



## REGULAR TOWN COUNCIL MEETING

Monday, August 10, 2020 @ 7:00pm  
Warren County Government Center

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call
4. Approval of Minutes

Regular Council Meeting Minutes of July 27, 2020 and Work Session Minutes of July 20, 2020

5. Receipt of Petitions and/or Correspondence from the Public

**Public speakers and Council Members must use the same civility, decorum, orderly behavior, relevancy of comments to the subject at hand, and appropriate language in addressing Town Council as they would use in addressing a Judge in a Court of Law. No profanity, vulgar, or sexist language, or irrelevant commentary, is allowed. (*Robert's Rules*, §43, pp. 379-382; *Steinburg v. Chesterfield Cty. Planning Com'n*, 527 F. 3d (4<sup>th</sup> Cir.) 2008; *Eichenlaub v. Township of Indiana*, 385 F. 3d 274 (3d Cir. 2004)).**

--Further Details found on page 2 of this agenda--

6. Reports:

- a. Report of special committees or Town Officials and Interim Town Manager  
**\*Recognition of GFOA Award to Finance Director**
- b. Requests and inquiries of Council members.
- c. Report of the Mayor
- d. Proposals for addition/deletion of items to the Agenda.

7. CONSENT AGENDA ITEMS – (ROLL CALL VOTE REQUIRED) NONE

8. COUNCIL APPROVAL – Lumos Networks, Inc Franchise Agreement (1<sup>st</sup> Reading)

9. COUNCIL APPROVAL – Resolution for COVID-19 Infectious Disease Preparedness and Response Plan

10. COUNCIL APPROVAL – Deed of Dedication – First Bank – W. 17<sup>th</sup> Street

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### TOWN COUNCIL WORK SESSION

Immediately following regular meeting

1. Second Amendment Resolution
2. Removal the Electric Charger – *Director of Energy Services*
3. Review of FY21 Revenues – *Director of Finance*
4. Vacancy on Planning Commission
5. CLOSED MEETING – Pending Litigation

#### Motion to Go Into Closed Meeting

I move that Town Council go into Closed Meeting to discuss and consider Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation with EDA, where such consultation or briefing in Open Meeting would adversely affect the negotiating or litigating posture of Town Council; "probable litigation" meaning litigation that has been specifically threatened or on which the public body or its legal counsel has a reasonable basis to believe will be commenced by or against a known party; pursuant to Section 2.2-3711. A. 7. of the Code of Virginia.

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

I move that the Mayor and Council certify that to the best of each member's knowledge, as recognized by each Mayor and 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 the Mayor and Council, and that the vote of each individual member of the Mayor and Council be taken by roll call and recorded and included in the minutes of the meeting of Town Council.

## **TOWN COUNCIL AND PUBLIC PRESENTATION DECORUM REQUIREMENTS**

During all portions of a Regular Town Council Meeting, including its Public Presentations portion, the following requirements of decorum by both public speakers and Town Council Members must be followed. These are the requirements: Town Code, *Robert's Rules of Order* (incorporated into Town Code), and Federal Court Decisions interpreting First Amendment Constitutional Law on Free Speech.

1. The Mayor, as the presiding officer of Town Council, shall enforce the rules of procedure, preserve order and decorum, and appoint all Committees. (*Town Code 4-8*)
2. Every member of the Council shall address the presiding officer before speaking, confine himself to the question before the body and avoid all personal or indecorous language. (*Town Code 4-12*)
3. Public speakers and Council Members must use the same civility, decorum, orderly behavior, relevancy of comments to the subject at hand, and appropriate language in addressing Town Council as they would use in addressing a Judge in a Court of Law. No profanity, vulgar, or sexist language, or irrelevant commentary, is allowed. (*Robert's Rules, §43, pp. 379-382; Steinburg v. Chesterfield Cty. Planning Com'n. 527, F. 3d (4<sup>th</sup> Cir.) 2008; Eichenlaub v. Township of Indiana, 385 F. 3d 274 (3d Cir. 2004.)*)
4. There can be no personal attacks. A speaker can condemn the nature or likely consequences of a proposed measure in strong terms, but under no circumstances can he attack or question the personalities or the motives of another member. The measure, but not the man, is the subject of debate. (*Same Authority as above*)
5. A speaker may not speak to any matter that is the subject of a public hearing during that same Regular Meeting. (*Robert's Rules, § 43, pp. 379-382*)
6. A speaker who violates 2., 3., 4., or 5. above should be promptly asked to stop speaking in that fashion by the Mayor. If such speaker does not promptly so stop, the Mayor should ask the Sergeant at Arms (Police Officer) to remove such speaker, forcibly if necessary, and even charged with a misdemeanor crime. Federal court decisions have established that public policy in maintaining civility and decorum during the public comment sessions of its public meetings, both to ensure the efficient conduct of the people's business and to maximize citizen participation in the discussion, override the speaker's First Amendment rights of free speech. Governmental bodies may enforce policies against personal attacks in furtherance of a legitimate governmental purpose to preserve order and decorum in meetings, so long as they do not use the personal attack policy as a pretext to squelch a particular substantive viewpoint. (*Robert's Rules, § 43, pp. 379-382; Steinburg v. Chesterfield Cty. Planning Com'n. 527, F. 3d (4<sup>th</sup> Cir.) 2008; Eichenlaub v. Township of Indiana, 385 F. 3d 274 (3d Cir. 2004.)*)

Town Attorney July 2020

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**TOWN COUNCIL WORK SESSION**

Monday, July 20, 2020 at 7:00 P.M.

Town Hall Conference Room

**ROLL CALL for MAYOR/TOWN COUNCIL**

**PRESENT:** Mayor Eugene R. Tewalt  
Vice Mayor William A. Sealock  
Councilman Lori A. Cockrell (via telephone)  
Councilman Chris W. Holloway  
Councilman Jacob L. Meza  
Councilman Letasha T. Thompson  
Interim Town Manager Matthew A. Tederick  
Town Attorney Douglas W. Napier (via telephone)  
Deputy Clerk of Council Mary E. Lynn

**ABSENT:** Councilman Gary L. Gillispie

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*(the above represents municipal officers of the Town of Front Royal as stated in Town Charter Section 4)*

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*Councilman Sealock moved, seconded by Councilman Cockrell to add additional items to the Closed Session on the agenda for the purpose of*

- 1. The discussion of a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the Town of Front Royal, pursuant to Section 2.2-3711. A. 5. of the Code of Virginia.*
- 2. Consultation with legal counsel employed by Town Council regarding specific legal matters, namely amending the Town Code in connection the (1) above, requiring provision of legal advice by such counsel, pursuant to Section 2.2-3711. A. 8. of the Code of Virginia.*
- 3. Consultation with legal counsel briefings by staff members or consultants pertaining to actual probable litigation with ITFederal, where such consultation or briefing in Open Meeting would adversely affect the negotiating or litigating posture of Town Council, "probable litigation" meaning litigation that has been specially threatened or on which the public body or its legal counsel has a reasonable basis to believe will be commenced by or against a known party; pursuant to Section 2.2-3711. A. 7. of the Code of Virginia.*
- 4. To discuss and consider the assignment, appointment, promotion, performance, and salaries of specific public officers, appointees, or employees of the Town, pursuant to Section 2.2-3711. A. 1. of the Code of Virginia.*

There was unanimous consensus of Council to add additional items to the closed meeting.

- 1. Stonewall Bridge Epoxy Application Bid** – Finance Director, BJ Wilson, presented the bid for the Stonewall Bridge Epoxy Application Project. He explained that it would cost \$44,700.27 more than the original budget. He added that potential additional funding could be shifted from the Prospect Bridge Project if the town was approved for VDOT Revenue Sharing. Council all agreed to add the project to their meeting agenda.

**Mayor Initial** \_\_\_\_\_



2. **Review of FY20 Revenues** – Interim Town Manager Tederick stated that he was very pleased with how the budget numbers turned out at the close of the fiscal year. He noted that Councils quick decision to shift funds into contingency ‘really paid off.’

Mayor Tewalt questioned the status of Meals Taxes. Mr. Wilson explained that Meals Tax payments were at 99% which he attributed to the weekend Main Street closure as well as local restaurants ability to adapt and stay open. Mayor Tewalt also asked why the Water Fund Balance was over while the Sewer Fund Balance was in the negative. Mr. Wilson explained that many heavy water users do not use sewer and that a decrease in connection fees was a factor.

Councilman Cockrell noted that the delinquent utility amount had decreased and wondered if that was due to citizens being able to make payment arrangements. Mr. Wilson stated that the number of payment arrangements was much higher than normal. He explained that public notices, newspaper ads, and radio ads had helped significantly. He speculated that delinquent account balances will be back in their normal range within the next three months. Councilman Meza asked how quickly citizens typically pay after they are disconnected for non-payment. Mr. Wilson stated that most citizens make a payment the same day.

3. **Franchise Agreement for Fiber Optics – Lumos Networks** – Town Attorney Napier stated that the franchise agreement was standard for fiber optic cable. Councilman Meza asked if Lumos was a new provider coming to the area. Mr. Tederick explained that they are a small provider that is already established in town that is planning to expand.
4. **Resolution to the Warren County School Board** – Mr. Tederick explained that in lieu of a resolution, town staff recommended a less formal letter be sent to the Warren County School Board regarding graduation. Council agreed and the Mayor signed the letter.
5. **Social Media/Website/PIO Office Review** – PIO Director, Todd Jones, gave a detailed report which reviewed PIO insights and analytics. He explained there had been significant increases in online traffic and engagement since he and his team took over. Additionally, he outlined his plan to continue growing the Towns online presence.
6. **UFAC Vacancy** – Mr. Tederick noted that there is still a vacancy on the Urban Forestry Advisory Commission that the Chairman would like to see filled. Mayor Tewalt suggested advertising the opening again. Councilman Cockrell asked if town staff could advertise on Social Media.
7. **Open Discussion** – Councilman Thompson mentioned work that had recently been completed on Cloud Street, noting that the current state of the street was ‘terrible.’ Mayor Tewalt asked if Town Staff could talk to the Foremen of the contracted crews to ensure the work is being checked every day. Mr. Tederick explained that the Town had Supervisors that were responsible for monitoring the contractors work. Public Works Director, Robbie Boyer, added that the CHA Inspector reviews work every Friday before crews can leave.

Councilman Thompson asked if it was possible to create an app for citizens to easily report issues. IT Director Jones explained that the town currently has an app however it is too much upkeep for his department. Councilman Meza questioned if there were links to a work order system that

Mayor Initial \_\_\_\_\_

could be placed on the towns website and Facebook page instead. Mr. Tederick mentioned a new online forms system that could be used for work orders.

Mayor Tewalt requested an update on the CARES Act. Mr. Tederick explained that portal was complete and there was a meeting scheduled with the Chamber of Commerce for the following day to review the final process. He added that his hope was to start advertising the program on Wednesday, July 22<sup>nd</sup>, then start receiving applications for two-weeks beginning Monday July 27<sup>th</sup>.

Mayor adjourned the work session at 7:52 P.M. and council went into closed session

## 8. Closed Session – Personnel, Prospective Business, Consultation with Legal Counsel

*Councilman Holloway moved, seconded by Councilman Meza that Town Council go into Closed Meeting for the purpose of*

1. *The discussion of a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the Town of Front Royal, pursuant to Section 2.2-3711. A. 5. of the Code of Virginia.*
2. *Consultation with legal counsel employed by Town Council regarding specific legal matters, namely amending the Town Code in connection the (1) above, requiring provision of legal advice by such counsel, pursuant to Section 2.2-3711. A. 8. of the Code of Virginia.*
3. *Consultation with legal counsel briefings by staff members or consultants pertaining to actual probable litigation with ITFederal, where such consultation or briefing in Open Meeting would adversely affect the negotiating or litigating posture of Town Council, "probable litigation" meaning litigation that has been specially threatened or on which the public body or its legal counsel has a reasonable basis to believe will be commenced by or against a known party; pursuant to Section 2.2-3711. A. 7. of the Code of Virginia.*
4. *To discuss and consider the assignment, appointment, promotion, performance, and salaries of specific public officers, appointees, or employees of the Town, pursuant to Section 2.2-3711. A. 1. of the Code of Virginia.*

There was unanimous consensus of Council to go into closed meeting.

*Councilman Meza moved, seconded by Councilman Holloway that the Mayor and Council certify that to the best of each member's knowledge, as recognized by each Mayor and 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 the Mayor and Council, and that the vote of each individual member of Mayor and Council be taken by roll call and recorded and included in the minutes of the meeting of Town Council.*

Vote: Yes – Mayor Tewalt, Councilmen Sealock, Cockrell (via telephone), Holloway, Meza, and Thompson

No – N/A

Abstain – N/A

Absent – Councilman Gillispie

ROLL CALL

Mayor Initial \_\_\_\_\_

**PRESENT:** Mayor Tewalt, Vice Mayor Sealock, Councilman Cockrell (via telephone), Councilman Holloway, Councilman Meza, Councilman Thompson, Interim Town Manager Tederick, Town Attorney Napier (via telephone), Deputy Clerk of Council Lynn, Director of Finance Wilson, and members of the public and press.

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APPROVED:

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Eugene R. Tewalt, Mayor

ATTEST:

\_\_\_\_\_  
Tina L. Presley Clerk of Council  
Minutes Written by Mary Ellen Lynn Deputy Clerk of Council

*Councilman \_\_\_\_\_ moved, seconded by \_\_\_\_\_ approved the Work Session Meeting minutes of July 20, 2020 on August 10, 2020.*

Mayor Initial \_\_\_\_\_

The regular meeting of the Town Council of the Town of Front Royal, Virginia was held on July 27, 2020, in the Warren County Government Center with the Pledge of Allegiance led by Vice Mayor Sealock and Moment of Silence led by the Mayor.

### **ROLL CALL for MAYOR/TOWN COUNCIL**

#### **PRESENT:**

Mayor Eugene R. Tewalt  
Vice Mayor William A. Sealock  
Councilman Lori A. Cockrell  
Councilman Chris W. Holloway  
Councilman Jacob L. Meza  
Councilman Letasha T. Thompson  
Town Attorney Douglas W. Napier  
Interim Town Manager Matthew A. Tederick  
Clerk of Council Tina L. Presley

*(The above represent municipal officers of the Town of Front Royal as stated in Town Charter Section 4)*

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### **APPROVAL OF MINUTES**

*Councilman Meza moved, seconded by Vice mayor Sealock to approve the Regular Council Meeting Minutes of July 15, 2020 and Work Session Minutes of July 6, 2020, as presented*

Vote: Yes – Councilmen Sealock, Cockrell, Gillispie, Holloway, Meza and Thompson  
No – N/A  
Abstain – N/A  
Absent – N/A

### **ROLL CALL**

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### **RECEIPT OF PETITIONS AND/OR CORRESPONDENCE FROM THE PUBLIC**

Timothy Ratigan, 6079 Stonewall Jackson Highway advised Council that due to the current situation across the nation about defunding the police departments, he grasped the opportunity to express his support for all law enforcement officers. He asked members of Council to display the signs he had made - “Support Your Front Royal Police Department” and “Support your Warren County Sheriff’s Office”. He also advised of his long-range plans that consists of a rally that would mirror what Front Royal Unites did recently. Mr. Ratigan encouraged Council to support the police department if they were faced with a request to defund.

Paul Gabbert, 1221 Valley View Drive, asked for more than three minutes to speak since he had a lot to say. The Mayor reminded him to hold it to a minimum and that it could not be a 15 – 20 minute speech. Mr. Gabbert voiced his concern over the recent Resolution approved by Council and sent to the Governor regarding Front Royal asserting its competence to determine when to open local businesses and the most recent letter sent to the School Board regarding the high school graduations. He reiterated his concerns about making major changes before a permanent Town Manager was hired that include tourism, lowering tap fees, lawyers hired for the EDA Case and removal of specific employees. He suggested that the Council sit down with the Front Royal/Warren County EDA and work out their problems. **Mayor Tewalt advised Mr. Gabbert**

Mayor Initial \_\_\_\_

that he had one more minute. Mr. Gabbert continued with an accusation to the Council and the Interim Town Manager for covering up a sexual harassment complaint. Point of order was expressed several times by Council, but Mr. Gabbert continued.

Bruce Rappaport, 300 W. Main Street noted that interest rates were currently at “an all-time low” and opined that it would be a great opportunity for the Council to fund the police department. He suggested that the Town should pay the bill for the police department that is due August 1, 2020.

