



TOWN COUNCIL WORK SESSION

Monday, March 2, 2020 @ **6:30pm**

Town Hall Council Chambers

1. CLOSED MEETING – Personnel and Afton Inn

Motion to Go Into Closed Meeting

I move that Town Council go into closed meeting with respect to the Afton Inn building for the following purposes: **(1)** Discussion or consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of Town Council would be adversely affected, pursuant to Section 2.2-3711. A. 6. of the Code of Virginia; **(2)** Discussion of the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an Open Meeting would adversely affect the bargaining position or negotiating strategy of Town Council, pursuant to Section 2.2- 3711. A. 29. of the Code of Virginia; **(3)** Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, pursuant to Section 2.2-3711. A. 8. of the Code of Virginia.

I further move that Town Council go into closed meeting to discuss personnel matters, specifically: The discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of Town Council, pursuant to Section 2.2-3711. A. 1. of the Code of Virginia.

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

I move that 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.

2. Ordinance Amendments

- a. Sewer Use Ordinance – Chapter 134 – *Director of Public Works*
 - b. Remove Recycling Charge – Chapter 85 – *Director of Public Works*
 - c. Town Decal Revision – Chapter 160 – *Director of Finance*
3. Engineering Services for Parallel Waterline for Water Supply to Rt. 522 Corridor – *Director of Finance*
 4. New Contract with CHA Consulting for I & I Abatement – *Director of Finance*
 5. Budget Discussion
 6. Open Discussion

2a



Work Session Agenda Form

Item # 2a

DATE: March 2, 2020

AGENDA ITEM: Ordinance Amendments to Sewer Use Ordinance - Town Code Chapter 134

SUMMARY: Staff has been informed by DEQ to update Chapter 134 "Provisions Applicable to Sewers and Pretreatment of Waste. A Descriptions of Major Revisions as summarize below and in the proposed amendment.

1) **134-2(A)** - Added References to the Virginia Administrative Code based on a request from DEQ since Virginia is delegated to administer the industrial pretreatment program.

2) **134-3 - Added New Definitions**

Added definitions for the following based on the EPA Model SUO:

- Best Management Practices (BMPs)
- Indirect Discharge or Discharge
- Instantaneous Limit
- Publicly Owned Treatment Works or POTW

Added definitions for the following based on the Hazardous Pharmaceutical Waste Rule:

- Hazardous waste pharmaceutical
- Healthcare facility
- Pharmaceutical
- Reverse distributor

Revised the following definition to be consistent with the Model SUO contents:

- Significant Non-compliance
- Slug Load or Slug

3) **134-4.24 and 134-25 - Updated Prohibitive Discharges Section**

Added prohibitions for the following to be consistent with the hazardous pharmaceutical waste rule: Bulk, expired, outdated or concentrated prescription or non-prescription pharmaceuticals; and, Hazardous waste pharmaceuticals or DEA controlled substances by a healthcare facility or reverse distributor.

4) **134-5.C. - Revised Specific Pollutant Limitations**

Added streamlining text for Best Management Practices.

5) **134-15.B. - Revised Permit Provisions**

Added reference to BMPs and the requirement for controlling slug discharges, if determined by the Town to be necessary

6) **134-18.C.1 - Significant Industrial User Reporting Requirements**

- Under Periodic Compliance Reports, added the requirement for the user to submit information on BMPs or other pollution prevention alternatives if needed to determine compliance status.
- Under Reports of Changed Conditions, added requirement to notify the Town of a change in the potential for a slug discharge

- Under Recordkeeping, revised text to expand requirements and include documents associated with BMPs.

7) 134-19.E.2.a and 134-19.E.2.f - Revised Administrative Enforcement Remedies

- Under Other Actions, the definition of Significant Noncompliance was revised to match the Model SUO and the definition earlier in the SUO
- Under reporting deadline from 90 to 45 days.
- 134-19.F.- Added Remedies Nonexclusive section to provide enforcement flexibility and to include legal authority to enforce the Town's Enforcement Response Plan

BUDGET/FUNDING: N/A

STAFF RECOMMENDATION: Advertise for Public Hearing to update Town Code per DEQ and as presented.

**ORDINANCE TO AMEND FRONT ROYAL TOWN CODE CHAPTER 134 AS
REQUESTED FROM THE DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)**

WHEREAS, the Department of Environmental Quality (DEQ) recognized that the Town of Front Royal needed to update the Front Royal Town Code with significant changes; and,

NOW THEREFORE, BE IT ENACTED, by the Town Council of the Town of Front Royal, Virginia that Chapter 134 of the Front Royal Town Code hereby be amended as follows:

PROVISIONS APPLICABLE TO SEWERS AND PRETREATMENT OF WASTE

**134-2 PURPOSE & POLICY; OBJECTIVES; APPLICABILITY; ADMINISTRATION
AND ENFORCEMENT**

A. This Article sets forth uniform requirements for direct and indirect discharge of pollutants from domestic and industrial sources into the wastewater collection and treatment system for the Town of Front Royal, Virginia, and enables the Town to comply with all applicable state and federal laws, including the Federal Clean Water Act (33 U.S.C. Section 1251 et seq.), ~~and~~ the general Federal Pretreatment Regulations (40 CFR Part 403), **and the VPDES Permit Regulation (9VAC25-31-10 et seq.).**

B. The objectives of this Article are:

1. To prevent the introduction of pollutants into municipal wastewater system which will interfere with the operation of the system.
2. To prevent the introduction of pollutants into the municipal wastewater system which will pass through the system inadequately treated into receiving waters or the atmosphere or which otherwise will be incompatible with the system.
3. To ensure that the quality of the wastewater treatment plant sludge is maintained at a level which allows its marketability.
4. To protect municipal personnel who may come into contact with sewage, sludge and effluent in the course of their employment, as well as to protect the general public and the environment.
5. To preserve the hydraulic capacity of the municipal wastewater system.
6. To improve the opportunity to recycle and reclaim wastewater and sludge from the system.
7. To provide for a fair assessment and recovery of the costs of operation, maintenance and improvements to the municipal wastewater system.
8. To ensure that the Town of Front Royal complies with National and Virginia Pollutant Discharge Elimination System (NPDES) / (VPDES) permit conditions, sludge use and

disposal requirements and any other federal or state laws to which the municipal wastewater system is subject.

C. This Article provides for the regulation of discharge into the municipal wastewater collection system through the issuance of permits to certain nondomestic users and through the enforcement of general requirements for other users. This Article authorizes monitoring and enforcement activities, establishes administrative review procedures, requires user reporting and provides for the setting of fees for the fair assessment of costs resulting from the program established herein.

D. This Article shall apply to users of the municipal wastewater system both within the Town of Front Royal and outside its corporate limits. By discharging wastewater into the municipal wastewater system, all users, industrial and otherwise, located beyond the Town limits agree to comply with the terms and conditions established in this Article, as well as any permits or orders issued hereunder.

E. Any industrial user located beyond the corporate limits of the Town of Front Royal, which would otherwise be subject to Categorical Pretreatment Standards as defined herein, shall as a condition of service enter into a written contract with the Town of Front Royal wherein said user shall agree to conform to the requirements of this Article.

F. Except as may otherwise be provided herein, the Administrator of the municipal wastewater system, or his designated agents, shall administer, implement and enforce the provisions of the Article.

134-3 DEFINITIONS; ABBREVIATIONS

A. The definitions as used in Chapter 134, Sewers and Water, pertaining to sewer and water shall be as follows for both domestic and industrial users, unless otherwise specifically indicated:

ACT or THE ACT - The Federal Water Pollution Control Act, also known as the "Clean Water Act," as amended, 33 U.S.C. Section 1251 et seq.

ADMINISTRATIVE OFFICER (ADMINISTRATOR) - The person designated by the Front Royal Town Manager, or his duly authorized deputy, to administer, implement and enforce the provisions of this Article.

APPROVAL AUTHORITY - The Virginia Department of Environmental Quality (Virginia DEQ).

AUTHORIZED REPRESENTATIVE OF THE INDUSTRIAL USER:

1. Includes:

a. The President, Secretary, Treasurer or Vice President of a corporation in charge of a principal business function or any other person who performs similar policy-making or decision-making functions for the industrial user;

- b. The manager of one (1) or more manufacturing, production or operation facilities, if authority to sign documents has been assigned or delegated to that manager by binding written instrument;
- c. The general partner or proprietor of a partnership, association or sole proprietorship;
- d. The director or highest official appointed or designated to oversee the activities of a federal, state or local government entity or a political subdivision thereof; or
- e. The managing member or other member of a limited liability company.

2. The individuals described above may designate another authorized representative, if the authorization is in writing and the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates, or the authorization may specify the individual having overall responsibility for environmental matters for the user. All written authorizations must be submitted to the Town of Front Royal for inspection prior to any action being taken by an authorized representative.

BEST MANAGEMENT PRACTICE (BMP) - Means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Sec. 134-4 [40 CFR 403.5(a)(1) and (b); 9VAC25-31-77A and 770.B]. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

BIOCHEMICAL OXYGEN DEMAND (BOD) - As determined by Standard Methods, the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure during a period of five (5) days expressed in terms of weight and concentration (milligrams per liter).

BUILDING SEWER - That part of the lowest horizontal piping of a drainage system that receives the discharge from wastewater pipes and other drainage pipes inside the walls of the building and conveys it to the lateral sewer.

CATEGORICAL PRETREATMENT STANDARD or CATEGORICAL STANDARD - Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. Section 1317) which applies to a specific category of users and which appears in 40 CFR Chapter 1, Subchapter N, Parts 405 - 471.

CFR - Code of Federal Regulations.

COD (chemical oxygen demand) - The measure, expressed in mg/L of the oxygen consuming capacity of inorganic and organic matter present in water or wastewater, expressing the amount of oxygen consumed from a chemical oxidant in a specific approved test, but not differentiating between stable and unstable organic matter and thus not necessarily correlating with biochemical oxygen demand.

COLLECTOR SEWER - A sewer designed and constructed to receive sewage from the building connections or laterals and other "collector sewers" and carry it to an interceptor sewer or the point of disposal. A "collector sewer" normally serves only a portion of one (1) drainage area or basin.

COLOR - The optical density at the visual wavelength of maximum absorption, relative to distilled water. One-hundred-percent transmittance is equivalent to zero (0) optical density.

COMPOSITE SAMPLE - The sample resulting from the combination of individual wastewater samples taken at selected intervals (within a 24-hour period) based either on an increment of flow or time.

CONTROL AUTHORITY - Refers to the Town of Front Royal (Town), the Administrator of the municipal wastewater system.

CONTROL MANHOLE - A manhole giving access to a building sewer at some point before the sewer discharge mixes with other discharges in the public sewer.

CONTROL POINT - A point of access to a source of discharge before the discharge mixes with other discharges in the public sewer.

COOLING WATERS - The water discharge from any use, such as air conditioning, cooling or refrigeration or to which the only pollutant added is heat.

DOMESTIC SEWAGE - Waterborne wastes normally discharging from the sanitary conveniences of dwellings and all other buildings and facilities, free from stormwater, surface water or industrial waste. "Domestic sewage" shall contain fewer than two hundred fifty (250) parts per million of BOD and three hundred (300) parts per million suspended solids and shall originate from the normal bathing, washing, cooking and toilet activities of individuals.

DOMESTIC USER - A user of the Front Royal municipal wastewater system who discharges non-industrial, domestic wastes into said system.

EXISTING SOURCE - Any source of discharge, the construction or operation of which commences prior to the publication of public Categorical Pretreatment Standards under Sections 307(b) and (c) (33 U.S.C. Section 1317) of the Act which would be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.

GRAB SAMPLE - A sample which is taken from a waste stream on a one-time basis without regard to the flow in the waste stream and without consideration of time.

GARBAGE - Animal and vegetable waste and residue from the preparation, cooking and dispensing of food and from the handling, processing, storage and sale of food products and produce.

HAZARDOUS WASTE PHARMACEUTICAL - A pharmaceutical that is a solid waste, as defined in 40 CFR Part 261.2, and exhibits one or more characteristics identified in Part 261 Subpart C or is listed in Part 261 Subpart D.

HEALTHCARE FACILITY - Any person that is lawfully authorized to (1) provide preventative, diagnostic, therapeutic, rehabilitative, maintenance or palliative care, and counseling, service, assessment or procedure with respect to the physical or mental condition, or functional status, of a human or animal or that affects the structure or function of the human or animal body; or (2) distribute, sell, or dispense pharmaceuticals, including over-the-counter pharmaceuticals, dietary supplements, homeopathic drugs, or prescription pharmaceuticals.

HOLDING TANK WASTE - Any waste from holding tanks, such as vessels, chemical toilets, campers, trailers, septic tanks and vacuum pump tank trucks.

INCOMPATIBLE WASTE - A waste which is not susceptible to adequate treatment by the wastewater treatment plant.

INDIRECT DISCHARGE or DISCHARGE. The introduction of pollutants into the POTW from any nondomestic source.

INDUSTRIAL USER - A user of the Front Royal municipal wastewater system which discharges nondomestic, industrial wastes into said system, as regulated by Sections 307(b), (c) and (d) of the EPA Clean Water Act.

INDUSTRIAL WASTE - All waterborne solids, liquids or gaseous wastes resulting from any industrial manufacturing or commercial or food-processing operation or process or from the development of any natural resource, or any mixture of these wastes with domestic sewage or water. Any sewage which does not meet the definition of domestic sewage shall be considered "industrial waste," regardless of the source.

INSTANTANEOUS LIMIT. The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

INTERCEPTOR SEWER - A sewer designed and constructed to intercept or receive sewage from all collector sewers and laterals within one (1) or more drainage areas and carry it to a larger "interceptor sewer" or to the point of disposal.

INTERFERENCE - A discharge which, alone or in conjunction with a discharge or discharges from other sources either: (1) inhibits or disrupts the POTW, its treatment processes, or operations or its sludge processes, use or disposal: or (2) therefore is a cause of a violation of any requirement of the POTWs NPDES/VPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with all applicable

statutory provisions and regulations or permits issued thereunder (or more stringent state or local regulations), including but not limited to the following: Section 405 of the EPA Clean Water Act, the Solid Waste Disposal Act (Including Title II, more commonly referred to as the Resource Conservation and Recovery Act, and including state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act), the Clean Air Act, the Toxic Substances Control Act and the Marine Protection Research and Sanctuaries Act.

LATERAL SEWER - See Sewer Lateral definition.

MEDICAL WASTE - Isolation waste, infectious agents, human blood and blood byproducts, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, etiologic agents, potentially contaminated laboratory waste and dialysis waste.

MILLIGRAM PER LITER (mg/L) - The same as parts per million when the specific gravity of the liquid is 1.0 and is a weight-to-volume ratio; the milligram per Liter value multiplied by the factor 8.34 shall be equivalent to pounds per million gallons of water.

MUNICIPAL WASTEWATER SYSTEM - A treatment works as defined by Section 212 of the Act (33 U.S.C. Section 1292), which is owned by the Town of Front Royal, including any devices or systems used in the collection, storage, treatment, recycling and reclamation of domestic sewage or industrial waste and any conveyances which convey wastewater to a treatment plant.

NEW SOURCE:

1. Any source of a discharge, the construction of which commenced after the publication of proposed Categorical Pretreatment Standards under Section 307(c) of the Act [33 U.S.C. Section 1317(c)] which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307(c), provided that:

- a. No other source is located at that site;
- b. The source completely replaces the process or production equipment of an existing source at that site; or
- c. The new wastewater generating process of the source is substantially independent of an existing source at that site; and the construction of the source creates a new facility rather than modifying an existing source at that site.

2. For purposes of this definition, construction or operation has commenced if the owner or operator has:

- a. Begun or caused to begin as part of a continuous on-site construction program:

- [1] Any placement, assembly or installment of facilities or equipment; or
- [2] Significant site preparation work, including clearing, excavation or removal of existing buildings, structures or facilities, which is necessary for the placement, assembly or installation of new source facilities or equipment; or

b. Entered into a binding contractual obligation for the purchase of facilities or equipment which is intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss and contracts for feasibility, engineering and design studies do not constitute a contractual obligation under this definition.

NORMAL USE - Any user discharging waste of a strength less than or equal to that of normal wastewater and at a flow rate of less than twenty-five thousand (25,000) gallons per day.

