. LIMITATION OF LIABILITY

Payment of costs incurred hereunder is contingent upon the availability of appropriated funds. If, at any time during the Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall so notify Subrecipient, giving notice of intent to terminate the Grant Agreement, as specified in Article 11, Termination.

Article 5. AMENDMENTS AND MODIFICATIONS TO GRANT AGREEMENT

The Grant Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment form designated by the Department. Any amendment must be executed by the parties within the Grant Period specified in the Grant Agreement. Any proposed modifications or amendments to this Grant Agreement as defined in Article 6, Additional Work and Changes in Work, including the waiver of any provisions herein, must be submitted to the Department in writing and approved as herein prescribed prior to Subrecipient's implementation of the proposed modification or amendment.

Any alterations, additions, or deletions to the Grant Agreement that are required by changes in Federal or State laws, regulations or directives are automatically incorporated on the date designated by the law, regulation or directive.

The Department may unilaterally modify this Grant Agreement to de-obligate funds not obligated by Subrecipient as of the close of the Grant Period specified in this Grant Agreement. In addition, the Department may de-obligate funds in the event of termination of the Grant Agreement pursuant to Article 11, Termination.

Article 6. ADDITIONAL WORK AND CHANGES IN WORK

If Subrecipient is of the opinion that any assigned work is beyond the scope of the Grant Agreement and constitutes additional work, Subrecipient shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise Subrecipient and a written amendment to the Grant Agreement will be executed according to Article 5, Amendments and Modifications to Grant Agreement, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If Subrecipient has submitted work in accordance with the terms of the Grant Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Grant Agreement, Subrecipient shall make such

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revisions as requested and directed by the Department. This will be considered additional work and will be paid for as specified in this Article.

If Subrecipient submits work that does not comply with the terms of the Grant Agreement, the Department shall instruct Subrecipient to make such revisions as are necessary to bring the work into compliance with the Grant Agreement. No additional compensation shall be paid for this work.

Subrecipient shall make revisions to the work authorized in the Grant Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by Subrecipient or any costs incurred by Subrecipient relating to additional work not directly associated with or prior to the execution of an amendment.

Article 7. REPORTING AND NOTIFICATIONS

Subrecipient shall submit performance reports using forms provided and approved by the Department as outlined in the Statement of Work and Special Conditions, Section 4, Reports and Deliverables.

Subrecipient shall promptly advise the Department in writing of events that will have a significant impact upon the Grant Agreement, including:

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subrecipient personnel that will materially affect Subrecipient's ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or Federal assistance needed to resolve the situation.
- B. Favorable developments or events that enable Subrecipient to meet time schedules and objectives earlier than anticipated or to accomplish greater performance measure output than originally projected.

Article 8. RECORDS

Subrecipient agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, and Subrecipient shall make such records available at its office for the time period specified in the Grant Agreement. Subrecipient further agrees to retain such records for three (3) years from the date of final payment under the Grant Agreement, until completion of all audits, or until any pending litigation has been completely and fully resolved, whichever occurs last.

Any representative of the U.S. Secretary of Transportation, the Comptroller General of the United States, the General Accounting Office, the Virginia Office of the Secretary of Transportation, the Virginia Department of Motor Vehicles, the Virginia State Comptroller or the Virginia Auditor of Public Accounts shall have access to and the right to examine any and all books, documents, papers and other records (including computer records) of Subrecipient that are related to this Grant Agreement, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Subrecipient's personnel and program participants for the purpose of conducting interviews and discussions related to such documents. The Department's right to such access shall last as long as the records are retained as required under this Grant Agreement.

Article 9. INDEMNIFICATION

Subrecipient, if other than a government entity, agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the acts or omission of Subrecipient, its officers, agents or employees. Subrecipient, if other than a government entity, further agrees to indemnify and hold harmless the Commonwealth of Virginia, its officers, agents, and employees

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from any costs including, but not limited to, attorney fees and court costs, incurred by the Department in connection with any such claims or actions.

If Subrecipient is a government entity, both parties to the Grant Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 10. DISPUTES AND REMEDIES

Subrecipient shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by Subrecipient in support of Grant Agreement work.

Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Director of the Virginia Highway Safety Office or his or her designee acting as final referee.

Article 11. TERMINATION

The Department may terminate the Grant Agreement, in whole or in part, for cause if Subrecipient fails to fulfill its obligations under the Grant Agreement; fails to comply with any applicable Department policy or procedure or any applicable Federal, State or local law, regulation or policy; or fails to correct a violation of any such law, regulation, policy or procedure. This does not limit any other termination rights that the Department may have under State or Federal laws, regulations or policies.

The Grant Agreement shall remain in effect until Subrecipient has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- A. The Department terminates the Grant Agreement for cause and informs Subrecipient that the project is terminated immediately; or
- B. The Department determines that the performance of the project is not in the best interest of the Department and informs Subrecipient that the project is terminated immediately; or
- C. The Grant Agreement is terminated in writing with the mutual consent of both parties; or
- D. There is a written thirty (30) day notice to terminate by either party.

The Department shall compensate Subrecipient for only those eligible expenses incurred during the Grant Period specified in the Grant Agreement which are directly attributable to the completed portion of the work covered by the Grant Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. Subrecipient shall not incur nor be reimbursed for any new obligations after the effective date of termination.

Article 12. SUBCONTRACTS

No portion of the work specified in the Grant Agreement shall be subcontracted without the prior written consent of the Department. In the event that Subrecipient desires to subcontract part of the work specified in the Grant Agreement, Subrecipient shall furnish the Department the names, qualifications and experience of their proposed subcontractors. For purposes of the Grant Agreement, subcontractor(s) shall include, but are not limited to, recipients of mini grants and parties to cooperative agreements and memoranda of understanding.

Subrecipient, however, shall remain fully responsible for the work to be done by its subcontractor(s) and shall assure compliance with all the requirements of the Grant Agreement. In any agreement entered into with a subcontractor, Subrecipient shall include or incorporate by reference all language contained in the Statement of Work and Special Conditions and in the General Terms and Conditions portions of this Highway Safety Grant Agreement, and the subcontractor shall agree to be bound by all requirements contained therein.

Article 13. NONCOLLUSION

Subrecipient certifies that its grant application was made without collusion or fraud, and it has not conferred on any public employee having official responsibility for the Highway Safety Grant process any loan, gift, favor, service or anything of more than nominal value, present or promised, in connection with

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its application. If Subrecipient breaches or violates this certification, the Department shall have the right to annul this Grant Agreement without liability.

Article 14. SUBRECIPIENT'S RESOURCES

Subrecipient certifies that it presently has adequate qualified personnel in its employment to perform the work required under the Grant Agreement, or that Subrecipient will be able to obtain such personnel from sources other than the Department. Subrecipient further certifies that it has the financial resources required to satisfy incurred costs whether or not such costs are eligible for subsequent reimbursement.

All employees of Subrecipient shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Subrecipient who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the project shall immediately be removed from association with the project.

Unless otherwise specified, Subrecipient shall furnish all equipment, materials, supplies, and other resources required to perform the work.

Article 15. SUBRECIPIENT SEAT BELT USE

Subrecipient agrees to adopt and enforce an on-the-job seat belt use policy requiring all employees to wear a seat belt when operating any vehicle owned, leased or rented by Subrecipient, including police vehicles.

Article 16. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

Subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Article 17. PROCUREMENT AND PROPERTY MANAGEMENT

Subrecipient shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to the Grant Agreement in accordance with Virginia law and Department policies and procedures, provided that such laws, policies and procedures are not in conflict with Federal standards, as appropriate, in 2 CFR Part 200 and 2 CFR Part 1201.

In the event of conflict, such Federal standards shall apply unless Virginia law or Department policies or procedures impose stricter requirements than the Federal standards.

Article 18. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Grant Agreement shall become the sole property of the Commonwealth in accordance with Va. Code §2.2-2822 and Executive Memorandum 4-95. On request, Subrecipient shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed during the performance of the Grant Agreement.

Article 19. RESEARCH ON HUMAN SUBJECTS

Subrecipient shall comply with the National Research Act, Public Law 93-348, regarding the protection of human subjects involved in research, development, and related activities supported by the Grant Agreement.

Article 20. ASSIGNMENT

The Grant Agreement shall not be assignable by Subrecipient in whole or in part without the written consent of the Department.

Project Director's Initials JD Date 8/28/19

Article 21. NONDISCRIMINATION

A. Subrecipient WILL COMPLY WITH ALL Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include, but are not limited to:

1. **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR Part 21;
2. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
3. **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
4. **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
5. **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
7. **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR Parts 37 and 38;
8. **Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
9. **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100)).

B. The Subrecipient entity –

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate

Project Director's Initials SC Date 8/28/19

and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or subagreement that receives Federal funds under this program."
- C. Certifies that it has disclosed to the Department any administrative and/or court findings of noncompliance with nondiscrimination or equal opportunity laws, regulations or policies during the two preceding years. If Subrecipient has been cited for noncompliance with these laws, regulations or policies, Subrecipient will not be eligible to receive funding.

Article 22. DRUG-FREE WORKPLACE

Subrecipient certifies that it will provide a drug-free workplace in accordance with the requirements of 29 CFR, Part 98, Subpart F (Drug-Free Workplace Requirements (Grants)).

Article 23. BUY AMERICA ACT

Subrecipient will comply with the provisions of the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a Subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

The National Highway Traffic Safety Administration (NHTSA) was granted a Buy America Act public interest waiver that became effective July 30, 2015, (Federal Register Vol. 80, No. 125, published June 30, 2015). This waiver allows a State or Subrecipient to purchase any manufactured product with a purchase price of \$5,000 or less, excluding a motor vehicle when the product is purchased using Federal grant funds administered under Chapter 4 of Title 23 of the United States Code. The "National Traffic and Motor Vehicle Safety Act of 1966" defines a motor vehicle as a vehicle driven or drawn by mechanical power and manufactured primarily for use on public streets, roads, and highways, but does not include a

vehicle operated only on a rail line. See 49 U.S.C. 30102(a)(6). Therefore, the purchase of foreign-made cars, motorcycles, trailers and other similar conveyances must be made with a waiver regardless of price.

Article 24. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to the Grant Agreement as follows:

- A. Subrecipient agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with Federal funds. In this regard, Subrecipient shall make good faith efforts, in accordance with 49 CFR Part 26, to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- B. Subrecipient and any subcontractor shall not discriminate on the basis of race, color, national origin, sex, disability, or age in the award and performance of agreements funded in whole or in part with Federal funds.

These requirements shall be included in any subcontract or subagreement. Failure to comply with the requirements set forth above shall constitute a breach of the Grant Agreement and, after the notification by the Department, may result in termination of the Grant Agreement by the Department or other such remedy as the Department deems appropriate.