## REPORTS

### a. Report of special committees or Town Officials and Interim Town Manager

Interim Town Manager Tederick advised Council that the portal for the CARES Act is open and is available on the Town’s website. He then read this statement:

I have really struggled with what to say tonight and whether I should or should not make the following comments. I live by several personal motto’s - two of which are: “It’s never wrong to do right”, and “Always speak truth to power”. The quandary I find myself in...is on one hand I feel a strong calling to protect town employees who have been unfairly attacked and the other hand is calling out a current Mayor candidate and owner of a local business and newspaper. So here goes me walking the line... Last week, Mr. McCool who is running for Mayor in November decided to come before Council and make a few comments. He’s starting a new program, “Pot Hole of Day”; *“I came across a couple of these holes and literally thought the whole front end was going to fall off”. “I think the problem lies with we’re putting in water taps around town, one of the biggest areas and some are done by Town crew and some are done by contractors. And I think the issue is no one ever goes back and inspects what was done; the finishing of the road never really completed, either it’s not compacted, or the asphalt is put down and 2 weeks later there’s still a 6” drop in the road where someone has already repaired it.” “I think we need to consider having our Department heads to go back and inspect what’s getting done,” “I really wanted to address and just wanted to call it to your attention and maybe put a little pressure, a friendly reminder, that maybe we need to think about doing this follow up work and making sure that we get our infrastructure in good shape.”*

You see Mr. Mayor and members of council, I was really trying to overlook these comments and frankly just took them to be politicking during campaign season, but that would not be fair to the hard working men and women in the Public Works Department. And let me remind you, these are the same people who worked Christmas Eve into Christmas Day to fix a busted water line and do a quick patch. These are the same people who get called out at all hours, who work after hours, who have endured a very challenging work environment during this Pandemic. What kind of leader or boss would I be if I just let a citizen, especially one who is hoping to lead this Council, come in and paint this picture to our community that the streets are riddled with potholes and quote, no one ever goes back and inspects what was done; the finishing of the road never really completed” So let me provide you with some information: **(Mayor Tewalt interrupted Mr. Tederick reminding him that the public is not allowed to speak over 3 – 4 minutes and asked him to hold it to that as well. Mr. Tederick advised that he was not aware of that policy. Council advised that they were ok with Mr. Tederick continuing – Mr. Tederick continued)** Work Orders placed on the Town Website for road repair. In 2019 – take a guess how many orders – 4. In 2020, granted 7 months only – 2. Call in’s – I would like more people would just call in myself. In 2019 – 4. In 2020 – 3. In House Orders – Robbie Boyer and his two supervisors. In 2019 – 13. In 2020 – 2. I get it, truly – I am a type A personality...one pothole is too many, but a total of 8 notices by citizens in 2019 and 5 in 2020 to me doesn’t sound like the major campaign issue. The

Mayor at the last meeting mentioned a major hole on Stonewall Dr and it was bad. The contractor put a tap in and the asphalt crew got delayed and the gravel sank. Our Public Works department notified the contractor and he put more gravel nearly immediately. We're not Baltimore or Chicago. If we see or hear of a problem, we get on it and fix it. We at the staff level want as many eyes as possible looking for things to improve upon. We have really made a significant effort to focus on the little things around Town and achieve Excellence in Everything. **(Mayor Tewalt again interrupted Mr. Tederick and advised him "that is enough" while Council wanted Mr. Tederick to continue. Mayor Tewalt reiterated that if the Interim Town Manager was allowed 15 minutes then the public should be allowed 15 minutes. Mr. Tederick reiterated that he has never been on a time limit and noted that the data he had was compelling data; however, the Mayor suggested that he give the data to the Council in writing. Upon encouragement of Council, Mr. Tederick continued with his report.)** Another point that needs to be made is this. Members of Council – through your leadership, the Town has embarked upon a historic infrastructure program to repair the failing sewer lines. This problem has been known for over a decade and the can continually got kicked down the road. Violation after violation. Dumping raw sewage into the river and the can continually got kicked down the road. The Town had plenty of money to fix or at least begin to fix the I&I problem, but former Councils just kicked the can. But under your leadership, we now have a \$3.6M contract for I&I Abatement. We have 4 different contractors currently working throughout town doing sewer pipe/manhole rehabilitation and surface restoration and asphalt repair. After the work is completed, we have a CHA Engineer inspect the job and one of two town supervisors inspect. As a last resort, before any contractors get paid, their work gets signed off on – like a final punch list if you will. But that's not enough. Soon we will be embarking on an \$8M phase with four different general contractors and roughly 12 sub-contractors. We are getting it done – you are getting it done. Least I remind you that the Town was fined by DEQ b/c of all the can kicking of the past. But to be clear, it's going to get a little worse before it gets a whole lot better.

Mr. Mayor, Members of Council – in the near term – some of our roads are going to be rough, are going to get cut to in order to fix various problems - I am sure of that. But we are on it and doing the very, very best we can to get them to our high standard sooner rather than later. That I promise all of you. For example, Mr. Mayor and members of Council – how do you like the job that was completed on Steel, High View and Scott streets – excellent workmanship I believe – that's the kind of result the Public Works Director and I expect – even got a complement from Mr. Tewalt. Another thing to mention – we have had an unprecedented workload put on our Streets Department. We are currently short 4 employees and frankly, the high amount COVID unemployment checks are not helping. But even short staffed, these hard-working workers fill in for the Wastewater Treatment plant and Horticulture to mow.

So, here's the bottom line as far as I'm concerned. I just can't allow and I'm, not going to allow any candidate for any office to step on the backs of any of our hard working employees just to try and make some political hay, not going to happen under my watch. No one is harder on your Department Heads than me – I have proven that I'm not afraid to make the tough decisions to better our Town. If our employees do a great job, I pat them on the back or provide a certificate of excellence...if they don't do a good job, I quickly let them know what we expect – that's how it's done. If there's poor workmanship in our Town under my watch – it's on me and me alone. I take full responsibility and address the matter privately with my team. To all of you and the citizens – if see a problem, by all means, please contact us my phone number is 635-8007 – we are eager to improve our community for all. Hopefully, I've walked the line Members of Council – that ends my report.

Mayor Initial \_\_\_\_

b. Requests and inquiries of Council members

Councilman Thompson understood that the Mayor was trying to be fair to Mr. Gabbert. **Mayor Tewalt explained that he was trying to be fair to the general public not just Mr. Gabbert.** She voiced appreciation for the statistics for 2019 and 2020 and the employees completing the work on Stonewall Drive.

Councilman Gillispie thanked Council for the infrastructure repairs that were currently happening and to remember who the ones who “kicked the cans down the road”.

Councilman Meza voiced his disappointment to the Mayor for ignoring points of order from Council when Mr. Gabbert took a “potshot” at Council and left. He noted that Mr. Tederick was giving some constructive statistics for the community. He voiced his confusion on why this happened. Mr. Meza also noted that Mr. Gabbert mentioned some things that the Council has done in the last year as derogatory, but he sees them as accomplishments.

Councilman Holloway agreed with Councilman Meza and noted that he was not surprised at the Mayor’s conduct.

c. Report of the Mayor – Mayor Tewalt advised that he had no problem with people speaking but believes the opportunity to speak has been taken advantage of. He noted that the Town has a good staff, but Mr. Tederick’s report was lengthy. Mr. Tewalt voiced concern that the Council was not working together and felt like everyone was against him, noting he was trying to do a good job. He spoke in favor of the current infrastructure improvements to the Town. Mr. Tewalt asked the Council to not criticize him for limiting speaking time because what is good for the public should be good for Council and Staff. He suggested that if there was going to be a lengthy report from staff for the Mayor and Council, to send them an email or prepare a hard copy for them. Mr. Tewalt asked for respect from Council instead of reprimanding and ridiculing him. He reminded Council that if they would have listened to him regarding the loan for the police department, the Town would not be in the predicament they are currently in by spending a lot of taxpayers’ money. He concluded that if he were to get elected to Council in November, he would do his best as he has done the last 15 years.

d. Proposals for addition/deletion of items to the Agenda – N/A

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**CONSENT AGENDA ITEMS –**

COUNCIL APPROVAL – Bid for Milling & Epoxy Application for Stonewall Drive Bridge  
***Council approved a bid from Burleigh Construction in the amount of \$214,369.00 for the milling and epoxy application for the Stonewall Drive Bridge***

COUNCIL APPROVAL – Bid for Chemicals for Water and Wastewater Treatment Plants  
***Council approved and awarded bids from Chemrite Incorporated, Water Solutions Unlimited, Shannon Chemical Corporation, Suffolk Sales a& Service Corporation,***

Mayor Initial \_\_\_\_

***Brenntag Mid-South, Inc., Somerville Acquisition Co Inc., and Univar Solutions, Inc., for various chemicals to be used at the Water and Wastewater Treatment Plants for FY2021.***

***Councilman Gillispie moved, seconded by Councilman Thompson to approve the Consent Agenda as presented.***

Vote: Yes – Councilmen Sealock, Cockrell, Gillispie, Holloway, Meza and Thompson  
No – N/A  
Abstain – N/A  
Absent – N/A

ROLL CALL

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**COUNCIL APPROVAL** – Front Royal Independent Business Alliance (FRIBA) LOVE Letter Sign

Clerk of Council Presley read the summary: FRIBA, who has been working on a “LOVE Letters Project” over the past year to create a positive message to enrich and uplift our community with a positive focus which will additionally aid in our community’s tourism efforts, has requested that the Front Royal Town Council authorize an encroachment of FRIBA’S mobile LOVE Letters Sign (the “Sign”) upon and over the grassy area of the Town’s real property and public-right-of-way located at the southern corner of the intersection of East Main Street and South Commerce Avenue, the area within said Town property containing 1,500 square feet, more or less (the “Property”), when said Sign is not on display in other areas and when said Property is not in use for other purposes by the Town and the Sign would be incompatible with the Town’s other use (s). One requirement of Virginia’s LOVE works program is to have a permanent spot to display the LOVE letters when our portable set is not loaned out, It must be visible to passersby, and also must have a safe area near parking, so the public can get out and take photos with the letters. The grassy area at the corner of East Main Street and Commerce Avenue meets these requirements. FRIBA has already obtained a temporary sign permit from the Town Manager’s office. The Code of Virginia, Va. Code § 15.2-1800 require the sale or lease of public land in Virginia to require a public hearing following advertisement in a local newspaper. Article 7, Section 9, of the Virginia Constitution allows leases of public lands for a period not in excess of five (5) years to not require public bidding,

***Councilman Thompson moved, seconded by Councilman Thompson that Council approve the permanent placement of the LOVE letters at the Town-owned 1,500 square foot corner of Main Street and Commerce Avenue contingent upon a signed Agreement with FRIBA.***

There was no discussion by Council.

Vote: Yes – Councilmen Sealock, Cockrell, Gillispie, Holloway, Meza and Thompson  
No – N/A  
Abstain – N/A  
Absent – N/A

ROLL CALL

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Mayor Initial \_\_\_\_



COUNCIL APPROVAL – Agreement with the Chamber of Commerce for the Economic Recovery Assistance Administration & Distribution

Clerk of Council Presley read the summary: Council is requested to approve an agreement with the Chamber of Commerce that the Chamber of Commerce will comply with management and distribution of the CARES Act Funds the Chamber of Commerce receives from the Town in the amount of \$1,176,558.00.

***Councilman Meza moved, seconded by Councilman Gillispie that Council approve an agreement with the Chamber of Commerce that the Chamber of Commerce will comply with management and distribution of the CARES Act Funds the Chamber of Commerce receives from the Town in the amount of \$1,176,558.00.***

Councilman Cockrell reminded Council that Council paid \$4,000 toward the purchase of LOVE letters and that this placement tonight would be no additional cost to the Town. She also confirmed that if the Town would need the property for any reason the letters would have to be moved. The Town Attorney confirmed that FRIBA would be responsible for mowing the property.

Vote: Yes – Councilmen Sealock, Cockrell, Gillispie, Holloway Meza and Thompson

No – N/A

Abstain – N/A

Absent – N/A

ROLL CALL

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COUNCIL APPROVAL – FY21 Budget Amendment for Donation of Scholarship Money and Donation of Water Bottle Filler Fountain Money

Clerk of Council Presley read the summary: A donor who prefers to be known as Frank, would like to donate \$2,000.00 to the Town to be used toward Town scholarships. A donor, the Front Royal Warren County Anti-Litter Council, would like to donate \$1,140.00 to be used toward the purchase of a water bottle filler fountain located at Town Hall. Council is requested to approve a budget amendment in the amount of \$2,000 to the FY21 budget to accept the funds to be used toward Town scholarships. Council is also requested to approve a budget amendment in the amount of \$1,140 to the FY21 budget to accept the funds to be used toward Town scholarships and a water bottle filler fountain.

***Council Cockrell moved, seconded by Councilman Thompson that Council adopt on its second and final reading an ordinance to amend and re-enact Town Code Chapter 16 – Industrial Development Authority, as presented.***

Councilmen Meza, Cockrell, Gillispie and Thompson voiced their appreciation for the generous donations. Interim Town Manager clarified that the scholarship donation is in addition to what Council has budgeted in the Contingencies.

Mayor Initial \_\_\_\_

Vote: Yes – Councilmen Sealock, Cockrell, Gillispie Holloway, Meza and Thompson  
No – Councilman Thompson  
Abstain – N/A  
Absent – N/A

ROLL CALL

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Mayor declared this portion of the meeting adjourned at 7:45pm and that there would be no action after the closed meeting.

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CLOSED MEETING – Personnel and Consultation with Legal Counsel Regarding Pending Litigation

*Councilman Cockrell moved, seconded by Councilman Thompson that Town Council go into Closed Meeting 1. to discuss and consider the assignment, appointment, promotion, performance and salaries of specific public officers, appointees, or employees of the Town, pursuant to Section 2.2-3711. A. 1. of the Code of Virginia and 2. Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation with EDA, where such consultation or briefing in Open Meeting would adversely affect the negotiating or litigating posture of Town Council; "probable litigation" meaning litigation that has been specifically threatened or on which the public body or its legal counsel has a reasonable basis to believe will be commenced by or against a known party; pursuant to Section 2.2-3711. A. 7. of the Code of Virginia.*

Vote: Yes – Councilmen Sealock, Cockrell, Gillispie Holloway, Meza and Thompson  
No – N/A  
Abstain – N/A  
Absent – N/A

ROLL CALL

*Councilman Cockrell moved, seconded by Councilman Meza that the Mayor and Council certify that to the best of each member's knowledge, as recognized by each Mayor and 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 the Mayor and Council, and that the vote of each individual member of the Mayor and Council be taken by roll call and recorded and included in the minutes of the meeting of Town Council.*

Mayor Initial \_\_\_\_\_

Vote: Yes – Mayor Tewalt, Councilmen Sealock, Cockrell, Gillispie Holloway, Meza and  
Thompson  
No – N/A  
Abstain – N/A  
Absent – N/A

ROLL CALL

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APPROVED:

\_\_\_\_\_  
Eugene R. Tewalt, Mayor

ATTEST:

\_\_\_\_\_  
Tina L. Presley Clerk of Council

*Councilman \_\_\_\_\_ moved, seconded by \_\_\_\_\_ approved the Regular Council Meeting  
minutes of July 27, 2020 on August 10, 2020.*

Mayor Initial \_\_\_\_\_

8



# Town of Front Royal, Virginia Council Agenda Statement

Item # 8

Meeting Date: August 10, 2020

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**Agenda Item:** COUNCIL APROVAL – Lumos Networks, Inc. Franchise and Pole Attachment Agreement (*1<sup>st</sup> Reading*)

**Summary:** Council is requested to affirm on its first reading an request from LUMOS NETWORKS, INC., dba SEGRA, for a limited five (5) year, non-exclusive, franchise and pole attachment agreement with the Town to use the public ways to construct, operate and maintain a fiber optic telecommunications system, the term of which can be extended for four (4) additional five (5) year terms upon successive agreement of the parties, as presented. The agreement will commence upon approval by Town Council and execution by the Town Manager. Per the Assistant Town Attorney, the agreement is considered an ordinance; therefore, requiring two readings.

*Note: Lumos Networks, Inc. is the successor in interest to NTELOS Network, Inc, which has now expired (2013). Per Assistant Town Attorney Sonnet, franchises for use of the public ways for a term not in excess of five years need not be advertised for bids pursuant to Virginia Code §15.2-2100(B), but must be approved by ordinance passed by a recorded affirmative vote of three-fourths of the members elected to Town Council pursuant to Virginia Code §15.2-2100(A).*

**Budget/Funding:** N/A

**Meetings:** Work Session held July 20, 2020

**Staff**


**Recommendation:** Approval\_\_\_\_\_ Denial\_\_\_\_\_

**Proposed Motion:**

I move that Council affirm on its first reading a request from LUMOS NETWORKS, INC., dba SEGRA, for a limited five (5) year, non-exclusive, franchise and pole attachment agreement with the Town to use the public ways to construct, operate and maintain a fiber optic telecommunications system, the term of which can be extended for four (4) additional five (5) year terms upon successive agreement of the parties, as presented. I further move that Council authorize the Interim Town Manager to execute all documents on behalf of the Town.