NORMAL WASTEWATER - Wastewater discharged into the public sewer in which none of the following average concentrations and flows are exceeded:

1. BOD: Less than or equal to two hundred fifty (250) mg/L;
2. Suspended solids: Less than or equal to three hundred (300) mg/L;
3. Flow: Less than twenty-five thousand (25,000) gallons per day;
4. No toxic or harmful substances are present.

NPDES PERMIT - National Pollutant Discharge Elimination System Permit.

PASS-THROUGH - A discharge which exits the treatment plant then enters waters of the United States in quantities or concentrations which, alone or in conjunction with an indirect discharge or discharges from other sources, is a cause of a violation of any requirement of the Town's VPDES permit (including an increase in the magnitude or duration of a violation).

PERSON - Any individual, partnership, corporation, firm, company, association, joint-stock company, trust, estate or any other legal entity, and his or its representatives, agents or assigns, specifically to include all federal, state or local governmental entities.

PHARMACEUTICAL - Any drug or dietary supplement for use by humans or other animals; any electronic nicotine delivery system (e.g., electronic cigarette or vaping pen); or any liquid nicotine (e-liquid) packaged for retail sale for use in electronic nicotine delivery systems (e.g., pre-filled cartridges or vials.)

PLANT - The Town of front Royal Wastewater Treatment Facility.

POLLUTANT - Any dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, industrial wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt and agricultural waste and certain characteristics of wastewater (e.g. pH, temperature, TSS, turbidity, color, BOD, COD, toxicity or odor).

PRETREATMENT OR TREATMENT - The reduction of the amount of the pollutants, the elimination of pollutants or the alteration of the nature of pollutant properties in wastewater, thereby rendering the pollutants less harmful to the municipal wastewater system prior to introducing pollutants into said system. The reduction or alteration can be obtained by physical, chemical or biological processes, by process changes or by other means, but not by diluting the

concentration of pollutants, unless allowed by an applicable "pretreatment" standard.

PRETREATMENT STANDARD AND REQUIREMENTS - All applicable federal rules and regulations (including specifically those regulations found in 40 CFR, Chapter 1, Subchapter N, Parts 405-471) implementing Section 307 of the Federal Water Pollution Control Act and the Clean Water Act of 1977, including prohibited standards, as amended, as well as nonconflicting state standards (9VAC25-31-10 et seq.) and local standards. In case of conflict or regulations, the most stringent thereof shall be applied.

PROHIBITIVE DISCHARGE STANDARDS OR PROHIBITIVE DISCHARGE - Absolute prohibitions against the discharge of certain types of industrial wastewater as specifically set forth in this Article.

PUBLICLY OWNED TREATMENT WORKS or POTW - A treatment works, as defined by section 212 of the Act (33 U.S.C. section 1292), which is owned by the Town. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances, which convey wastewater to a treatment plant.

RECEIVING STREAM OR WATER OF THE STATE - All streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial or public or private, which are contained within, flow through or border upon the state or any portion thereof.

REVERSE DISTRIBUTOR - Any person that receives and accumulates prescription pharmaceuticals that are potentially creditable hazardous waste pharmaceuticals for the purpose of facilitating or verifying manufacturer credit.

SANITARY SEWER - A pipe or conduit which carries domestic sewage and/or industrial waste and to which stormwater, surface water and groundwater and other unpolluted waters are not intentionally admitted.

SEWER LATERAL - A pipe which receives sewage from a building and carries it to the collector or interceptor sewer.

SIGNIFICANT INDUSTRIAL USER - This term means:

1. All Categorical Users; and
2. Non-Categorical Users that:
 - a. Discharge twenty-five (25,000) gallons or more of process wastewater per day; or
 - b. Discharge process wastewater which makes up five (5) percent or more of the dry weather average hydraulic or organic capacity of the treatment works; or

- c. Have in the Town's opinion, a reasonable potential to adversely affect the treatment works (causing pass-through, interference, sludge contamination or danger to the POTW).

SIGNIFICANT NON-COMPLIANCE - Industrial user violations meeting one or more of the following criteria:

1. Chronic violations of wastewater discharge limits, defined herein as those in which sixty-six percent (66%) or more of wastewater measurements taken during a six-month period exceed (by any magnitude) the discharge limit for the same pollutant parameter by any amount a numeric pretreatment standard or requirement, including instantaneous limits.

2. Technical Review Criteria (TRC) violations, defined herein as those in which thirty-three percent (33%) or more of wastewater measurements for each pollutant parameter taken during a six-month period equal or exceed the product of the numeric pretreatment standard or requirement, including instantaneous limits, multiplied by the applicable criteria [one and four-tenths (1.4) for BOD, TSS, fats, oils and grease, and one and two-tenths (1.2) for all other pollutants except pH].

3. Any other violation of a pretreatment standard or requirement (daily maximum, long-term average, instantaneous limit, or narrative standard) that the Town determines has caused, alone or in combination with other discharges, interference or pass-through (including endangering the health of Town personnel or the general public).

4. Any discharge of pollutants that has caused imminent endangerment to the public or to the environment or has resulted in the Town's exercise of its emergency authority to halt or prevent such a discharge.

5. Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a permit or enforcement order for starting construction, completing construction or attaining final compliance.

6. Failure to provide, within forty-five (45) days after the due date, any required reports, including baseline monitoring reports, ninety-day compliance reports, periodic self-monitoring reports and reports on compliance with compliance schedules.

7. Failure to accurately report noncompliance.

8. Any other violation or group of violations, which may include a violation of Best Management Practices, which the Town determines will adversely affect the operation or implementation of the pretreatment program.

SLUG LOAD OR SLUG DISCHARGE - Any pollutants (including BOD) released in a discharge flow rate or concentration which would cause a violation of specific discharge prohibitions. discharge at a flow rate or concentration, which could cause a violation of the pretreatment discharge standards of this ordinance. A Slug Discharge is any Discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch Discharge, which has a reasonable potential to cause Interference or Pass Through, or in any

other way violate the POTW's regulations, Local Limits or Permit conditions.

STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE - A classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President of the United States or the Federal Office of Management and Budget (OMB).

STANDARD METHODS - The examination and analytical procedures set forth in the latest edition, at the time of analysis, of Standard Methods for the Examination of Water and Wastewater, as prepared, approved and published jointly by the American Public Health Association, the American Water Works Association and the Water Pollution Control Federation.

STORMWATER - Any flow occurring during or following any form of natural precipitation or resulting therefrom, including snowmelt.

SUSPENDED SOLIDS - Solids measured in mg/L. The total suspended matter that floats on the surface of or is suspended in water, wastewater or other liquid and which is removable by laboratory filtering.

TOWN - The Town of Front Royal, Virginia, which may act through its Town Manager or his or her duly authorized agents.

TO DISCHARGE - Includes to deposit, conduct, drain, emit, throw, run, allow to seep or otherwise release or dispose of, or to allow, permit or suffer any of these acts or omissions.

TOXIC POLLUTANT - Any pollutant or combination of pollutants listed as toxic in regulations promulgated by the Environmental Protection Agency under the provisions of Section 307 of the Act (33 U.S.C. Section 1317).

TREATMENT PLANT EFFLUENT - Any discharge of pollutants from the municipal wastewater system designed to provide treatment of domestic sewage and industrial waste.

UNPOLLUTED WASTEWATER - Water containing:

1. No free or emulsified grease or oil.
2. No acids or alkalis.
3. No phenols or other substances producing taste or odor in the receiving water.
4. No toxic or poisonous substances in suspension, colloidal state or solution.
5. No noxious or otherwise obnoxious or odorous gases.
6. Not more than ten (10) mg/L each of suspended solids and BOD.
7. Color not exceeding fifty (50) units, as measured by the platinum-cobalt method or determination as specified in Standard Methods.

USEPA (or EPA) - The United States Environmental Protection Agency, or a duly authorized official of said agency. **(Ord. No. 2-05 Added 12-20-04-Effective Upon Passage)**

USER - Any person who contributes or causes or allows the contribution of sewage or industrial wastewater into the municipal wastewater system, including persons who contribute such wastes

from mobile sources.

WASTEWATER - The liquid in water-carried industrial waste or domestic sewage, whether treated or untreated, which is contributed to the municipal wastewater system.

Abbreviations. The following abbreviations shall have the designated meanings:

BMP - Best Management Practice
BOD - Biochemical Oxygen Demand
CFR - Code of Federal Regulations
COD - Chemical Oxygen Demand
EPA - United States Environmental Protection Agency
gpd - Gallons per day
L - Liter
mg - Milligrams
mg/L - Milligrams per liter
O & M - Operation and Maintenance
pCi - Common Unit of Radioactivity
pH - Measure of Acidity or Alkalinity of a Substance
POTW - Publicly Owned Treatment Works
RCRA - Resource Conservation and Recovery Act
SIC - Standard Industrial Classification
SWDA - Solid Waste Disposal Act (42 U.S.C. Section 6901 et seq.)
TSS - Total Suspended Solids
USC - United States Code
VPDES- Virginia Pollutant Discharge Elimination System

134-4 PROHIBITED DISCHARGE STANDARDS

A. No user, except as set forth in subparagraph no. 14. below, industrial or domestic, shall contribute or cause to be contributed, directly or indirectly, any pollutant or wastewater which will cause interference pass-through or violation of water quality standards. These general prohibitions apply to all users of the municipal wastewater system whether or not the use is subject to the Categorical Pretreatment Standards or to any other national, state or local pretreatment standards or requirements. Furthermore, no use may contribute any of the following substances to the municipal wastewater system:

1. Any liquids, solids or gases which by reason of their nature or quantity are or may be sufficient, either alone or by interaction with other substances, to cause fire or explosion or be injurious in any way to the municipal wastewater system. Included in this prohibition are waste streams with a closed-cup flashpoint of less than one hundred forty degrees Fahrenheit (140° F.) [sixty degrees Celsius (60° C.)]. At no time shall two (2) successive readings on an explosion hazard meter at the point of discharge into the system or at any point in the system be more than five percent (5%) nor any single reading be over ten percent (10%) of the lower explosive limit (LEL) of the meter. Prohibited materials include but are not limited to gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides.

2. Solid or viscous substances in amounts which will cause interference with the flow in a sewer, but in no case solids greater than one-half (1/2) inch [one and twenty-seven hundredths (1.27) centimeters] in any dimension.

3. Any water or waste which contains wax, grease, oil, plastic or other substances that will solidify or become discernibly viscous at temperatures between thirty-two degrees and one hundred fifty degrees Fahrenheit (32° and 150° F.).

a. When it has been determined by the Director of Public Works, or his authorized agent, that any restaurant is discharging grease into the sewer system which results in interference to the sewer line, including backup or maintenance work not otherwise necessary, then a sewer surcharge shall be added to the utility bill for that restaurant. The sewer surcharge shall be equal to the amount of the maintenance costs incurred by the town in eliminating the grease deposits from the sewer system, but in any event shall not be less than two hundred fifty dollars (\$250).

b. Prior to the initial assessment of the sewer surcharge, the owner or operator of such restaurant shall be notified, in writing, of the Director of Public Work's determination. The owner or operator of said restaurant shall then be granted thirty (30) days in which to permanently correct and abate the condition causing the grease to be discharged into the sewer system. Unless the discharge of grease is then permanently eliminated, the initial sewer surcharge shall be assessed ten (10) days thereafter. No restaurant shall be entitled to more than one (1) such notice and grace period in which to correct the condition. The change in management or ownership shall not operate to give an existing restaurant facility an additional grace period in which to correct the condition.

c. Thereafter, any further discharge of grease into the sewer system by the restaurant facility which, in the determination of the Director of Public Works, creates a condition requiring maintenance to eliminate the grease deposit shall result in the assessment of a sewer surcharge without further notice or grace. Sewer surcharge shall continue to be assessed until the grease discharge condition has been permanently corrected to the satisfaction of the Town.

4. Any wastewater having a pH less than six point zero (6.0) or more than nine point zero (9.0) or which otherwise causes corrosive structural damage to the system, Town personnel or equipment.

5. Any wastewater containing pollutants, including oxygen-demanding pollutants (BOD, etc.), in sufficient quantity (flow or concentration), either singly or by interaction with other pollutants, to pass through or interfere with the municipal wastewater system or any wastewater treatment or sludge process or constitute a hazard to humans or animals.

6. Any pollutant which will cause interference or pass through, including any toxic substances in amounts exceeding standards promulgated by the United States Environmental Protection Agency pursuant to Section 307(a) (33 U.S.C. Section 1317(a) and chemical elements or compounds, phenols or other taste or odor-producing substances or other substances which are

not susceptible to treatment or which may interfere with the biological processes or efficiency of the wastewater treatment system, or that will pass through the system.

7. Any noxious or malodorous liquids, gases or solids or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for maintenance and repair.

8. Any substance which may cause the treatment plant effluent or any other residues, sludges or scums to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance discharged to the system cause the Town to be in noncompliance with sludge use or disposal regulations or permits issued under Section 405 of the Act, the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act or other state requirements applicable to the sludge use and disposal practices being used by the Town.

9. Any wastewater which imparts color which cannot be removed by the treatment process, such as but not limited to dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the Town's NPDES permit. Color (in combination with turbidity) shall not cause the treatment plant effluent to reduce the depth of the compensation point for photosynthetic activity by more than ten percent (10%) from the seasonably established norm for aquatic life.

10. Any wastewater having a temperature greater than one hundred fifty degrees Fahrenheit (150°) [sixty-five degrees Celsius (65°C.)], or which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed one hundred four degrees Fahrenheit (104° F.) [forty degrees Celsius (40° C.)].

11. Any wastewater containing any radioactive wastes or isotopes except as specifically approved by the Administrator in compliance with applicable state or federal regulations.

12. Any pollutants which result in the presence of toxic gases, vapors or fumes within the system in a quantity that may cause worker health and safety problems.

13. Any trucked or hauled pollutants, except at discharge points designated by the Town in accordance with Section 134-12.

14. Storm water, surface water, groundwater, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, cooling water and unpolluted industrial wastewater, unless specifically authorized by the Administrator, except that governmentally owned, operated, and appropriately licensed and credentialed correctional facilities may utilize a local central rain collection and distribution system only for purposes of flushing toilets, operating HVAC cooling and heating systems, and/or operating laundry facilities, provided that the system is approved by the Administrator, or designee, as meeting or exceeding the Leadership in Energy and Environmental Design ("LEED") initiative or comparable or better environmental standards. Town procedures and ordinances relating to water and sanitary sewer facilities, and other applicable policies, regulations, and laws; and

further provided the system is approved by the Administrator as meeting or exceeding the Pre-treatment protocols and standards set forth in the Virginia Department of Health's "Virginia Rainwater Harvesting & Use Guidelines".

15. Any industrial wastes containing floatable fats, waxes, grease or oils or which become floatable at the wastewater temperature at the introduction to the treatment plant during the winter season; but in no case industrial wastewater containing more than one hundred (100) mg/L of emulsified oil or grease.

16. The discharge of a petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that cause interference or pass through.

17. Any sludges, screenings or other residues from the pretreatment of industrial wastes.

18. Any medical wastes, except as specifically authorized by the Administrator in a wastewater permit.

19. Any material identified as hazardous waste according to 40 CFR 261 except as may be specifically authorized by the Administrator, and in accordance with Section 134-18N.

20. Any wastewater causing the treatment plant effluent to show acute or chronic toxicity in excess of that allowed by Virginia State Water Control Law, using a percentage of the discharge and aquatic test species chosen by the Administrator.

21. Recognizable portions of the human or animal anatomy.

22. Any wastes containing detergents, surface-active agents or other substances which may cause excessive foaming in the municipal wastewater system.

23. All discharges of storm water, surface water, groundwater, roof runoff, subsurface drainage, or other waters not intended to be treated in the treatment facility, except as authorized by the Town.

24. Bulk, expired, outdated or concentrated prescription or non-prescription pharmaceuticals.

25. Hazardous waste pharmaceuticals or DEA controlled substances by a healthcare facility or reverse distributor.

B. Wastes prohibited by this section shall not be processed or stored in such a manner that these wastes could be discharged to the municipal wastewater systems. All floor drains located in process or materials storage areas must discharge to the industrial user's pretreatment facility before connecting with the system.

C. Wastewater survey. Upon request of the Administrator, all industrial users shall submit information as to the nature and characteristics of their wastewater. The Administrator shall prepare a form for this wastewater survey and may periodically require industrial users to update the wastewater survey, or update thereof, within thirty (30) days from receipt of the

Administrator's request. Failure to complete the wastewater survey, or any update thereon, shall constitute a violation of this Article.