Article 25. DEBARMENT AND SUSPENSION

- A. Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any State or Federal department or agency or otherwise excluded by any Federal or State department or agency;
 2. Have not within a three (3) year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted or otherwise criminally or civilly charged by a Federal, State, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
 4. Have not, within a three (3) year period preceding this Grant Agreement, had one or more Federal, State, or local transactions terminated for cause or default.
- B. Where Subrecipient is unable to certify to any of the statements in this Article, such Subrecipient shall attach an explanation to the Grant Agreement.
- C. Subrecipient is prohibited from making any subcontract or sub-award or permitting any subcontract or sub-award to any party that does not certify to Subrecipient that such party meets the requirements set forth in Section A., Items 1–4 of this Article. When requested by the Department, Subrecipient shall furnish a copy of such certification.
- D. Subrecipient shall require any party to a subcontract or purchase order awarded under the Grant Agreement to certify its eligibility to receive Federal grant funds, and, when requested by the Department, to furnish a copy of the certification.
- E. Subrecipient shall provide immediate written notice to the Department if at any time Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Project Director's Initials He Date 8/28/19

F. Subrecipient agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

Article 26. POLITICAL ACTIVITY (HATCH ACT)

Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Article 27. FEDERAL LOBBYING CERTIFICATION

Subrecipient certifies to the best of his or her knowledge and belief that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the party to the Grant Agreement shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. No funds under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subrecipient or agent acting for such Subrecipient related to any activity designed to influence legislation or appropriations pending before the Congress.
- D. Subrecipient shall require that the language of this certification be included in the award documents for all sub-awards (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant Agreement was made or entered into. Submission of this certification is a prerequisite for entering into this Grant Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Article 28. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

No funds under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Virginia General Assembly, except in presentation to the General Assembly itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subrecipient or agent

acting for such Subrecipient related to any activity designed to influence legislation or appropriations pending before the Virginia General Assembly.

Article 29. INTERPRETATION AND ENFORCEABILITY

In the event any terms or provisions of this Grant Agreement are breached by either party or in the event that a dispute may arise between the parties regarding the meaning, requirements, or interpretation of any terms and provisions contained in this Grant Agreement, then such breach or dispute shall be resolved pursuant to the terms of this Grant Agreement and the remedies available under the Code of Virginia. If Subrecipient is not a government entity, in the event the Department must initiate proceedings to enforce the terms and conditions of this Grant Agreement or seek redress for damages caused by Subrecipient's breach of this Grant Agreement, the Department shall be entitled to recover all costs including, without limitation, court costs and attorney fees, incurred in such proceedings.

Article 30. ADDITIONAL PROVISIONS

- A. Signature Authorized. Subrecipient's authorized approving official, signing the certification page of the Grant Agreement, has the legal authority to apply for Federal Assistance and has the institutional, managerial, and financial capability (including funds sufficient to pay costs subsequently reimbursed and the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B. Headings. The captions and headings used in this Grant Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.
- C. Notice. All notices, requests and demands shall be directed as follows:

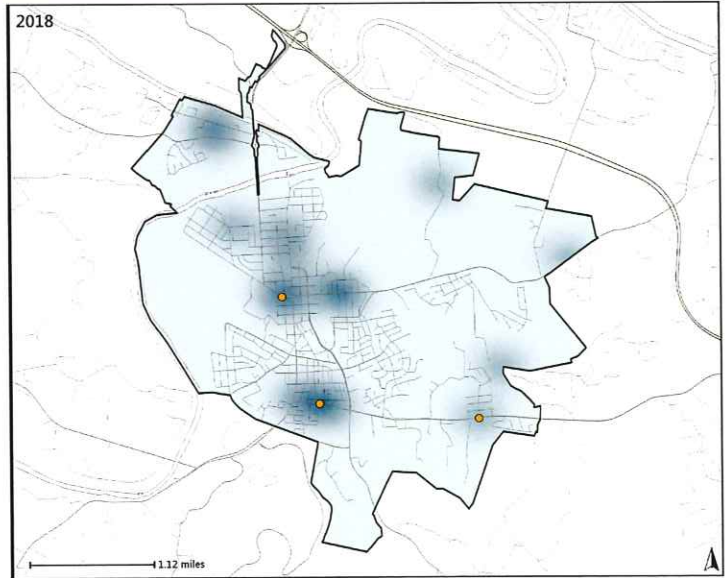
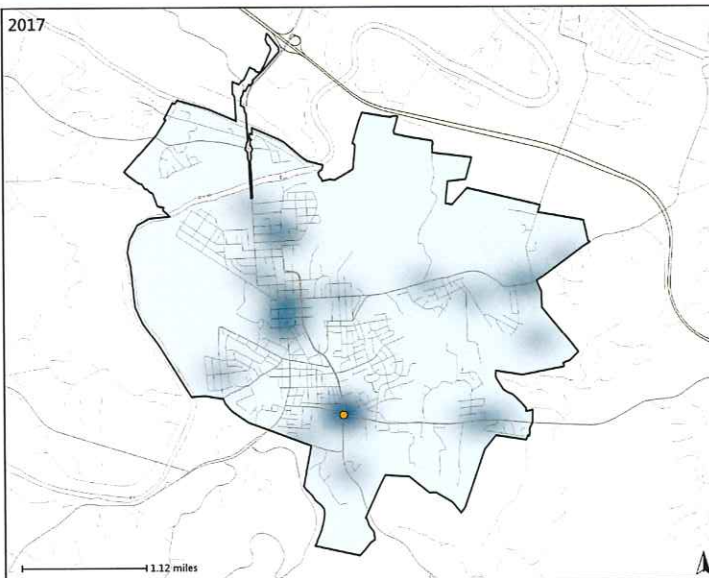
To the Department: Virginia Department of Motor Vehicles
ATTENTION: Director, Virginia Highway Safety Office
Post Office Box 27412
Richmond, Virginia 23269-0001

To Subrecipient: Capt. Jason Ryman
900 Monroe Ave.
Front Royal, VA 22630
jryman@frontroyalva.com

Any notice, unless otherwise specified herein, will be deemed to have been given on the date such notice is personally delivered or is deposited in the United States certified mail, return receipt requested, properly addressed and with postage prepaid.

Front Royal Speed Crash Statistics

Available Crash Data - Calendar Year	2015	2016	2017	2018
All Crashes	172	195	201	183
Fatal Crashes	0	1	3	0
Serious Injury Crashes	8	6	4	7
All Injury Crashes	44	37	48	39
Speed Crashes	16	15	23	16
Speed Fatal Crashes	No Speed Fatalities	No Speed Fatalities	No Speed Fatalities	No Speed Fatalities
Highest Time Period(s)				
Highest Day(s)				
Highest Month(s)				
Speed Serious Injury Crashes	No Speed Serious Injuries	2	1	3
Highest Time Period(s)		9:00am - 11:59am Noon - 2:59pm (100%)	6:00pm - 8:59pm (100%)	3:00am - 5:59am 3:00pm - 5:59pm (66%)
Highest Day(s)		Saturday • Tuesday (100%)	Saturday (100%)	Thursday • Tuesday (66%)
Highest Month(s)		July • May (100%)	February (100%)	January • October (66%)
Speed Injury Crashes	4	5	7	6
Highest Time Period(s)	3:00pm - 5:59pm (50%)	9:00am - 11:59am (60%)	6:00pm - 8:59pm Noon - 2:59pm (86%)	6:00am - 8:59am (33%)
Highest Day(s)	Monday • Sunday (50%)	Saturday • Tuesday (80%)	Monday • Tuesday (58%)	Tuesday (50%)
Highest Month(s)	December (50%)	May (60%)	April (29%)	December (33%)



- Speed Fatal Interstate Crashes
- Speed Serious Injury Interstate Crashes

- Speed Fatal Non-interstate Crashes
- Speed Serious Injury Non-interstate Crashes

The blue gradient represents the density of all speed crashes.



This report was generated by the
Center for Geospatial Information Technology

Joe 8/28/19

**Front Royal Speed Crash Statistics****2017 Fatal Crashes - Calendar Year**

No fatal crashes occurred.

2018 Fatal Crashes - Calendar Year

No fatal crashes occurred.

2017 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
JOHN MARSHALL HWY	REMOUNT RD	1

Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

2018 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
SOUTH ST	HILL ST	1
JOHN MARSHALL HWY	WALKER AVE	1
KENDRICK LN	6TH ST	1

Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

Locations with equal crash counts are listed in random order in table and single crash locations may not be listed.

26 8/22/19

7C



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

Page 1
Item No. 7(C)

Meeting Date: September 23, 2019

Agenda Item: COUNCIL APPROVAL – Resolution for VDOT Revenue Sharing Projects

Summary: Council is requested to approve a resolution approving the submission of an application for an allocation of funds through the Virginia Department of Transportation (VDOT) FY2021-2022 Revenue Sharing Program for the following projects:

- Prospect Street Bridge Repairs
- Mill and Pave N. Royal Avenue from W. 14th Street to Commerce Avenue
- North Shenandoah Avenue Lighting to replace streetlight poles

Budget/Funding: None – application submission process

Attachments: Resolution

Meetings: Work Session held September 16, 2019

Staff

Recommendation: Approval ✓ Denial _____

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

Proposed Motion: I move that Council approve a resolution approving the submission of an application for an allocation of funds through the Virginia Department of Transportation (VDOT) FY2021-2022 Revenue Sharing Program. for the following projects:

- Prospect Street Bridge Repairs
- Mill and Pave N. Royal Avenue from W. 14th Street to Commerce Avenue
- North Shenandoah Avenue Lighting to replace streetlight poles

*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

**RESOLUTION
FY2020-2021 REVENUE SHARING PROGRAM**

WHEREAS, the Front Royal Town Council desires to submit an application for an allocation of funds of up to \$336,500. through the Virginia Department of Transportation (VDOT) Fiscal Year 2021 – 2022 Revenue Sharing Program; and,

WHEREAS, \$336,500. of these funds are requested to fund the following projects:

- Prospect Street Bridge – a project to replace the deck and install railings that comply with current standards, repave asphalt approaches. Revenue Sharing application amount - \$100,000.
- North Royal Avenue Paving – a pavement resurfacing project from 14th Street to Commerce Street. Revenue Sharing application amount - \$104,000.
- North Shenandoah Avenue Lighting – a project to replace the current decorative light poles with overhead light poles matching the ones installed on the adjacent bridge/interchange project. Revenue Sharing application amount - \$132,500.

WHEREAS, the Front Royal Town Council hereby supports this application for an allocation of \$336,500 through the Virginia Department of Transportation Fiscal Year 2021-2022 Revenue Sharing Program.

NOW THEREFORE BE IT RESOLVED THAT the Front Royal Town Council hereby commits to fund its local share of preliminary engineering, right of way, and construction (as applicable) of the projects under agreement with the Virginia Department of Transportation in accordance with the project financial documents.

BE IT FURTHER RESOLVED THAT the Front Royal Town Manager is authorized to execute all agreements and/or addendums for any approved projects with the Virginia Department of Transportation.