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

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

Approved By: 

## FRANCHISE AGREEMENT FOR FIBER OPTIC SERVICES

### LUMOS NETWORKS INC.

THIS AGREEMENT ("Agreement") is made and entered into this 3<sup>rd</sup> day of August 2020 ("Effective Date"), by and between the TOWN OF FRONT ROYAL VIRGINIA a Municipal Corporation, (hereinafter called "the Town" or "Town") and LUMOS NETWORKS INC., a corporation authorized to do business in Virginia, also doing business as SEGRA, (hereinafter called "Grantee"), the Town and Grantee collectively referred to as "the parties". This Agreement is for the purpose of granting to Grantee the right, for the term and upon the conditions herein stated, to use the streets, alleys and public ways to erect, construct, operate and maintain a fiber optic telecommunication system and to construct, install and maintain fiber optic cable and associated equipment, including, wires, cables, conduits and appurtenances necessary to the sale and distribution of fiber optic telecommunication services in and along the streets, alleys and other public ways in the Town and in and on property of the Town, establishing conditions controlling the exercise of said franchise and regulating the manner of using the streets, alleys, public ways and property.

IT IS HEREBY AGREED between the parties as follows:

Section 1. Definitions.

As used herein, the following words and phrases shall have the following meanings, unless a contrary intent appears from the context of the provision therein used:

- a. "Town" or "the Town" means the Town of Front Royal, Virginia;
- b. "Fiber optic equipment" includes fiber optic cable and associated equipment including wires, cables, conduits and appurtenances necessary to the sale and distribution of telecommunication services in and along the streets, alleys and other public ways in the Town, identified and permitted under the provisions of this franchise and as permitted to be utilized by Grantee by the then existing rules, regulations and laws governing said telecommunication services. It does not include video services or leasing conduit space or fiber optic cable capacity for resale;
- c. "Grantee" or "the grantee" means LUMOS NETWORKS INC.;
- d. "Street" or "the streets" means the streets, alleys, avenues, highways and/or other public ways owned by or subject to the control of the Town;
- e. "Attachment" means fiber optic cable placed directly on Town poles, but does not include fiber optic cable overlashed onto an existing attachment, or a service drop attached to a single pole where the Grantee has an existing Attachment on such pole;



f. "Town conduit" means a structure owned by the Town containing one or more ducts, usually placed in the ground, in which cables or wires may be installed;

g. "In the streets" shall be construed and understood to include "under, along or over the streets," when the physical situation so applies;

h. "Services" is used in this Agreement in the sense of products or commodities furnished by Grantee and equipment, apparatus, and facilities devoted to the purposes for which Grantee is permitted to be engaged by the then existing regulations and laws governing telecommunication services, and in the manner and as permitted under the provisions of this franchise;

g. "Director of Public Works" means the Director of the Town's Public Works Department, "Director of Energy Services" means the Director of the Town's Energy Services Department, and "P.E." means the Town's Professional Engineer, all in the Town of Front Royal or such other officer or official of Town government, or other person, charged by the Town Charter or Town Council with responsibility and authority over the maintenance of public streets and public property in the Town regardless of the title then assigned such person;

h. "Fiber optic cable" means that stranded optical glass carrier fiber and the sheathing used to house such fiber;

i. "Individual service line" means a connection or drop to an individual customer.



Section 2.     Grant of Authority.

a. Subject to the provisions, conditions and restrictions set forth in this Agreement or herein referred to, there is hereby granted to Grantee, for a period of five (5) years from the Effective Date of this Agreement, the non-exclusive right to use the streets of the Town to operate and maintain a fiber optic telecommunication system within and along the streets of the Town, and, for these purposes, to construct, erect, maintain and use and, if now constructed, to continue to maintain and use and operate, its fiber optic equipment, including necessary manholes, in, under, across, over and along the streets within the corporate limits of the Town provided, however, that initially Grantee shall only be permitted to use the streets identified and particularly described and set forth as "Exhibit A", attached hereto and incorporated by reference herein. It is specifically understood that the actual location of the fiber optic equipment shall be substantially as set forth in Exhibit A, but may be modified, subject to the approval of the Town Manager, from the location shown on said Exhibit A. Nothing contained herein shall require further approval for the installation of individual service lines which run in or over the public right of way or public property included in the franchise area described in Exhibit A. This Agreement shall, if not terminated in accordance with other provisions of this Agreement, continue in effect for a term of five (5) years from the Effective Date (the "Initial Term"), and will thereafter continue in full force and effect upon the same covenants, terms, and conditions for up to four (4) additional

terms of five (5) years each ("Renewal Term") provided that the parties notify each other in writing at least six (6) months prior to the expiration of the then current term of their intention to renew. The parties acknowledge that, as of the Effective Date of this Agreement, there were eleven (11) attachments and zero (0) feet of cable installed in Town conduit.

b. Grantee shall only be permitted to operate and maintain a fiber optic telecommunication system in the streets of the Town outside the area identified as "Exhibit A" after appropriate application by Grantee and approval of such additional usage area by the Town Manager upon such terms and conditions as are deemed acceptable by Town, including, without limitation, any additional bond. Such approval shall not be unreasonably withheld, conditioned or delayed.

c. Upon the expiration of the term for which this franchise is granted, or upon expiration of any renewal or extension of the original term hereof, or upon earlier termination as provided herein, the Grantee shall, upon receipt of the written request of Town, at its own expense, remove all fiber optic equipment from all streets, public ways, within the Town within ninety (90) days after receipt of such request and, should Grantee refuse or fail to comply with this provision, the Town shall have the right to remove said equipment at a cost to be borne by the Grantee and the Town shall not be liable to the Grantee for any damages resulting therefrom, except for damages that may result from any negligent or willful act by the Town, its employees or agents.

Section 3.     Territorial Area Involved.

The franchise relates to the present territorial limits of the Town, and to any area henceforth added to the territorial limits of the Town during the term of this franchise, or any renewal or extension thereof.

Section 4.     Use of Streets.

a.     General Control and Location of Lines and Conduit. The Grantee, in connection with any digging it shall make in the streets in the Town, shall be subject to the provisions of this franchise and to all applicable ordinances, laws and regulations. All fiber optic equipment erected by the Grantee shall be neat and shall be so located as to in no way interfere with the safety or convenience of persons traveling on or over the streets and public places. The Town reserves the right at any time by resolution of Town Council or otherwise through proper representatives of the Town to further or specifically designate the locations of any lines, cables or conduits, with reference to other municipal facilities such as sewer and water mains, signal poles and lines, drainage facilities, and other services, or to other facilities such as gas lines, public electric utilities or railway message, telephone and telegraph lines, signal or power lines in such a manner as to promote the public safety and to protect public property. Failure by the Town to so designate shall not relieve the Grantee of responsibility in matters of public safety as hereinbefore specified. Town further reserves the right to establish by ordinance or resolution, and Grantee hereby agrees to comply with any reasonable regulation



necessary for the health, safety and welfare of its citizens as now in effect or as may be adopted in the future, including, without limitation, requiring substitution of underground conduit for overhead cable or vice-versa, or requiring transfer of cable from the front or rear of property. At least thirty days prior to any installation, removal, or relocation, Grantee shall submit detailed plans of proposed action for approval by the Town Manager. An exception to this requirement for the submission of detailed plans shall be permitted in cases of repair of the fiber optic equipment or emergencies involving public safety. The Town Manager shall approve such plans or communicate reasons for disapproval within thirty days or earlier of submittal. The Grantee shall construct and locate fiber optic equipment so as not to interfere with the construction, location and maintenance of sewer and water service lines or mains. The Town may restrict the location of service lines, appurtenances or facilities of the Grantee from pathways, parkways or parkway drives wherein such would conflict with appearance standards or may require, as an alternate thereto, the construction wholly or in part of underground conduit, appurtenances or facilities.

b. For the purposes of installing, operating and maintaining the wire, cables and appliances, fixtures, and appurtenances necessary to the fiber optic telecommunication system, the Grantee shall be required, whenever reasonably possible, to use the poles and conduits of others including Town conduit. "Others" is defined as public utilities, including the Town, any electrical utility and/or

telephone utility having authority or a franchise to construct, install and maintain poles, towers and conduits within the Town.

All underground cables which are required to pass in or under portions of public rights-of-way including, but not limited to, easements, alleys, sidewalks, and streets, shall be housed in conduit not less than one and one-half (1.5) inches in diameter. All underground cable installed in conduits or ducts shall be of the polyethylene jacketed type or an equivalent direct burial type.

c. Restricted overhead Area. Within all required areas all of the Grantee's cable lines and cable facilities shall be constructed and maintained underground, provided, however, that where poles and overhead lines and cables exist at the time of the award of this franchise, Grantee shall be allowed to construct and maintain overhead facilities in such areas, but, provided further should any or all of such existing overhead facilities in said district, be relocated, replaced or reconstructed underground, Grantee's facilities will also be so relocated. Furthermore, the Town expressly reserves the right and authority in the reasonable exercise of its police power, to remove from the streets, alleys, highways or other public places of the Town, or any part thereof, Grantees poles, wires and other appurtenances, and place the wires and other appurtenances underground in safe and suitable conduits. Nothing herein shall constitute waiver or approval of any type under applicable zoning requirements.

d. Disturbance of Streets - Restoration.

(1) Written permits, in any or all cases shall be obtained by the Grantee from the Director of Public Works and the P.E. of the Town before and whenever it becomes necessary for the Grantee to excavate in the streets of the Town in order to install, repair, replace, construct or extend any of the fiber optic equipment or services therein or thereon. Such permits, further, shall state the particular part or point of the streets where said construction or excavation is to be made and the length of time in which such permits shall authorize such work to be done. An exception to this requirement for a permit or permits shall be permitted in cases of emergency repair of the fiber optic equipment or emergencies involving public safety. In all such cases, Grantee shall provide appropriate notice as soon as reasonably possible, and in any event no later than the close of business on the next Town working day.

(2) Immediately after fiber optic equipment is installed or repaired by Grantee, the incidental trenches or excavations shall be refilled by the Grantee in a manner acceptable to the Director of Public Works. Pavement, sidewalks, curbs, gutters or other portions of streets or public places destroyed, disturbed or damaged by such work shall be promptly restored and replaced with like materials to their former condition by the Grantee at its own expense; however, where it is necessary, and if expressly permitted by Town, in order to restore disturbed or damaged property to its former condition the Grantee may or shall use materials whose type, specifications or quantities exceed or are different than those



used in the original construction or installation and the Grantee at its own expense shall provide such different materials. Where a cut or disturbance is made in a section of sidewalk paving, rather than replacing only the area actually cut, the Grantee shall replace the full width of the existing walk and the full length of the section or sections cut, a section being defined as that area marked by expansion joint or scoring. The Grantee shall, in any street, promptly remove or correct any obstruction or defect therein which may have been caused by the Grantee or its agents in the installation, operation or maintenance of the Grantee's facilities. Any such obstruction or defect which is not promptly removed, repaired or corrected by the Grantee after proper written notice, given by the Town to said Grantee at Grantee's principal place of business may be removed or corrected by the Town, and costs thereof shall be charged against the Grantee and may be enforced as a lien upon any of its properties or assets. Expenses or damage, relocation or replacement of Town utility lines, sanitary sewers, storm sewer, and storm drains, where such expenses result from construction or maintenance of the Grantee's lines or facilities, shall be borne by the Grantee and any expenses incurred in connection therewith by the Town shall be reimbursed by the Grantee.

(3) The Grantee shall not open, disturb or obstruct, at any one time, any more of such public streets than may, in the opinion of the Director of Public Works or the P.E., be reasonably necessary to enable it to proceed in laying or repairing its fiber optic equipment. Neither shall the Grantee permit any such

street, sidewalk or public place, so opened, disturbed or obstructed by it in the installation, construction or repair of its fiber optic equipment, to remain open or the public way disturbed or obstructed by the Grantee, the Grantee shall take all precautions necessary or proper for the protection of the public, shall obtain all required permits and approvals and shall maintain adequate warning signs, barricades, signals and other devices necessary or proper to adequately give notice, protection and warning to the public of the existence of all actual conditions present.

(4) Whenever the Town shall widen, reconstruct, realign, pave or repave any street or public place, or shall change the grade or line of any street or public place or shall construct or reconstruct any Town conduit, water main, sewer or water connection, or other municipal works or utility, it shall be the duty of the Grantee, when so requested in writing by the Town, to change its lines, conduits, services and other property in the streets or public places, and/or areas adjacent thereto, at Grantee's sole expense so as to conform to the new widening, location, alignment or grade of such street or public place and so as not to interfere with the Town conduits, sewers and other mains as constructed or reconstructed. Upon written notice by the Town of its intended work, above specified, the Grantee shall within a reasonable period of time accomplish its obligation in accordance with and to conform to the plans of the Town for such construction, reconstruction or improvements. However, the Grantee shall not be required by the Town to relocate fiber optic lines, whether above or below the ground elevation, when the street or



public ground in which they are located is vacated for the convenience of abutting property owners and not as an incident to a public improvement.

(5) The Town Council may require that written permits, in any or all cases, be obtained by the Grantee from the Director of Public Works, the P.E., and the Director of Energy Services before and whenever it becomes necessary for the Grantee to install, construct, extend any fiber optic equipment or services on, over or under any bridges or viaducts which are part of the street system of the Town; provided, however, that exception to the requirement of permits shall be provided in cases of emergencies involving public safety. In all such cases, Grantee shall provide appropriate notice as soon as reasonably possible, and in any event no later than the close of business on the next Town working day. All provisions of this Agreement shall be applicable to said installation, construction, extension or repair on, over or under any such bridge or viaduct provided that the factors of appearance and achievement and maintenance of structural design requirements of the bridge or viaduct shall be assured.

Section 5. Use of Town Poles / Conduit.

a. Before making attachment to any pole or poles of Town, or installing in Town conduit, Grantee shall make application and receive a permit therefore in the form of "Exhibit B", attached hereto and made a part hereof ("Application"). All "make-ready" work performed by Town shall be billed on a time and materials

cost basis. All attachments and Town conduit installations made prior to the date of this Agreement will be considered valid permitted attachments.

b. It is understood by Grantee that the Town has heretofore entered into, and may in the future enter into, contractual agreement with other parties for the joint use of its poles. Therefore, any application submitted by Grantee under the terms of this Section and any permission granted by Town shall be subject to the attachment rights which may be exercised by such other parties under such agreements.

c. Town shall permit the joint use of its poles and Town conduit located in the public rights-of-way by Grantee to the extent lawful and reasonably practicable and upon Application and payment of a reasonable fee as set forth herein.

d. Grantee's cables, wires, and appliances in each and every location shall be erected and maintained in accordance with the requirements and specifications of the current National Electrical Safety Code (NESC), the National Electrical Code, or any amendments or revisions of said codes, practices, or specifications. It is distinctly understood, however, that Town reserves the right to limit the number and character of attachments on any pole or poles, or cabling installed in Town conduit. Grantee shall not attach to or otherwise use the existing facilities of the Town other than the pole or Town conduit itself, including cross-arms, brackets, guys, anchors, etc., without prior written consent of the Town.

e. Grantee shall, at its own expense, make and maintain said uses and attachments in safe condition, in thorough repair and in a manner in conformance with this Agreement and so they will not conflict with the use of said poles by Town or by other parties using or having reserved the right to use said poles or interfere with the working use of facilities thereon or which may from time to time be placed thereon. Town shall keep the poles in safe condition, in thorough repair and so they will not conflict with the use of said poles by Grantee. Grantee shall at any time, upon twenty (20) working days' notice from Town, re-locate, replace, or renew its facilities placed on said poles, and transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by Town at Town's expense; provided however, that in cases of emergency, Town may arrange to re-locate, replace, or renew the facilities placed on said poles by Grantee, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon, or which may be placed thereon, or for the service needs of Town, and Grantee shall, on demand, reimburse Town for the actual reasonable expense thereby incurred.

f. In the event that any pole or poles of Town to which Grantee desires to make attachments are inadequate to support the additional facilities of Grantee in accordance with the aforesaid specifications, Town will indicate on said Application the changes necessary to provide adequate poles and the estimated cost



reflective of the cost to replace a pole with a 40 ft class 5 pole ("standard pole size") thereof, except where use of a smaller stub pole which serves a limited number of customers on a spur line would be adequate, to Grantee and return it to Grantee. If Grantee still desires to make the attachments and returns the Application marked to so indicate, Town will replace such inadequate poles with suitable poles of standard pole size, and Grantee will reimburse Town the increased cost of the standard pole size (but if Town requires a pole larger than the standard pole size then the Town will pay the cost of the difference between the cost of a standard pole size and the cost of the larger pole set), the sacrificed life value of the poles removed, the cost of removal less any salvage recovery, and the expense of transferring Town's facilities from the old to the new poles. Where Grantee's desired attachments can be accommodated on present poles of Town by rearranging Town's and others' facilities thereon, Grantee will on demand compensate Town for the full actual reasonable expense incurred in completing such rearrangements. Any strengthening of poles (guying) required to accommodate the attachments of Grantee shall be provided at the expense of Grantee.