134-5 SPECIFIC POLLUTANT LIMITATIONS

A. The following pollutant limits are established to protect against pass-through and interference. No person shall discharge wastewater into the municipal treatment system containing an excess of the following instantaneous maximum allowable discharge limits:

1. Any arsenic greater than 0.13 mg/L
2. Any barium greater than 1.0 mg/L
3. Any beryllium greater than 3.5 mg/L
4. Any cadmium greater than 0.08 mg/L
5. Any Chemical Oxygen Demand (COD) greater than 1,500 mg/L
6. Any chlorides greater than 1,000 mg/L
7. Any chromium greater than 5.6 mg/L
8. Any copper greater than 0.93 mg/L
9. Any cyanide greater than 1.3 mg/L
10. Any iron greater than 2.0 mg/L
11. Any lead greater than 0.53 mg/L
12. Any manganese greater than 1.0 mg/L
13. Any mercury greater than 0.014 mg/L
14. Any molybdenum greater than 1.16 mg/L
15. Any nickel greater than 0.72 mg/L
16. Any oil and grease greater than 100.0 mg/L
17. Any phenols greater than 0.20 mg/L
18. Any radioactivity as radium - 225 and strontium - 90 greater than 3 pCi and 10 pCi per liter, respectively. In the known absence of strontium - 90 and alpha emitters, the part per million concentrations shall not be greater than 1,000 pCi per liter.
19. Any selenium greater than 0.08 mg/L
20. Any silver greater than 0.52 mg/L
21. Any Total Toxic Organics (TTO's) greater than 2.13 mg/L
22. Any zinc greater than 5.4 mg/L

B. Concentrations apply at the point where the wastewater is discharged into the municipal wastewater system. All concentration from metallic substances are for total metal. Compliance with all parameters may be determined from a single grab sample. The Administrator may impose mass limitations in addition to or in place of the concentration-based limitations above.

C. The Town may develop best management practices (BMPs), by regulation or in individual wastewater discharge permits to implement local limits and the requirements of Sec. 134-4.

134-6 through 134-14 – NO CHANGES

134-15 PERMIT PROVISIONS

A. Industrial wastewater permits shall be issued for a specified time period, not to exceed five

(5) years from the effective date of the permit. Each permit will indicate a specific expiration date. Existing industrial wastewater permits shall be deemed void upon cessation of operations by the user or upon the issuance of a new wastewater permit. The terms and conditions of a permit are automatically continued past its expiration date and remain fully enforceable pending issuance of a new permit if:

1. The permittee has submitted a timely and sufficient application for renewal; or
2. The Town is unable, through no fault of the permittee, to issue a new permit before the expiration date of the previous permit; and
3. The permittee is not in significant noncompliance with the terms and conditions of the previous permit on its expiration date.
4. A wastewater permit for a domestic user shall be issued for an indefinite period without an expiration date.

B. All wastewater permits shall include any such conditions deemed necessary by the Administrator to prevent pass-through or interference, to protect the quality of the water body receiving the treatment plant effluent, to protect worker health and safety, to facilitate sludge management and disposal, to protect the ambient air quality and to protect against damage to the municipal wastewater system and treatment plant. Industrial wastewater permits shall be nontransferable without prior notification to and approval by the Town of Front Royal. Industrial permits shall contain the effluent limits, including BMPs, based on pretreatment standards applicable to the user and shall include self-monitoring, sampling, reporting, notification and record-keeping requirements pertaining to the user. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency and sample type based on Federal, State, and local law. In addition, the permit will contain a statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law. The permit must include requirements to control slug discharge, if determined by the Town to be necessary.

C. Wastewater discharge permits may contain, but need not be limited to the following conditions:

1. Limits on the average or maximum rate of discharge, time of discharge, and/or requirements for flow regulation name equalization;
2. Requirements for installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;
3. Requirements for development of and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or nonroutine discharges;

4. Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the system;
5. The unit charge or schedule or user charges and fees for the management of the wastewater discharged to the system;
6. Requirements for installation and maintenance of inspection and sampling facilities and equipment;
7. A statement that compliance with the wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State pretreatment standards, including those which become effective during the term of the wastewater discharge permit; and
8. Other conditions as deemed appropriate by the Town to ensure compliance with this ordinance and State and Federal laws, rules and regulations.

134-16 – 134-17 – NO CHANGES

134-18 SIGNIFICANT INDUSTRIAL USER REPORTING REQUIREMENTS

A. **BASELINE MONITORING REPORTS** - Within one hundred eighty (180) days after the effective date of a Categorical Pretreatment Standard or one hundred eighty (180) days after the final administrative decision on a category determination under 40 CFR 403.6(a)(4) and 9VAC25-31-780(A)(4), whichever is later, existing significant industrial users subject to such Categorical Pretreatment Standards and currently discharging to or scheduled to discharge to the municipal system shall be required to submit to the Town a report which contains the information listed in Subsection A(1) through (8) below. At least ninety (90) days prior to commencement of their discharge, new sources, including existing significant industrial users which have changed their operation or processes so as to become new sources, shall be required to submit to the Town a report which contains the information listed in Subsection A (1) through (8). A new source shall also be required to report the method of pretreatment it intends to use to meet applicable categorical standards. A new source shall also give estimates of its anticipated flow and quantity of pollutants discharged. The information required in this section includes:

1. **Identifying Information**: The user shall submit the name and address of the facility, including the name of the operator and owners.
2. **Permits**: The user shall submit a list of any environmental control permits held by or for the facility.
3. **Description of Operations**: The user shall submit a brief description of the nature, average rate of production and standard industrial classifications of the operation(s) carried out by such industrial user. This description should include a schematic process diagram which indicates points of discharge to the system from the regulated process.
4. **Flow Measurement**: The user shall submit information showing the measured average

daily and maximum daily flow, in gallons per day, to the system from regulated process streams and other streams as necessary to allow use of the combined waste stream formula set out in 40 CFR 403.6(e) and 9VAC25-31-780(E).

5. Measurement of Pollutants:

a. The industrial user shall identify the Categorical Pretreatment Standard applicable to each regulated process.

b. In addition, the industrial user shall submit the results of sampling and analysis identifying the nature and concentration (and/or mass, where required by the standard or Town) of regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum and long-term average concentrations (or mass, where required) shall be reported. The sample shall be representative of daily operations and shall be performed in accordance with procedures set out in 40 CFR 136.

c. A minimum of four (4) grab samples must be used for pH temperature, cyanide, total phenols, oil and grease, sulfide and volatile organics. All other pollutants will be measured by composite samples obtained through flow- proportional sampling techniques. If flow-proportional composite sampling is infeasible, samples may be obtained through time-proportional sampling techniques or through four (4) grab samples if the user proves such a sample will be representative of the discharge. See Section 134-5A for specific Pollutant Limitations.

6. Special Certification: The user shall submit a statement, reviewed by an authorized representative of the industrial user and certified to by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis and, if not, whether additional operation and maintenance (O & M) and/or additional pretreatment is required in order to meet the pretreatment standards and requirements.

7. Compliance Schedule: If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the user shall submit the shortest schedule by which the industrial user will provide such additional pretreatment and/or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. All compliance schedules must meet the following requirements:

a. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);

b. No increment referred to above shall exceed nine (9) months;

c. The user shall submit a progress report to the Town no later than fourteen days following each date in the schedule and the final date of compliance including, as a minimum,

whether or not it complied with the increment of progress, the reason for any delay, and if appropriate, the steps being taken by the user to return to the established schedule; and

d. In no event shall nine (9) months elapse between such progress reports to the Town.

8. Signature and Certification. All baseline monitoring reports must be signed and certified.

B. COMPLIANCE DEADLINE REPORTS - Within ninety (90) days following the date for final compliance with applicable Categorical Pretreatment Standards or, in the case of a new source, following commencement of the introduction of wastewater into the municipal wastewater system, any industrial user subject to such pretreatment standards and requirements shall submit to the Town a report containing the information described in Section 134-18A (5) and (6). For industrial users subject to equivalent mass or concentration limits established in accordance with the procedures in 40 CFR 403.6(c) and 9VAC25-31-780(C), this report shall contain a reasonable measure of the user's long-term production rate. For all other industrial users subject to Categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. All compliance reports must be signed and certified.

C. PERIODIC COMPLIANCE REPORTS

1. Any significant categorical or non-categorical industrial user subject to a pretreatment standard shall, at a frequency determined by the Administrator but in no case less than quarterly submit a report indicating the nature and concentration of pollutants in the discharge which are limited by such pretreatment standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or pollution prevention alternative, the user must submit documentation required by the Town or the Pretreatment Standard necessary to determine the compliance status of the User. All periodic compliance reports must be signed and certified.

2. All wastewater samples must be representative of the industrial user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean and maintained in good working order at all times. The failure of an industrial user to keep its monitoring facility in good working order shall not be grounds for the industrial user to claim that sample results are unrepresentative of its discharge.

3. If a user subject to the reporting requirement in this section monitors any pollutant more frequently than required by the Administrator, using the procedures described in Section 134-13 (C) of this ordinance, the results of this monitoring shall be included in this report.

4. In the event that an industrial user's monitoring results indicate a violation has occurred, the industrial user must immediately notify the Town (within 24 hours) and resample its discharge. The industrial user must report the results of the repeated sampling within thirty (30) days of discovering the first violation. The industrial user is not required to resample if the Town monitors at the user's facility at least once a month, or if the Town samples

between the user's initial sampling and when the user receives the results of this sampling.

D. REPORTS OF CHANGED CONDITIONS - Each industrial user is required to notify the Administrator of any planned significant changes, as defined in Section 134-18 (D)(4) to the industrial user's operations or pretreatment systems which might alter the nature, quality or volume of its wastewater, including any changes which affect the potential for a slug discharge.

1. The Administrator may require the industrial user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater permit application, if necessary.
2. The Administrator may issue a wastewater permit or may modify an existing wastewater permit in response to changed conditions or anticipated changed conditions.
3. No industrial user shall implement the planned changed condition(s) until and unless the Administrator has responded to the industrial user's notice.
4. For purposes of this requirement, flow increases of ten percent (10%) or greater and the discharge of any previously unreported pollutant shall be deemed significant.

E. REPORTS OF POTENTIAL PROBLEMS - Each industrial user shall provide protection from accidental or intentional discharges of prohibited materials or other substances regulated by this Article. Facilities to prevent the discharge of prohibited materials shall be provided and maintained at the owner's or user's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the Town for review and shall be approved by the Town before construction of the facility. Review and approval of such plans and operating procedures shall not relieve the industrial user from the responsibility to modify the user's facility as necessary to meet the requirements of this Article.

1. No industrial user which commences contribution to the system after the effective date of this Article shall be permitted to introduce pollutants into the system until accidental discharge procedures have been approved by the Town.
2. In the case of any discharge, including, but not limited to, accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, a Slug Discharge or Slug Load, that might cause potential problems for the POTW, the User shall immediately telephone and notify [the Superintendent] of the incident. This notification shall include the location of discharge, type of waste, concentration and volume, if known, and corrective actions taken by the user.
3. Within five (5) days following an accidental discharge, the user shall, unless waived by the Administrator, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage or other liability which may be incurred as a result of damage to the system, natural resources or any other damage to person or property; nor shall such notification relieve the user of any fines, civil penalties

or other liability which may be imposed by this Article.

4. Failure to notify the Town of potential problem discharges shall be deemed a separate violation of this Article.

5. A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees whom to call in the event of a discharge described in Subsection E (2) above. Employers shall ensure that all employees who may cause or suffer such a discharge to occur are advised of the emergency notification procedure.

F. REPORTS FROM NONCATEGORICAL USER - All industrial users not subject to Categorical Pretreatment Standards and not required to obtain a wastewater permit shall provide appropriate reports to the Town as the Administrator may require.

G. SAMPLE COLLECTION

1. Except as indicated in Subsection G (2) below, wastewater samples collected for purposes of determining industrial user compliance with pretreatment standards and requirements must be obtained using flow-proportional composite collection techniques. In the event that flow-proportional sampling is not feasible, the Administrator may authorize the use of time-proportional sampling.

2. Samples for oil and grease, temperature, pH, cyanide, phenols, toxicity, sulfides, and volatile organic chemicals must be obtained using grab collection techniques.

H. ANALYTICAL REQUIREMENTS - All pollutant analyses, including sampling techniques, to be submitted as part of a permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR 136 or, if 40 CFR 136 does not contain sampling or analytical techniques for the pollutant in question, in accordance with procedures approved by the EPA and the Town.

I. MONITORING CHARGES - The Administrator may recover the Town's expenses incurred in collecting and analyzing samples of the industrial user's discharge by adding the costs to the industrial user's sewer charges.

J. TIMING - Written reports will be deemed transmitted at the time of deposit, for mailing postage prepaid, into a mail facility of the United States Postal Service.

K. RECORDKEEPING - Industrial users shall retain and make available for inspection and copying all records and information required to be retained under 40 CFR 403.12(o) and 9VAC25-31-840(0) including all records of information obtained pursuant to any monitoring activities required by this ordinance, any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements, and documentation associated with Best Management Practices established under Section 134-5.C. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at

least three (3) years. This period shall be automatically extended for the duration of any litigation concerning compliance with this Article or where the industrial user has been specifically notified of a longer retention period by the Administrator.

L. INSPECTION AND SAMPLING - The Town, and/or its duly authorized agents, bearing credentials and identification, shall have the right to enter the facilities of any industrial user to ascertain whether the purpose of this Article is being met and all requirements are being complied with. Industrial users shall allow the Administrator, or his representatives, ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying and the performance of any additional duties.

1. Where a user has security measures in force which require proper identification and clearance before entry into its premises, the industrial user shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, personnel from the Town, state and USEPA will be permitted to enter, without delay, for the purposes of performing their specific responsibilities.

2. The Town, state and USEPA shall have the right to set up or require installation of, on the industrial user's property, such devices as are necessary to conduct sampling and/or metering of the user's operations.

3. The Town may require the industrial user to install monitoring equipment, as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the industrial user at the industrial user's expense. All devices used to measure wastewater flow and quality shall be calibrated periodically to ensure their accuracy.

4. Unreasonable delays in allowing Town personnel access to the industrial user's premises shall be a violation of this Article.

5. The Town and/or its agents may randomly sample and analyze the effluent from industrial users and conduct surveillance activities in order to identify, independent from information supplied by industrial users, occasional and continuing noncompliance with pretreatment standards. The Town and/or control authority must evaluate at least once a year whether a significant industrial user needs a plan to control slug discharges. For the purpose of this subsection, a slug discharge is any discharge of a non-routine, episodic nature, including but not limited to, an accidental spill or a non-customary batch discharge. If the Town and/or approval authority decides that a slug control plan is needed, the plan shall contain, at a minimum, the following elements:

- a. Description of discharge practices, including non-routine batch discharges;

- b. Description of stored chemicals;

- c. Procedures for immediately notifying the Town of slug discharges, including any discharge that would violate a prohibition under 40 CFR Part 403.5(b) and 9VAC25-31-770(A), with procedures for follow up written notification within five (5) days;

d. If necessary, procedures to prevent adverse impact from accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structure or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency responses.

M. CONFIDENTIAL INFORMATION - Information and data on a user obtained from reports, surveys, wastewater discharge permit applications, wastewater discharge permits and monitoring programs, and from the Town's inspection and sampling activities, shall be available to the public without restriction, unless the user specifically requests, and is able to demonstrate to the satisfaction of the Town, that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable State law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the user furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available immediately upon request to governmental agencies for uses related to the NPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other "effluent data" as defined by 40 CFR Part 2.302 will not be recognized as confidential information and will be available to the public without restriction.

N. NOTIFICATION OF THE DISCHARGE OF HAZARDOUS WASTE

1. Any user who commences the discharge of hazardous waste shall notify the POTW, the EPA Regional Waste Management Division Director, and State hazardous waste authorities, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include:

- a. the name of the hazardous waste as set forth in 40 CFR Part 261,
- b. the EPA hazardous waste number, and
- c. the type of discharge (continuous, batch, or other).

2. If the user discharges more than one hundred (100) kilograms of such waste per calendar month to the POTW, the notification also shall contain the following information to the extent such information is known and readily available to the user:

- a. An identification of the hazardous constituents contained in the wastes;
- b. An estimation of the mass and concentration of such constituents in the waste stream discharged during that calendar month, and
- c. An estimation of the mass of constituents in the waste stream expected to be discharged during the following twelve (12) months.