APPROVED:

Matthew A. Tederick, Interim Mayor

Attest:

Jennifer E. Berry, MMC, Clerk of Council

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

William A. Sealock	<u>Yes/No</u>	Gary L. Gillispie	<u>Yes/No</u>
Eugene R. Tewalt	<u>Yes/No</u>	Jacob L. Meza	<u>Yes/No</u>

Chris Holloway

Yes/No

Letasha T. Thompson

Yes/No

Approved as to Form and Legality:

Douglas W. Napier, Town Attorney

Dated: _____

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

Page 1
Item No. 8

Meeting Date: September 23, 2019

Agenda Item: COUNCIL APPROVAL – FY20 Budget Amendment to Accept Funds for the for Community Development Block Grant (CDBG) Façade Improvement Program from Edward Greco at 109 E Main Street

Summary: Council is requested to approve a FY20 Budget Amendment in the amount of \$2,823.09 to accept funds from Edward Greco for the Community Development Block Grant (CDBG) Façade Improvement Program related to 109 E. Main Street. The funds will be used to pay the contractor for the improvements.

Budget/Funding: 9130-3410209 Community Development – Reimbursement
9130-47983 Community Development – CDBG Façade Improvement

Attachments: None

Meetings: Work Session held September 16, 2019

Staff

Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council approve a FY20 Budget Amendment in the amount of \$2,823.09 to accept funds from Edward Greco for the Community Development Block Grant (CDBG) Façade Improvement Program related to 109 E. Main Street.

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

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

Approved By: 

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Town of Front Royal, Virginia Council Agenda Statement

Page 1
Item No. 9

Meeting Date: September 23, 2019

Agenda Item: COUNCIL APPROVAL – Bid for Community Development Block Grant (CDBG) Façade Improvement Program for Building 3 - 109 E Main Street

Summary: Council is requested to approve a bid from Dink's Construction, Inc. in the amount of \$13,395.00 for façade improvements as part of the Community Development Block Grant (CDBG) on Building 3 located at 109 E Main Street

Budget/Funding: Funding from CDBG Funds: \$10,571.91 and owner's cash match of \$2,823.09. No local funds will be used to complete this project.

Attachments: Memorandums from the Purchasing Manager and Director of Planning/Zoning, Bid Tabulation Summary, Deferred Loan for Front Royal Downtown Revitalization Project Façade Improvement Program Contract

Meetings: Work Session held September 16, 2019

Staff

Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council approve a bid from Dink's Construction, Inc. in the amount of \$13,395.00 for façade improvements as part of the Community Development Block Grant (CDBG) on Building 3 located at 109 E Main Street.

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

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

Approved By: 



Town of Front Royal, Virginia

Purchasing, Department of Finance

MEMORANDUM

Date: September 5, 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 Planning & Zoning Department to send invitations to bid for twelve buildings that qualify for the Façade Improvement Program for the Downtown Revitalization Project in unity with each building owner's acceptance.

The Department Director, Jeremy Camp along with the Community Development Block Grant (CDBG) Façade Improvements Project Management Team, and the property owner, have reviewed the bid tabulation and have accepted one bid for Building 3 located at 109 E Main Street. It was in the best interest of the Town to accept only this bid and it is the intention to re-advertise the remaining eleven buildings at a later date. Staff recommends awarding the bid for Building 3 to Dink's Construction LLC, for \$13,395.00.

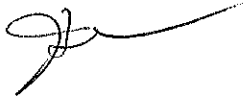
Due to the scope of the project, Town Council is requested to review and award the purchase. Attached to this memo is the recommendation memo from Planning & Zoning and bid tabulation, and a copy of the contract. Please add this action item to the next Regular Town Council Agenda.

Funding for this request will come from CDBG funds: \$10,571.91, and Owner's cash match: \$2,823.09. No local funds will be used to complete this project.

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



TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING
Memorandum

To: BJ Wilson, Director of Finance
Cc: Joe Waltz, Town Manager
From: Jeremy F. Camp, Director of Planning & Zoning 
Date: September 5, 2019
Re: **CDBG Façade Improvement Projects – Award of 109 E. Main Street**

The Project Management Team and property owner have approved the bid for 109 E Main Street, submitted by Dink's Construction LLC, as part of the Façade Improvement Program for the Downtown Revitalization Project. The other projects that were advertised are not being accepted and shall be re-advertised for itemized bids following completion of lead and asbestos testing. Below is the general information on the bid to be accepted.

OWNER:	Edward F. Greco
CONTRACTOR:	Dink's Construction LLC
CONTRACT CLOSING DATE:	September 13, 2019
TOTAL PROJECT COST:	\$13,395.00
OWNER'S CASH MATCH TO BE PAID:	\$2,823.09
CDBG FUNDS TO BE PAID:	\$10,571.91

Please let me know if you have any questions or need more information to move this forward for Town Council acceptance.



① EXISTING MAIN STREET FACADE
NOT TO SCALE



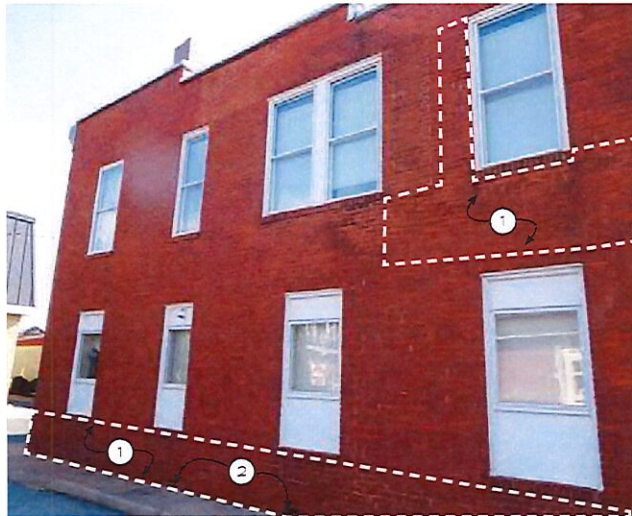
② EXISTING REAR FACADE
NOT TO SCALE

KEYNOTES:

1. Side elevation: repair and repoint brick as needed in areas indicated, approximately 150 square feet.
2. Side elevation: add black plastic foundation vents in areas of missing bricks.
3. Rear elevation: scrape, prime and paint steel stairs: landing, railings and posts. NOTE: The stair attachment to the brick structure warrants a structural investigation which is not part of this contract.
4. Replace storm doors, one on side elevation and one on rear elevation, with new white aluminum storm doors, West Window Company Model 53-42 or equal, standard black hardware.
5. Remove metal parapet cap. Repair precast coping. Reinstall metal cap.



③ EXISTING PARAPET CAP
NOT TO SCALE



④ EXISTING SIDE FACADE
NOT TO SCALE



⑤ EXISTING SIDE FACADE
NOT TO SCALE



⑥ EXISTING SIDE FACADE
NOT TO SCALE



FRAZIER ASSOCIATES

ARCHITECTURE • COMMUNITY DESIGN • WAYFINDING
213 NORTH AUGUSTA STREET, STAUNTON, VA 24401
PHONE 540.886.6230 FAX 540.886.8629
www.frazierassociates.com

109 East Main Street
Front Royal, Virginia

7/18/2019
2018-0040

BUILDING
3
SHEET 1 OF 1

VENDOR SPREAD SHEET



Town of Front Royal, VA

BID TABULATION SUMMARY
 BID: IFB #11-2019 Façade Improvements Phase I
 BID/PROPOSAL OPENING DATE: 8/9/2019
 BID/PROPOSAL OPENING TIME: 3:00 PM

	BIDDER: Dink's Construction LLC		
DESCRIPTION	BASE BID A OR ADDITIVE #1	BASE BID B OR ADDITIVE #2	LUMP SUM PRICE
BLDG 1: 9 SOUTH ROYAL AVENUE	\$63,660.00	\$4,525.00	\$68,185.00
BLDG 2: 11 SOUTH ROYAL AVENUE			\$27,465.00
BLDG 3: 109 EAST MAIN STREET	\$10,580.00	\$3,015.00	\$13,595.00
BLDG 4: 117 EAST MAIN STREET			\$58,125.00
BLDG 5: 118 EAST MAIN STREET	\$28,090.00	\$1,215.00	\$29,305.00
BLDG 6: 206 EAST MAIN STREET			\$33,780.00
BLDG 7: 210 EAST MAIN STREET	\$103,695.00	\$4,725.00	\$108,420.00
BLDG 8: 213 EAST MAIN STREET			\$73,060.00
BLDG 9: 218 EAST MAIN STREET	ADDITIVE #1: \$10,055	ADDITIVE #2: \$9430	\$61,005.00
BLDG 10: 220 EAST MAIN STREET	ADDITIVE #1: \$7,420		\$40,230.00
BLDG 11: 221-223 EAST MAIN STREET			\$101,035.00
BLDG 12: 403-405 EAST MAIN STREET			\$80,203.00

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

**TOWN OF FRONT ROYAL, VIRGINIA
DEFERRED LOAN PROGRAM FOR
FRONT ROYAL DOWNTOWN REVITALIZATION PROJECT
FAÇADE IMPROVEMENT PROGRAM**

CONTRACT

THIS CONTRACT made and entered into this the **xxth day of Xxxx, 2019**, by and between the TOWN OF FRONT ROYAL, VIRGINIA, hereinafter referred to as the "Town", and **Xxxxx** **Xxxxxxx**, hereinafter referred to as the "Owner" and **Xxxxx** **Xxxxxxx** (Class A Contractor, License # **999999999**), hereinafter referred to as the "Contractor." This agreement is binding upon, and inures to the benefit of, the parties named above and their respective successors and assigns.

For and in consideration of mutual covenants expressed herein and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

TOWN AGREES

1. To provide a matching deferred loan of **\$15,000.00** for a five-year term to the Owner of the business property at **xxx Xxxx Xxxx Street** within the Front Royal Downtown Revitalization Project Area for the work outlined in the attached Design/Scope of Work by Frazier Associates dated **Xxxx xx, 2019**.
2. To assist the Project Area Owner with architectural design assistance and review at no cost to the Owner and assistance with submitting an application.
3. To review the bids secured by the Town for the proposed work.
4. To issue a written "Notice to Proceed" to the Contractor within thirty (30) calendar days from the date of execution of this contract.
5. To review each change order which may become necessary during the commercial property exterior improvement work.
6. To approve and issue up to two payments to the Contractor upon the satisfactory completion and inspection of 50% of the work and upon completion and final inspection of 100% of the work and receipt of required Labor Standards and Equal Opportunity forms from the contractor, subject to a 5% retainage.
7. To release the property lien at the end of five (5) years following completion of the facade improvements: (a) if the Owner completed the improvements in accordance with program guidelines provided by the Town and has done so within six (6) months of receiving the deferred loan; (b) if the Owner of the building at the time of the loan approval retains ownership of the improved property during the five (5) year period; and (c) if the building to be improved has a current tenant operating a business or is occupied by a business within one (1) year after the improvements are completed.