In the event that the Town elects to place its electric service underground, thus removing the poles on which Grantee has attachments of facilities, Grantee will have no claim against the Town for the removal of the pole, Grantee shall have

the option to place its lines underground, and any placement of Grantee's facilities underground shall be at the sole cost and expense of Grantee.

g. Town reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such a manner as will be enable it to fulfill its own service requirements, but in accordance with the specifications hereinbefore referred to Town shall not be liable, except for gross negligence or willful misconduct in which case the Town will be liable, to Grantee for any interruption to service of Grantee or for interference with the operation of the cables, wires, and appliances of Grantee arising in any manner out of the use of Town's poles hereunder. Town will trim trees and clear rights-of-way to protect its facilities, but does not guarantee Grantee tree clearance of clear rights-of-way for installation, access to, or maintenance of Grantee's facilities.

h. Town will cooperate as far as may be practicable in providing attachment rights for Grantee on its existing poles. Town hereby grants to the extent it has authority to do so, license rights to Grantee to occupy the poles. Town will provide written notice to Grantee in the instance Town is not able to provide attachment rights to Grantee on a pole of Town's that Grantee plans to put attachments on. In such instance Grantee will obtain necessary authorizations to erect and maintain its facilities within public streets, highways and other thoroughfares and shall secure any necessary consent from state, county, or municipal authorities, or from owners of property to construct and maintain

facilities at the locations of poles of Town which it desires to use, and will hold Town harmless from any claims for damage of liability whatever nature arising out of failure of Grantee to secure such consents, franchises, or other certificates of convenience and necessity as may be lawfully required.

i. Grantee shall pay to Town, for attachments made to poles owned by the

Town under this Agreement, a rental at the rate of TWENTY-FIVE DOLLARS (\$25.00) per pole, per year, and use of Town conduit at the rate of TWO DOLLAR (\$2.00) per foot per year, payable in advance, for the term of this Agreement based on the following determination of usage:

Use of poles and Town conduit shall be determined by a field survey of the poles and Town conduit used by Grantee pursuant to this Agreement conducted by the Town at intervals of ONE (1) year. Payments shall be due and payable within thirty (30) days of receipt of billing. The annual advance payment for any year in which a field survey of usage is conducted shall be based on the most recent available field survey.

Upon completion of every field survey during the term of this Agreement, the usage so determined shall be compared with the poles and Town conduit used from the preceding survey. The Town will send the invoice to Grantee for the annual pole rental and Town conduit usage due under this Agreement to the following address:



LUMOS NETWORKS INC. DBA SEGRA  
Attn: Accounts Payable  
One Lumos Plaza  
P.O. Box 1068  
Waynesboro, VA 22980

j. During the term of this Agreement, whenever it becomes necessary to replace a pole owned by the Town, or upon request by Grantee for a new pole to be installed by the Town, installation or replacement shall be accomplished by one of the following means, at the sole discretion of the Town, but in all cases replacement poles and new poles will be owned by the Town and the Town will tag them as Town owned poles:

- A) Grantee shall notify Town of a damaged or obsolete pole and request the Town to replace the pole because it has the Town's electric lines and equipment attached to it. Town shall then, at its sole expense and within a reasonable time, obtain and install a replacement pole, which shall be the property of the Town, and shall notify Grantee in writing, by certified mail, return receipt requested, of the placement of the replacement pole. Within twenty (20) business days after Grantee's receipt of such notification, Grantee shall transfer its lines and facilities from the old pole to the replacement pole; provided that in the event of an emergency replacement, Town may also transfer Grantee's facilities and Grantee will reimburse the Town for its actual reasonable costs incurred; or
- B) Grantee shall notify the Town of the need for a new or replacement pole to accommodate its existing facilities. Town shall within twenty (20) business days install and emplace the said pole, re-locate the Town's lines and facilities, if any, and notify Grantee of such installation. In recognition of the value of the Town's installation of said replacement poles for Grantee, during the five (5) years of this Agreement, Grantee shall pay to the Town an installation fee of the actual reasonable cost incurred by the Town, including the cost of the pole.

k. Grantee agrees to take all reasonable precautions by the installation of protective equipment and comply with all applicable laws to protect persons and property against injury or damage that may result from Grantee's attachments to Town's poles. However, Town shall not be considered in any way responsible for the adequacy or inadequacy of such precautions of Grantee.

Section 6.     Maps and Plats.

The Grantee shall, upon written and reasonable request at any time from the Town Manager, or other official designated by the Town Manager, make available or furnish to the Town Manager, or other designated official, maps, plats or plans, or copies thereof, showing the location but not necessarily the use of any or all of its fiber optic equipment and other structures located in, under and along the streets and public places of the Town.

Section 7.     Taxes.

Nothing in this Agreement shall be construed to prevent the Town, hereafter and from time to time, from levying any lawful tax on the properties of the said Grantee.

Section 8.     Safety Methods and Equipment.

The Grantee shall maintain all its property, equipment, and facilities, including without limitations its poles, wires, conduits and fiber optic equipment with the Town in good and safe order and operating condition through the term of the franchise.



Section 9.     Liability.

a.     Damage Claims. Grantee shall indemnify and hold free and harmless the Town, its officials, officers, agents, and employees, from and against any and all loss, cost, or expense, including reasonable attorney's fees, resulting from any claim, whether or not reduced to judgment, and for any liability of any nature whatsoever including, without limitation, injury, death or damage to persons or property, that may arise out of or result from the presence, construction, operation, maintenance or use by Grantee, its agents, employees, or invitees of the fiber optic equipment under the terms and conditions of this franchise or the exercise by Grantee of any right granted by or under this franchise.

b.     Liability. Town reserves to itself the right to maintain and operate its poles in such manner as will best enable it to fulfill its service requirements. Grantee agrees to use Town's poles at Grantee's sole risk. Notwithstanding the foregoing, Town shall exercise reasonable precaution to avoid damaging Grantee's Fiber optic equipment and shall report to Grantee the occurrence of any such damage caused by its employees, agents or contractors. Subject to the provisions of this Article XVI, and to the extent permitted by state or federal law, Town agrees to reimburse Grantee for all reasonable costs incurred by Grantee for the physical repair of such facilities damaged by the negligence or willful misconduct of Town.

c.     Indemnification. Grantee, and any agent, contractor or subcontractor of Grantee, shall defend, indemnify and hold harmless Town and its officials, officers,

board members, council members, commissioners, representatives, employees, agents, and contractors, against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments (including payments made by Town under any Workers' Compensation Laws or under any plan for employees' disability and death benefits), and expenses (including reasonable attorney fees of Town and all other costs and expenses of litigation) ("Covered Claims") caused by Grantee, or by Grantee's officers, directors, employees, agents, and contractors, of Grantee's Fiber optic equipment, except to the extent of Town's negligence or willful misconduct giving rise to such Covered Claims. Such Covered Claims include, but are not limited to, the following:

- (1) Intellectual property infringement, libel and slander, trespass, unauthorized use of television or radio broadcast programs and other program material, and infringement of patents;
- (2) Damage to property, injury to or death of any person arising out of the performance or nonperformance of any work or obligation undertaken by Grantee, or Grantee's officers, directors, employees, agents, and contractors, pursuant to this Agreement;
- (3) Liabilities incurred as a result of Grantee's violation, or a violation by Grantee's officers, directors, employees, agents, and contractors, of any law, rule, or regulation of the United States,

Commonwealth of Virginia or any other governmental entity or administrative agency, whether such violation is the result of a violation of the statute by Town or Grantee solely or any joint violation thereof.

d. Procedure for Indemnification.

(1) Town shall give notice promptly to the Grantee of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit or proceeding filed by a third party against Town, the notice shall be given to Grantee by Town no later than fifteen (15) calendar days after written notice of the action, suit or proceeding was received by Town.

(2) Failure to timely give the required notice will not relieve the Grantee from its obligation to indemnify the Town unless the Grantee is materially prejudiced by such failure.

(3) The Grantee will have the right at any time, by notice to the Town, to participate in the defense of the claim with counsel of its choice, which counsel must be reasonably acceptable to the Town. Town shall assume control of the defense of any claim against Town unless Town agrees in writing to permit Grantee to assume control of the claim, in which case Town agrees to cooperate fully with the Grantee. If the Grantee so assumes control of the defense of any third-party claim, the Town shall have the right to participate in the defense at its own expense. If the Grantee does not so assume control or otherwise participate in the defense of any third-party claim, it shall be bound by the results obtained by the Town with respect to the claim.

(4) If the Grantee assumes the defense of a third-party claim as described above, then in no event will the Town admit any liability with respect to, or settle, compromise or discharge, any third party claim without the Grantee's prior written consent, and the Town will agree to any settlement, compromise or discharge of any third-party claim which the Grantee may recommend which releases the Town completely from such claim.

e. Environmental Hazards. Grantee represents and warrants that its use of Town's poles will not generate any hazardous substances, that it will not store or



dispose on or about Town's poles or transport to Town's poles any hazardous substances and that Grantee's Fiber optic equipment will not constitute or contain and will not generate any hazardous substance in violation of Federal, state or local law now or hereafter in effect including any amendments. "Hazardous substance" shall be interpreted to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any Federal, state, or local laws, regulations or rules now or hereafter in effect including any amendments. Grantee, and its agents, contractors and subcontractors, shall defend, indemnify and hold harmless Town and its respective officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors against any and/or all liability, costs, damages, fines, taxes, special charges by others, penalties, punitive damages, expenses (including reasonable attorney fees and all other costs and expenses of litigation) arising from or due to the release, threatened release, storage or discovery of any such hazardous wastes or hazardous substances on, under or adjacent to Town's poles attributable to Grantee's use of Town's poles.

f. Municipal Liability Limits. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by Town of any applicable State limits on municipal liability.

g. Duty to Inspect. Grantee acknowledges and agrees that Town does not warrant the condition or safety of Town's poles, or the premises surrounding the poles, and Grantee further acknowledges and agrees that it has an obligation to inspect Town's poles and/or premises surrounding the poles, prior to commencing any work on Town's poles or entering the premises surrounding the poles.

h. Knowledge of Work Conditions. By executing this Agreement, Grantee warrants that it has acquainted, or will fully acquaint, itself and its employees and/or contractors and agents with the conditions relating to the work that Grantee will undertake under this Agreement and that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work.

i. DISCLAIMER. TOWN MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO TOWN'S POLES, ALL OF WHICH ARE HEREBY DISCLAIMED, AND TOWN MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH IN THIS AGREEMENT. TOWN EXPRESSLY DISCLAIMS ANY IMPLIED

## WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

j. Duty to Competent Supervision and Performance. The parties further understand and agree that in the performance of work under this Agreement, Grantee and its agents, servants, employees, contractors and subcontractors will work near electrically energized lines, transformers, or other Town Facilities, and it is the intention that energy therein will not be interrupted during the continuance of this Agreement, except in an emergency endangering life, grave personal injury, or property. Grantee shall ensure that its employees, servants, agents, contractors and subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, employees of Town, and the general public, from harm or injury while performing work permitted pursuant to this Agreement. In addition, Grantee shall furnish its employees, servants, agents, contractors and subcontractors competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner. Grantee agrees that in emergency situations in which it may be necessary to deenergize any part of Town's equipment, Grantee shall ensure that work is suspended until the equipment has been de-energized and that no such work is conducted unless and until the equipment is made safe.

k. Requests to De-energize. In the event Town de-energizes any equipment or line at Grantee's request and for its benefit and convenience in performing a particular segment of any work, Grantee shall reimburse Town in full for all costs and expenses incurred, in accordance with Article III in order to comply with Grantee's request. Before Town de-energizes any equipment or line, it shall provide, upon request, an estimate of all costs and expenses to be incurred in accommodating Grantee's request.

l. Interruption of Service. In the event that Grantee shall cause an interruption of service by damaging or interfering with any equipment of Town, Grantee at its expense shall immediately do all things reasonable to avoid injury or damages, direct and incidental, resulting therefrom and shall notify Town immediately.

m. Duty to Inform. Grantee further warrants that it understands the imminent dangers (INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION) inherent in the work necessary to make installations on Town's poles by Grantee's employees, servants, agents, contractors or subcontractors, and accepts as its duty and sole responsibility to notify and inform Grantee's employees,



servants, agents, contractors or subcontractors of such dangers, and to keep them informed regarding same.

n. EXCLUSION OF LIABILITY FOR SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES. TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO NONECONOMICS LOSS, DAMAGES FOR INCREASED COST OF OPERATIONS, LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACT OR FAILURE TO ACT PURSUANT TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS ADVISED SUCH PARTY OF THE POSSIBILITY OF SUCH DAMAGES

o. Insurance. Grantee shall, at its expense, prior to any use or entry upon Town streets or property and at all times during the term of this franchise, maintain and provide Town with suitable evidence of both (1) broad form contractual liability insurance coverage including the indemnification obligation set forth in Section 9.a. above, and (2) comprehensive general public liability insurance coverage naming Grantee, its employees, affiliates, or contractors as insureds and naming the Town of Front Royal, Virginia, its officers, officials, agents and employees as additional insureds, insuring against on an occurrence basis all claims, loss, cost, damage, expense and liability from loss of life or damage or injury to persons or property arising out of Grantee's use of Town streets or property. Said policies shall have limits of not less than FIVE MILLION DOLLARS (\$5,000,000.00) combined single limit for loss of life or injury to one or more persons and for property damage as a result of one incident.

p. Policies Required. At all times during the term of this Agreement, Grantee shall keep in force and effect all insurance policies as described below:

(1) Worker's Compensation and Employers' Liability Insurance. Statutory worker's compensation benefits and employers' liability insurance with a limit of liability no less than that required by Virginia law at the time of the application of this provision for each accident. Grantee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

(2) Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, property damage, with Limits of liability not less than \$2,000,000 general aggregate, \$2,000,000 personal injury, \$5,000,000 each occurrence.

(3) Automobile Liability Insurance. Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.

(4) Umbrella Liability Insurance. Coverage is to be in excess of the sum employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than \$4,000,000 each occurrence, \$4,000,000 aggregate. Overall limits of liability may be met through any combination of primary and excess liability policies.

(5) Property Insurance. Each party will be responsible for maintaining property insurance on its own facilities, buildings and other improvements, including all equipment, fixtures, and utility structures, fencing, or support systems that may be placed on, within, or around Town Facilities to fully protect against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance or self-insure such exposures.

(6) Qualification: Priority: Contractors' Coverage. The insurer or insurers providing the required coverage must be authorized to do business under the laws of the Commonwealth of Virginia and have an "A-" or better rating in Best's Guide. Such required liability insurance will be primary and noncontributing with respect to losses for which Grantee is responsible hereunder. All contractors and all of their subcontractors who perform work on behalf of Grantee shall carry, in full force and



effect, worker's compensation and employer's liability, commercial general liability and automobile liability insurance coverages of the type that Grantee is required to obtain under this Article with the same limits.

(7) Certificate of Insurance: Other Requirements. Prior to the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, Grantee will furnish Town with a Certificate of Insurance evidencing the required insurance policies. The Certificate shall reference this Agreement in the description of operations section of the certificate. Such certificates shall state that notice of cancellation will be given in accordance with policy provisions. Town, its council members, board members, commissioners, agencies, officers, officials, employees and representatives (collectively, "Additional Insureds") shall be named as Additional Insureds under all of the required commercial general liability, automobile liability, and umbrella/excess policies, which shall be so stated on the Certificate of Insurance. All policies, other than worker's compensation, shall be written on an occurrence and not on a claims-made basis. Grantee shall defend, indemnify and hold harmless Town and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Article. Grantee shall obtain Certificates of Insurance from its agents, contractors and subcontractors performing work hereunder and provide a copy of such Certificates to Town upon request.

(8) Limits. The limits of liability set out in this Article may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal or other governmental compensation plans, or laws which would materially increase or decrease Grantee's exposure to risk.

(9) Prohibited Exclusions. No policies of insurance required to be obtained by Grantee or its contractors or subcontractors shall contain provisions (1) that exclude coverage for contractual liability that are more restrictive than the coverage afforded under the current CG 00 01 policy of commercial general liability insurance, (2) that exclude coverage of liability arising from excavating, collapse, or underground work, (3) that exclude coverage for injuries to Town's employees or agents, or (4) that exclude coverage for Grantee's independent contractors' liability. This list of prohibited provisions shall not be interpreted as exclusive.

(10) Deductible/Self-insurance Retention Amounts. Grantee shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.