3. All notifications must take place no later than one hundred and eighty (180) days after the discharge commences. Any notification under this paragraph need to be submitted only once for each hazardous waste discharged. However, notifications of changed conditions must be

submitted under Section 134-18(D) of this ordinance. The notification requirement in this section does not apply to pollutants already reported by users subject to categorical pretreatment standards under the self-monitoring requirements of Sections 134-18(A), 134- 18(B) and 134-18(C) of this ordinance.

4. Dischargers are exempt from the requirements of paragraph A, above, during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR Part 261.30(d) and Part 261.33(e). Discharge of more than fifteen (15) kilograms of nonacute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR Part 261.30(d) and Part 261.33(e), requires a one-time notification. Subsequent months during which the user discharges more than such quantities of any hazardous waste do not require additional notification.

5. In the case of any new regulations under Section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the user must notify the Town, the EPA Regional Waste Management Waste Division Director, and State hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.

6. In the case of any notification made under this section, the user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

7. This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this ordinance, a permit issued there under, or any applicable Federal or State law.

134-19 ADMINISTRATIVE ENFORCEMENT REMEDIES

A. NOTIFICATION OF VIOLATION - Whenever the Administrator finds that any domestic user or any industrial user has violated or is violating this Article, a wastewater permit or order issued hereunder or any other pretreatment requirement, the Administrator, or his agent, may serve upon said user a written notice of violation. Within five (5) days of the receipt of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted to the Administrator. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this section shall limit the authority of the Town to take emergency action without first issuing a notice of violation.

B. CONSENT AGREEMENTS - The Administrator is hereby empowered to enter into consent agreements, assurances of voluntary compliance or other similar documents establishing an agreement with any domestic or industrial user responsible for the noncompliance. Such agreements will include specific action taken by the industrial user to correct the noncompliance within a time period also specified by the agreement. Consent agreement shall be judicially enforceable.

C. SHOW CAUSE HEARING

1. The Administrator may order any domestic or industrial user which causes or contributes to violation(s) of this Article, wastewater permits or agreements hereunder or any other pretreatment requirement to appear before the Administrator and show cause why a proposed enforcement action should not be taken. Notice shall be served on the user specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action and a request that the user show cause why this proposed enforcement action should not be taken. The notice of the meeting shall be mailed by first class mail to the last known address of the user as stated on the permit application. Such notice may be mailed to any authorized representative of an industrial user. Immediate enforcement action may be taken by the Administrator following the hearing, whether or not the user appears. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the user.
2. An administrative appeal of any show cause hearing may be made to the Town Manager in accordance with the same terms and conditions set forth herein for appeals of wastewater permit application decisions. An appeal from the Town Manager's decision on a show cause hearing may be made to the Circuit Court of Warren County in accordance with the same terms and conditions set forth for appeals from the Town Manager's decisions on wastewater permit application appeals.

D. JUDICIAL REMEDIES

1. The Town may enforce violation of or deviation from the standards of this Article by suit for injunction or other appropriate legal action or suit.
2. The Town may seek to recover by legal action or suit from any industrial user monetary compensation for damages to its public sanitary sewage system, and the POTW's treatment system, caused by the industrial user's violation of or deviation from the standards of this Article.
3. A person who violates the provisions of this Article shall be guilty of a Class 1 misdemeanor and upon conviction is punishable by a maximum fine up to two thousand five hundred (\$2,500) dollars per violation per day and confinement in jail for not more than twelve (12) months, either or both. In the event of a violation, the Town shall also have the right to terminate the sewer and water connections.
4. In addition to the proceedings under the authority of subsection (c) of this section the Town is entitled to pursue all other criminal and civil remedies to which it is entitled under authority of state statutes or other ordinances of the Town against a person conducting a prohibited discharge or violating a pretreatment standard or requirement, including, without limitation, injunctive relief.
5. Any person who knowingly makes and false statements, representations, or certifications in any application, record, report, plan or other document files required to be maintained pursuant to this Article, or wastewater permit, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring devices or method required under this article shall, upon

conviction, be punishable by a maximum fine up to two thousand five hundred (\$2,500) dollars per violation per day and confinement in jail for not more than twelve (12) months, either or both.

6. The Town has the authority and procedures (which shall include notice to the affected industrial users and an opportunity to respond) to halt or prevent any discharge to the system which presents or may presents an endangerment to the environment or which threatens to interfere with the operation of the system. The Director of the Department of Environmental Quality or an authorized representative shall have authority to seek judicial relief and may also use administrative penalty authority when the Town has sought a monetary penalty which the Director believes to be insufficient.

E. OTHER ACTIONS

1. The Town shall be authorized to implement such other program and enforcement mechanisms as are consistent with regulatory guidelines and are deemed appropriate.

2. The Town shall publish annually, in any daily newspaper published in the municipality where the POTW is located, a list of users which, during the previous twelve (12) months were in significant noncompliance with applicable pretreatment standards and requirements. The term significant noncompliance shall mean:

a. Chronic violations of wastewater discharge limits defined here as those in which sixty-six (66) percent or more of wastewater measurements taken during a six-month period exceed ~~the daily minimum limit or average limit for the same pollutant parameter by any amount~~ (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits.

b. Technical Review Criteria (TRC) violations, defined here as those in which thirty-three (33) percent or more of wastewater measurements for each pollutant parameter taken during a six-month period equals or exceeds the product of the numeric pretreatment standard or requirement, including instantaneous limits, multiplied by the applicable criteria [one and four tenths (1.4) for BOD, TSS, fats, oils and grease, and one and two tenths (1.2) for all other parameters except pH];

c. Any other violation of a pretreatment standard or requirement (daily maximum, long-term average, instantaneous limit, or narrative standard) that the Town determines has caused, alone or in combination with other discharges, interference or pass through, including endangering the health of POTW personnel or the general public;

d. Any discharge of pollutants that has caused imminent endangerment to the public or to the environment, or has resulted in the Town's exercise of its emergency authority to halt or prevent such discharge;

e. Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;

f. Failure to provide within ~~ninety (90)~~ **forty-five (45)** days after the due date, any required reports, including baseline monitoring reports, ~~reports on compliance with categorical pretreatment standard deadlines,~~ ninety-day compliance reports, , periodic self-monitoring reports, and reports on compliance with the compliance schedules;

g. Failure to accurately report noncompliance; or

h. Any other violation or group of violations which the Town determines will adversely affect the operation or implementation of the pretreatment program.

3. Supplemental Enforcement Action

a. Performance Bonds - The Administrator may decline to issue or reissue a wastewater discharge permit to any user who has failed to comply with any provision of this Article, a previous wastewater discharge permit, or other issued hereunder, or any other pretreatment standard or requirement, unless such user first files a satisfactory bond payable to the Town, in a sum not to exceed a value determined by the Administrator to be necessary to achieve consistent compliance.

b. Liability insurance - The Administrator may decline to issue or reissue a wastewater discharge permit to any user who has failed to comply with any provision of this Article, a previous wastewater discharge permit, or other issued hereunder, or any other pretreatment standard or requirement, unless such user first submits proof that it has obtained financial assurances sufficient to restore or repair damage to the POTW caused by its discharge.

c. Water supply severance - Whenever a user has violated or continues to violate any provisions of this Article, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, water service to the user may be severed. Service will only recommence, at the user's expense, after it has satisfactorily demonstrated its ability to comply.

4. Availability of Records - Effluent data provided to the DEQ or to the Town shall be available to the public without restriction. Industrial users shall comply with all public access requirements of 40 CFR Part 403.14 and 9VAC25-31-860, incorporated by reference.

F. REMEDIES NONEXCLUSIVE

The remedies provided for in this ordinance are not exclusive. The Town may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will generally be in accordance with the Town's enforcement response plan. However, the Town may take other action against any user when the circumstances warrant. Further, the Town is empowered to take more than one enforcement action against any noncompliant user.

134- 20 – 134-28 – NO CHANGES

This ordinance shall become effective upon passage.

APPROVED:

Eugene R. Tewalt, Mayor

ATTEST:

Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____ 2020, upon the following recorded vote:

Lori A. Cockrell	Yes/No	Jacob L. Meza	Yes/No
William A. Sealock	Yes/No	Chris W. Holloway	Yes/No
Letasha Thompson	Yes/No	Gary Gillispie	Yes/No

A public hearing on the above was held on _____, 2020, having been advertised in the Northern Virginia Daily on _____, 2020, and _____, 2020. The Ordinance was enacted at the Regular Meeting of the Town Council held _____ 2020, to become effective immediately.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____

Front Royal Sewer Use Ordinance Descriptions of Major Revisions

- 1) **Added References to the Virginia Administrative Code** based on a request from DEQ since Virginia is delegated to administer the industrial pretreatment program.
- 2) **Added New Definitions** (Sec. 134-3)
 - a. Added definitions for the following based on the EPA Model SUO:
 - Best Management Practices (BMPs)
 - Indirect Discharge or Discharge
 - Instantaneous Limit
 - Publicly Owned Treatment Works or POTW
 - b. Added definitions for the following based on the Hazardous Pharmaceutical Waste Rule:
 - Hazardous waste pharmaceutical
 - Healthcare facility
 - Pharmaceutical
 - Reverse distributor
 - c. Revised the following definition to be consistent with the Model SUO contents:
 - Significant Non-compliance
 - Slug Load or Slug
- 3) **Updated Prohibitive Discharges Section** (Sec. 134-4)
 - a. Added prohibitions for the following to be consistent with the hazardous pharmaceutical waste rule:
 - i. *Bulk, expired, outdated or concentrated prescription or non-prescription pharmaceuticals.*
 - ii. *Hazardous waste pharmaceuticals or DEA controlled substances by a healthcare facility or reverse distributor.*
- 4) **Revised Specific Pollutant Limitations** (Sec. 134-5)
 - a. Added streamlining text for Best Management Practices.
- 5) **Revised Permit Provisions** (Sec. 134-15)
 - a. Added reference to BMPs
 - b. Added the requirement for controlling slug discharges, if determined by the Town to be necessary
- 6) **Significant Industrial User Reporting Requirements** (Sec. 134-18)
 - a. Under Periodic Compliance Reports, added the requirement for the user to submit information on BMPs or other pollution prevention alternatives if needed to determine compliance status.
 - b. Under Reports of Changed Conditions, added requirement to notify the Town of a change in the potential for a slug discharge
 - c. Under Recordkeeping, revised text to expand requirements and include documents associated with BMPs.

Front Royal Sewer Use Ordinance Descriptions of Major Revisions

7) Revised Administrative Enforcement Remedies (Sec 134-19)

- a. Under “Other Actions”, the definition of Significant Noncompliance was revised to match the Model SUO and the definition earlier in the SUO.
- b. Revised Item (E.2.f) (reporting deadline) from 90 to 45 days.
- c. Added Remedies Nonexclusive section (F) to provide enforcement flexibility and to include legal authority to enforce the Town’s Enforcement Response Plan

2b



Work Session Agenda Form

Item # 02b

DATE: March 2, 2020

AGENDA ITEM: Ordinance Amendment to Chapter 85-3 and 85-11 for Name Change and Remove Recycling Charge

SUMMARY: Town Staff has requested that the Town Code Chapter 85-3 and 85-11 be amended as follows: reflect the current name of the Public Works Department by removing the reference to Environmental Services; and to remove the penalty

- 1) 85-3 – Remove reference to Department of Environmental Services and reflect the current name “Public Works”
- 2) 85-11 - Remove penalty of failure to separate recyclables and fee due to no longer having to separate recyclables.

BUDGET/FUNDING: N/A

STAFF RECOMMENDATION: Update Town Code as presented

**AN ORDINANCE TO AMEND FRONT ROYAL TOWN CODE CHAPTER 85-3 AND
85-11 PERTAINING TO DEPARTMENT NAME CHANGE AND REMOVAL OF
RECYCLING CHARGE**

WHEREAS, Town Staff requests that the Town Code to reflect the correct name of the Public Works Department by removing reference to Environmental Services; and,

WHEREAS, Town Staff requests that the charge for “failure to separate recyclable materials” be removed from the Town Code, due to no longer having to separate recyclables; and,

NOW THEREFORE, BE IT ENACTED, by the Town Council of the Town of Front Royal, Virginia, that Chapter 85-3 and 85-11 of the Front Royal Town Code hereby be amended as follows:

85-3 COLLECTION CHARGES

E. The Town shall provide "On-Call Collection" of large items or large quantities of items to existing residential customers as follows:

1. Individuals shall establish a work order for collection and schedule collection with the Department of ~~Environmental Services~~ **Public Works** prior to placing material.
2. Individuals shall identify the type and quantity of items to be collected, so that the Town may dedicate the necessary forces for collection. Items not acceptable for disposal, such as those identified in Section 85-10(E), or other items, such as, but not limited to, computer monitors, items containing mercury such as thermometers, sofas containing hideaway beds, recliners, items not readily crushable by the Town's mechanical refuse crushers, railroad ties, bricks, rocks, wooden or metal fencing, yard waste including tree limbs, roots, root balls, and stumps, air or propane tanks, swing sets, porch swings, picnic tables, and other items (however, yard waste items may be collected on a not on-call basis in accordance with the procedures established in Section 85-4 of the Town Code) determined by the Director of Environmental Services to be unacceptable shall not be collected as part of this program. All items to be collected, except furniture and appliances, shall be bagged in plastic or cloth bags, not to exceed fifty-five (55) gallons. All items to be collected shall be placed within the Right-of-Way, but items shall not be placed on the street or sidewalk. The Town shall not enter private property for On-Call Collection.
3. There will be no fee for the first collection work order per customer per calendar year containing twenty (20) or fewer bags, not exceeding fifty-five (55) gallons per bag, of bagged items to be collected, plus five (5) pieces of furniture determined by the Department of ~~Environmental Services~~ **Public Works**, as readily crushable by the Town's mechanical refuse crusher, or household appliances not containing Freon or mercury. For a second collection work order per customer per calendar year, the fee is \$25.00. For a third and all subsequent collection work orders per customer per calendar year, the fee is \$50.00.

4. For the first collection of unbagged items, and/or for collection of more than twenty (20) bags or five (5) furniture items of other acceptable items for collection, not otherwise eligible for collection pursuant to (3.) above, per customer per calendar year, there shall be a fee of Four Hundred Dollars (\$400.00) per hour. For a second collection of unbagged items and/or second collection of more than twenty (20) bags or five (5) furniture items or other acceptable items for collection, not otherwise eligible for collection pursuant to (3.) above, per customer per calendar year, there shall be a fee of Six Hundred Dollars (\$600.00) per hour. For a third or subsequent collection of unbagged items and/or a third or subsequent collection of more than twenty (20) bags or five (5) furniture items of other acceptable items for collection, not otherwise eligible for collection pursuant to (3.) above, per customer per calendar year, there shall be a fee of Eight Hundred Dollars (\$800.00) per hour.
5. Items containing Freon or other refrigerants, such as refrigerators, freezers, air conditioners, and dehumidifiers shall be subject to an additional fee of \$15.00 per item for the recovery of such refrigerants from the device.
6. Tires without rims shall be subject to a collection fee of \$2.00 per tire; tires with rims shall be subject to an additional fee of \$4.00 per tire for the Town's additional time and labor involved in separating the tires from the rims.
7. For purpose of §85-3(E) only, placement of bagged material or furniture compliant with this Code Section shall not constitute a violation of Town Code §142-4 for residential customers with an established, open On-Call Collection work order obtained through the Department of ~~Environmental Services~~ Public Works to place items for collection within the Town Right-of-Way so long as no such items placed obstruct the traveled portion of any street or sidewalk, and so long as access by the Town is not blocked or impeded. Placement of any material intended for collection through the On-Call Collection Program prior to establishing a work order shall constitute a violation of Town Code §142-4 and shall be subject to enforcement action and punishment as permitted by the Town Code.

85-11 SEPARATION; VIOLATIONS AND PENALTIES

G. Penalties for misdemeanor violation of this Chapter shall be as follows:

1. Failure to remove solid waste containers from Town right-of-way: \$10.00 per day of non-compliance after third violation notice.
- ~~2. Failure to separate recyclable materials: \$10.00 per occurrence after third violation notice.~~
3. Failure to maintain containers in a clean and sanitary condition, free from odor, flies or vermin: \$25.00 per occurrence after third violation notice.
4. Failure to bag solid waste placed in containers: \$25.00 per occurrence after third violation notice.