OWNER AGREES

1. To submit an application to the Town identifying the building proposed for rehabilitation, the Owner(s), photographs, sketches, and other documentation as may be required for developing an improvement Design and Scope of Work.
2. To accept and utilize the preliminary architectural services as deemed appropriate and provided by the Town to the Owner for purposes of establishing a definitive, mutually agreeable Design/Scope of Work consistent with program objectives.
3. To provide evidence of property ownership and documentation of adequate all-hazard insurance coverage.
4. To use Owner's capital to finance and undertake, at a minimum, an equal dollar value of improvements to the rehabilitated property equivalent to the approved deferred loan amount (100% match) or provide documentation and receipt of expenditures for eligible improvements made by the owner as matching rehabilitation work.
5. To be responsible for any amount related to this contract over and above the deferred loan amount of **\$15,000.00**, an amount equal to **\$5,000.00**. The Owner will need to provide this money to the Town to be deposited and held in a special account at the closing for the deferred loan. The total amount of this contract is **\$20,000** for work to be performed at **xxx Xxxx Xxxx Street**.
6. To provide the Contractor access to his/her property during the construction period from 8:00 A.M. to 5:00 P.M. weekdays. If the Project Manager deems the Owner or tenant is unreasonably restricting the Contractor's access to the property, the Owner is subject to liability to the Town for the cost of all partially completed construction.
8. To bear full responsibility to the Contractor for total cost of the project and permit him to use, at no cost, available utilities necessary for the completion of his work.
9. To take reasonable precautions to protect his or her tenant's personal property, such as furniture, during the course of work.
10. To allow representatives of the Town and the Virginia Department of Housing and Community Development the opportunity to inspect the property during reasonable hours for the purpose of determining whether or not the rehabilitation work is being accomplished as specified.
11. That, in the event a natural disaster or fire should damage or destroy the building situated on the property, the Town has the option to cancel this agreement.
12. That material and equipment removed or replaced under this contract becomes the property of the Contractor and will be removed from the site. This does not apply to furniture and personal property stored temporarily for the Owner or tenant, or to an attached list of items specified to remain the property of the Owner.

13. To present all required change orders related to the commercial exterior improvements to the Town for review and approval prior to Contractor authorization to proceed.
14. To complete the commercial exterior improvements in accordance with Town program guidelines within six (6) months following loan approval by the Town.
15. To execute, in conjunction with this Contract, a note secured by a deed of trust upon the property being rehabilitated, with repayment of the note subject to credits in the form of write-offs over a five-year term.
16. To retain ownership of the building during a five (5) year period; or if the Owner should sell the improved property within the five (5) year period, the balance on the note will become due and payable on a pro-rated basis (20% forgiven per year).
17. To retain a tenant operating a current business in the improved building; or if the application is approved for renovation of unoccupied structure, to secure a tenant within one (1) year after the improvements are made; otherwise 0 percent (0%) of the deferred loan will be forgiven for that year and any subsequent years of vacancy.
18. TO MAINTAIN, WITH NO CHANGES, THE IMPROVEMENTS FOR FIVE YEARS.
19. To hold harmless the Town of Front Royal and its individual employees and consultants in the event of property damage or physical injury as a result of work performed on the project.

CONTRACTOR AGREES

1. To perform the work outlined in the attached Design/Scope of Work and agreed upon by the Owner and the Town in this contract diligently and in a good workmanlike manner, using the materials specified or materials of equal quality and in compliance with local and state building codes. The work start date is scheduled for [REDACTED], 2019 with satisfactory work completion date on or before [REDACTED], 2019. A time extension of up to thirty (30) days may be granted by the Town for extraordinary conditions beyond the control of the Contractor.
2. To obtain a building permit from the County of Warren and any other permits or certificates that may be required in the completion of this work at his own expense, and the work being done or any part thereof shall not be deemed complete until same has been accepted by the Owner and the Town.
3. To request all inspections as required by state and local building codes from the Town's building inspector.

4. To indemnify and hold harmless and defend the Owner, the Town of Front Royal, the Virginia Department of Housing and Community Development, their agents and employees from and against any and all claims for injuries or damages to persons or property of whatsoever kind of character asserted or arising out of this contract of the work to be performed hereunder. The Contractor assumes all liability and responsibility for injuries and claims for suits of damage occurring during the time the work is being performed and arising out of performance of same. The Contractor has provided proof of insurance in the amounts of \$100,000 property damage and \$300,000 personal liability coverage.
5. To submit to the Town a Monthly Register of Contractors, Subcontractors, and Suppliers reporting procurements over \$1,000 in the month of the occurrence.
6. To submit to the Town a Register of Assigned Employees listing the workforce prior to start of construction and providing updates throughout the construction to show new hires and modifications.
7. To provide weekly payrolls, Employee Certifications, and Statement of Compliance which will be provided by the Town and will list all employees working on said project and submit the payrolls within seven (7) working days following the end of the previous pay period.
8. To comply with the Davis-Bacon Act by paying employees no less than prevailing wages per the federal wage decision that is applicable to this project and provided to the Contractor by the Town and make a request for additional classifications, as needed, to the Town for it to forward to the Department of Labor.
9. To, upon completion of the work and prior to the time of final payment, furnish a "Certification of Completion and Release of Liens" stating that all work is complete and all charges for material and any other expenses incurred by the Contractor pertaining to the execution of this contract have been paid or waived in full to the end that no liens of any kind of character (save and except those between the parties hereto) may be affixed against the above described property.
10. To guarantee the improvements, both materials and workmanship herein provided for one (1) year (save and except those materials which have a longer warranty which then takes precedence from the date of the "Final Inspection Report") for all work required by this contract. Should any defects appear within the specified period, the same shall be corrected by the Contractor at his expense within one (1) month of notification. Further, the Contractor shall furnish the Town written notification of defect and remedial action taken.

FEDERAL REQUIREMENTS

1. All parties to this contract hereby agree to comply with the provisions of Title VI of the Civil Rights Act of 1964 (Public Law 88-352) which provides: that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be receiving

federal financial assistance.

2. When this contract exceeds \$10,000.00 all parties hereby agree to comply with the provisions of Executive Order 11246 which provided: that contractors and sub-contractors take affirmative action to ensure fair treatment in employment, upgrading, demotion, layoff, or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
3. All parties to this contract hereby agree to comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968 which provides: that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the project area.
4. All parties to this contract hereby agree to comply with the following concerning procurement: "Pursuant to the Provision of 24 CFR Part 85 and Section 3 of the Housing and Urban Development Act of 1968, in procuring supplies, equipment, construction and services, the CONTRACTOR and all SUB-CONTRACTORS will contact those appropriate project area minority-and female-owned firms provided by the PUBLIC BODY on its solicitation list and provide such firms reasonable opportunities to compete for procurement Contracts".
5. All parties to this contract hereby agree to comply with the following concerning the Lead-Based Paint Poisoning Prevention Act – Public Law 91-695, 84 Stat. 2068 as amended by Public Law 93-151 and Public Law 94-317 (42 U.S.C. 4801):
 - (i) “As pursuant to the Lead-Based Paint Poisoning Prevention Act, as amended, the CONTRACTOR and SUBCONTRACTORS shall not use lead-based paint in residential structures and shall eliminate any lead-based paint hazards in residential structures rehabilitated.”
 - (ii) The governing body shall be responsible for inspection certifications and preparing specifications to eliminate identified lead-based paint under CFR Section 35.24.

Attachments: Design / Work Write-Up
Notice of Right to Cancel
Truth-in-Lending Disclosure Statement
Acknowledgement of Receipt of ECOA Notices & Disclosures
Federal Contract Inserts

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, including the adopting of the type word and characters (SEAL) as their seal, the day and the year first above written.

Town of Front Royal by:

_____ Town (Print)

Signature (SEAL)

For the Contractor by:

_____ Contractor (Print)

Signature (SEAL)

**COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, to-wit:**

The foregoing instrument was executed in my presence by:

_____ (Owner/Officer)

_____ (Town)

_____ (Contractor)

Subscribed and sworn to before me this _____ day of _____, 2018.

Signature: _____
Notary Public

My Commission Expires: _____ My Registration Number Is: _____

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, including the adopting of the type word and characters (SEAL) as their seal, the day and the year first above written.

_____ Owner (Print) _____ Owner (Print)

By:

By:

_____ Officer (Print) _____ Officer (Print)

Signature (SEAL)

Signature (SEAL)

STATE OF TENNESSEE

COUNTY OF , to-wit:

The foregoing instrument was executed in my presence by:

_____ (Owner/Officer)

_____ (Town)

_____ (Contractor)

Subscribed and sworn to before me this _____ day of _____, 2018.

Signature: _____

Notary Public

My Commission Expires: _____ My Registration Number Is: _____

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Town of Front Royal, Virginia Council Agenda Statement

Page 1
Item No. 10

Meeting Date: September 23, 2019

Agenda Item: COUNCIL APPROVAL – Advertise for a public hearing on changing the tap fees and installation cost in Town Code Chapter 134 Connection fees.

Summary: Council is requested to advertise for a public hearing for changes in Town code Chapter 134 Connection fees for residential premises, up to and including one inch, the total of water and sewer tap fees is \$10,000 combined, including installation. Above one inch for residential, the tap fees are the same for residential as for non-residential, and the installation is the same for both.

Budget/Funding: N/A

Attachments: Town Code Section 134-22, 134-22.3, 134-30, 134-31, 134-31.1, & 134-32

Meetings: Work Session held September 9, 2019 and September 16, 2019

Staff Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council authorize staff to advertise for a public hearing to change tap fees and installation in Town Code Section 134 Connection fees 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

VERSION 2

134-22 CONNECTION FEES

FIRST: NON-RESIDENTIAL PREMISES:

A. The connection charge for sewer service to non-residential premises, independent of and in addition to installation costs, will be based on the size of the water meter for water entering the premises from which a sewer connection exits, according to the following:

(Ord. No. 22-05 Amended 9-26-05-Effective Upon Passage)

1. Sewer tap served by three-fourths-inch water meter: nine thousand seven hundred fifty dollars (\$9,750.00) each.

(Ord. No. 22-05 Added 9-26-05-Effective Upon Passage ; Ord. No. 3-11 Amended 1-24-11-Effective 2-1-11)

(Ord. No. 9-11 Amended 5-23-11-Effective 7-1-11)

2. Sewer tap served by one-inch water meter: twenty-one thousand nine hundred thirty-eight dollars (\$21,938.00) each.

(Ord. No. 22-05 Added 9-26-05-Effective Upon Passage ; Ord. No. 3-11 Amended 1-24-11-Effective 2-1-11)

(Ord. No. 9-11 Amended 5-23-11-Effective 7-1-11)

3. Sewer tap served by one and one-half-inch water meter: fifty thousand seven hundred dollars (\$50,700.00) each.

(Ord. No. 22-05 Added 9-26-05-Effective Upon Passage ; Ord. No. 3-11 Amended 1-24-11-Effective 2-1-11)

(Ord. No. 9-11 Amended 5-23-11-Effective 7-1-11 ; Amended 6-10-13-Effective 7-1-13)

4. Sewer tap served by two-inch water meter: seventy-nine thousand nine hundred fifty dollars (\$79,950.00) each.

(Ord. No. 22-05 Added 9-26-05-Effective Upon Passage ; Ord. No. 3-11 Amended 1-24-11-Effective 2-1-11)

(Ord. No. 9-11 Amended 5-23-11-Effective 7-1-11 ; Amended 6-10-13-Effective 7-1-13)

5. Sewer tap served by three-inch water meter: one hundred fifty-seven thousand nine hundred fifty dollars (\$157,950.00) each.