(11) Contractor Duty To Maintain. Grantee shall require substantially identical indemnification and insurance coverages as set forth in Sections 9.o. and 9.p. above in favor of the Town of Front Royal, Virginia, its officials, officers, agents and employees, from any independent contractor or other entity working on its behalf in Town right-of-way.

Section 10. Approval of Transfer.

No sale, assignment, or lease by the Grantee of the franchise or of the privileges granted hereunder shall be permitted or effective without prior approval by the Town Council. As a condition to consideration by the Council of a sale or assignment, the Grantee shall file with the Town Manager written notice of the proposed sale or assignment and the vendee or assignee shall similarly file an instrument, duly executed, reciting the fact of such proposed sale or assignment, offering to accept the terms of this franchise, and agreeing to perform all of the conditions thereof.

Section 11. Non-Exclusive Franchise.

The rights herein granted the Grantee to construct, maintain or operate its fiber optic telecommunication system in the Town, as set forth herein, or to perform any other act or exercise any other privilege granted or provided for in this franchise shall not be construed as exclusive or as preventing the Town from granting to any other person, firm or corporation the same or similar franchise rights and privileges, to be exercised in or upon its streets and such of the same and parts thereof as the Town may deem best or choose to allow, permit, give or grant.

Section 12. Lien of Town.

All debts, penalties, or forfeitures accruing to the Town under the terms of this Agreement shall constitute a lien upon the property and franchises of the said Grantee within the Town, subject, however, to then-existing prior liens.

Section 13. Jurisdiction of Government Regulatory Commissions.

Where any provision of this franchise is in conflict with any lawful rule of the State Corporation Commission of Virginia, or of any other duly constituted body or commission legally authorized to prescribe rules governing the conduct of the Grantee within the Town, so that the Grantee cannot reasonably comply with both the provisions of this franchise and the rule of such commission or body, then the Grantee shall comply with each and all of the provisions of this franchise where such can be done without violating valid statutes or rules of the said commission or body.

Section 14. General Ordinances of the Town.

The rights and privileges herein granted are expressly subject to the conditions, limitations and provisions contained in the general ordinances of the Town in force relative to the use of streets or public places of the Town, so far as they may be applicable, to the rights and privileges herein granted, and to any and all ordinances which may be hereafter passed by the Town applicable thereto in the exercise of the police power or any other power vested in the Town for the regulation of public service corporations using the streets of the Town; and the

Town expressly reserves the right to pass all such reasonable ordinances for the regulation of the use of the streets and public ways and places, and for the exercise of the rights and privileges herein granted.

Section 15. Communications Tax / Franchise Fee and Bond.

a. Grantee shall comply with the provisions of Sections 58.1-645 et seq. of the Code of Virginia, pertaining to the Virginia Communications Sales and Use Tax, as amended (the "Communications Tax"), for so long as the Communications Tax or a successor state or local tax that would constitute a franchise fee for purposes of 47 U.S.C. § 542 is imposed on the sale of Services by Grantee.

b. In the event that the Communications Tax is repealed, and no successor state or local tax is enacted that would constitute a franchise fee for purposes of 47 U.S.C. § 542, Grantee shall pay to the Town a franchise fee of five percent (5%) of annual gross revenue derived from Services provided within the municipal limits of the Town, beginning thirty (30) days from the effective date of the repeal of such tax (the "Repeal Date"). Beginning on the Repeal Date, this provision shall take effect and shall be calculated and paid according to federal law.

c. Such payments shall be in addition to, and not in lieu of, any business license tax, real or personal property tax, or other tax of general application to which Grantee may be subject.



d. Grantee shall, upon the effective date of this franchise, deliver to Town and maintain during the term hereof a bond with approved corporate surety or an irrevocable letter of credit with Town as beneficiary in the amount of FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) to insure Grantee's compliance with its performance obligations hereunder including, without limitation, the timeliness and quality of any construction, required repair or restoration work, or removal of Grantee's fiber optic equipment upon expiration or termination of the franchise.

Section 16. Effective Date.

This Agreement shall be in force and effect on the date above first written upon acceptance by Grantee and adoption by the Town.

Section 17. Termination and Forfeiture of Franchise.

a. Upon the termination of this franchise and the rights granted hereunder, whether by expiration or forfeiture, Town Council may direct and require the Grantee to remove its fiber optic equipment from the streets and public ways within ninety (90) days. Should Grantee fail to comply with this provision, the Town shall have the right to remove said equipment at a cost to be borne by the Grantee and the Town shall not be liable to the Grantee for any damages resulting therefrom, except for damages that result from any negligent or willful act by the Town, its employees or agents.

b. In addition to all other rights and powers of the Town by virtue of this franchise or otherwise, the Town reserves the right to terminate and cancel this franchise and all rights and privileges of the Grantee hereunder in the event Grantee:

(1) Violates any provision of this franchise, except where such violation is without fault or through excusable neglect or is in compliance with a valid and enforceable rule, regulation, order or mandate of a State or Federal law or agency which preempts the Town's rule, order or determination.

(2) Becomes insolvent, unable or unwilling to pay its debts, or is adjudged a bankrupt.

(3) Attempts to evade any of the provisions of this franchise or practices any fraud or deceit upon the Town.

c. Upon the happening of an above described event, the Town shall send written notice to the Grantee at the last business address of said Grantee indicating the manner in which the forfeiture or violation has taken place. The notice shall also specify a time and place for a hearing at which the Grantee shall have the opportunity to show cause why said forfeiture or termination should not take place. After such hearing or opportunity for hearing, Town Council may, by resolution, either terminate this franchise or extend the same upon such conditions as it deems correct.

#### Section 18. Statutory Requirements

- a. Grantee shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986. 31. During the performance of this Agreement, Grantee agrees as follows:
- b. Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Grantee. Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- c. Grantee, in all solicitations or advertisements for employees placed by or on behalf of Grantee, will state that such contractor is an equal opportunity employer.
- d. 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.
- e. Grantee will include the provisions of the foregoing in every subcontract or purchase order of over \$10,000 to this Agreement, so that the provisions will be binding upon each subcontractor or vendor of Grantee.
- f. During the performance of this Agreement, Grantee agrees to (i) provide a drug-free workplace for the Grantee's employees; (ii) 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 Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Grantee that Grantee maintains a drug-free workplace; and (iv) include the provisions



of the foregoing clauses in every subcontract or purchase order of over \$10,000 to this Agreement, so that the provisions will be binding upon each subcontractor or vendor of Grantee to this Agreement. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- g. At all times during this Agreement, Grantee shall be organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, Grantee shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

Section 19. Notices.

All notices, requests or other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed first-class, postage prepaid, by certified mail, return receipt requested, addressed to:

- a. GRANTEE:

LUMOS NETWORKS INC. DBA SEGRA  
Attn: General Counsel  
One Lumos Plaza  
Waynesboro, VA 22980


- b. TOWN:

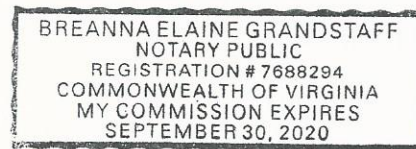
TOWN OF FRONT ROYAL  
Town Manager  
16 North Royal Avenue  
P. O. Box 1560  
Front Royal, Virginia 22630

Section 20. Acceptance.

The undersigned, LUMOS NETWORKS INC., hereby accepts the grant and each and all of the provisions, conditions and limitations of this Agreement and hereby covenants and agrees that it will perform and discharge each and all of the duties and obligations imposed upon it as Grantee in and under said Agreement, and that it will be bound by each and all of the terms, conditions and provisions therein contained.

IN WITNESS WHEREOF, LUMOS NETWORKS INC. has caused this written acceptance to be executed in its name by its General Counsel thereunto duly authorized, and its corporate seal to be hereunto duly affixed thereunto duly authorized, on the 3<sup>rd</sup> day of August, 2020.

  
Breanna Grandstaff





ACCEPTED:

LUMOS NETWORKS INC. DBA SEGRA

BY: Mary McDermott 8-3-2020  
Date

TOWN OF FRONT ROYAL, VIRGINIA

BY: \_\_\_\_\_  
Date

Teste.,

\_\_\_\_\_  
Clerk of Council

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

EXHIBIT A



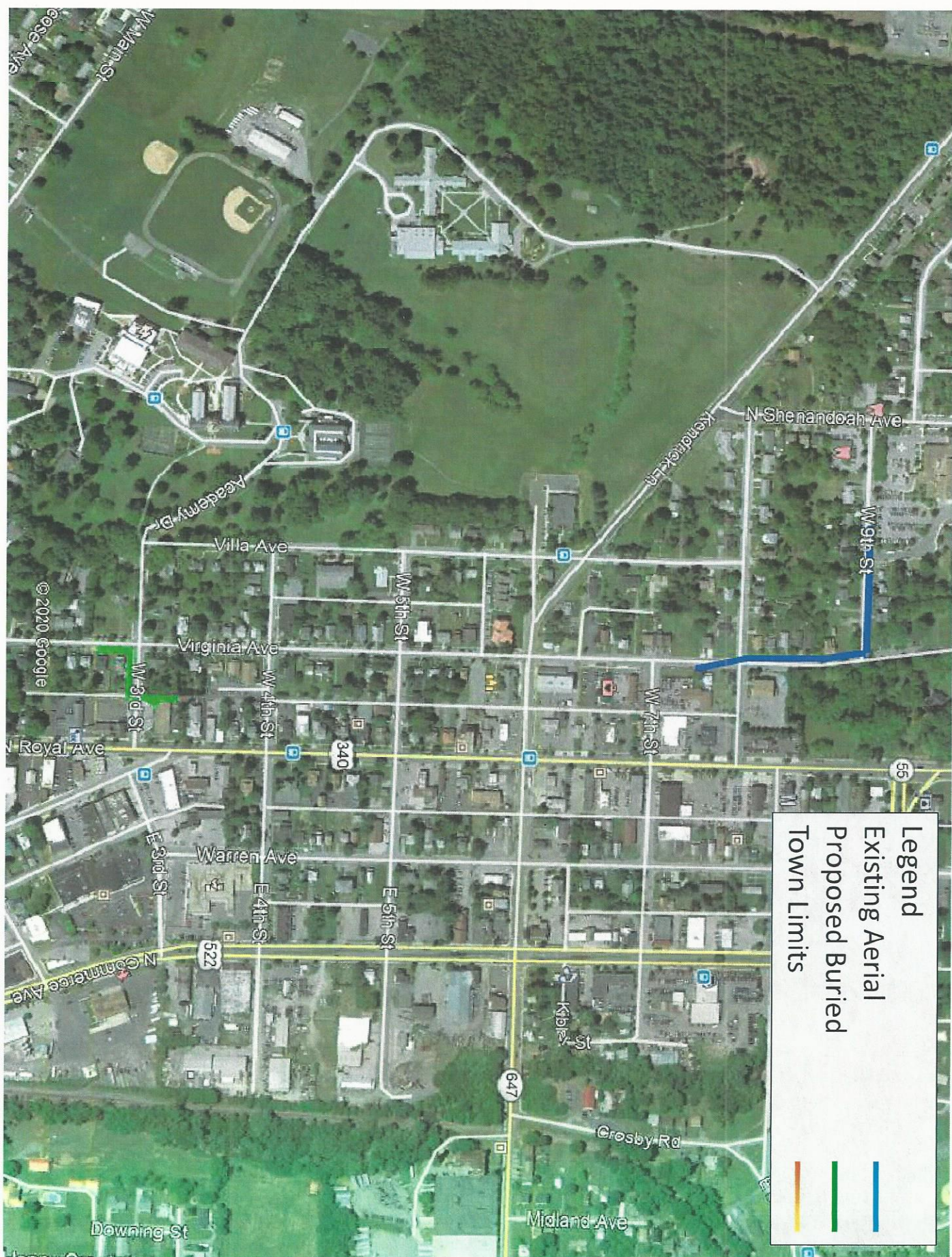




EXHIBIT B

Energy Services

No: \_\_\_\_\_

Town of Front Royal, Virginia

Date: \_\_\_\_\_

Application is hereby made for permission to make attachments to the following poles:

☐ Sketch Attached

<u>Pole Nos.</u>	<u>Location</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

LUMOS NETWORKS INC. DBA SEGRA

By: \_\_\_\_\_

Permission is granted to make the attachments described in the above application subject to the acceptance of obligation to pay the actual non-betterment costs ("make-ready" shall be billed on a time and materials cost basis, the estimated amounts of which are shown below) of the plant rearrangements and changes necessary to accommodate the above-specified attachments.

Town of Front Royal, Virginia Cost \$ \_\_\_\_\_

Permit \_\_\_\_\_, 20 Permit

Accepted: \_\_\_\_\_, 20

TOWN OF FRONT ROYAL, VIRGINIA

LUMOS NETWORKS INC. DBA SEGRA

By: \_\_\_\_\_

By: \_\_\_\_\_

9





# Town of Front Royal, Virginia Council Agenda Statement

Item # 9

Meeting Date: August 10, 2020

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**Agenda Item:** COUNCIL APROVAL – Resolution for Front Royal COVID-19 Infectious Disease Preparedness and Response Plan

**Summary:** Council is requested to approve a Resolution that adopts the requirement for a written COVID-19 Infectious Disease Preparedness and Response Plan for Town of Front Royal employees under the jurisdiction of the Virginia Occupational Safety and Health (VOSH) Program. Revisions requested to the Plan from Council at the August 3, 2020 Work Session have been included in the attached plan.

**Budget/Funding:** None

**Meetings:** Work Session held August 3, 2020

**Staff**

**Recommendation:** Approval\_\_\_\_\_ Denial\_\_\_\_\_

**Proposed Motion:**

I move that Council approve a Resolution that adopts the requirement for a written COVID-19 Infectious Disease Preparedness and Response Plan for Town of Front Royal employees under the jurisdiction of the Virginia Occupational Safety and Health (VOSH) Program, as presented.

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

Approved By: \_\_\_\_\_ 

**RESOLUTION**  
***Town of Front Royal COVID-19 Infectious Disease***  
***Preparedness and Response Plan***

**WHEREAS**, on July 27<sup>th</sup>, 2020, the Virginia Occupational Safety and Health (VOSH) program published the Virginia Safety and Health Codes Board's Emergency Temporary Standard (ETS) for Infectious Disease Prevention: SARS-CoV-2 Virus That Causes COVID-19, 16VAC25-220, which became effective immediately; and,

**WHEREAS**, this emergency temporary standard is designed to establish requirements for employers to control, prevent, and mitigate the spread of SARS-CoV-2, the virus that causes COVID-19 to and among employees and employers; and,

**WHEREAS**, this emergency temporary standard applies to all employees and employers under the jurisdiction of the Virginia Occupational Safety and Health (VOSH) program; and,

**WHEREAS**, under this emergency temporary standard, the Town of Front Royal is required to adopt a written Infectious Disease Preparedness and Response Plan within sixty (60) days of publication (July 27, 2020); and,

**NOW, THEREFORE BE IT RESOLVED** by the Mayor and Council of the Town of Front Royal, Virginia hereby adopt said Town of Front Royal COVID-19 Infectious Disease Preparedness and Response Plan.

APPROVED:

\_\_\_\_\_  
Eugene R. Tewalt, Mayor

Attest:

\_\_\_\_\_  
Tina L. Presley Clerk of Council

---

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

William A. Sealock	<u>Yes/No</u>	Gary L. Gillispie	<u>Yes/No</u>
Lori A. Cockrell	<u>Yes/No</u>	Jacob L. Meza	<u>Yes/No</u>
Chris Holloway	<u>Yes/No</u>	Letasha T. Thompson	<u>Yes/No</u>

\*\*\*\*\*

Approved as to Form and Legality:

\_\_\_\_\_  
Douglas W. Napier, Town Attorney

Dated: \_\_\_\_\_



## TOWN OF FRONT ROYAL, VA

### COVID-19 Infectious Disease Preparedness and Response Plan

#### Town of Front Royal, VA

Adoption Date:

Revision(s):

### Organization Policy

In response to the COVID-19 pandemic, the Town of Front Royal is committed to providing a safe and healthy workplace for its workers and citizens. Managers and workers are all responsible for implementing this plan. Our goal is to mitigate the potential for transmission of COVID-19 in our workplace and community, and that requires full cooperation among our workers and management. Only through this cooperative effort can we establish and maintain the safety and health of our workers and workplace.

Management and workers are responsible for implementing and complying with all aspects of this COVID-19 Preparedness Plan. Managers and supervisors have our full support in enforcing the provisions of this policy. Employees failing to abide by the requirements of this policy may receive disciplinary action in conformance with the employee handbook.