5. Late placement of solid waste materials at curbside: \$25.00 per occurrence after third violation notice.
6. Inclusion of hazardous, infectious or medical wastes in household solid waste containers: \$500.00 per occurrence.
7. Other violations of this Chapter: \$25.00 per occurrence after third violation notice.

This ordinance shall become effective upon passage.

APPROVED:

Eugene R. Tewalt, Mayor

ATTEST:

Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____ 2020, upon the following recorded vote:

Lori A. Cockrell	Yes/No	Jacob L. Meza	Yes/No
William A. Sealock	Yes/No	Chris W. Holloway	Yes/No
Letasha Thompson	Yes/No	Gary Gillispie	Yes/No

A public hearing on the above was held on _____, 2020, having been advertised in the Northern Virginia Daily on _____, 2020, and _____, 2020. The Ordinance was enacted at the Regular Meeting of the Town Council held _____ 2020, to become effective immediately.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____ / ____ / ____

2c



Work Session Agenda Form

Item # 02c

DATE: March 2, 2020

AGENDA ITEM: Revision of Town Ordinances Related to Displaying Town Stickers on Vehicles

SUMMARY: Council is requested to approve revisions to Town of Front Royal Municipal Chapter 160 to remove requirements for displaying Town stickers on vehicles.

Town license fees represent \$385,380 in revenue for the Proposed FY21 Budget. The Town will continue to collect license fees on personal property tax bills, but the Town would not require Town stickers to be displayed on vehicles.

Town residents that prefer to display a Town sticker, to more easily utilize Warren County garbage sites, would be able to request a Town sticker using procedures that are currently in place; such as providing a copy of the vehicle registration showing a Town address/garage jurisdiction and paying applicable prorated license fees.

BUDGET/FUNDING: N/A

STAFF RECOMMENDATION: Staff recommends to approve as presented.

Work Session

**ORDINANCE TO AMEND FRONT ROYAL TOWN CODE CHAPTER 160
PERTAINING TO LICENSING OF VEHICLES**

WHEREAS, the Front Royal Town Code is requested to be amended to remove the requirement for the display of motor vehicle stickers or decals; and,

NOW THEREFORE, BE IT ENACTED, by the Town Council of the Town of Front Royal, Virginia that Chapter 160 of the Front Royal Town Code hereby be amended as follows:

**Chapter 160
VEHICLES, LICENSING OF**

Sections:

160-1 REQUIRED LICENSE FEE

160-2 EXEMPTIONS

160-3 ANNUAL LICENSE FEES; PRORATION

**160-4 PAYMENT OF FEE TO MANAGER; PREREQUISITE PAYMENT OF PERSONAL
PROPERTY TAXES**

160-5 LICENSE YEAR

160-6 ISSUANCE AND ATTACHMENT OF LICENSE PLATE OR STICKER

160-7 DUPLICATE OR REPLACEMENT LICENSE PLATE OR STICKER; FEE

160-8 TRANSFERABILITY OF LICENSE PLATE OR STICKER

~~**160-9 DISPLAY OF EXPIRED LICENSE PLATE OR STICKER PROHIBITED**~~

~~**160-10 PROHIBITIONS**~~

~~**160-11 VIOLATIONS AND PENALTIES**~~

~~**160-12 EXEMPTIONS**~~

160-1 through 160-2 – NO CHANGES

160-3 ANNUAL LICENSE FEES; PRORATION

A. Annual fees. The annual license fee for motor vehicles, trailers or semitrailers are:

1. Upon each passenger automobile, station wagon, motor home, bus, truck or similar motor vehicle: twenty-five dollars (\$25.00).
2. Upon each motorcycle, motor scooter or other similar vehicle: fifteen dollars (\$15.00).
3. Upon each trailer, semitrailer or any vehicle without motive power, except mobile homes: fifteen dollars (\$15.00). Each such trailer, semitrailer or vehicle without motive power with a gross weight of one thousand five hundred (1,500) pounds or less shall be exempt from these requirements.
4. No fee of any kind shall be charged for any passenger vehicle, pickup or panel truck bearing lawful prisoner of war license plates issued by the Commonwealth of Virginia in accordance with the provisions of the Code of Virginia, Section 46.2-746.

5. Twelve dollars (\$12.00) for each motor vehicle bearing Virginia National Guard license plates issued by the Commonwealth of Virginia in accordance with the provisions of the Code of Virginia, Section 46.2-744.

6. In no event shall the fees described in subsections 1-5 be greater than the amount of the license tax imposed by the Commonwealth of Virginia on the motor vehicle, trailer or semitrailer.

B. Proration of fees. All motor vehicles registered as of the effective date of this subsection shall pay a registration licensing fee equal to one-twelfth (1/12) of all fees required by Subsection A of this section, computed to the nearest cent, multiplied by the number of months in the licensing period of such motor vehicle, trailer or semitrailer.

C. Refunds. In the event that the ~~display of a Town motor~~ vehicle ~~sticker~~ license fee is no longer required because of sale, destruction or other circumstances pertaining to the motor vehicle, the owner may ~~surrender the motor vehicle sticker~~ provide adequate documentation showing proof of sale, destruction, or other circumstance along with written request for refund to the Town of Front Royal and receive a refund. The refund will be the prorated cost of the sticker, based on the total number of unexpired months remaining divided by the total number of months for which the sticker was valid. The unexpired months shall be computed in whole numbers, and fractions of unexpired months shall not be counted. In order to qualify for a refund, if applicable, the motor vehicle sticker must be removed from display on the windshield and surrendered at the Town Hall. No refunds shall be paid on applications made after ~~November~~ May 15 of the license year.

~~D. Transitional Provisions. Vehicles licensed in the Town of Front Royal on January 15, 1997, with licenses valid through April 15, 1997, shall receive a pro-rata discount for the license period to expire February 15, 1998. Such pro-rata discount, representing the unexpired months remaining on the original license, shall be based upon the original license fee paid. The license fee for the license to expire February 15, 1998, for motor vehicles, trailers or semitrailers are:~~

~~1. Upon such passenger automobile, station wagon, motor home, bus, truck or similar motor vehicle: seventeen dollars and fifty cents (\$17.50).~~

~~2. Upon each motorcycle, motor scooter or other similar vehicle: ten dollars and thirty-three cents (\$10.33).~~

~~3. Upon each trailer, semitrailer or any vehicle without motive power, except mobile homes: ten dollars and thirty-three cents (\$10.33). Each such trailer, semitrailer and vehicle without motive power with a gross weight of one thousand five hundred (1,500) pounds or less shall be exempt from these requirements.~~

~~4. One dollar (\$1.00) for any passenger vehicle, pickup or panel truck bearing lawful prisoner of war license plates issued by the Commonwealth of Virginia in accordance with the provisions of the Code of Virginia, Section 46.2-746.~~

~~5. Eight dollars and thirty-three cents (\$8.33) for each motor vehicle bearing Virginia National Guard license plates issued by the Commonwealth of Virginia in accordance with the provisions of the Code of Virginia, Section 46.2-744.~~

~~6. In no event shall the fees described in subsections 1-5 be greater than the amount of the license tax imposed by the Commonwealth of Virginia on the motor vehicle, trailer or semitrailer.~~

160-4 PAYMENT OF FEE TO MANAGER; PREREQUISITE PAYMENT OF PERSONAL PROPERTY TAXES

A. License fees shall be paid to the Town Manager or his authorized agent upon application on the forms furnished for that purpose.

B. No motor vehicle, trailer or semitrailer shall be locally licensed unless and until the applicant shall have produced satisfactory evidence that all personal property taxes upon the motor vehicle, trailer or semitrailer to be licensed have been paid which have been properly assessed or are assessable against the applicant by the Town.

160-5 LICENSE YEAR

A. ~~Any vehicle license issued under the provisions of this Chapter for the license year ending February 15, 2010, shall remain valid until June 5, 2010, at which time it shall expire absolutely.~~
B. ~~After June 5, 2010, t~~The phrase "license year" ~~as used in this Section 160-10 of this Code~~ shall mean the period from June 5th of each year to June 5th of the following year.

160-6 ISSUANCE AND ATTACHMENT OF ~~LICENSE PLATE OR~~ STICKER

Upon the payment of the prescribed fee, the Town Manager or his authorized agent ~~shall~~ **may** **upon request,** issue to the applicant one (1) ~~license plate~~ **sticker** which shall be securely fastened to the ~~rear or front~~ **windshield** of the vehicle for which it was issued in a position to be clearly visible and in a condition to be clearly legible. ~~In lieu of such license plate, the Town Manager or his agent may issue a sticker to the applicant, which is to be fastened to the front windshield of the vehicle for which it was issued in a position to be clearly visible and in a condition to be clearly legible.~~

160-7 DUPLICATE OR REPLACEMENT LICENSE PLATE OR STICKER; FEE

In the event that any ~~license plate or~~ sticker is lost or mutilated or becomes illegible, the person entitled thereto shall make application for and obtain a duplicate or substitute therefore, upon furnishing information which is satisfactory to the Town Manager or his agent and upon payment of a replacement fee of one dollar (\$1.) .

160-8 TRANSFERABILITY OF LICENSE PLATE OR STICKER

License plates or stickers shall not be transferable between owners.

~~160-9 DISPLAY OF EXPIRED LICENSE PLATE OR STICKER PROHIBITED~~

~~It shall be unlawful for any owner of a motor vehicle, trailer or semitrailer to display upon such vehicle any license plate or sticker after the expiration date of such plate or sticker.~~

~~169-10 PROHIBITIONS~~

~~It shall be unlawful for any owner or operator of a motor vehicle, trailer, or semitrailer, located and registered in Town, to:~~

~~A. Fail to obtain, or fail to display thereon after having been assigned thereto, a Town license plate or sticker for the current license year; or,~~
~~B. Display or allow to be displayed thereon a Town license plate or sticker after its expiration date, or while knowing the same to be fictitious, canceled, revoked, suspended or altered; or,~~
~~C. Park upon streets, alleys or grounds of the Town of Front Royal or in any other place open to the public such motor vehicle, trailer or semitrailer which does not have attached thereto and displayed thereon the Town license plate or sticker assigned thereto for the current license year.~~

160-110 VIOLATIONS AND PENALTIES

Any person who violates any of the provisions of this chapter shall be guilty of a Class 4 misdemeanor. ~~A violation of this chapter by the registered owner of the motor vehicle, trailer, or semitrailer may not be discharged by payment of a fine except upon presentation of satisfactory evidence that the required Town license plate or sticker has been obtained.~~ The police officers of the Town are authorized to enforce the prohibitions of this chapter by issuing citations, summonses, parking tickets (Notice of Violation) or uniform traffic summonses.

160-121 EXEMPTIONS

No annual registration fee prescribed in this chapter shall be required for any one (1) motor vehicle owned and used personally by any veteran who has either lost or lost the use of one (1) or both legs or an arm or a hand or who is blind or who is permanently and totally disabled, as certified by the Veterans Administration. Any such vehicle shall display special permit red, white and blue plates of a type approved by the Town Clerk. The Town Clerk shall prescribe application forms for such exemptions, and the application shall be accompanied by a statement that such veteran has been so designated or classified by the Veterans Administration as to meet the requirements of this section and that such disability is service-connected. For the purposes of this section, a person shall be considered blind if he has a permanent impairment of both eyes of the following status: central visual acuity of 20/200 or less in the better eye, with corrective glasses, or central visual activity of more than 20/200 if there is a field defect in which the peripheral field has contracted to such an extent that the widest diameter of visual field subtends an angular distance no greater than twenty degrees (20°) in the better eye.

This ordinance shall become effective upon passage.

APPROVED:

Eugene R. Tewalt, Mayor

ATTEST:

Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____ 2020, upon the following recorded vote:

Lori A. Cockrell	Yes/No	Jacob L. Meza	Yes/No
William A. Sealock	Yes/No	Chris W. Holloway	Yes/No
Letasha Thompson	Yes/No	Gary Gillispie	Yes/No

A public hearing on the above was held on _____, 2020, having been advertised in the Northern Virginia Daily on _____, 2020, and _____, 2020. The Ordinance was enacted at the Regular Meeting of the Town Council held _____ 2020, to become effective immediately.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____

3



Work Session Agenda Form

Item # 3

DATE: 2/06/20

AGENDA ITEM: ENGINEERING SERVICES FOR THE PARALLEL WATERLINE FOR THE WATER SUPPLY FOR THE ROUTE 522 NORTH CORRIDOR

SUMMARY:

The Town recently contracted with CHA Consulting to complete the Preliminary Engineering Report (PER) dated July 2019 for the feasibility of a parallel waterline for the water supply for the Route 522 North Corridor that has been approved by VDOT.

Council previously directed staff to move forward with an RFP for engineering design services with intentions on using water reserve fund balance to fund the project. A budget amendment will need to be approved to move forward with the project. A public hearing on the budget amendment will be required due to the amendment exceeding 1% of the original budget.

The Town issued an RFP for engineering design services and received five (5) proposals. After review, and negotiations, Staff believes that CHA Consulting can meet the Town's needs and assist the town in beginning this project. Staff recommends the contract for \$1,215,500.00 be awarded to CHA for their scope of services proposal.

Not included in their proposal are additional tasks to be approved by the Town after Bids for construction are received. These costs are:

Task 6 – Construction Contract Administration	\$	82,000.00
Task 7 – Project Closeout / Operation and Maintenance Manual(s)	\$	15,500.00
Task 8 – Resident Project Representative	\$	288,000.00
Construction Administration and RPR Total	\$	385,500.00

Staff would like direction to move forward with the full proposal (attached), or to hire a Clerk of the Works or Owner's Representative to complete the above tasks.

BUDGET/FUNDING:

9601-3510110	Water Treatment Appropriated Funds Forward	\$1,313,000.00
9601-43002	Water Treatment Plant Professional Services	\$1,313,000.00

STAFF RECOMMENDATION: Staff recommends Council move forward with a public hearing on the budget amendment and to approve awarding \$1,313,000.00 to include Construction Contract Administration & Project Closeout and direct staff to obtain a third party Clerk of Works to oversee the project.

Work Session

EXHIBIT B January 13, 2020

CHA Consulting, Inc. (CHA) is pleased to submit this proposal to provide comprehensive engineering services for the proposed Route 522 Corridor Parallel Waterline Project. Our project understanding, scope, schedule, and fees are outlined in the following paragraphs.

PROJECT UNDERSTANDING

The Town of Front Royal (TOWN) has requested Professional Services to be provided by CHA for the Route 522 Corridor Parallel Waterline Project. This Scope of Services includes engineering design services to deliver 100% bid documents and construction bidding services to assist in the advertisement and obtainment of sealed bids for construction of the proposed work. Construction Administrative and Inspection Services have included for future approval by the TOWN.

SCOPE OF SERVICES

This scope of services is based on the report titled “**Route 522 Corridor Water Main PER**” dated July 2019.

Our engineering services will include the following Tasks:

- Task 1 – Surveying
- Task 2 – Geotechnical Evaluation
- Task 3 – Land Acquisition Services
- Task 4 – Design Services
- Task 5 – Construction Bidding Services
- Task 6 – Construction Contract Administration
- Task 7 – Operation and Maintenance Manual(s)
- Task 8 – Resident Project Representative
- Task 9 - Permitting

Task 1 - Surveying

CHA will subcontract with Marsh and Legge to provide surveying services. The following surveying services will be provided in order to develop 100% bid ready documents for the PIPELINE and Barringer Mountain Water Pump Station:

- All field survey data will be provided in AutoCAD format on the Virginia State Plane Coordinate System (83 Horizontal Datum and 88 Vertical Datum).
- Property and right-of-way determinations along the PIPELINE alignments will be determined through deed verification and physical locations of existing pins located in the field, as necessary for design and/or easement obtainment.
- Field survey will locate planimetry, Miss Utility marked underground utilities, above ground utilities, storm drain features, property lines, edge of pavement, signs, mailboxes, driveways, etc. as necessary for design and construction.
- Topographic features critical to design will be located along the proposed pipeline for profile generation.
- All field data will be provided in AutoCAD format to be used as base files for the engineering design.
- GPS control points will be established along the entire project route.

Easement Plats – these services will be provided for areas where full Easement Plat preparations are required for legal or other purposes.