(Ord. No. 22-05 Added 9-26-05-Effective Upon Passage ; Ord. No. 3-11 Amended 1-24-11-Effective 2-1-11)

(Ord. No. 9-11 Amended 5-23-11-Effective 7-1-11 ; Amended 6-10-13-Effective 7-1-13)

6. Sewer tap served by four-inch water meter: two hundred four-five thousand seven hundred dollars (245,700.00) each.

(Ord. No. 3-88 Amended 6-27-88-Effective 7-1-88 ; Ord. No. 19-90 Amended 6-24-90-Effective-9-24-90)

(Ord. No. 16-91 Amended 6-24-91-Effective 7-1-91; Ord. No. 13-04 Amended 11-8-04-Eff. Upon Pass.)

(Ord. No. 22-05 Amended 9-26-05-Eff. Upon Pas ; Ord. No. 3-11 Amended 1-24-11 Effective 2-1-11)

(Ord. No. 9-11 Amended 5-23-11-Effective 7-1-11 ; Amended 6-10-13-Effective 7-1-13)

7. Sewer tap served by six-inch water meter: four hundred eight-nine thousand four hundred fifty dollars (\$489,450.00) each.

(Ord. No. 3-88 Amended 6-27-88-Effective 7-1-88 ; Ord. No. 19-90 Amended 6-24-90-Effective-9-24-90)

(Ord. No. 16-91 Amended 6-24-91-Effective 7-1-91; Ord. No. 13-04 Amended 11-8-04-Eff. Upon Pass.)

(Ord. No. 22-05 Amended 9-26-05-Eff. Upon Pas ; Ord. No. 3-11 Amended 1-24-11 Effective 2-1-11)

(Ord. No. 9-11 Amended 5-23-11-Effective 7-1-11 ; Amended 6-10-13-Effective 7-1-13)

8. Sewer tap served by eight-inch water meter: seven hundred eighty-one thousand nine hundred fifty dollars (\$781,950.00) each.

(Ord. No. 3-88 Amended 6-27-88-Effective 7-1-88 ; Ord. No. 19-90 Amended 6-24-90-Effective-9-24-90)

(Ord. No. 16-91 Amended 6-24-91-Effective 7-1-91; Ord. No. 13-04 Amended 11-8-04-Eff. Upon Pass.)

(Ord. No. 22-05 Amended 9-26-05-Eff. Upon Pas ; Ord. No. 3-11 Amended 1-24-11 Effective 2-1-11)

(Ord. No. 9-11 Amended 5-23-11-Effective 7-1-11 ; Amended 6-10-13-Effective 7-1-13)

9. Sewer tap served by ten-inch water meter: one million nine hundred twenty-three thousand two hundred dollars (\$1,123,200.00) each.

(Ord. No. 22-05 Added 9-26-05-Effective Upon Passage) (Ord. No. 3-11 Amended 1-24-11-Effective 2-1-11 ;

Ord. No. 9-11 Amended 5-23-11-Effective 7-1-11)

(Amended 6-10-13-Effective 7-1-13)

10. Sewer tap served by twelve-inch water meter: one million four hundred sixty-four thousand four hundred fifty dollars (\$1,464,450.00) each.

(Ord. No. 22-05 Added 9-26-05-Effective Upon Passage ; Ord. No. 3-11 Amended 1-24-11-Effective 2-1-11) (Ord. No. 9-11 Amended 5-23-11-Effective 7-1-11 ; Amended 6-10-13-Effective 7-1-13)

B. The above standard fee schedule charges shall apply to apartments, houses, condominiums, commercial buildings and hostels.

C. For purposes of this fee schedule, the following terms shall have the meanings indicated:

APARTMENT UNIT - A single-dwelling unit in a multiple-unit structure which is occupied on a rental basis.

CONDOMINIUM - A single-dwelling unit in a multiple-unit structure which is occupied on an ownership basis.

UNIT - Any single place of residence, any single place of business or any single hostelry room.

D. The standard fee schedule shall apply to the first unit of any structure. The standard fee schedule charges shall apply to each condominium unit.

E. The charges for apartments, condominium units and trailers will be two thousand three hundred four dollars (\$2,304.00) for sewer service for each unit after the first unit.

(Ord. No. 16-91 Amended 6-24-91-Effective 7-1-91 ; Ord. No. 13-04 Amended 11-8-04-Eff. Upon Passage) (Amended 6-10-13-Effective 7-1-13)

F. In the event that any multiple-unit complex which initially qualifies for the reduced rates for additional apartment units shall convert such units from a rental basis to an ownership basis, then, at the time of such conversion, the standard fee schedule charges shall be assessed against each single unit that is so converted.

G. Commercial and industrial buildings; hotels, motels, inns and other lodging facilities; dormitories; and nursing care facilities with central dining areas will be charged according to the standard fee schedule charges for each sewer tap made, with an additional charge of three hundred seventy-five dollars (\$375.00) for each water closet.

Single-family and two-family residential dwellings will be charged according to the standard fee schedule charges for each sewer tap made, with additional charge of four hundred eighty-two dollars (\$482.00) for each dwelling unit.

(Ord. No. 16-91 Amended (G) 6-24-91-Effective 7-1-91 ; Ord. No. 10-95 Repealed (G) 9-11-95-Eff. Upon Pas) (Ord. No. 1-96 Added (G) 3-11-96-Eff Upon Pass ; (Ord. No. 13-04 Amended (G) 11-8-04-Eff Upon Pas) (Amended 6-10-13-Effective 7-1-13)

H. Notwithstanding the provisions of Section 134-22A, E and G, the connection charges for sewer service provided to structures and facilities which were existing as of May 20, 1991, in the following annexed areas of the Town of Front Royal shall be frozen at rates in effect on the date of May 20, 1991, to wit:

1. The annexed area incorporated into the Town of Front Royal by order of the Annexation Court, effective December 31, 1976, as shown by the plat of record in the annexation file of record in the office of the Clerk of the Circuit Court of Warren County.

2. The annexed area incorporated into the Town of Front Royal by order of the Annexation Court, effective December 31, 1978, as shown by the plat of record in the annexation file of record in the office of the Clerk of the Circuit Court of Warren County.

(Ord. No. 20-91 Added (J)(1-2) 7-22-91-Effective Upon Passage ;

(Ord. No. 9-94 Re-lettered as (H)(1-2) 10-24-94-Effective Upon Passage)

I. All connection fees for sewer services furnished outside of the limits of the Town of Front Royal will be one hundred percent (100%) more than the in-town rates as provided in Section 134-22, Subsections A through H.

(Ord. No. 12-95 Added (I) 12-18-95-Effective Upon Passage)

J. No connection fee for sewer service shall be accepted by the Town of Front Royal prior to the issuance of a zoning permit and the approval of a building permit application for building development or conversion upon the lot or parcel of land to be served. This provision shall not apply when the lot or parcel of land to be served has an existing structure approved for occupancy.

(Ord. No. 4-92 Amended Entire Section 4-27-92-Effective Upon Passage)

(Ord. No. 1-00 Added (J) 1-10-2000-Effective Upon Passage)

SECOND: RESIDENTIAL PREMISES:

A. The connection charge for non-commercial residential premises, including residential apartments, houses, condominiums, and hostels, but excluding hotels and motels, will be based on the size of the water meter for water entering the premises from which a sewer connection exits, according to the following:

1. Sewer tap served by up to and including one-inch water meter: five thousand dollars (\$5,000.00) each, including installation costs, which installation costs shall be borne by the Town of Front Royal,
2. Sewer tap served by larger than one-inch and larger water meter: For sewer taps served by larger than one-inch and larger water meter, the connection charge shall be the same as the corresponding connection charge as for the same sized sewer tap served by the same sized water meter for non-residential premises. Installation for residential premises for sewer taps served by larger than one-inch and larger water meters shall be in accordance with Section 134-22.3.A., "FIRST: NON-RESIDENTIAL PREMISES".

134-22.3 SANITARY SEWER CONNECTIONS; FURNISHING AND REPAIR

FIRST: NON-RESIDENTIAL PREMISES:

A. Upon appropriate payment of the connection charge as provided in Section 134-22, the Town shall, at its option, may provide, furnish and install the following services, material, labor and equipment. Incurred costs for said services, material, labor and equipment shall be borne and paid for by the property owner.

1. The actual connection into the existing sanitary sewer line and connection with the customer's lateral sewer line.
2. All connection fittings, valves and sleeves.
3. The stub to the customer's property line for the customer's connection.
4. Necessary repairs to any existing sidewalk, pavement, landscaping or lawn caused by the town's sanitary sewer line connection measures.

B. The customer shall be responsible for all costs of the materials and installation of the equipment described in this Section. Upon the request of a customer for service, the Town shall prepare an estimate of the cost of all materials and installation of the meters and connections and all appurtenances to be installed and shall collect the amount from the customer prior to installation. In the event the final charge exceeds or is less than the estimate and payment, an additional billing or refund, respectively, shall be made by the Town. Failure of the customer to pay the additional charge within thirty (30) days may result in disconnection of the service until paid in full, including any reconnection and administrative fee.

C. The Town shall be responsible for the cost of maintenance, repair and/or replacement to the above-stated sanitary sewer line connection, materials and equipment. The Town shall not be responsible for the cost of repair, maintenance and/or replacement of any sewer lines, material or equipment located on the customer's property.

D. The customer shall have the option to provide, furnish and install the sanitary sewer connection at his cost and only upon prior written approval by the Town.

E. Subsection A shall not apply in the case of subdividers or developers required to install like improvements under the Town's Subdivision Ordinance (Chapter 148, Subdivision and Land Development). In such cases the town shall have no repair responsibility under Subsection B until and unless said improvements have been dedicated to and accepted by the Town.

(Ord. No. 3-94 Added Entire Section (A-C) 1-10-94)

(Ord. No. 22-05 Amended Entire Section (A-E) 9-26-05-Effective Upon Passage)

SECOND: RESIDENTIAL PREMISES SERVED BY UP TO AND INCLUDING ONE INCH WATER METERS:

A. Upon appropriate payment of the connection charge as provided in Section 134-22, for non-commercial residential premises, including residential apartments, houses, condominiums, and hostels, but excluding hotels and motels, the Town shall, at its expense, provide, furnish and install the following services, material, labor and equipment.