The Virginia Department of Labor and Industry (DOLI) at the direction of Virginia Governor Ralph Northam has developed and implemented the policies set forth in Virginia Code 16 VAC 25-220. This Emergency Temporary Standard for preventing the infectious disease SARS-CoV-2 (otherwise known as COVID-19) is designed to prevent the spread of COVID-19 and protect Virginia's workers. The Town of Front Royal is dedicated to ensuring that our employees (full-time, part-time, and temporary) are fully protected, and can return to their families at the conclusion of their shifts. This policy sets forth the measures, policies, assessments, and enforcement measures that the Town will utilize to ensure the best possible outcome.

Should you have any questions please contact your supervisor or Human Resources to address any questions or concerns that you may have.

Thank you,

The Town of Front Royal

## Definitions

**Administrative Control:** Any procedures which significantly limits daily exposure to COVID-19 related to workplace hazards and job tasks by control or manipulation of the work schedule or manner in which the work is performed. Personal Protective Equipment (PPE) is not considered an administrative control.

**Asymptomatic:** A Person who does not have symptoms.

**Close Contact:** Any individual within six (6) feet of an infected person for at least fifteen (15) minutes starting from 48 hours before the person became sick until the person was isolated.

**Engineering Control:** The use of substitution, isolation, ventilation, and equipment modification to reduce exposure to COVID-19 related workplace hazards and job tasks.

**Exposure Risk Level:** Assessment of the possibility that an employee could be exposed to the hazards associated with COVID-19 disease which are based on risk factors present during the course of employment regardless of location. These have been broken down to “very high”, “high”, “medium”, and “lower”.

- **Very High:** Exposure risk hazards or job tasks are those in places of employment with high potential for employee exposure to known or suspected sources of the COVID-19 including but not limited to specific medical, postmortem, or laboratory procedures.
- **High:** Exposure risk hazards or job tasks are those in places of employment with high potential for employee exposure with known or suspected sources of COVID-19 that are not otherwise classified as “very high”.
- **Medium:** Exposure risk hazards or job tasks that are not otherwise classified as very high or high and require more than minimal occupational contact with other employees or persons who may be infected with, but are not known or suspected COVID-19 carriers.
- **Lower:** Exposure risk hazards or job tasks are those not otherwise classified as very high, high, or medium, that do not require contact with person known to be, or suspected of being, or who may be infected with, nor contact with other employees, other persons or the general public except as otherwise provided in this definition.

**Face Covering:** Item normally made of cloth or various other materials with elastic bands or cloth ties to secure over the wearer’s nose and mouth in an effort to contain or reduce the spread of potentially infectious respiratory secretions at the source. A face covering is not subject to testing and approval by a state government agency, so it is not considered a form of personal protective equipment or respiratory protection equipment under VOSH laws, rules, regulations, and standards.

**Physical Distancing:** Keeping space between yourself and other persons while conducting work-related activities inside and outside of the physical establishment by staying at least six (6) feet from other persons.

**Symptomatic:** Employee is experiencing symptoms similar to those attributed to COVID-19 including fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea. Symptoms may appear in two (2) to fourteen (14) days after exposure to the virus.



## Employer Requirements

### *Employee Health, Screening, and Leave Policies*

Employees are encouraged to self-monitor for signs and symptoms of suspected COVID-19 infection. These signs and symptoms may include the following: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea. Symptoms may appear in 2 to 14 days after exposure to the virus.

Employees who are experiencing symptoms listed above must stay home and notify a supervisor of your absence. On a case-by-case basis, you may be authorized to work remotely. Should the need arise to remain away from work for an extended period of time due to COVID-19, refer to the Town's COVID-19 Alternate Work and Leave Policy.

Employee screening procedures have been implemented to assess workers' health status at the beginning of each shift. If an employee presents with a fever at or above 100.4 degrees Fahrenheit or is experiencing other COVID-19 symptoms while at work, that employee is to be immediately separated from all other employees and sent home.

If employees are sick or experiencing symptoms at home, they should notify their supervisor, stay home, and follow CDC recommended steps. Employees should not return to work until the criteria to discontinue home isolation are met, in consultation with healthcare providers. Employees who are well but who have a sick family member at home with COVID-19 should notify their supervisor and follow CDC recommended precautions.

The Town has implemented leave policies that promote workers staying at home when they are sick, when household members are sick, or when required by a health care provider to isolate or quarantine themselves or a member of their household (Town of Front Royal COVID-19 Alternate Work and Leave Policy). The leave policy is in conjunction with the Families First Coronavirus Response Act (FFCRA), federal and state guidelines, and the Town's employee handbook. Town employees are entitled to paid leave through the Emergency Paid Sick Leave Act and the Emergency Family and Medical Leave Expansion Act. The Town has also implemented a borrowed leave policy to encourage employees to stay home when sick. Accommodations have been implemented in compliance with Americans with Disabilities Act (ADA) and Age Discrimination in Employment Act (ADEA) regulations for self-identified workers who are considered higher risk for severe illness from COVID-19 as defined by the CDC.

### *Contractors*

Any organization conducting contracting work with the Town is required to impress upon the contractor(s) about the importance of suspected COVID-19 contractors or temporary employees staying home. Known or suspected COVID-19 contractors or temporary workers shall not report to work or be allowed to remain on the job site until cleared to return to work.

Employees who are required to interact with customers, contractors, or the general public will be provided with, and must immediately use supplies to clean and disinfect areas where

there is potential for exposure to COVID-19. All common areas (bathrooms, and other frequently touched surfaces) must be cleaned at least at the end of each shift or as determined by enhanced cleaning procedures.

### ***Physical Distancing***

To reduce the spread of COVID-19, employees, unless infeasible, will be required to practice physical distancing. When physical distancing is infeasible, employees will be required to ensure the use of a face covering. If a face covering is contrary to an employee's safety or health, a face covering is not required; however, based on physical distancing, the employee may be required to utilize a face shield or other PPE device to ensure protection.

Physical distancing of six feet is to be maintained between workers, customers, and visitors in the workplace through the following engineering and administrative controls:

- Markings/signage to instruct visitors and customers about social distancing
- Designed customer flow to maintain social distancing
- Increased physical space between workers
- Increased protection between workers and customers/visitors (barriers/guards)
- Alternate shifts and/or flexible work hours to reduce the number of employees in the workplace at one time
- Controlled access to non-public facilities
- Telework
- Personal Protective Equipment (PPE) (i.e. face coverings, gloves, etc.)
- Customers and visitors are encouraged through signage and public notice to wear face coverings
- Disinfectant is provided for all departments and available to all employees and workstations

Employees, customers, and visitors will be prevented from gathering in groups in common and confined areas. Calls, emails, messaging, virtual and video conferencing should be utilized as much as possible to avoid face-to-face meetings. Personal protective equipment, phones, pens, computer equipment, desks, workstations, offices or other personal work tools and equipment are not to be shared and, if used by more than one person, must be cleaned and disinfected between users.

### ***Hygiene and Respiratory Etiquette***

**Handwashing:** Basic infection prevention measures are being implemented at our workplaces at all times. Workers are instructed to wash their hands for at least 20 seconds with soap and water frequently throughout the day, but especially at the beginning and end of their shift, prior to any mealtimes and after using the toilet. Hand sanitizer dispensers are at entrances and locations throughout the workplace so they can be used for hand hygiene in place of soap and water, as long as hands are not visibly soiled. Hand sanitizer is also available for customers and visitors upon entering buildings.

**Respiratory etiquette - Cover your cough or sneeze:** Workers are to cover their mouth and nose with their sleeve or a tissue when coughing or sneezing and to avoid touching their face, particularly their mouth, nose, and eyes, with their hands. They should dispose of

tissues in provided trash receptacles and wash or sanitize their hands immediately afterward. Respiratory etiquette will be demonstrated on signage and supported by making tissues and trash receptacles available to all workers and visitors.

### ***Cleaning, Disinfection, and Ventilation***

Regular housekeeping practices have been implemented, including increased cleaning and disinfecting of work surfaces, equipment, tools and machinery, and areas in the work environment including restrooms, break rooms, meeting rooms, and areas open to the public. For high contact areas, surfaces are to be routinely disinfected, to include touch screens, controls, door handles, railings, copy/print machines, credit card readers, etc.

Appropriate and effective cleaning and disinfectant supplies have been purchased and are available for use in accordance with product labels, safety data sheets and manufacturer specifications and are being used with required personal protective equipment for the product. Ventilation systems are being properly used and maintained.

Follow the CDC cleaning and disinfection recommendations:

- Clean dirty surfaces with soap and water before disinfecting them.
- To disinfect surfaces, use products that meet EPA criteria for use against SARS-Cov-2, the virus that causes COVID-19, and are appropriate for the surface.
- Always wear gloves and gowns appropriate for the chemicals being used when you are cleaning and disinfecting.
- You may need to wear additional PPE depending on the setting and disinfectant product you are using. For each product you use, consult and follow the manufacturer's instructions for use.

If an employee is suspected or confirmed to have COVID-19 infection, and it has been less than 7 days since the sick employee has been in the facility, close off any areas used for prolonged periods of time by the sick person. Wait 24 hours before cleaning and disinfecting to minimize potential for other employees being exposed to respiratory droplets. If waiting 24 hours is not feasible, wait as long as possible. During this waiting period, open outside doors and windows to increase air circulation in these areas.

## Communication Requirements

If an employee of the Town is suspected or has tested positive for COVID-19, the following guidelines are to be followed:

If an employer (supervisor) is notified of a positive test for one of its own employees, contractors, temporary employees, or other person who was present at the place of employment within the previous fourteen (14) days, the employer shall notify:

- Its own employees at the same place of employment who may have been exposed within twenty-four (24) hours of discovery while keeping confidential the identity of the COVID-19 person in accordance with the Americans with Disabilities Act (ADA) and other applicable laws and regulations.
- Other employers whose employees were present at the work site during the same time period; and the building/facility owner (if different from the employer).

## Return to Work

One of the following strategy conditions must be fully met before an employee is permitted to return to work:

### Time-based strategy

Employees who are suspected or known COVID-19 employees may return to work when 72 (seventy-two) hours have passed since recovery (resolution of fever without the use of fever-reducing medications, and improvement in respiratory symptoms); AND at least ten (10) days have passed since the symptoms first appeared.

### Test-based strategy

Employees who are suspected or known COVID-19 employees may return to work when there is a resolution of fever without the use of fever-reducing medications and improvement in respiratory symptoms, AND two (2) consecutive negative results from a U.S. Food and Drug Administration Emergency Use COVID-19 test taken at least 24 (twenty-four) hours apart. An employee has the right to refuse the COVID-19 test; however, the employer will then be required to follow the symptom time-based strategy.

## Training

The Town of Front Royal is dedicated to ensuring employee protection. This is done to ensure that employees can return home to their families safely at the conclusion of their shifts. To do that, employees must be effectively trained. Training will be accomplished as prescribed below:

- To all employees initially
- To all employees who lack understanding of the policy



- To all newly hired employees

Training will cover the information as prescribed below:

- COVID-19 signs and symptoms
- Self-monitoring for signs and symptoms
- Employer responsibilities and return to work policy
- Cleaning and disinfecting
- Specific COVID-19 analysis for employee jobs
- Town's enforcement policy
- Allow for questions and answers

## Anti-Discrimination

Discrimination against an employee for exercising rights under the safety and health provisions of the Emergency Temporary Standard, Title 40.1 of the Code of Virginia, and implementing regulations under §16VAC25-60-110 is prohibited. Employees shall not be discharged or discriminated against for:

- wearing their own personal protective equipment, provided that the PPE does not create a greater hazard to the employee or create a serious hazard for other employees.
- voicing a reasonable concern about unsafe conditions or infection control related to the SARS-CoV-2 virus and COVID-19 disease.

## Responsible Party

The Town of Front Royal has developed this policy based on the temporary 16 VAC 25-220 Emergency Temporary Standard developed by the Virginia DOLI. This policy is designed to be in place through January 15, 2021; however, this policy may be continued by the Town based on Federal, State, or local guidelines. The Town's Human Resources Office is responsible to ensure the adoption, dissemination, and enforcement of this policy for the safety and health of the employees of the Town of Front Royal.

Managers and supervisors are to monitor how effective the program is being implemented and provide feedback to Human Resources. Managers and workers are to work through this new program together and update the training as necessary. Employees are to report any safety and health concerns immediately to Human Resources.

**Human Resources**  
Office: (540) 635-3929  
Fax: (540) 631-9006

**Julie Bush, Director**  
Cell: (540) 692-4750  
[jbush@frontroyalva.com](mailto:jbush@frontroyalva.com)

**Laura McIntosh, Deputy Director**  
Cell: (540) 660-4542  
[lmcintosh@frontroyalva.com](mailto:lmcintosh@frontroyalva.com)

## Job Safety COVID-19 Analysis

Exposure	Potential Risks	Infection Protection Measures	Department/Work Class Groups
<b>Lower Exposure Risk (Caution)</b>	Lower exposure risk (caution) jobs are those that do not require contact with people known to be, or suspected of being, infected with COVID-19 nor frequent close contact with (within six (6) feet of) the general public. Workers in this category have minimal occupational contact with the public and other coworkers.	<ul style="list-style-type: none"> <li>• Promote frequent and thorough hand washing</li> <li>• Provide alcohol-based hand rubs containing at least 60% alcohol</li> <li>• Encourage employees to stay home if they are sick</li> <li>• Encourage respiratory etiquette, including covering coughs and sneezes.</li> <li>• Take advantage of policies and practices, such as flexible worksites (e.g., telecommuting) and flexible work hours (e.g., staggered shifts), to increase the physical distance among employees.</li> <li>• Discourage employees from using other's phones, desks, offices, or other work tools and equipment, when possible.</li> <li>• Maintain regular housekeeping practices, including routine cleaning and disinfecting of surfaces, equipment, and other elements of the work environment.</li> </ul>	<p>Police Department: office personnel (administrative assistants, records, evidence); communications officers &amp; supervisor</p> <p>Electric Department: office personnel</p> <p>Public Works Department: office personnel</p> <p>Fleet Department: automotive technicians &amp; director</p> <p>Water Treatment Plant: all staff</p> <p>Wastewater Treatment Plant: all staff</p> <p>Finance Department: director, manager, purchasing manager/assistant manager</p> <p>Planning Department: office personnel</p> <p>Information Technology Department: office personnel</p> <p>Human Resources Department: office personnel</p> <p>Legal Department: office personnel</p>

			Town Manager Department: office personnel
Exposure	Potential Risks	Infection Protection Measures	Department/Work Class Groups
<b>Medium Exposure Risk</b>	Medium exposure risk jobs include those that require frequent and/or close contact with (within six (6) feet of) people who may be infected with COVID-19, but who are not known or suspected COVID-19 patients. (Schools, juvenile detention centers, jails, sports, venues, entertainment, airports, bus and transit stations, high-population-density work environments, and some high-volume service settings).	<ul style="list-style-type: none"> <li>• Includes recommended safe job procedures from lower exposure risk above.</li> <li>• Install physical barriers, such as clear plastic sneeze guards, where feasible.</li> <li>• Consider offering face masks to ill employees and customers to contain respiratory secretions until they are able leave the workplace (i.e., for medical evaluation/care or to return home).</li> <li>• Keep customers informed about symptoms of COVID-19 and ask sick customers to minimize contact with workers until healthy again, such as by posting signs about COVID-19 in areas where sick customers may visit.</li> <li>• Where appropriate, limit customers' and the public's access to the worksite, or restrict access to only certain workplace areas.</li> <li>• Consider strategies to minimize face-to-face contact (e.g., remote delivery, phone-based communication, telework).</li> <li>• Communicate the availability of medical screening or other employee health resources (e.g. telemedicine services).</li> <li>• Workers with medium exposure risk may need to wear some combination of gloves, a gown, a face mask, and/or a face shield or goggles. PPE for employees in the medium exposure risk category will vary by work</li> </ul>	<p>Streets Department: maintenance workers, equipment operators &amp; supervisors</p> <p>Water/Sewer Department: utility line technicians, equipment operators &amp; supervisors</p> <p>Solid Waste Department: solid waste workers, equipment operators, recycle attendants &amp; supervisors</p> <p>Horticulture Department: maintenance workers &amp; supervisors</p> <p>General Properties: custodians and maintenance technician</p> <p>Electric Department: line technicians, meter technicians, control technicians, engineering technicians &amp; supervisors</p> <p>Finance Department: customer service specialists, account technicians &amp; financial analyst</p> <p>Meter Readers</p>