Subdivision Plats – these services will be provided for the Manassas Pump Station Site. Subdivision plat will be prepared for the selected site and will be submitted for approval to the appropriate Town departments for approval.

Supplemental Information for Enhanced Project Value:

- Survey information will be established using a local control system to tie into the Virginia State Plane Coordinate System. This will allow all available GIS data along with Aerial Photography as an overlay to the field survey that will provide a detailed background that clearly shows construction features/existing conditions of the immediate impact area as well as outlying adjacent areas that may be impacted by construction activities.
- A local grid of GPS control points will tie into the existing state plane system and the County GIS system. Control points established during field collection will be of permanent types and can be utilized for construction stakeout. Stakeout services are excluded from this scope of services.

Task 2 – Geotechnical Evaluation

CHA will subcontract with Schnabel Engineering to provide geotechnical services for the project. The following geotechnical services will be provided for the project:

Waterline River Crossing (Micro-Tunneling) – Our geotechnical team will perform bores in the center of the launching and receiving shafts. In addition, a boring in the river about midway between the two shafts and offset from the proposed micro-tunneling alignment by approximately 20 feet. Each boring will extend to an approximate elevation of 410 feet. Standard penetration tests (SPTs) will be performed and split-spoon samples will be collected, described and classified in the soil overburden. NX/NQ-size (at least double tube sampler) rock core samples will be collected for logging and testing in the limestone. Our team will photograph soil samples cores as placed in spoons or core boxes and determine recovery of all samples and RQD of the rock. The drilling rate (ft/min) will be recorded along with down pressure, rotation rate, and water losses / rod drops during drilling. Boreholes will be sealed by grouting with a cement-bentonite grout upon completion.

For the geophysical work, we recommend that a line running parallel to the river bank, through the center of each shaft, and from 100 feet south of each shaft to 100 feet north be surveyed.

Manassas Pump Station – If needed based on site conditions, a geotechnical evaluation of the proposed site will be conducted. We will provide geotechnical borings at the proposed site to evaluate subgrade conditions, rock profile, foundation conditions etc. as deemed necessary for the development of 100% bid documents.

Task 3 – Land Acquisition Services

CHA will provide the following Land Acquisition Services necessary for the PIPELINE and Manassas Water Pump Station:

PIPELINE: CHA will provide the following Land Acquisition Services in order to obtain approximately 7 easements required for the construction of the PIPELINE and Manassas Pump Station.

- Property Owner Communication – CHA will coordinate with property owners to discuss project impacts, potential options, and develop a plan of action that can be presented to both parties for consideration and negotiation purposes.
- Easement Sketches – this document will be provided to clearly outline how the proposed construction will impact the parcel owner’s property. The document will include the owners information, tax map (or parcel ID) number, magisterial district, assigned easement number, the permanent and temporary easement areas, general location of property lines, existing buildings and other visible features on the property and specific disclaimer language clearly indicating that the document does not represent a property line survey.

Manassas Water Pump Station: CHA will provide the following Land Acquisition Services in order to identify, evaluate and select the appropriate site for the Manassas Water Pump Station.

- CHA will evaluate up to 3 potential pump station site locations along the proposed PIPELINE route in the vicinity of Manassas Avenue. We will provide these locations to the Town for consideration.
- Property Owner Communication – CHA will work with the Town to coordinate with property owners to discuss project impacts, potential options, and develop a plan of action that can be presented to both parties for consideration and negotiation purposes.
- Site Layout Figure – this document will be provided to clearly outline how the proposed construction will impact the parcel owner’s property. The document will include proposed design features, proposed property line, the owners information, tax map (or parcel ID) number, magisterial district, the general location of existing property lines, existing buildings and other visible features on the property and specific disclaimer language clearly indicating that the document does not represent a property line survey. See “Subdivision Plats” to be provided under Task 1 – Surveying.

Task 4 – Design Services

CHA will provide the following design services for the development of 100% bid ready documents for each of the project components as listed below:

PIPELINES (Electric Utility & Section II)

Assumptions:

- CHA will coordinate with the various permitting agencies required for regulatory approval of the final contract documents.
- CHA will coordinate with Virginia Department of Health (DWSRF) and Virginia Resource Authority funding programs to assist the Town in analyzing funding options available in order to maximize project value.
- All design services for the Route 522 Parallel Waterline Project are based on the Electric Utility and Section II alignments evaluated for the report titled “**Route 522 Corridor Water Main PER**” dated July 2019. Any design services related to an alternative route evaluation will require a scope amendment.

30% Preliminary Design Documents will include the following:

- List of desired technical specifications to be provided in CSI MasterFormat at the 60% design stage.

- 30% design level drawings to include horizontal pipeline alignment at a horizontal scale of 1"=50'. Drawings will include preliminary alignments and will be based on available survey data and GIS data including available utilities, GIS level topography and aerial imagery.
- 30% design level construction details.
- Detailed list of proposed easements along with preliminary Easement Agreements including Easement Exhibits.

60% Design Review Documents will include the following:

- 60% design level technical specifications in CSI Master Format.
- 60% design level drawings to include plans and profiles with a horizontal scale of 1"=50' and vertical scales of 1"=5' and 1"=10'. Drawings will include final horizontal and preliminary vertical alignments and will be based on available survey data and GIS data including available utilities, GIS level topography and aerial imagery.
- 60% design level construction details.
- Design calculations will be submitted to the Virginia Department of Health for regulatory review and will be provided for TOWN's consideration.

90% Final Design Documents will include the following:

- 90% final design technical specifications in CSI Master Format.
- 90% final design drawings will be provided and will contain survey data that will include the following (where appropriate):
 - CHA will provide physical location of proposed waterline in field for detailed survey locations, as necessary.
 - Survey data provided for design will include a combination of aerial survey, field survey, field investigations and available GIS/record drawings, etc.
 - Field survey data will be provided in AutoCad format on the Virginia State Plane Coordinate System (83 horizontal datum and 88 vertical datum). This will allow for all field survey data to be overlaid onto existing TOWN GIS data.
 - Physical features to be located along each alignment route are Miss Utility marked underground utilities, above ground utilities, storm drain features, right-of-way/property lines, edge of pavement, signs, mailboxes, driveways etc., as deemed necessary for the design of proposed pipeline. Critical topographic data will be obtained where necessary along the center of proposed pipeline.
 - The survey areas will be controlled by GPS control points that will be strategically placed along the surveyed route. These control points can also be used to stake the proposed water line for construction.
 - 90% final design plan and profile drawings for regulatory and TOWN review will include horizontal alignment and profiles with details at stream crossings, utility conflicts based on available mapping and survey data, erosion and sediment control measures, etc.
 - 90% final design construction details for regulatory and TOWN review will be provided.

100% bid ready documents will incorporate comments from internal Quality Control, regulatory agency review and TOWN review.

Manassas Water Pump Station

Assumptions:

- CHA will provide design services for the development of bid ready documents for an in-line package booster pump station equipped with two single-stage, end suction pumps.

- Design flows will be based on data provided in the report titled “**Route 522 Corridor Water Main PER**” dated July 2019.
- The pump station will include the following:
 - Variable frequency drives to allow pump soft start and a flow range from 0.6 to 2.16
 - MGD to meet current and 2035 future 522 Corridor demands
 - Pump control valves that will protect the pumps from surges and shut down the pumps;
 - A surge anticipation valve that will reduce the risk of adverse effects from transients
 - during sudden, unexpected valve closures and power failure;
 - A backup generator
 - Enough room to house 150 HP pumps for future expansion.

60% design review documents will include the following:

- 60% design level technical specifications in CSI Master Format.
- 60% design level drawings to include plans, sections and details necessary for the construction of the pump station.

90% final design documents will include the following:

- 90% final design technical specifications in CSI Master Format.
- 90% final design plans, sections and details for regulatory and TOWN review.

100% bid ready documents will incorporate comments from internal Quality Control, regulatory agency review and TOWN review.

Task 5 – Construction Bidding Services

CHA will assist the TOWN during the bidding phase by performing the following:

- Draft advertisement for invitations to bid on construction of the work.
- Answer contractor inquiries during the bidding period.
- Assist in receiving and evaluating bids at the end of bidding process.
- Perform contractor reference checks and draft recommendation of award letter to the TOWN.

Task 6 – Construction Contract Administration

CHA will assist the TOWN during construction to ensure Contractor compliance with the Contract Documents and facilitate timely and cost-effective completion of construction. CHA will prepare an agenda, attend, and conduct a preconstruction conference and monthly progress meetings with the TOWN and the Contractor(s).

CHA will:

- Review required submittals for conformance with Contract Documents including shop drawings, samples, product compliance certificates, and construction schedules.
- Provide written assessments of each submittal and distribute all submittals with comments back to Contractor with a copy to the TOWN. As part of this work, CHA will maintain a complete file of all project submittals.
- Respond to requests for interpretations and information relative to issues that arise during construction pertaining to the design documents. Prepare responses required to answer all requests including clarification sketches if required.

- Review Change Proposals submitted by the Contractor for legitimacy and fairness. Prepare Change Proposal Requests for additional work requested by the TOWN.
- At Substantial Completion, CHA will perform a project walk-through to confirm the Contractor's punch list of incomplete activities. Incomplete or deficient work shall be incorporated into the punch list. CHA shall monitor construction activities until final completion is achieved.

At the monthly progress meetings, CHA will review Contractor's monthly progress payment submittals for general appropriateness and make recommendations to the Owner for payment, assist the TOWN with record keeping, reporting, submittals, and payment application procedures associated with the funding requirements.

In addition, CHA will prepare record drawings of constructed conditions including an update of design drawings to incorporate changes made during construction. One (1) electronic copy of all record drawings shall be provided to the TOWN. CHA will use the Contractor's record drawings and inspection logs of all changes made during construction in preparing record drawings.

Task 7 – Operation and Maintenance Manual

Under this task, CHA will provide an Operation and Maintenance Manual for the Manassas Water Pump Station, master meters, blow offs, etc. An O&M manual will be developed to include, but not be limited, to the following sections:

- Purpose and Scope
- Water pump station operational processes, instrumentation, SCADA and equipment
- Record Keeping
- Personnel
- Safety
- Emergency Planning
- Appendices, including:
 - Publication references
 - Regulatory References
 - Operating Permits
 - Valve Schedules
 - Manufacturer's O&M Manuals
 - All available equipment shop submittals
 - Sample Forms

CHA will submit a draft copy of the O&M manual for review to the TOWN. After receipt of comments, the O&M manual will be finalized and two copies of the final O&M Manual, as well as a searchable digital copy in PDF or Word format, will be provided to the TOWN. The table of contents in the PDF or Word document will include an electronic link to each individual section, table, and figure in the manual.

Task 8 – Resident Project Representative

CHA will provide on-site representation during construction to observe progress for conformance with the Contract Documents. Services provided by CHA shall include the following:

- Provide a Resident Project Representative on the site during construction to observe work in place for conformance with plans and specifications. CHA's on-site representative will be a full-time employee of CHA who is experienced in the construction of major water and wastewater treatment processes.

- CHA’s on-site representative will attend project coordination meetings conducted by the Contractor for purposes of coordinating project activities and resolving outstanding issues.
- CHA will report all deficiencies observed during visits to the site to the attention of TOWN and Contractor representatives.
- CHA’s representative will provide daily progress reports documenting general conditions of the work, adherence to the construction schedule, problems arisen, and resolution of such problems. Reports will include site photos.

Task 9 - Permitting

Environmental Permitting:

CHA will provide the environmental review and permitting services necessary to construct the PIPELINE and Manassas Water Pump Station. Permits will be required from the following agencies and businesses with additional agency consultation for potential endangered and threatened species concerns and potential historic and archaeological resources:

- Virginia Department of Environmental Quality (DEQ)
- Virginia Department of Health (VDH)
- Corps of Engineers (COE)
- Virginia Marine Resources Commission (VMRC)
- Norfolk Southern (NS)
- Virginia Department of Transportation (VDOT)

A Joint Permit Application (JPA) will be required to support the acquisition of applicable DEQ, Corps of Engineers and Virginia Marine Resources Commission (VMRC) permits required for temporary impacts to rivers and streams from the waterline installation construction. The JPA will be submitted to the VMRC for distribution to the applicable review agencies including those that may require permits and others that provide recommendations for permit conditions (such as surveys and studies) to be included in the VMRC permit.

The Department of Historic Resources (DHR) has designated the County golf course property as a Historic District, indicating it to be the “Front Royal Recreational Park Historic District”. CHA will contact and coordinate with DHR prior to JPA submission to facilitate DHR approval of the project.

CHA will prepare a Norfolk Southern Application for Utility Occupancy and supporting documents to allow the crossing of the Norfolk Southern Railroad. CHA will also prepare the application with supporting documentation for a Land Use Permit from VDOT for the interstate crossing and work within the right of way for Warren County roads.

Permit	Application Requirement	Coverage	Agencies
DEQ and Corps of Engineers 401 and 404 Permits and VMRC Permit	Joint Permit Application	Stream and River Crossings	VMRC, USACE, DEQ
VDOT	Land Use Permit	Interstate Bore and Work in VDOT Right-of-Ways	VDOT
VDH Waterworks Permit	Plans & Specifications	PIPELINE and Pump Station	VDH

- Should the permitting agencies require the performance of wetland delineations, endangered and threatened species surveys or studies, archaeological or historical resources evaluations or surveys, or other items requiring the performance of special studies or evaluations as a condition of the permits issued to TOWN, CHA can provide a scope of services and cost breakdown for providing these additional services for consideration by the TOWN.

SCHEDULE

We are prepared to begin work on this project upon receipt of an authorization to proceed from the Town. Assuming a **February 10, 2020** Notice to Proceed, we will meet the following deliverable dates:

Survey Data Collection	March 30, 2020
30% Preliminary Design Submittal	June 30, 2020
60% Design Document Submittal	September 30, 2020
90% Final Design Submittal	November 30, 2020
100% Bid Documents	December 15, 2020

With these submittal dates, we anticipate advertising the project for bid in January of 2021 and anticipating starting construction in March/April of 2021. Our proposed construction phase services have been budgeted for 12 months from Contractor Notice to Proceed. This results in a construction substantial completion date during the spring of 2022.

FEES

The proposed fees for the tasks described above are outlined below. This contract will approve all tasks associated with Engineering Design. Tasks associated with Construction Administration and RPR can be provided upon approval from the TOWN once bids have been received.

All tasks will be lump sum except for Task 8, which will be performed on a time-and-materials basis in accordance with our standard hourly rate schedule that is in effect for the year in which the work was performed.

We will submit invoices for our services on a monthly basis. All tasks, except Task 8, will be prorated according to the estimated percentage of completion for each task.

Task 1 – Surveying	\$	150,000.00
Task 2 – Geotechnical Evaluation	\$	40,000.00
Task 3 – Land Acquisition Services	\$	110,000.00
Task 4 – Design Services	\$	823,000.00
Task 5 – Construction Bidding Services	\$	29,500.00
Task 9 – Permitting	\$	63,000.00
Engineering Design Total	\$	1,215,500.00

Additional Tasks to be Approved by TOWN After Bids are Received

Task 6 – Construction Contract Administration	\$	82,000.00	*
Task 7 – Project Closeout / Operation and Maintenance Manual(s)	\$	15,500.00	*
Task 8 – Resident Project Representative	\$	288,000.00	*
Construction Administration and RPR Total	\$	385,500.00	

(*Additional Upon Request and Approval By TOWN)

4



Work Session Agenda Form

Item # 4

DATE: 2/19/20

AGENDA ITEM: New Contract with CHA Consulting for I&I Abatement

SUMMARY:

The Town currently contracts engineering services with CHA Consulting for I&I Abatement. However, the current contract will end in February 2020. To prepare for the end of this contract term, and at the direction of Council, the Purchasing department solicited and received four (4) proposals.

The RFP requested a scope of work for engineering services with intentions on reducing the Sanitary Sewer Overflows (SSO's) and bypasses at the wastewater treatment plant and help reduce the Total Solid Suspended (TSS) levels. With the I&I Abatement projects completing within the scope of services for the current contract, Town Staff recommends continuing to contract with CHA Consulting for the following services and amounts in the proposal attached.