1. The actual connection into the existing sanitary sewer line and connection with the customer's lateral sewer line.

2. All connection fittings, valves and sleeves.

3. The stub to the customer's property line for the customer's connection.

4. Necessary repairs to any existing sidewalk, pavement, landscaping or lawn caused by the town's sanitary sewer line connection measures.

B. The Town shall be responsible for the cost of maintenance, repair and/or replacement to the above-stated sanitary sewer line connection, materials and equipment. The Town shall not be responsible for the cost of repair, maintenance and/or replacement of any sewer lines, material or equipment located on the customer's property.

C. The customer shall have the option to provide, furnish and install the sanitary sewer connection at his cost and only upon prior written approval by the Town.

E. Subsection A shall not apply in the case of subdividers or developers required to install like improvements under the Town's Subdivision Ordinance (Chapter 148, Subdivision and Land Development). In such cases the town shall have no repair responsibility under Subsection B until and unless said improvements have been dedicated to and accepted by the Town.

**PROVISIONS APPLICABLE PARTICULARLY TO WATER
134-30 CONNECTION CHARGE ESTABLISHED**

FIRST: NON-RESIDENTIAL PREMISES:

A. Connection charge for water service to non-residential premises, independent of and in addition to installation costs, will be based on meter size and service line size. The larger size will dictate the fee in conjunction with the following schedule:

(Ord. No. 3-02 Amended 1-28-02-Effective Upon Passage ; Ord. No. 22-05 Amended 9-26-05-Eff Upon Pass)

1. Three-fourths-inch water tap: four thousand three hundred forty dollars (\$4,340.00) each.

(Ord. No. 5-88 Amended 6-27-88-Effective 7-1-88 ; Ord. No. 7-90 Amended 6-29-90-Effective Upon Passage)

(Ord. No. 17-91 Amended 6-24-91-Effective 7-1-91 ; Ord. No. 14-04 Amended 11-8-04-Effective Upon Passage)

(Ord. No. 3-11 Amended 1-24-11-Effective 2-1-11 ; Ord. No. 9-11 Amended 5-23-11-Effective 7-1-11)

2. One-inch water tap: eight thousand eight hundred sixteen dollars (\$8,816.00) each.

(Ord. No. 5-88 Amended 6-27-88-Effective 7-1-88 ; Ord. No. 20-90 Amended 9-24-90-Effective 9-21-90)

(Ord. No. 17-91 Amended 6-24-91-Effective 7-1-91 ; Ord. No. 14-04 Amended 11-8-04-Eff Upon Passage)

(Ord. No. 3-11 Amended 1-24-11-Effective 2-1-11 ; Ord. No. 9-11 Amended 5-23-11-Effective 7-1-11)

3. One and one-half-inch water tap: twenty thousand one hundred dollars (\$20,100.00) each.

(Ord. No. 5-88 Amended 6-27-88-Effective 7-1-88 ; Ord. No. 20-90 Amended 9-24-90-Effective 9-21-90)
(Ord. No. 17-91 Amended 6-24-91-Effective 7-1-91 ;(Ord. No. 14-04 Amended 11-8-04-Eff Upon Passage)
(Ord. No. 3-11 Amended 1-24-11-Effective 2-1-11 ; Ord. No. 9-11 Amended 5-23-11-Effective 7-1-11)
(Amended 6-10-13-Effective 7-1-13)

4. Two-inch water tap: thirty-one thousand one hundred fifty-four dollars (\$31,154.00) each.
(Ord. No. 5-88 Amended 6-27-88-Effective 7-1-88 ; Ord. No. 20-90 Amended 9-24-90-Effective 9-21-90)
(Ord. No. 17-91 Amended 6-24-91-Effective 7-1-91 ; Ord. No. 14-04 Amended 11-8-04-Eff Upon Passage)
(Ord. No. 3-11 Amended 1-24-11-Effective 2-1-11 ; Ord. No. 9-11 Amended 5-23-11-Effective 7-1-11)
(Amended 6-10-13-Effective 7-1-13)

5. Three-inch water tap: sixty thousand six hundred thirty-four dollars (\$60,634.00) each.
(Ord. No. 4-2000 Added 4-10-00-Effective Upon Passage ; Ord. No. 14-04 Amended 11-8-04-Eff Upon Pass)
(Ord. No. 3-11 Amended 1-24-11-Effective 2-1-11 ; Ord. No. 9-11 Amended 5-23-11-Effective 7-1-11)
(Amended 6-10-13-Effective 7-1-13)

6. Four-inch water tap: ninety-three thousand seven hundred ninety-eight dollars (\$93,798.00) each.
(Ord. No. 5-88 Amended 6-27-88-Effective 7-1-88 ; Ord. No. 20-90 Amended 9-24-90-Effective 9-21-90)
(Ord. No. 17-91 Amended 6-24-91-Effective 7-1-91 ; Ord. No. 14-04 Amended 11-8-04-Eff Upon Passage)
(Ord. No. 3-11 Amended 1-24-11-Effective 2-1-11 ; Ord. No. 9-11 Amended 5-23-11-Effective 7-1-11)
(Amended 6-10-13-Effective 7-1-13)

7. Six-inch water tap: one hundred eighty-five thousand nine hundred twenty-two dollars (\$185,922.00) each.
(Ord. No. 20-90 Added 9-24-90-Effective 9-21-90 ; Ord. No. 17-91 Amended 6-24-91-Effective 7-1-91)
(Ord. No. 4-2000 Amended 4-10-00-Effective Upon Passage ; Ord. No. 14-04 Amended 11-8-04-Eff Upon Pas)
(Ord. No. 3-11 Amended 1-24-11-Effective 2-1-11 ; Ord. No. 9-11 Amended 5-23-11-Effective 7-1-11)
(Amended 6-10-13-Effective 7-1-13)

8. Eight-inch water tap: two hundred ninety-six thousand four hundred sixty-nine dollars (\$296,469.00) each.
(Ord. No. 5-88 Amended 6-27-88-Effective 7-1-88 ; Ord. No. 20-90 Amended 9-24-90-Effective 9-21-90)
(Ord. No. 17-91 Amended 6-24-91-Effective 7-1-91 ; Ord. No. 14-04 Amended 11-8-04-Eff Upon Passage)
(Ord. No. 3-11 Amended 1-24-11-Effective 2-1-11 ; Ord. No. 9-11 Amended 5-23-11-Effective 7-1-11)
(Amended 6-10-13-Effective 7-1-13)

9. Ten-inch water tap: four hundred twenty-five thousand four hundred forty-two dollars (\$425,442.00) each.
(Ord. No. 1-96 Added 3-11-96-Effective Upon Passage ; Ord. No. 14-04 Amended 11-8-04-Eff Upon Passage)
(Ord. No. 3-11 Amended 1-24-11-Effective 2-1-11 ; Ord. No. 9-11 Amended 5-23-11-Effective 7-1-11)
(Amended 6-10-13-Effective 7-1-13)

10. Twelve-Inch water tap: five hundred fifty-four thousand four hundred fifteen dollars (\$554,415.00) each.
(Ord. No. 1-96 Added 3-11-96-Effective Upon Passage ; Ord. No. 14-04 Amended 11-8-04-Eff Upon Passage)
(Ord. No. 3-11 Amended 1-24-11-Effective 2-1-11 ; Ord. No. 9-11 Amended 5-23-11-Effective 7-1-11)
(Amended 6-10-13-Effective 7-1-13)

B. The connection charge for water service exclusively used for fire-suppression systems will be based on the line size, according to the following fee schedule:

1. Three-inch line or smaller: two thousand one hundred twenty-four dollars (\$2,124.00), plus thirty-nine dollars and sixty-seven cents (\$39.67) per month.
(Ord. No. 17-91 Amended 6-24-91-Effective 7-1-91 ; Ord. No. 1-96 Amended 3-11-96-Effective Upon Passage)
(Ord. No. 12-99 Amended 6-14-99-Effective Upon Passage ; Ord. No. 4-2000 Amended 4-10-00-Eff Upon Pas)
(Ord. No. 14-04 Amended 11-8-04-Effective Upon Passage ; Ord. No. 3-11 Amended 1-24-11-Effective 2-1-11)
(Ord. No. 9-11 Amended 5-23-11-Effective 7-1-11 ; Amended 6-10-13-Effective 7-1-13)
(Amended 6-9-14-Effective 7-1-14)

2. Four-inch line: four thousand two hundred forty-eight dollars (\$4,248.00), plus seventy-nine dollars and thirty-two cents (\$79.32) per month.
(Ord. No. 17-91 Amended 6-24-91-Effective 7-1-91 ; Ord. No. 1-96 Amended 3-11-96-Effective Upon Passage)
(Ord. No. 12-99 Amended 6-14-99-Effective Upon Passage ; Ord. No. 4-2000 Amended 4-10-00-Eff Upon Pas)

(Ord. No. 14-04 Amended 11-8-04-Effective Upon Passage ; Ord. No. 3-11 Amended 1-24-11-Effective 2-1-11)
(Ord. No. 9-11 Amended 5-23-11-Effective 7-1-11 ; Amended 6-10-13-Effective 7-1-13)
(Amended 6-9-14-Effective 7-1-14)

3. Six-inch line: eight thousand four hundred ninety-five dollars (\$8,495.00), plus one hundred sixty-one dollars and forty-nine cents (\$161.49) per month.

(Ord. No. 17-91 Amended 6-24-91-Effective 7-1-91 ; Ord. No. 1-96 Amended 3-11-96-Effective Upon Passage)
(Ord. No. 12-99 Amended 6-14-99-Effective Upon Passage ; Ord. No. 4-2000 Amended 4-10-00-Eff Upon Pas)
(Ord. No. 14-04 Amended 11-8-04-Effective Upon Passage ; Ord. No. 3-11 Amended 1-24-11-Effective 2-1-11)
(Ord. No. 9-11 Amended 5-23-11-Effective 7-1-11 ; Amended 6-10-13-Effective 7-1-13)
(Amended 6-9-14-Effective 7-1-14)

4. Eight-inch line: twelve thousand seven hundred forty-three dollars (\$12,743.00), plus two hundred forty dollars and eighty cents (\$240.80) per month.

(Ord. No. 17-91 Amended 6-24-91-Effective 7-1-91 ; Ord. No. 1-96 Amended 3-11-96-Effective Upon Passage)
(Ord. No. 12-99 Amended 6-14-99-Effective Upon Passage ; Ord. No. 4-2000 Amended 4-10-00-Eff Upon Pas)
(Ord. No. 14-04 Amended 11-8-04-Effective Upon Passage ; Ord. No. 3-11 Amended 1-24-11-Effective 2-1-11)
(Ord. No. 9-11 Amended 5-23-11-Effective 7-1-11 ; Amended 6-10-13-Effective 7-1-13)
(Amended 6-9-14-Effective 7-1-14)

5. Ten-inch line: sixteen thousand nine hundred ninety-one dollars (\$16,991.00), plus three hundred twenty dollars and fourteen cents (\$320.14) per month.