<b>Medium Exposure Risk (cont.)</b>		task, the results of the employer's hazard assessment, and the types of exposures workers have on the job.	Tourism Department: customer service specialists & supervisor  School crossing guards
<b>High Exposure Risk</b>	<p>High exposure risk jobs are those with high potential for exposure to known or suspected sources of COVID-19. Workers in this category include:</p> <ul style="list-style-type: none"> <li>Healthcare delivery and Emergency staff (e.g., doctors, nurses, emergency response staff who must enter patients' rooms/homes) exposed to known or suspected COVID-19 patients.</li> <li>Medical transport workers (e.g., ambulance vehicle operators) or Law Enforcement moving known or suspected COVID-19 patients in enclosed vehicles.</li> </ul>	<ul style="list-style-type: none"> <li>Includes recommended safe job procedures from Lower and Medium exposure risks above.</li> <li>Post signs requesting those who enter to use face coverings or disposable face masks and to immediately report symptoms of respiratory illness on arrival.</li> <li>Prompt identification and isolation of potentially infectious individuals is a critical step in protecting workers, customers, visitors, and others at a worksite.</li> <li>Encourage employees to self-monitor for signs and symptoms of COVID-19 if they suspect possible exposure.</li> <li>Communicate procedures for employees to report when they are sick or experiencing symptoms of COVID-19.</li> <li>Where appropriate, develop procedures for immediately isolating people who have signs and/or symptoms of COVID-19, and train workers to implement them. Move potentially infectious people to a location away from workers, customers, and other visitors. Although most worksites do not have specific isolation rooms, designated areas with closable doors may serve as isolation rooms until potentially sick people can be removed from the worksite.</li> <li>Take steps to limit spread of the respiratory secretions of a</li> </ul>	Sworn Police Officers (includes all ranks, criminal investigations and drug task force)



<b>High Exposure Risk (cont.)</b>		<p>person who may have COVID-19. Provide a face mask, if feasible and available, and ask the person to wear it, if tolerated. Note: A face mask (also called a surgical mask, procedure mask, or other similar terms) on a patient or other sick person should not be confused with PPE for a worker; the mask acts to contain potentially infectious respiratory secretions at the source (i.e., the person's nose and mouth)</p> <ul style="list-style-type: none"> <li>• Restrict the number of personnel entering isolation areas.</li> <li>• Consider offering enhanced medical monitoring of workers during COVID-19 outbreaks.</li> <li>• Provide personnel who may be exposed while working away from fixed facilities with alcohol-based hand rubs containing at least 60% alcohol for decontamination in the field.</li> </ul>	
<b>Very High Exposure Risk</b>	<p>Very high exposure risk jobs are those with high potential for exposure to known or suspected sources of COVID-19 during specific medical, postmortem, or laboratory procedures. Workers in this category include:</p> <ul style="list-style-type: none"> <li>• Healthcare workers (doctors, nurses, paramedics, emergency medical technicians)</li> </ul>	<ul style="list-style-type: none"> <li>• Includes recommended safe job procedures from Lower, Medium and High exposure risks above.</li> <li>• Most workers at high or very high exposure risk likely need to wear gloves, a gown, a face shield or goggles, and either a face mask or a respirator, depending on their job tasks and exposure risks.</li> <li>• Those who work closely with (either in contact with or within 6 feet of) patients known to be, or suspected of being, infected with SARS-CoV-2, the virus that causes COVID-19, should wear respirators. For the most up-to-date information, visit</li> </ul>	<p>None</p>

	<p>performing aerosol-generating procedures (e.g., intubation, cough induction procedures, bronchoscopies, or invasive specimen collection) on known or suspected COVID-19 patients.</p> <ul style="list-style-type: none"> <li>Healthcare or laboratory personnel collecting or handling specimens from known or suspected COVID-19 patients (e.g., manipulating cultures from known or suspected COVID-19 patients).</li> </ul>	<p>OSHA's COVID-19 webpage: <a href="https://www.osha.gov/covid-19">www.osha.gov/covid-19</a></p> <ul style="list-style-type: none"> <li>PPE ensembles may vary, especially for workers who may need additional protection against blood, body fluids, chemicals, and other materials to which they may be exposed. Additional PPE may include medical/surgical gowns, fluid-resistant coveralls, aprons, or other disposable or reusable protective clothing. Gowns should be large enough to cover the areas requiring protection. OSHA may also provide updated guidance for PPE use on its website: <a href="https://www.osha.gov/covid-19">www.osha.gov/covid-19</a>.</li> </ul>	
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# Resources

## General

CDC: Coronavirus (COVID-19) - <https://www.cdc.gov/coronavirus/2019-ncov>

CDC symptoms flyer - <https://www.cdc.gov/coronavirus/2019-ncov/downloads/stop-the-spread-of-germs.pdf>

Virginia Department of Health (VDH): Coronavirus - <https://www.vdh.virginia.gov/coronavirus/>

State of Virginia: COVID-19 response - <https://www.virginia.gov/coronavirus/>

Virginia Department of Emergency Management: COVID-19 response - <https://www.vaemergency.gov/>

Federal response to COVID-19 - <https://www.usa.gov/coronavirus>

FFCRA Employee Rights Poster - [https://www.dol.gov/sites/dolgov/files/WHD/posters/FFCRA\\_Poster\\_WH1422\\_Non-Federal.pdf](https://www.dol.gov/sites/dolgov/files/WHD/posters/FFCRA_Poster_WH1422_Non-Federal.pdf)

FDA information flyer - <https://www.fda.gov/media/136812/download>

OSHA : COVID-19 - <https://www.osha.gov/SLTC/covid-19/>

## Handwashing

CDC What You Need to Know About Handwashing VIDEO - <https://www.youtube.com/watch?v=d914EnpU4Fo>

## Respiratory Etiquette: Cover your cough or sneeze

CDC: Prevent yourself from getting sick - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>

CDC: Hygiene etiquette; coughing and sneezing - [https://www.cdc.gov/healthywater/hygiene/etiquette/coughing\\_sneezing.html](https://www.cdc.gov/healthywater/hygiene/etiquette/coughing_sneezing.html)

## Social Distancing

CDC - <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>

## Housekeeping

CDC: Cleaning and disinfecting the workplace - <https://www.cdc.gov/coronavirus/2019-ncov/community/clean-disinfect/index.html>

CDC: Cleaning and disinfecting your home - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/disinfecting-your-home.html>

CDC: Cleaning and disinfecting for community facilities - <https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html>

Environmental Protection Agency (EPA) - <https://www.epa.gov/coronavirus/guidance-cleaning-and-disinfecting-public-spaces-workplaces-businesses-schools-and-homes>

EPA approved disinfectants - <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2>



10



## Town of Front Royal, Virginia Council Agenda Statement

Item # 10

Meeting Date: August 10, 2020

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**Agenda Item:** COUNCIL APPROVAL – Deed of Dedication – First Bank – W. 17<sup>th</sup> Street

**Summary:** On January 27, 2020 Council approved and accepted a Developer's Cash Escrow Agreement with Sheetz, Inc. for the Town to complete the W. 17<sup>th</sup> Street and Shenandoah Avenue Intersection Improvements, by adding a slip lane and to acquire right-of-way from the adjacent bank property. Council is requested to approve a Deed of Dedication with First Bank for 594 square feet on W. 17<sup>th</sup> Street to accommodate the slip lane to be constructed at W. 17<sup>th</sup> Street and N. Shenandoah Avenue.

**Budget/Funding:** N/A

**Meetings:** Work Session held July 20, 2020

**Staff**

**Recommendation:** Approval\_\_\_\_\_ Denial\_\_\_\_\_

**Proposed Motion:** I move that Council approve a Deed of Dedication with First Bank for 594 square feet on W. 17<sup>th</sup> Street to accommodate a slip lane to be constructed at W. 17<sup>th</sup> Street and N. Shenandoah Avenue, as presented.

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

Approved By: \_\_\_\_\_

[This deed is exempt from the recordation taxes imposed pursuant to §58.1-811(A)(3) ]

**DEED OF DEDICATION OF RIGHT-OF-WAY  
AND PARTIAL RELEASE**

THIS DEED OF DEDICATION OF RIGHT-OF-WAY AND DEED OF TEMPORARY CONSTRUCTION EASEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between **FIRST BANK**, a Virginia banking corporation licensed to do business in the State of Virginia, hereinafter referred to as the Grantor, and **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 Grantee.

**WITNESSETH:**

That for an in consideration of the sum of ONE DOLLAR (\$1.00), cash in hand paid, and other good and valuable consideration, including safety to guests and invitees of the owners of the property now owned by First Bank and to other travelers in the Town of Front Royal, the Grantor, the signature of whose authorized representative appears below, does hereby bargain, grant, sell, and convey, with General Warranty and English Covenants of Title, all Grantor's right, title, and interest unto Grantee, all that certain tract or parcel of land designated as "**PUBLIC RIGHT-OF-WAY HEREBY DEDICATED (594 SQ. FT.)**", to become part of the Town's public right of way street system of West 17<sup>th</sup> Street; **TOGETHER WITH** a two feet (2') wide temporary construction easement directly alongside and adjacent to the said Public Right-of-Way (594 Sq. Ft.) so dedicated to the Grantee on the northeastern side thereof ("Temporary Construction Easement"), said

Temporary Construction Easement to be used by the Grantee for the construction and improvement of said Public Right-of-Way (594 Sq. Ft.) by Grantee, as further set forth herein, said Public Right of Way Dedication and Temporary Construction Easement being more particularly shown and described on that certain "PLAT SHOWING **TEMPORARY CONSTRUCTION EASEMENT AND PUBLIC RIGHT-OF-WAY DEDICATION** OF A PORTION OF THE LAND OF FIRST BANK, INST. NO. 010000016 NORTH RIVER MAGISTERIAL DISTRICT WARREN COUNTY, VIRGINIA, DATE 07/30/20", prepared by Marsh & Legge Land Surveyors, P.L.C, (the "Plat"), said Plat attached hereto and incorporated herein and made a part hereof for all purposes. This is the same property conveyed to the Grantor by Deed dated December 27, 2000, from Hannah Enterprises, L.P., L.L.P., a Virginia Limited Partnership, by Instrument No. 010000016, **TAX MAP NO. 20A2-2-1.**

The further terms and conditions of this easement grant are as follows:

- (a) This Temporary Construction Easement shall remain in effect for so long, and only for so long, until construction of said Public Right-of-Way (594 Sq. Ft.) is finally completed and accepted into the Town of Front Royal's public right of way system into West 17<sup>th</sup> Street, and then such temporary construction easement shall be terminated.
- (b) During the period of this Temporary Construction Easement, the Town, its officers, employees, agents, and contractors shall recognize that the existing entrances to Grantor's commercial property on North Shenandoah Avenue and West 17<sup>th</sup> Street are important means of ingress and egress to and from Grantor's property, and the Town, its officers, employees, agents, and contractors shall take care to not unreasonably block or restrict access by Grantor, its employees, agents, contractors, subcontractors, or customers from using said entrances to and from Grantor's commercial property during the period of this Temporary Construction Easement.
- (c) Grantee shall exercise reasonable care to protect Grantor's property from damage or injury occasioned in the enjoyment of the Temporary Construction



Easement and rights herein granted, and to promptly repair the said property or reimburse the Grantor for any property damaged beyond repair completion of any activity by Grantee upon the Easement. Grantee shall restore Grantor's property as nearly as possible to its original condition as is practicable, including backfilling, and compaction of trenches, repaving, reseeding or re-sodding of lands if and as applicable, replacement of equipment and facilities of Grantor, removal of trash and debris, and removal of Grantee's equipment, accessories or appurtenances not inconsistent with the construction of the Public Right-of-Way and Temporary Construction Easement and related facilities or the exercise of any rights or privileges expressed herein, and will make a good faith effort to minimize any damage. Grantee shall maintain said Temporary Construction Easement and associated equipment and facilities in such repair as not to endanger or otherwise limit the enjoyment or use of the Grantor's property, including ingress, egress or parking in, on and over entrances and parking lots.

- (d) Grantee may (but is not required to) trim, cut, remove, and keep clear all brush, undergrowth, and any and all other obstructions, within the said Easement area that may in any manner, in Grantee's judgment, endanger or interfere with the proper and efficient operation of the water or thereon and the Grantee shall have all such other rights and privileges as are reasonably necessary or convenient for the full enjoyment and use of the easement herein granted for the aforesaid purpose, so long as same does not unreasonably interfere with Grantor's use of Grantor's property for its intended use.
- (e) If the Grantee does cut or fell any brush, undergrowth or obstructions, such brush, undergrowth, or obstructions shall be the expense of Grantee be removed from the Easement area.

Grantor further covenants that it has the right to convey the easement aforesaid; that Grantee shall have quiet and peaceful enjoyment and possession of said easement, and that Grantor will execute such further assurances of the said of the said grant and easements herein contained as may be requisite.

**WITNESS** the following signatures and seals:

***[SIGNATURES FOLLOWING ON PAGES FOUR AND FIVE:]***

**FIRST BANK (SEAL)**

By: \_\_\_\_\_(SEAL)  
Name Title

**COMMONWEALTH OF VIRGINIA**  
**COUNTY/CITY OF \_\_\_\_\_, TO-WIT:**

I, \_\_\_\_\_, a Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that \_\_\_\_\_, whose name is signed to the foregoing Deed of Dedication of Right-of-Way and Temporary Construction Easement bearing the date of the \_\_\_\_ day of \_\_\_\_\_, 2020, has this day personally appeared and acknowledged the same before me in my State and in the City/County aforesaid.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2020.

My commission expires on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

The foregoing conveyance is hereby accepted by the Town of Front Royal, Virginia, as evidenced by the signature of the undersigned, who is authorized to accept this conveyance on behalf of the Town, as evidenced by a Resolution adopted by the Town Council.

**WITNESS** the following signatures:

**TOWN OF FRONT ROYAL, VIRGINIA**

**BY:** \_\_\_\_\_  
**Hon. Eugene R. Tewalt**

**ATTEST:**

\_\_\_\_\_  
**Tina L. Presley, Clerk of Town Council**  
**Acting Clerk of Council**

**COMMONWEALTH OF VIRGINIA**  
**COUNTY OF WARREN, TO-WIT:**

I, \_\_\_\_\_, a Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that Eugene R. Tewalt, Mayor, and Tina L. Presley, Clerk of Town Council, whose names are signed on behalf of the Town of Front Royal, Virginia, to the foregoing Deed of Dedication of Right-of-Way and Deed of Temporary Construction Easement, have each this day personally appeared and acknowledged the same before me in my State and in the County aforesaid.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2020.

My commission expires on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
**NOTARY PUBLIC**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Date

# **MARSH & LEGGE LAND SURVEYORS, P.L.C.**

560 North Loudoun Street, Winchester, VA 22601 ■ 540-667-0468 ■ Fax: 540-667-0469 ■ E-mail: [office@marshandlegge.com](mailto:office@marshandlegge.com)

## **TRANSMITTAL COVER SHEET**

**Date: August 6, 2020**  
**Re: First Bank**  
**M & L Project No. 11056**

**TO: Douglas W. Napier, Esquire**  
**Town of Front Royal Attorney**  
**102 East Main Street**  
**Front Royal, Virginia 22630**

### **WE ARE DELIVERING YOU THE FOLLOWING ITEM:**

<b>COPIES</b>	<b>DATE</b>	<b>DESCRIPTION</b>
<b>4</b>	<b>07/30/2020</b>	<b>Plat Showing Temporary Construction Easement and Public Right of Way Dedication of a Portion of the Land of First Bank</b>

**THIS ITEM IS TRANSMITTED FOR YOUR USE.**

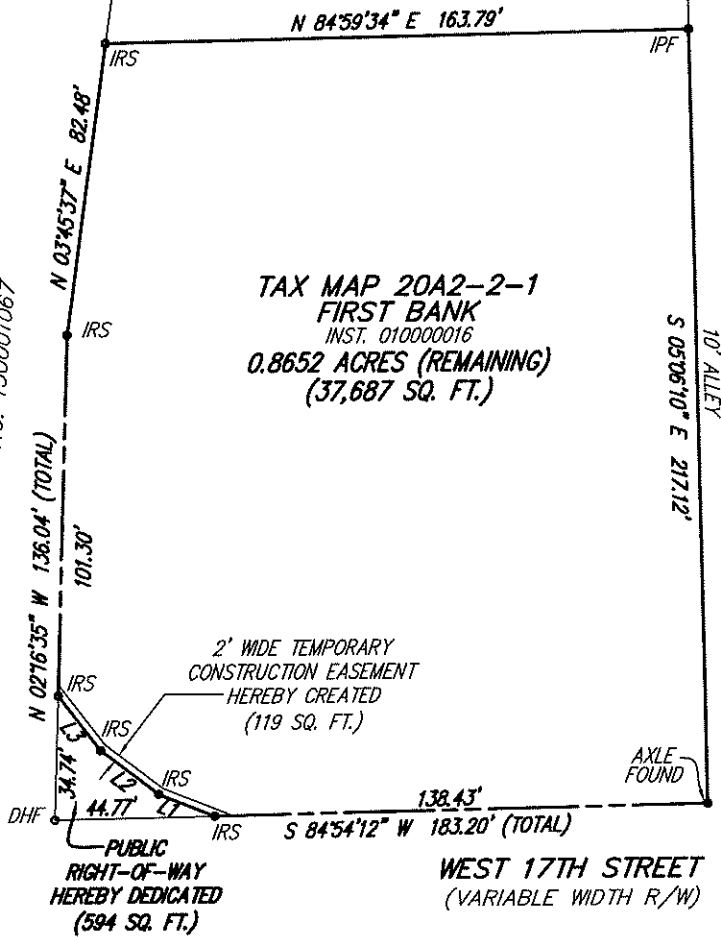
**FROM: Scot W. Marsh, L.S.**

*id11056-esmnt*



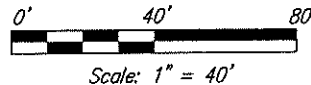
PARCEL B  
T.M. 20A2-2-2  
THE MARATHON BANK  
INST. NO. 020004944

U.S. ROUTE 340/522  
NORTH SHENANDOAH AVENUE  
(VARIABLE WIDTH R/W)  
INST. NO. 130001067



NEW RIGHT-OF-WAY  
LINE TABLE

LINE	BEARING	DISTANCE
L1	N 72°26'36" W	16.99'
L2	N 56°40'22" W	20.28'
L3	N 41°33'23" W	19.34'



**NOTES:**

1. NO TITLE REPORT FURNISHED; THEREFORE, THERE MAY BE EASEMENTS OR ENCUMBRANCES THAT EXIST THAT ARE NOT SHOWN HEREON.
2. BOUNDARY INFORMATION SHOWN IS BASED ON "COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION, TEMPORARY CONSTRUCTION EASEMENT AND RIGHT OF WAY ACQUISITION PLAT" RECORDED IN INSTRUMENT NO. 130001067.
3. THIS SURVEY IS FOR THE PURPOSE OF SHOWING THE EASEMENT AND RIGHT-OF-WAY DEDICATION. PHYSICAL IMPROVEMENTS AND EXISTING EASEMENTS ON THIS PARCEL ARE NOT SHOWN.