Task 1 – FR-5 Sanitary Sewer Conveyance Improvements	\$144,000.00
Task 2 – Annual I&I Abatement Engineering Services	\$200,000.00
Task 3 – Preliminary Engineering Report	\$80,000.00
TOTAL:	\$424,000.00

BUDGET/FUNDING:

9802-47998	Sewer Line Maintenance I & I Abatement	\$38,609.22
9802-R47998	Sewer Line Maintenance I & I Abatement	<u>\$385,390.78</u>
	Total	\$424,000.00

STAFF RECOMMENDATION: Staff recommends Council move forward with awarding CHA Consulting \$144,000.00 for the successful completion of Task 1; \$200,000.00 for the successful completion of Task 2; and \$80,000.00 for the successful completion of Task 3.

Work Session

Memo



Town of Front Royal Public Works

TO: Alisa Scott, Purchasing Manager
FROM: Robert Boyer, Public Works Director
CC: B.J. Wilson, Director of Finance
DATE: February 11, 2020
RE: I&I Contract Recommendation

I have reviewed the services listed in the new contract proposal from CHA Consulting out of Blacksburg, VA for I&I engineering services. The current contract with CHA for I&I engineering services expires this month. I would like to recommend the approval of the new contract with CHA engineering to allow the Town and CHA to continue working on reducing the amount of I&I treated at the Wastewater Treatment Plant.

This project will help reduce the amount of Sanitary Sewer Overflows (SSO's) and the bypasses at the wastewater plant and help reduce the Total Solid Suspended (TSS) levels. With the I&I projects getting ready to start over the next couple of months and the future projects over the next two to three years this proposal will help get the Town's sewer system back in compliance with state and local requirements.

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



CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES is made and entered into this ____ day of _____, 20____, by and between **THE TOWN OF FRONT ROYAL, VIRGINIA**, a Municipal Corporation, whose address is 102 East Main Street, Front Royal, Virginia 22630 (hereinafter referred to as the "Town"), and **CHA CONSULTING, INC.**, a state of New York Corporation, whose street address is 1341 Research Center Drive Blacksburg, VA 24060, and whose mailing address is SAME (hereinafter called the "Independent Contractor").

W I T N E S S E T H:

That for and in consideration of the mutual promises contained herein, the Town agrees to purchase, and the Independent Contractor agrees provide the following described services:

1. Place of Service Performance/Delivery:

PER RFP #34 ENGINEERING SERVICES RELATED TO SANITARY SEWER INFLOW & INFILTRATION ABATEMENT

2. Time of Service Delivery: Normal working business hours for this project will be 7:00 A.M. to 5:00 P.M., Monday through Friday, unless otherwise approved by the Town of Front Royal. Work will not be permitted on any Town of Front Royal holidays, which include New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day.

3. Term of Contract: This Contract shall be in effect beginning with the date of the final signature on the contract and continuing (if not otherwise terminated pursuant to the terms of this agreement) through twelve (12) months with the option of three (3) one-year renewals on the anniversary date, if agreed to by both parties, for a maximum total contract period of four (4) years, in accordance with the enclosed statement of needs and terms.

4. Payment:

a. The Town shall promptly pay the lump sum of **ONE HUNDRED FOURTY FOUR THOUSAND DOLLARS** (\$144,000) for the completed services described in ATTACHMENT A Task 1 – FR 5 Sanitary Sewer Conveyance Improvements; **EIGHTY THOUSAND DOLLARS** (\$80,000) for the completed services in Task 3; and **TWO HUNDRED THOUSAND DOLLARS** (\$200,000) annually for the completed services described in Task 2 – Annual I&I Abatement Engineering Services and described in PER RFP #34 ENGINEERING SERVICES RELATED TO SANITARY SEWER INFLOW & INFILTRATION ABATEMENT and further amended in Attachment A by the required date. The required payment date shall be either: (1) the date on which payment is due under the terms of the contract, or (2) if a date is not established by the contract, not more than forty-five (45) days after goods or services are received or not more than forty-five (45) days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within twenty (20) days after the receipt of an invoice for goods or services, the Town shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. If the Town fails to make payment by the required payment date, the Town shall pay any finance charges assess by the supplier that shall not exceed one percent (1%) per month. Where payment is made by mail, the date of the postmark shall be deemed to be the date the payment is made.

b. Individual Contractors shall provide their Social Security numbers, and proprietorships, partnerships, and corporations shall provide the Town of Front Royal with a Federal Employer Identification number, prior to receiving any payment from the Town.

c. Invoices for items ordered, delivered and accepted shall be submitted by the Independent Contractor directly to this payment address:

Town of Front Royal
Accounts Payable
P.O. Box 1560
Front Royal, VA 22630

All invoices shall show the applicable Purchase Order number.

d. The Independent Contractor shall monthly furnish an invoice to the Town for services rendered that month. All goods or services provided under this contract or Purchase Order, that are

to be paid for with public funds, shall be billed by the Independent Contractor at the contract price, regardless of which Town department is being billed.

e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Independent Contractors should put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, The Town shall promptly notify the Independent Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. An Independent Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute. (*Code of Virginia* § 2.2-4363).

To Subcontractors:

a. An Independent Contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the Independent Contractor's receipt of payment from the Town for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the Town and the subcontractor(s), in writing, of the Independent Contractor's intention to withhold payment and the reason.

b. The Independent Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Independent Contractor that remain unpaid seven (7) days following receipt of payment from the Town, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. An Independent Contractor's obligation to pay an interest charge to a subcontractor cannot be construed to be an obligation of the Town of Front Royal.

5. Reports: The Independent Contractor shall complete, maintain, and submit to the Town all records and reports and lists of services rendered when such services are rendered.

6. Services Rendered: PER RFP #34 ENGINEERING SERVICES RELATED TO SANITARY SEWER INFLOW & INFILTRATION ABATEMENT and further described in Attachment A.

7. Licenses and Permits: The Independent Contractor agrees that it has procured all licenses, permits, or other like permission required by law to conduct or engage in the activity provided for in this Contract; that it will procure all additional licenses, permits, or like permission required by law during the term of this Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of this Contract.

8. Independent Contractor: The Independent Contractor understands and agrees that the relationship of the Independent Contractor to the Town arising out of this Contract shall be that of Independent Contractor. It is understood that the Independent Contractor, or its staff and employees, are not employees of the Town and are, therefore, not entitled to any benefits provided employees of the Town. The Independent Contractor shall be responsible for reporting and accounting for all State, Federal, Social Security, and local taxes where applicable.

9. Non-Discrimination: During the performance of this agreement the Independent Contractor agrees as follows:

a. The Independent Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, natural origin, age, disability, status as a service disabled veteran or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary for the normal operation of the Independent Contractor. The Independent Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

b. The Independent Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Independent Contractor, will state that the Independent Contractor is an equal opportunity employer.

The Town of Front Royal does not discriminate against faith-based organizations.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Independent Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each sub-contractor or vendor.

10. Compliance with Federal Immigration Law: The Independent Contractor does not and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

11. Compliance with State Law: The Independent Contractor shall comply with section 2.2-4311.2 of the Code of Virginia pertaining to foreign and domestic businesses authorized to transact business in the Commonwealth.

12. Drug-Free Workplace: For the purpose of this section, “drug-free workplace” means a site for the performance of work done in connection with this contract awarded to the Independent Contractor in accordance with this procurement transaction. During the performance of this contract, the Independent Contractor agrees to:

- a. Provide a drug-free workplace for the Independent Contractor’s employees
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Independent Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition
- c. State in all solicitations or advertisements for employees placed by or on behalf of the Independent Contractor that the Independent Contractor maintains a drug-free workplace
- d. Include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor,

13. Termination for Cause: This Contract may be terminated by the Town upon fifteen (15) days written notice to the Independent Contractor to the address first named above in the event of substantial failure or default of the Independent Contractor to perform in accordance with the terms hereof through no fault of the Town’s.

14. Termination for Convenience: The obligation to provide further services under this Contract may be terminated by the Town for its convenience and not for cause upon fifteen (15) days written notice. The Independent Contractor shall be compensated for work performed through the date of termination and for termination expenses, including any expenses directly attributable to termination and for which the Independent Contractor is not otherwise compensated. Termination

expenses shall not, however, include loss profits on services not performed as a result of such termination for convenience.

15. Notice: Any notice which is required to be given, or which may be given under this Contract, shall be sent to those mailing addresses noted in the first paragraph of this Contract.

16. Non-Assignability: Independent Contractor understands that this Contract is a contract with the professional services of the Independent Contractor and that it is made by the Town in reliance on the Independent Contractor's personal skills and knowledge in the activity to be conducted and as represented by the Independent Contractor. Accordingly, this Contract is non-assignable by the Independent Contractor without the express written advance permission of the Town.

17. Insurance: The Independent Contractor shall procure and maintain the general liability insurances shown below, with the Town names as Additional Insured, for protection from claims arising out of performance of services caused by negligent, reckless, or willful error, omission or act for which the Independent Contractor is legally liable. The Independent Contractor shall deliver to the Town, upon execution of this Agreement, certificates of such insurance. Insurance shall provide for coverage effective through the date of the end of the Project.

Comprehensive General Liability Insurance, naming the Town as Additional Insured

Automobile Liability, naming the Town as Additional Insured

Worker's Compensation

18. Amount of Insurance Required:

Comprehensive General Liability Insurance - \$1,000,000 Minimum per Incident

Automobile Liability Insurance - \$1,000,000 bodily injury and \$1,000,000 property damage

Worker's Compensation - As required by the Commonwealth of Virginia

19. Indemnification: The Independent Contractor shall indemnify, keep and hold harmless the Town of Front Royal and its members of Council, officers, directors, employees and volunteers against any and all third party claims of injuries, death, damage to property, theft, patent claims, suits, liabilities, judgements, costs and expenses (including reasonable attorney fees) which may otherwise accrue against the Town in consequence of the granting of a Contract which may otherwise result therefrom, to the extent it shall be determined that the claim was caused through negligence or error, or omission of the Independent Contractor or his or her employees, or that of the Subcontractor or his or her employees, if any; and the Independent Contractor shall, to the extent of

its obligation above, pay all reasonable charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgement shall be rendered against the Town in any such action, the Service Provide shall, to the same extent, at its own expense, satisfy and discharge the same. The Independent Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Independent Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town as herein provided. The provisions of this section shall survive the completions, terminations or expiration of the Contract.

20. Entire Contract: This Contract constitutes the entire agreement between the parties pertaining to the subject matter of this Contract and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with the subject matter. No modification of this Contract shall be effective unless made in writing and signed by both parties.

21. Force Majeure: The Independent Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Independent Contractor, and outside and beyond the scope of the Independent Contractor's then current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

22. Antitrust: By entering into this Contract, the Independent Contractor conveys, sells, assigns and transfers to the Town of Front Royal all rights, title, and interest in and to all causes of action the Independent Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the Town of Front Royal under this Contract.

23. Additional Terms and Conditions: The following attachments are made a part of this Contract and are incorporated herein:

ATTACHMENT A - 2020 PROFESSIONAL ENGINEERING SERVICES BETWEEN OWNER AND ENGINEER FOR SERVICES RELATED TO SANITYAR SEWER INFLOW AND INFILTRATION ABATEMENT PROPOSED WORK DURING FEBRUARY 2020 TO FEBRUARY 2021 CONTRACT PERIOD.

24. Standard of Care: The Independent Contractor shall perform the services herein described expeditiously and diligently and in accordance with the standard of care and skill

ordinarily exercised under similar conditions by reputable members of its profession or trade practicing in the same or similar locality within the Commonwealth of Virginia existing as of the date such services are provided and in accordance with all applicable laws, codes, and regulations in effect as of the date such services are provided.

25. Enforcement: This Contract shall in all aspects be governed by the laws of the Commonwealth of Virginia. Any action maintained by either party for the enforcement or interpretation of the terms of this Contract shall be filed in the courts of Warren County, Virginia. The Independent Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

IN WITNESS WHEREOF, the undersigned parties hereto have made and executed this Contract as the day and year first above written.

(SEAL)

TOWN OF FRONT ROYAL, VIRGINIA

Attest: _____

BY: _____

Type Name: _____

Type Name: Matthew Tederick

Title: _____

Title: Interim Town Manager

Date: _____

(SEAL)

INDEPENDENT CONTRACTOR:

Attest: _____

INDEPENDENT CONTRACTOR NAME

Type Name: _____

BY: _____

Title: _____

Type Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

DOUGLAS W. NAPIER, TOWN ATTORNEY

DATE: _____

**ATTACHMENT A - 2020
PROFESSIONAL ENGINEERING SERVICES
BETWEEN
OWNER AND ENGINEER
FOR SERVICES RELATED TO SANITARY SEWER
INFLOW AND INFILTRATION ABATEMENT
PROPOSED WORK DURING FEBRUARY 2020 TO FEBRUARY 2021 CONTRACT PERIOD**

This Attachment A - 2020 is made part of the Contract between the Town of Front Royal (Town), and CHA CONSULTING, INC. (CHA), dated February 3, 2020, (“the Agreement”). CHA shall perform services on the project described below as provided herein and in the Contract.

PART 1.0 – PROJECT DESCRIPTION

The Town of Front Royal entered into a Special Order by Consent (SOC) with the Virginia Department of Environmental Quality (VDEQ) in October 2009 to reduce the frequency of bypasses and sanitary sewer overflows in its sanitary sewer collection system and wastewater treatment plant. The SOC outlined 23 items in Appendix A, Schedule of Compliance. The Town has provided these deliverables to the VDEQ; however, the frequency of bypasses and sanitary sewer overflows have not reduced to a level that the VDEQ will terminate the SOC. The frequency and volume of bypasses and SSOs may result in additional DEQ enforcement action.

Over the last several years, CHA has been working with the Town to update the Town’s sanitary sewer GIS and investigate the priority sewersheds outlined in the Corrective Action Plan update. The investigative work has focused on the priority sewersheds in FR-1, FR-5, FR-6, and FR-7 which were identified as the sewersheds that are contributing the most I&I to the system. CHA is currently providing construction contract administration and resident project representation for three construction contracts focused on sanitary sewer rehabilitation in FR-5, FR-6, and FR-7. This project is titled FR-6 and FR-7 Sanitary Sewer Rehabilitation – Phase I.

In the 2019 contract period, CHA developed a sanitary sewer model and developed a technical memorandum to determine capacity limitation and to assess improvements in the FR-5 metershed to reduce the frequency of sanitary sewer overflows and resident/business sewer back-ups. The memorandum recommended a sewer realignment and upsizing project at the lower end of FR-5. This proposed project in combination with upstream sanitary sewer rehabilitation should reduce the frequency of SSOs and backups. This sewer realignment and upsizing project is referred to as the FR-5 Sanitary Sewer Conveyance Improvements Project is planned to be designed, bid and constructed during this contract term providing that easements can be secured in a timely manner.

Additionally, the Town has decided to hire a third-party contractor to CCTV most of its remaining clay and concrete sewers. The current plan is to CCTV up to 180,000 linear feet of the remaining clay/concrete sanitary sewers in the Town. With this video, CHA will be able to rank the infiltration and inflow potential of all CCTVed clay and concrete sewers in the Town’s system. CHA will provide oversight of this contractor and will score each pipe segment utilizing Pipeline Assessment Certification Program (PACP) protocol.

CHA also plans to continue to prepare the quarterly and annual reports required by the VDEQ SOC and meet with the Town and VDEQ as requested over the course of the contract period. For the purposes of this Attachment A, these services will be titled Annual I&I Abatement Engineering Services.

The Town has decided to expedite the Sanitary Sewer Rehabilitation Program. The plan is to prepare a Preliminary Engineering Report (PER) that will outline a project with an approximate construction value of \$8 million. The PER will be prepared to support a funding application to the VDEQ Virginia Clean Water Revolving Loan Fund Program with the hopes of secure low interest financing. This PER will utilize results of previously collected field data, the new CCTV data, as well as additional field investigations performed in spring 2020 to develop a comprehensive PER.

PART 2.0 – SCOPE OF SERVICES TO BE PERFORMED BY CHA ON THE PROJECT

CHA proposes to provide basic engineering services including design, bidding, and construction contract administration including resident project representation services for the **FR-5 Sanitary Sewer Conveyance Improvements** project as outlined in the following Task 1 scope of services. CHA proposes to provide **Annual I&I Abatement Engineering Services** as outlined in the following Task 2 scope of services. CHA also proposes to prepare a **Preliminary Engineering Report** for a comprehensive rehabilitation project and submit a VDEQ Virginia Clean Water Revolving Loan Fund Application as part of Task 3.