(Ord. No. 1-96 Added 3-11-96-Effective Upon Passage ; Ord. No. 12-99 Amended 6-14-99-Eff Upon Passage)
(Ord. No. 4-2000 Amended 4-10-00-Effective Upon Passage ; Ord. No. 14-04 Amended 11-8-04-Eff Upon Pas)
(Ord. No. 3-11 Amended 1-24-11-Effective 2-1-11 ; Ord. No. 9-11 Amended 5-23-11-Effective 7-1-11)
(Amended 6-10-13-Effective 7-1-13 ; Amended 6-9-14-Effective 7-1-14)

6. Twelve-inch line: twenty-one thousand two hundred forty dollars (\$21,240.00), plus three hundred ninety-nine dollars and forty-eight cents (\$399.48) per month.

(Ord. No. 1-96 Added 3-11-96-Effective Upon Passage ; Ord. No. 12-99 Amended 6-14-99-Eff Upon Passage)
(Ord. No. 4-2000 Amended 4-10-00-Effective Upon Passage ; Ord. No. 14-04 Amended 11-8-04-Eff Upon Pas)
(Ord. No. 3-11 Amended 1-24-11-Effective 2-1-11 ; Ord. No. 9-11 Amended 5-23-11-Effective 7-1-11)
(Amended 6-10-13-Effective 7-1-13 ; Amended 6-9-14-Effective 7-1-14)

C. The above standard fee schedule charges shall apply to apartments, houses, condominiums, commercial buildings and hostels.

D. For the purpose of this fee schedule, the following terms shall have the meanings indicated:

APARTMENT UNIT - A single dwelling unit in a multiple-unit structure which is occupied on a rental basis.

CONDOMINIUM - A single dwelling unit in a multiple-unit structure which is occupied on an ownership basis.

UNIT - Any single place of residence, any single place of business or any single hostelry room.

E. The standard fee schedule shall apply to the first unit of any structure. These standard fee schedule charges shall apply to each condominium unit.

F. The charges for apartments, condominium units and trailers will be two thousand three hundred seventy-one dollars (\$2,371.00) for water service for each unit after the first unit.

(Ord. No. 17-91 Amended 6-24-91-Effective 7-1-91 ; Ord. No. 1-96 Amended 3-11-96-Effective Upon Passage)
(Ord. No. 14-04 Amended 11-8-04-Effective Upon Passage ; Amended 6-10-13-Effective 7-1-13)

G. (RESERVED)

H. Commercial and industrial buildings; hotels, motels, inns and other lodging facilities; dormitories; and nursing-care facilities with central dining areas will be charged according to the standard fee schedule charges for each water tap made, with an additional charge of three hundred eighty-seven dollars (\$387.00) for each water closet.

Single-family and two-family residential dwellings will be charged according to the standard fee schedule charges for each water tap made, with an additional charge of four hundred ninety-six dollars (\$496.00) for each dwelling unit.

(Ord. No. 17-91 Amended (H) 6-24-91-Effective 7-1-91 ; Ord. No. 10-95 Repealed (H) 9-11-95-Eff Upon Pass)

(Ord. No. 1-96 Added (H) 3-11-96-Effective Upon Passage

(Ord. No. 14-04 Amended (H) 11-8-04-Effective Upon Passage ; Amended 6-10-13-Effective 7-1-13)

I. There will be an additional monthly charge for each water meter exceeding one (1) inch in size according to the following fee schedule:

1. One-and-one-fourth inch meter: seventeen dollars and thirty-five cents (\$17.35) per month.

(Ord. No. 17-91 Amended 6-24-91-Effective 7-1-91 ; Ord. No. 3-95 Amended 6-12-95-Effective Upon Passage)

(Ord. No. 11-99 Amended 6-14-99-Effective Upon Passage ; Ord. No. 14-04 Amended 11-8-04-Eff Upon Pass)

(Ord. No. 3-11 Amended 1-24-11-Effective 2-1-11 ; Ord. No. 9-11 Amended 5-23-11-Effective 7-11-11)

(Amended 6-10-13-Effective 7-1-13 ; Amended 6-9-14-Effective 7-1-14)

2. One-and-one-half inch meter: twenty-three dollars and twenty-eight cents (\$23.28) per month.

(Ord. No. 17-91 Amended 6-24-91-Effective 7-1-91 ; Ord. No. 3-95 Amended 6-12-95-Effective Upon Passage)

(Ord. No. 11-99 Amended 6-14-99-Effective Upon Passage ; Ord. No. 14-04 Amended 11-8-04-Eff Upon Pass)

(Ord. No. 3-11 Amended 1-24-11-Effective 2-1-11 ; Ord. No. 9-11 Amended 5-23-11-Effective 7-11-11)

(Amended 6-10-13-Effective 7-1-13 ; Amended 6-9-14-Effective 7-1-14)

3. Two-inch meter: fifty-five dollars and thirty-one cents (\$55.31) per month.

(Ord. No. 17-91 Amended 6-24-91-Effective 7-1-91 ; Ord. No. 3-95 Amended 6-12-95-Effective Upon Passage)

(Ord. No. 11-99 Amended 6-14-99-Effective Upon Passage ; Ord. No. 14-04 Amended 11-8-04-Eff Upon Pass)

(Ord. No. 3-11 Amended 1-24-11-Effective 2-1-11 ; Ord. No. 9-11 Amended 5-23-11-Effective 7-11-11)

(Amended 6-10-13-Effective 7-1-13 ; Amended 6-9-14-Effective 7-1-14)

4. Three-inch meter: two hundred ninety dollars and seventeen cents (\$290.17) per month.

(Ord. No. 17-91 Amended 6-24-91-Effective 7-1-91 ; Ord. No. 3-95 Amended 6-12-95-Effective Upon Passage)

(Ord. No. 11-99 Amended 6-14-99-Effective Upon Passage ; Ord. No. 14-04 Amended 11-8-04-Eff Upon Pass)

(Ord. No. 3-11 Amended 1-24-11-Effective 2-1-11 ; Ord. No. 9-11 Amended 5-23-11-Effective 7-11-11)

(Amended 6-10-13-Effective 7-1-13 ; Amended 6-9-14-Effective 7-1-14)

5. Four-inch meter: three hundred seventy-seven dollars and twenty-two cents (\$377.22) per month.

(Ord. No. 17-91 Amended 6-24-91-Effective 7-1-91 ; Ord. No. 3-95 Amended 6-12-95-Effective Upon Passage)

(Ord. No. 11-99 Amended 6-14-99-Effective Upon Passage ; Ord. No. 14-04 Amended 11-8-04-Eff Upon Pass)

(Ord. No. 3-11 Amended 1-24-11-Effective 2-1-11 ; Ord. No. 9-11 Amended 5-23-11-Effective 7-11-11)

(Amended 6-10-13-Effective 7-1-13 ; Amended 6-9-14-Effective 7-1-14)

6. Six-inch meter: five hundred eighty dollars and thirty-three cents (\$580.33) per month.

(Ord. No. 17-91 Amended 6-24-91-Effective 7-1-91 ; Ord. No. 3-95 Amended 6-12-95-Effective Upon Passage)

(Ord. No. 11-99 Amended 6-14-99-Effective Upon Passage ; Ord. No. 14-04 Amended 11-8-04-Eff Upon Pass)

(Ord. No. 3-11 Amended 1-24-11-Effective 2-1-11 ; Ord. No. 9-11 Amended 5-23-11-Effective 7-11-11)

(Amended 6-10-13-Effective 7-1-13 ; Amended 6-9-14-Effective 7-1-14)

J. All connection fees for water service furnished outside the limits of the Town of Front Royal will be one hundred percent (100%) more than the in-town rates as provided above. This section shall not apply to property located in the Belmont Subdivision of Warren County served by the water system constructed by the lot owners and subsequently conveyed to the Town of Front Royal.

K. No connection fee for water service shall be accepted by the Town of Front Royal prior to the issuance of a zoning permit and the approval of a building permit application for building development or conversion upon the lot or parcel of land to be served. This provision shall not apply when the lot or parcel of land to be served has an existing structure approved for occupancy.

(Ord. No. 3-90 Added 5-28-90-Effective Upon Passage)

L. Notwithstanding the provisions of Section 134-30A through I, the connection charges for water service provided to structures and facilities which were existing as of May 20, 1991, in the following annexed areas of the Town of Front Royal shall be frozen at the rates in effect on the date of May 20, 1991, as follows:

1. The annexed are incorporated into the Town of Front Royal by order of the Annexation Court, effective December 31, 1976, as shown by the plat of record in the annexation file of record in the office of the Clerk of the Circuit Court of Warren County.

2. The annexed area incorporated into the Town of Front Royal by order of the Annexation Court effective December 31, 1978, as shown by the plat of record in the annexation file of record in the office of the Clerk of the Circuit Court of Warren County.

(Ord. No. 17-91 Added (L) 6-24-91-Effective 7-1-91 ; Ord. No. 19-91 Amended (L) 7-22-91-Eff Upon Passage)

SECOND: RESIDENTIAL PREMISES:

A. The connection charge for water service to residential premises, including residential apartments, houses, condominiums, and hostels, but excluding hotels and motels, including installation costs, which installation costs shall be borne by the Town of Front Royal, will be based on meter size and service line size. The larger size will dictate the fee in conjunction with the following schedule:

1. Three-fourths-inch water tap: four thousand three hundred forty dollars (\$4,340.00) each

2. One-inch water tap: five thousand dollars (\$5,000.00) each.

3. Larger than one-inch and larger tap: For sewer taps served by larger than one-inch and larger water meter, the connection fee shall be the same as the corresponding connection fee as for the same sized water connection tap fee served by the same sized water connection tap fee for non-residential premises. Installation for residential premises for water taps served by larger than one-inch and larger water meters shall be in accordance with Section 134-22.3.A., “FIRST: NON-RESIDENTIAL PREMISES”.

134-31 APPLICATION FOR WATER SUPPLY; WATER SUPPLY SERVICE CONTRACT REQUIRED

All applications for the supply of water must be made at the office of the Town Manager in person or by duly authorized attorney or agent on an application form furnished by the town. The application, when accepted by the town, will constitute a contract between the town and the consumer. It shall be unlawful for any person to use water from the town without having a water service contract.

134-31.1 WATER SERVICE RATES

The monthly rates for water service usage shall be as follows:

A. Base rate, up to three thousand (3,000) gallons per month: nine dollars and ninety-two cents (\$9.92) per month.

(Ord. No. 6-86 Amended 6-9-86-Effective 7-1-86 ; Ord. No. 14-91 Amended 6-10-91-Effective 7-1-9)

(Ord. No. 10-93 Amended 6-14-93-Effective 7-1-93 ; Ord. No. 4-95 Amended 6-12-95-Effective Upon Passage)

(Ord. No. 8-99 Amended 6-14-99-Effective Upon Passage ; Ord. No. 6-10 Amended 6-28-10-Effective 7-1-10)

(Ord. No. 3-11 Amended 2-24-11-Effective 2-1-11 ; Ord. No. 9-11 Amended 5-23-11-Effective 7-11-11)

(Amended 6-10-13-Effective 7-1-13 ; Amended 6-9-14-Effective 7-1-14)

B. All water service usage exceeding three thousand (3,000) gallons per month: eight dollars and fifty-one cents (\$8.51) per month, for each one thousand (1,000) gallons thereafter.