PLAT SHOWING  
**TEMPORARY CONSTRUCTION EASEMENT  
AND  
PUBLIC RIGHT-OF-WAY DEDICATION**  
OF A PORTION OF THE LAND OF  
**FIRST BANK**

INST. NO. 010000016  
NORTH RIVER MAGISTERIAL DISTRICT  
TOWN OF FRONT ROYAL ~ WARREN COUNTY, VIRGINIA

DATE: 07/30/20

SCALE: 1" = 40'

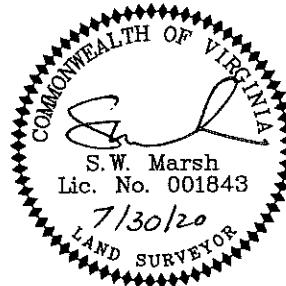
SHEET 1 OF 1



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PHONE (540) 667-0468 ~ FAX (540) 667-0469 ~ EMAIL office@marshandlegge.com



DRAWN BY: HBK

id11056-esmt

PARCEL B  
T.M. 20A2-2-2  
THE MARATHON BANK  
INST. NO. 020004944

N 84°59'34" E 163.79'

IPF

TAX MAP 20A2-2-1  
FIRST BANK  
INST. 010000016  
0.8652 ACRES (REMAINING)  
(37,687 SQ. FT.)

10' ALLEY  
S 05°06'10" E 217.12'

N 03°45'37" E 82.48'

IRS

N 02°16'35" W 136.04' (TOTAL)  
101.30'

IRS  
34.74'

PUBLIC  
RIGHT-OF-WAY  
HEREBY DEDICATED  
(594 SQ. FT.)

2' WIDE TEMPORARY  
CONSTRUCTION EASEMENT  
HEREBY CREATED  
(119 SQ. FT.)

IRS  
44.77'

IRS  
27'

138.43'

AXLE  
FOUND

S 84°54'12" W 183.20' (TOTAL)

WEST 17TH STREET  
(VARIABLE WIDTH R/W)

**LEGEND**

IPF - IRON PIPE FOUND  
DHF - DRILL HOLE FOUND  
IRS - IRON ROD SET

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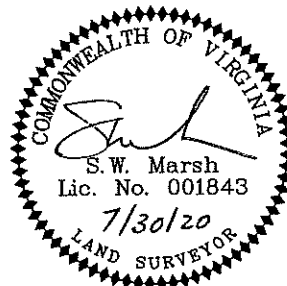
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SHEET 1 OF 1



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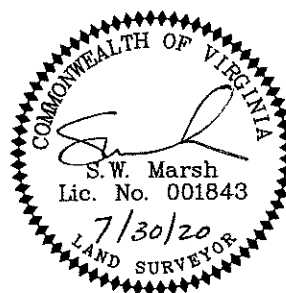
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DRAWN BY: HBK

id11056-esmt

# **WORK SESSION**



## Work Session Agenda Form

Item # 1

DATE: 8/10/20

**AGENDA ITEM:** Continued Discussion of Second Amendment Resolution

**SUMMARY:** At the July 13, 2020 Regular Council Meeting, Paul Aldrich requested that Council consider passing a Resolution known as the "Second Amendment Resolution. Council discussed the resolution at their work session held on August 3, 2020. At that time Council asked this be placed on an upcoming work session for further discussion.

*Note: Resolution and State Code Reference is attached.*

**BUDGET/FUNDING:** N/A

**STAFF RECOMMENDATION:** Council takes desired action

Work Session



## **RESOLUTION OF FRONT ROYAL TOWN COUNCIL**

WHEREAS, in acknowledgment of its deep commitment to the rights of all citizens of, and visitors to, Front Royal to keep and bear arms, Front Royal Town Council previously declared Front Royal to be a 'Second Amendment Sanctuary', and

WHEREAS, certain legislation has been passed in the Virginia General Assembly that allows localities to, by ordinance, ban otherwise lawfully possessed and transported firearms from certain public spaces, causing law-abiding citizens to be exposed to a patchwork of local ordinances as they travel throughout the Commonwealth, and

WHEREAS, the Front Royal Town Council acknowledges the significant economic contribution made to our community by tourists and visitors and does not wish to discourage travel to Front Royal, and

WHEREAS, Front Royal wishes to welcome all law-abiding citizens who wish to live in, visit, or otherwise participate in the economy of our community, including those citizens and visitors who choose to legally carry a firearm for personal protection, and

WHEREAS, the Front Royal Town Council does not wish to infringe on the rights of the citizens of, or visitors to, Front Royal to keep and bear arms, and

WHEREAS, the Front Royal Town Council wishes to express its continued opposition to any law that would unconstitutionally restrict the rights of the citizens of, and visitors to, Front Royal to keep and bear arms.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Front Royal Virginia:

That the Front Royal Town Council hereby declares Front Royal, Virginia shall not exercise any authority granted to it by § 15.2-915(E) of the Code of Virginia to regulate or prohibit the otherwise legal purchase, possession, or transfer of firearms or ammunition.

The undersigned clerk of the Town Council of the Town of Front Royal, hereby certifies that the resolution set forth above was adopted during an open meeting on <DATE>, 2020, by the Town Council with the following votes:

## § 15.2-915. Control of firearms; applicability to authorities and local governmental agencies

A. No locality shall adopt or enforce any ordinance, resolution, or motion, as permitted by § 15.2-1425, and no agent of such locality shall take any administrative action, governing the purchase, possession, transfer, ownership, carrying, storage, or transporting of firearms, ammunition, or components or combination thereof other than those expressly authorized by statute. For purposes of this section, a statute that does not refer to firearms, ammunition, or components or combination thereof shall not be construed to provide express authorization.

Nothing in this section shall prohibit a locality from adopting workplace rules relating to terms and conditions of employment of the workforce. However, no locality shall adopt any workplace rule, other than for the purposes of a community services board or behavioral health authority as defined in § 37.2-100, that prevents an employee of that locality from storing at that locality's workplace a lawfully possessed firearm and ammunition in a locked private motor vehicle. Nothing in this section shall prohibit a law-enforcement officer, as defined in § 9.1-101, from acting within the scope of his duties.

The provisions of this section applicable to a locality shall also apply to any authority or to a local governmental entity, including a department or agency, but not including any local or regional jail, juvenile detention facility, or state-governed entity, department, or agency.

B. Any local ordinance, resolution, or motion adopted prior to July 1, 2004, governing the purchase, possession, transfer, ownership, carrying, or transporting of firearms, ammunition, or components or combination thereof, other than those expressly authorized by statute, is invalid.

C. In addition to any other relief provided, the court may award reasonable attorney fees, expenses, and court costs to any person, group, or entity that prevails in an action challenging (i) an ordinance, resolution, or motion as being in conflict with this section or (ii) an administrative action taken in bad faith as being in conflict with this section.

D. For purposes of this section, "workplace" means "workplace of the locality."

E. Notwithstanding the provisions of this section, a locality may adopt an ordinance that prohibits the possession, carrying, or transportation of any firearms, ammunition, or components or combination thereof (i) in any building, or part thereof, owned or used by such locality, or by any authority or local governmental entity created or controlled by the locality, for governmental purposes; (ii) in any public park owned or operated by the locality, or by any authority or local governmental entity created or controlled by the locality; (iii) in any recreation or community center facility operated by the locality, or by any authority or local governmental entity created or controlled by the locality; or (iv) in any public street, road, alley, or sidewalk or public right-of-way or any other place of whatever nature that is open to the public and is being used by or is adjacent to a permitted event or an event that would otherwise require a permit. In buildings that are not owned by a locality, or by any authority or local governmental entity created or controlled by the locality, such ordinance shall apply only to the part of the building that is being used for a governmental purpose and when such building, or part thereof, is being

used for a governmental purpose.

Any such ordinance may include security measures that are designed to reasonably prevent the unauthorized access of such buildings, parks, recreation or community center facilities, or public streets, roads, alleys, or sidewalks or public rights-of-way or any other place of whatever nature that is open to the public and is being used by or is adjacent to a permitted event or an event that would otherwise require a permit by a person with any firearms, ammunition, or components or combination thereof, such as the use of metal detectors and increased use of security personnel.

The provisions of this subsection shall not apply to the activities of (i) a Senior Reserve Officers' Training Corps program operated at a public or private institution of higher education in accordance with the provisions of 10 U.S.C. § 2101 et seq. or (ii) any intercollegiate athletics program operated by a public or private institution of higher education and governed by the National Collegiate Athletic Association or any club sports team recognized by a public or private institution of higher education where the sport engaged in by such program or team involves the use of a firearm. Such activities shall follow strict guidelines developed by such institutions for these activities and shall be conducted under the supervision of staff officials of such institutions.

F. Notice of any ordinance adopted pursuant to subsection E shall be posted (i) at all entrances of any building, or part thereof, owned or used by the locality, or by any authority or local governmental entity created or controlled by the locality, for governmental purposes; (ii) at all entrances of any public park owned or operated by the locality, or by any authority or local governmental entity created or controlled by the locality; (iii) at all entrances of any recreation or community center facilities operated by the locality, or by any authority or local governmental entity created or controlled by the locality; and (iv) at all entrances or other appropriate places of ingress and egress to any public street, road, alley, or sidewalk or public right-of-way or any other place of whatever nature that is open to the public and is being used by or is adjacent to a permitted event or an event that would otherwise require a permit.

1987, c. 629, § 15.1-29.15; 1988, c. 392; 1997, cc. 550, 587; 2002, c. 484; 2003, c. 943; 2004, cc. 837, 923; 2009, cc. 735, 772; 2012, c. 757; 2020, cc. 1205, 1247.

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

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## Work Session Agenda Form

Item# 2

DATE: August 10, 2020

# Work Session

### **AGENDA ITEM:** Removal of Electric Vehicle Charger

**SUMMARY:** In October 2015, a Signet DC Fast Charger was installed in the downtown gazebo area as part of the Virginia Clean Cities Program. While the Town was responsible for installation costs and a yearly subscription fee of \$600 for a third-party payment vendor - the EV charging equipment was provided for free.

In September of 2018 – the third-party payment vendor (Greenlots) lost communication with the EV Charger. After several months of attempting to remedy the situation the Town was notified that they could either 1. Install a new charging station (quoted at \$33,000) or 2. Put the current charging station into “free mode.”

The charging station has been in free mode since April 2019. Prior to the loss of communications, the unit was used an average of 8 times per month. Currently the EV Charger is used once per month.

**BUDGET/FUNDING:** N/A

**STAFF RECOMMENDATION:** It would be staff's recommendation to remove the Electrical Vehicle Charger from the gazebo area.



3



## Work Session Agenda Form

Item # 3

DATE: 8/10/20

**AGENDA ITEM:** Review of FY21 Revenues

**SUMMARY:** Town Council approved a FY21 budget transfer/amendment upon adopting the FY21 budget, which provides contingency funds for the general fund, street fund, water fund, sewer fund, and solid waste fund due to the COVID-19 pandemic. Council requested staff to periodically review revenues and contingency amounts during work sessions to address accordingly.

Staff is providing Town Council with updated information related to key revenues as of July 31st, 2020.

**BUDGET/FUNDING:** N/A

**STAFF RECOMMENDATION:** Staff recommends continuing to review revenues and contingency amounts monthly with Council. Staff recommends waiting until the end of the first quarter of the fiscal year to review potential uses for contingency funds.

Waiting until the end of the first quarter will allow the Town to judge the impact of revenues that are received quarterly; such as 599 funding for the police department and street maintenance funding.

Work Session

# KEY REVENUE REVIEW

as of July 31, 2020

General		Above/Below Expired
		FY21 Budget
	Sales Tax - Warren County	\$ 16,906.51
	Lodging Tax	\$ (4,856.00)
	Meals Tax	\$ (2,700.00)
	PILOT - Utility Bills	\$ 9,715.01
	Fines & Forfeitures	\$ (8,146.09)
	Rental Vehicle Tax	\$ (3,788.29)
	Communication Tax	\$ 608.44
	599 Funding Police Dept	TBD
	Subtotal	\$ 7,739.58
	General Fund Contingency	\$ 1,316,821.00
	<b>G/F Difference After Contingency</b>	<b>\$ 1,324,560.58</b>

Streets		Above/Below Expired
		FY21 Budget
	Street Construction & Maintenance (V-DOT)	TBD Quarterly Payment
	Street Fund Contingency	\$ 204,145.00
	<b>Street Fund Difference After Contingency</b>	<b>TBD</b>

Electric		Above/Below Expired
		FY21 Budget
	Electric Sales	\$ 167,303.52
	Electric Fund Contingency	\$ 674,979.00
	<b>Electric Fund Difference After Contingency</b>	<b>\$ 842,282.52</b>

Water		Above/Below Expired
		FY21 Budget
	Water Sales	\$ 46,192.45
	Water Connections	\$ 29,808.00
	Subtotal	\$ 76,000.45
	Water Contingency	\$ 458,325.00
	<b>Water Difference After Contingency</b>	<b>\$ 534,325.45</b>

<b>Sewer</b>		<b>Above/Below Expired FY21 Budget</b>
	Sewer Sales	\$ 1,795.57
	Sewer Connections	\$ 90,708.80
	<b>Subtotal</b>	<b>\$ 92,504.37</b>
	Sewer Contingency	\$ 359,525.00
	<b>Sewer Difference After Contingency</b>	<b>\$ 452,029.37</b>

<b>Solid Waste</b>		<b>Above/Below Expired FY21 Budget</b>
	Solid Waste Sales	\$ 4,878.49
	Tipping Fees Collected from Utility Billing	\$ (340.00)
	<b>Subtotal</b>	<b>\$ 4,538.49</b>
	Solid Waste Contingency	\$ 38,465.00
	<b>Solid Waste Difference After Contingency</b>	<b>\$ 43,003.49</b>

### **DELINQUENT UTILITY ACCOUNTS**

Number of Delinquent Active Utiltiy Accounts May 2020	2,022
Number of Delinquent Active Utlitiy Accounts June 2020	1,151
Number of Delinquent Active Utlitiy Accounts July 2020	899
May 2020 Delinquent Utiltiy Account \$	\$ 841,441.54
June 2020 Delinquent Utiltiy Account \$	\$ 658,438.88
July 2020 Delinquent Utiltiy Account \$	\$ 581,514.60

4



## Work Session Agenda Form

Item # 4

DATE: 8/10/20

**AGENDA ITEM:** Vacancy on Planning Commission

**SUMMARY:** On August 3, 2020, Town Staff has received a resignation from Planning Commission member Cee Ann Davis. She no longer is a property owner in the Town of Front Royal. Ms. Davis was appointed to the Planning Commission on July 23, 2018 to a four-year term. expiring August 31, 2022.

**BUDGET/FUNDING:** N/A

**STAFF RECOMMENDATION:** Staff recommends advertising for the position.

Work Session