Task 1- FR-5 Sanitary Sewer Conveyance Improvements

Task 1A – Design and Bidding Phase Services

CHA will design the collection system improvements as outlined in the technical memorandum and as outlined on the attached figure. CHA will subcontract with a licensed surveyor to provide field survey, of the project area. Based upon the field survey, CHA will prepare drawings and specifications for incorporation in the Contract Documents. We anticipate plan and profile drawings along with typical sanitary sewer detail sheets along with detailed technical specifications. The contract documents will be prepared to show the general scope, extent, and character of the work to be furnished and performed by the Contractor, hereinafter called “Drawings and Specifications.” Said specifications will be prepared in conformance with the 50-division format of the Construction Specifications Institute and based on CHA’s standard specifications. CHA will provide the Town with digital and hard copies of the documents and present and review them in person with Town staff. Upon Town approval of Drawings and Specifications, CHA will advise Town of any adjustments to the latest Opinion of Probable Construction Costs caused by changes in general scope, extent or character, or design requirements of the project. CHA will assist the Town in securing bids in accordance with the Virginia Public Procurement Act at the direction of the Town.

Task 1B – Construction Contract Administration

CHA will take an active role during construction for this construction contract. CHA will issue notice of award, notice to proceed, and distribute the construction contract agreements for the project as required. CHA will issue the required number of contract documents to all parties. CHA will schedule, attend, and administer the preconstruction conference for the project as necessary. CHA will review and distribute all shop drawings and pay requests and will respond promptly to contractor questions and redesign as necessary to accommodate any changes in field conditions. CHA will schedule, attend, and administer construction progress meetings as necessary. Representatives from the Town, the Contractor, and other interested parties will attend these meetings.

CHA will prepare and distribute the meeting minutes from these meetings. Additionally, CHA will prepare field orders, change proposal requests and respond to any requests for information from the contractor. CHA will collect the record drawings from the contractor and update the Town's sanitary sewer GIS based upon the sanitary sewer rehabilitation that was performed.

Task 1C – Resident Project Representation

CHA proposes to provide full-time Resident Project Representation to ensure that the contractor is constructing the improvements in accordance with the contract documents. Since the level of inspection and the duration of actual construction time varies with the Contractor, CHA proposes to provide these services on a time and materials basis. Based upon similar projects, approximately 45 hours per week for 3 months is budgeted at this time.

Task 1D – Easement Assistance and VMRC Stream Crossing Permitting

CHA anticipates the need to prepare and acquire several easements to realign the sanitary sewer. CHA will subcontract with a licensed surveyor to prepare the required plats and then will assist the Town in securing the easements as required. This will likely include meeting with the property owner(s) to discuss the need for the project and assisting the Town in securing the required signatures.

Due to the required creek crossing as proposed, a VMRC stream crossing permit will need to be prepared and submitted to secure approval to cross water of the state. CHA will prepare this permit and work to secure the VMRC permit. This may require meeting with the affected property owners to discuss the project and secure the required signatures for the VMRC permit application.

Task 2 - Annual I&I Abatement Engineering Services

Task 2A – Annual Updates to GIS Database

CHA will continue to update the Town's GIS database to document the construction improvements and submit an updated database biannually to the Town. As field work and construction work is performed in the sanitary sewer system, CHA will update the GIS database to yield an accurate representation of the current sanitary sewer system.

Task 2B – Annual Field Work and Inspection Services

CHA will continue to perform field investigations based upon metershed prioritization determined by flow data captured by RJN Group in fall 2015, analyzed by CHA, and outlined in the updated CAP. These investigations will include additional manhole assessment inspections, flow monitoring, additional inflow inspections, wet weather inspections, smoke testing, and others as recommended by CHA and/or requested by the Town. CHA will also update the Town's GIS database with the field information for evaluation purposes. The main focus will be to collect the necessary field information to prepare a Preliminary Engineering Report as outlined in Task 3. Additional smoke testing will be planned starting August 1, 2020 (weather permitting).

Task 2C – Annual VDEQ Reporting and Meetings

CHA will complete a quarterly report and submit a draft report to the Town for review one week prior to the due date. Once the review has been completed by the Town, CHA will submit the report to the VDEQ.

The quarterly reports are due January 10th, April 10th, July 10th, and October 10th and will continue quarterly until the SOC is terminated.

Under this task CHA will develop these quarterly and annual reports to document the work performed during each period. The annual report shall describe the success of the rehabilitation work to date in reducing excessive I&I based on the ongoing sewer system flow monitoring. Unless other flow monitoring data is available for the time period, CHA will utilize the influent flow meter at the wastewater treatment plant. The quarterly reports will contain a summary of all work completed since the previous progress report, a projection of work to be completed during the upcoming quarterly period, and a statement regarding any anticipated problems complying with the SOC. Since the work over each period will vary, the depth and scope of each report will likely be similar to the work performed over the reporting period. CHA will attend any meetings requested by the Town and/or VDEQ to discuss the progress of the project.

Task 2D – CCTV Contract Document Preparation and Contract Management

CHA will prepare CCTV contract documents including technical specifications, drawings to identify the CCTV locations and bidding documents for the Town's use in securing a qualified CCTV contractor. Once selected through competitive bids, CHA will assist the Town during the actual CCTV work to administer the contract. This will include pay request review, project kickoff meeting and punchlist review.

Task 2E – CCTV Video Review

CHA will administer the CCTV contract that is planned by the Town. We will review the CCTV provided by the third-party contractor utilizing PACP protocol as well as CHA's I&I protocol. At this point in time, the third-party contract has up to 180,000 LF of CCTV planned. CHA has budgeted \$0.50/foot for this task, but the Town may decide to reduce the scope of the third party CCTV contractor depending on the available budget

Task 3 – Preliminary Engineering Report

CHA will develop a Preliminary Engineering Report (PER) in accordance with the VDEQ standards that outlines a sanitary sewer rehabilitation project with an approximate construction value of \$8 million. This value is subject to change based upon available funds from the Town. The purpose of the PER will be to support a funding application to the VDEQ in July 2020. The PER will outline the work performed including all field work (manhole inspections, wet weather inspections, and smoke testing results) and flow monitoring results. It will also outline the CCTV video scoring results and recommend sanitary sewer rehabilitation throughout the Town's system to remove the most infiltration and inflow for the budgeted amount. Under this task CHA will also prepare the funding application for submittal to the VDEQ. The Town will need to provide information to CHA for compiling and including in the funding application.

PART 3.0 – PERIODS OF SERVICE

For Task 1A CHA will complete the design plans and specifications within 120 days of authorization to proceed. The period of construction for the Task 1 Construction project is estimated to be 3 months.

For Task 2 CHA will work with the Town staff to establish milestones and deliverables to progress these projects throughout the contract year.

For Task 3 CHA will complete a draft of the PER for submittal to the Town no later than July 1, 2020. CHA will incorporate any comments on the PER and prepare the VDEQ funding application in accordance with the VDEQ submittal schedule which is typically on or before July 20th of each year.

PART 4.0 – PAYMENTS TO CHA

Task 1 – FR-5 Sanitary Sewer Conveyance Improvements

For the basic engineering services for a \$600,000 construction project described in Task 1A and 1B, CHA proposes to be compensated on a lump sum basis. As a basis for the engineering fees, CHA utilized the Virginia Rural Development Bulletin (Virginia RUS Bulletin 1780-2) for water/wastewater projects as the basis for the not-to exceed fee. This bulletin establishes engineering fees considered reasonable for water/wastewater infrastructure projects. The fee considered reasonable for a \$ 600,000 construction project is **\$84,000** (or 14.0% of the construction cost).

For Task 1C, CHA proposes to be compensated on a time and materials basis for approximately 400 hours of resident project representation with a budget of **\$40,000**.

For Task 1D, CHA proposes to be compensated on a time and materials basis with a budget of **\$20,000**.

The total maximum compensation for the FR-5 Sanitary Sewer Conveyance Improvements Project Tasks 1A-D shall not exceed **\$144,000** without written authorization by the Town. Due to the timing of this project, the Town does not desire to seek reimburse of engineering and construction cost from the VDEQ loan that will be submitted in July 2020 and reimbursed upon loan closing in 2021.

Task 2- Annual I&I Abatement Engineering Services

For services listed in Tasks 2A-D of this Attachment A, CHA shall be paid on a time and material basis in accordance with the attached hourly rate schedule.

For services listed in Task 2E of this Attachment A, CHA shall be paid \$0.50/foot of CCTV footage reviewed and scored.

Applicable rates for Tasks 2A-D are in accordance with CHA's rate schedule and are attached to this Attachment A - 2020. The total maximum compensation for the Annual I&I Abatement Engineering Services during the contract period shall not exceed **\$200,000** (Tasks 2A-E) without written authorization from the Town. CHA has increased this budget from previous years due to the possibility of smoke testing all of the remaining sewer basins in late summer/fall 2020 at the request of the Town. If possible the Town desires to seek reimbursement of this expense in the VDEQ loan that will be submitted in July 2020 and reimbursed upon loan closing in 2021.

Task 3- Preliminary Engineering Report

For the services outlined in Task 3 of this Attachment A, CHA shall be paid a lump sum of **\$80,000**. This lump sum fee is based upon a fair and reasonable fee estimate of 1% of the estimated construction value of an \$8 million construction contract. If possible the Town desires to seek reimbursement of this expense in the VDEQ loan that will be submitted in July 2020 and reimbursed upon loan closing in 2021. Future engineering services for design, bidding, construction contract administration, and resident project representation for the future \$8 million rehabilitation construction project are not included in this Attachment A. These engineering costs will be outlined in the PER and will be part of a future contract amendment authorized by both the Town and CHA

PART 5.0 – OTHER

This Attachment A - 2020 is executed this _____ day of _____, 2020.

TOWN OF FRONT ROYAL, VIRGINIA

CHA CONSULTING, INC.

By:

By:



Name: Matthew Tederick
Title: Interim Town Manager
Address: 102 E. Main Street
Front Royal, VA 22630

Name: Timothy George
Title: Senior Vice President
Address: 1341 Research Center Drive,
Suite 2100
Blacksburg, VA 24060

C:\Users\5787\Desktop\Projects\31133 Front Royal\31133 FR5 Alternative 3B.mxd

Legend

Proposed Manholes

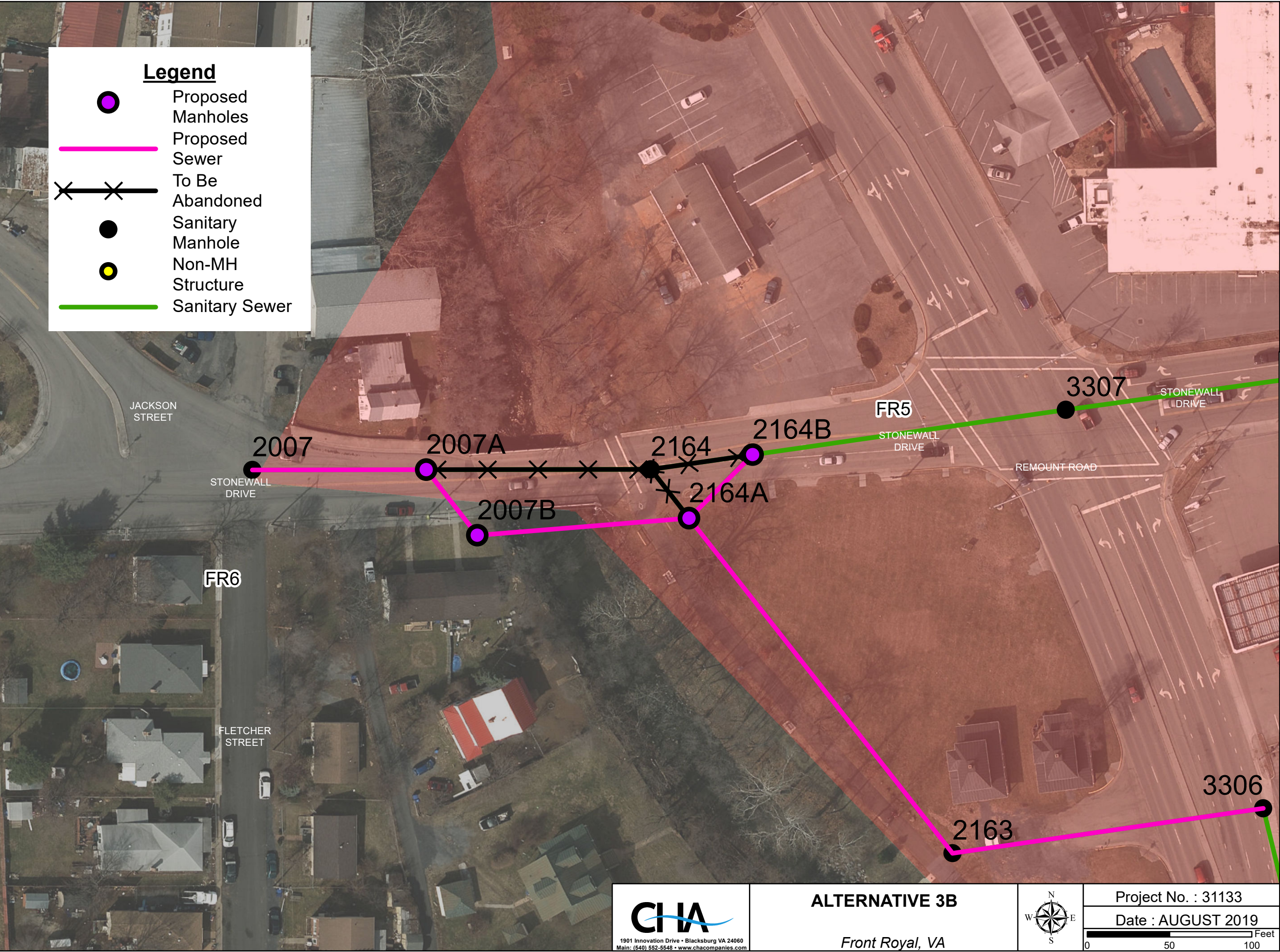
Proposed Sewer

To Be Abandoned

Sanitary Manhole

Non-MH Structure

Sanitary Sewer



TOWN OF
FRONT ROYAL,
VIRGINIA

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEERING, ARCHITECT, LANDSCAPE ARCHITECT OR LAND SURVEYOR TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEERING, ARCHITECT, LANDSCAPE ARCHITECT OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

No.	Submittal/Revision	App'd.	By	Date

FR-5 METERSHED

SEWER REALIGNMENT

ALTERNATIVE 3B

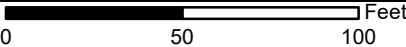
Front Royal, VA



Designed By: JSM	Project No.: 31133	Drawing No.: Appendix G
Drawn By: DKL	Scale: AS SHOWN	
Checked By:	Issue Date: AUGUST 2019	

Project No. : 31133

Date : AUGUST 2019



**BILLING RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Staff Members

Bill/Rate/Hour

Principal-In-Charge	\$190-\$240
Senior Project Manager	\$160-\$225
Senior Environmental Engineer	\$130-\$190
Electrical Engineer	\$130-\$180
Project Manager	\$130-\$170
Structural Engineer	\$110-\$180
Senior Scientist	\$105-\$135
Transportation Planner II	\$95-\$125
Landscape Architect	\$80-\$120
Transportation Planner I	\$80-\$120
Project Engineer	\$80-\$125
Project Scientist	\$75-\$120
Environmental Engineer	\$75-\$115
Civil Engineer	\$70-\$115
Landscape Designer	\$70-\$100
Resident Project Representative	\$70-\$100
CADD Manager	\$85-\$110
Geologist	\$75-\$100
Scientist	\$55-\$80
Field Technician	\$50-\$88
CADD Operator	\$50-\$85
Administrative Assistant	\$45-\$70

Reimbursables

Mileage	IRS rate in effect
Reproduction	Cost + 10%
Travel	Cost + 10%
Prints/Plans/Photos	Cost + 10%
Postage	Cost + 10%
Subcontract Services	Cost + 10%



5



Work Session Agenda Form

Item # 5

DATE: March 2, 2020

AGENDA ITEM: Fiscal Year 2020-2021 Proposed Budget Discussion

SUMMARY: Council is requested to discuss FY2021 Proposed Budget and provide staff with direction on advertising the appropriation ordinance for the FY2021 Proposed Budget.

BUDGET/FUNDING: N/A

STAFF RECOMMENDATION: Staff recommends for council to direct staff to advertise the appropriation ordinance and schedule a public hearing for the FY2021 Proposed Budget.

Work Session