(Ord. No. 6-86 Amended 6-9-86-Effective 7-1-86 ; Ord. No. 14-91 Amended 6-10-91-Effective 7-1-91)

(Ord. No. 10-93 Amended 6-14-93-Effective 7-1-93 ; Ord. No. 4-95 Amended 6-12-95-Effective Upon Passage)

(Ord. No. 8-99 Amended 6-14-99-Effective Upon Passage ; Ord. No. 6-10 Amended 6-28-10-Effective 7-1-10)

(Ord. No. 3-11 Amended 2-24-11-Effective 2-1-11 ; Ord. No. 9-11 Amended 5-23-11-Effective 7-11-11)

(Amended 6-10-13-Effective 7-1-13 ; Amended 6-9-14-Effective 7-1-14)

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

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

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

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

c. The Corridor Area was originally described and defined in the “Amendment to an Agreement Between the County of Warren and the Town of Front Royal Regarding the Provision of Water and Sewer Service by the Town in the U.S. Route 522/340 North Corridor and the Assumption of Full Service Funding and Responsibility by the County of Fire/Rescue, Parks/Recreation Operations and Animal Control Services”, dated August 9, 1999, and as further ratified by “Final Order Validating and Affirming Voluntary Settlement Agreement Between the Town of Front Royal and the County of Warren”, said Order entered into by the Circuit Court of Warren County, Virginia, dated December 13, 1999,

Case No.CL97000225. The Corridor Area originally is described and defined as being that area north of the corporate boundaries of the Town of Front Royal, in Warren County, on both sides of U.S. Routes 522/340 North, extending to Crooked Run on the West side of U.S. Routes 522/340 North to the tracks of the Norfolk and Southern Railroad Company on the East side of U.S. Routes 522/340 North, and between the Interstate-66 Interchange to the South and State Route 661 (Fairgrounds Road) to the North. The Corridor Area has since been amended and expanded, by Voluntary Settlement Agreement between the Town of Front Royal and the County of Warren, to additionally include Crooked Run West, which contains current Warren County Tax Map Parcel Numbers 12 M 2 9 (11.22ac), 12 M 2 10 (2.33ac), 12 M 2 11 (53.93 ac), 12 M 2 12 (20.00 ac), 12 M 2 13 (30.43 ac), and 12 M 2 14 (29.94 ac), in total containing 147.85 acres, more or less, all of which are part of the Corridor Area.

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

134-32 FURNISHING OF WATER METERS AND APPURTENANCES; REPAIRS

FIRST: NON-RESIDENTIAL PREMISES:

A. Taps under 2" on development of existing in-fill lots:

1. Upon appropriate payment of the connection charge(s) as provided in Section 134-30, and in consideration whereof, the Town shall provide, furnish and install the following services, material, labor and equipment. Incurred costs for said services, material, labor and equipment shall be borne and paid for by the property owner.

(Ord. No. 22-05 Amended 9-26-05-Effective Upon Passage)

a. The tap (connection) into the existing waterline.

b. All fittings, valves and sleeves deemed necessary by the Town for said tap.

c. All appurtenances deemed necessary by the Town including the service line to the meter, water meter jar, angle valve, yoke bar, flanges, gaskets, back-flow prevention device, ring & lid assembly, and up to five feet of pig-tail at the property. The meter will be located at the Town right-of-way/easement/property line.

(Ord. No. 22-05 Amended 9-26-05-Effective Upon Passage)

d. The Town will own and maintain all appurtenances up to the discharge side of the water meter/back-flow device.

2. The customer shall be responsible for all costs of the materials and installation of the equipment described in this Section. Upon the request of a customer for service, the Town shall prepare an estimate of the cost of all materials and installation of the meters and connections and all appurtenances to be installed, in addition to the connection tap fees described in Section 134-30, and shall collect the amount from the customer prior to installation. In the event the final charge exceeds or is less than the estimate and payment, an additional billing or refund, respectively, shall be made by the Town. Failure of the customer to pay the additional charge within thirty (30) days may result in disconnection of the service until paid in full, including any reconnection and administrative fee.

(Ord. No. 22-05 Added 9-26-05-Effective Upon Passage)

B. Taps 2" and greater and development of any parcels other than existing in-fill lots:

(Ord. No. 22-05 Amended 9-26-05-Effective Upon Passage)

1. The customer will be responsible for the purchase, excavation and installation of the meter vault, water meter, valves, piping, back-flow device, and all other appurtenances deemed necessary by the Town and County.

2. The materials and configuration and installation of all appurtenances shall be in compliance with the Town of Front Royal Standards and Specifications.

3. After the installation and final inspection, the Town of Front Royal will assume full ownership and maintenance of the vault and Town required appurtenances.

C. All services will be protected with back-flow protection devices.

D. For water taps used exclusively for fire suppression systems:

1. The Town will tap the main line and extend the service as a stub to the edge of the right-of-way/easement/property line.

2. The customer will be responsible for the excavation and installation at the edge of the right-of-way/easement/property line for the required vault and appurtenances deemed necessary by the Town of Front Royal and by the customer and in compliance with all applicable codes and regulations.

3. Upon final inspection, the Town will assume responsibility and maintenance for the vault and all appurtenances deemed necessary by the Town of Front Royal.

4. The installation and appurtenances will be in compliance with the Town of Front Royal Standards and Specifications.

E. The Town will not be responsible for the cost of repair, maintenance and/or replacement of any lines, materials or equipment located on the customer's property from and beyond the end point of the Town owned meter vault.

F. The Town thereafter shall be responsible for the cost of repair and/or replacement to the above-stated waterline connection, materials and equipment. The Town shall not be responsible for the cost of repair, maintenance and/or replacement of any lines, material or equipment located on the customer's property from and beyond the end point of the town-installed tail specified at Subsection (E) herein.

G. Subsection A shall not apply in the case of subdividers or developers required to install like improvements under the Town's Subdivision Ordinance (Chapter 148, Subdivision and Land Development). In such cases the Town shall have no repair responsibility under Subsection B until and unless said improvements have been dedicated to and accepted by the Town.

(Ord. No. 2-94 Amended Entire Section 1-10-94-Effective Upon Passage)

(Ord. No. 3-02 Amended Entire Section 1-28-03-Effective Upon Passage)

SECOND: RESIDENTIAL PREMISES UNDER TWO INCHES:

The following shall apply to residential premises, including residential apartments, houses, condominiums, and hostels, but excluding hotels and motels:

A. Taps under 2" on development of existing in-fill lots:

1. Upon appropriate payment of the connection charge(s) as provided in Section 134-30, and in consideration whereof, the Town shall provide, furnish and install the following services, material, labor and equipment to residential premises, including residential apartments, houses, condominiums, and hostels, but excluding hotels and motels, including installation costs, which installation costs shall be borne by the Town of Front Royal.

a. The tap (connection) into the existing waterline.

b. All fittings, valves and sleeves deemed necessary by the Town for said tap.

c. All appurtenances deemed necessary by the Town including the service line to the meter, water meter jar, angle valve, yoke bar, flanges, gaskets, back-flow prevention device, ring & lid assembly, and up to five feet of pig-tail at the property. The meter will be located at the Town right-of-way/easement/property line.

d. The Town will own and maintain all appurtenances up to the discharge side of the water meter/back-flow device.

B. Taps 2" and greater and development of any parcels other than existing in-fill lots:

(Ord. No. 22-05 Amended 9-26-05-Effective Upon Passage)

1. The customer will be responsible for the purchase, excavation and installation of the meter vault, water meter, valves, piping, back-flow device, and all other appurtenances deemed necessary by the Town and County.

2. The materials and configuration and installation of all appurtenances shall be in compliance with the Town of Front Royal Standards and Specifications.

3. After the installation and final inspection, the Town of Front Royal will assume full ownership and maintenance of the vault and Town required appurtenances.

C. All services will be protected with back-flow protection devices.

D. For water taps used exclusively for fire suppression systems:

1. The Town will tap the main line and extend the service as a stub to the edge of the right-of-way/easement/property line.
2. The customer will be responsible for the excavation and installation at the edge of the right-of-way/easement/property line for the required vault and appurtenances deemed necessary by the Town of Front Royal and by the customer and in compliance with all applicable codes and regulations.

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3. Upon final inspection, the Town will assume responsibility and maintenance for the vault and all appurtenances deemed necessary by the Town of Front Royal.

4. The installation and appurtenances will be in compliance with the Town of Front Royal Standards and Specifications.

E. The Town will not be responsible for the cost of repair, maintenance and/or replacement of any lines, materials or equipment located on the customer's property from and beyond the end point of the Town owned meter vault.

F. The Town thereafter shall be responsible for the cost of repair and/or replacement to the above-stated waterline connection, materials and equipment. The Town shall not be responsible for the cost of repair, maintenance and/or replacement of any lines, material or equipment located on the customer's property from and beyond the end point of the town-installed tail specified at Subsection (E) herein.

G. Subsection A shall not apply in the case of subdividers or developers required to install like improvements under the Town's Subdivision Ordinance (Chapter 148, Subdivision and Land Development). In such cases the Town shall have no repair responsibility under Subsection B until and unless said improvements have been dedicated to and accepted by the Town.

(Ord. No. 2-94 Amended Entire Section 1-10-94-Effective Upon Passage)

(Ord. No. 3-02 Amended Entire Section 1-28-03-Effective Upon Passage)

WORK

SESSION

1



Work Session Agenda Form

Item # 1

DATE: 9/23/19

AGENDA ITEM: Funding for Engineering Services on Redundant Waterlines

SUMMARY: The Town should identify the source of funding for engineering services related to the redundant water line system in the 522 Corridor; which is estimated to be approximately \$1,313,000.

C.H.A. recommended that the Town obtain a loan for the \$1.3 million to cover the engineering of the redundant waterlines.

BUDGET/FUNDING:

9601-3510110 – Water Treatment Plant – Appropriated Funds Forward

STAFF RECOMMENDATION: Staff recommends to identify the source of funding prior to issuing the RFP on the redundant water lines. Furthermore, staff recommends for the Town to use the water fund balance reserves to fund engineering services in the estimated amount of \$1.3 million.

Based on the FY18 CAFR and after deducting the carried forward encumbrances, the water fund's reserve level was \$5,282,036 above the 3-month reserve level. Staff feels that after deducting the \$1.3 million for engineering services that the water fund balance levels will continue to have adequate reserve levels above the 3-month reserve of \$1,325,120.

Staff requests that Town Council to give permission for the intent use water fund balance reserves to fund the engineering services of the redundant water line and to issue the applicable RFP.

4

CLOSED

MEETING

Motion to Go Into Closed Meeting - I move that Town Council convene and go into Closed Meeting for 1) 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.