

Chapter 180APPENDIX

(Cable Television, Policy Statements, Electric Company, Telephone Company, Public Passenger Bus Service)

## Sections:

CABLE TELEVISION

- 180-181 CABLE TELEVISION
- 180-181.1 FRANCHISE GRANTED

POLICY STATEMENTS

- 180-182 POLICY STATEMENTS

ELECTRIC COMPANY

- 180-183 ELECTRIC COMPANY FRANCHISE

TELEPHONE COMPANY

- 180-184 TELEPHONE COMPANY FRANCHISE
- 180-184.1 FRANCHISE GRANTED
- 180-184.2 PURPOSE OF THE FRANCHISE
- 180-184.3 TERM OF FRANCHISE
- 180-184.4 POLES AND CONDUITS
- 180-184.5 REPAIRS
- 180-184.6 INDEMNIFICATION
- 180-184.7 MAINTENANCE
- 180-184.8 INSPECTIONS
- 180-184.9 ANNUAL PAYMENT
- 180-184.10 (RESERVED)
- 180-184.11 PERFORMANCE BOND
- 180-184.12 EMERGENCIES
- 180-184.13 NEW DEVELOPMENTS
- 180-184.14 TEMPORARY RELOCATION
- 180-184.15 VACATION OF STREET
- 180-184.16 UNDERGROUND STREET CROSSING
- 180-184.17 TREE TRIMMING
- 180-184.18 CUSTOMER SERVICE STANDARDS
- 180-184.19 GOVERNING LAW
- 180-184.20 SEVERABILITY
- 180-184.21 COMPLIANCE WITH LAWS
- 180-184.22 SUCCESSORS OR ASSIGNEES
- 180-184.23 FRANCHISE RIGHTS

PUBLIC PASSENGER BUS SERVICE

- 180-185.1 FRANCHISE GRANTED
- 180-185.2 PURPOSE OF THE FRANCHISE

<b>180-185.3</b>	<b>TERM OF FRANCISE</b>
<b>180-185.4</b>	<b>BUSES</b>
<b>180-185.5</b>	<b>REPAIRS</b>
<b>180-185.6</b>	<b>INDEMNIFICATION</b>
<b>180-185.7</b>	<b>MAINTENANCE</b>
<b>180-185.8</b>	<b>INSPECTIONS</b>
<b>180-185.9</b>	<b>ANNUAL PAYMENT AND OPERATION</b>
<b>180-185.10</b>	<b>PASSENGER FARES</b>
<b>180-185.11</b>	<b>SCHEDULES</b>
<b>180-185.12</b>	<b>ROUTES AND STOPS</b>
<b>180-185.13</b>	<b>COMPLIANCE WITH LAWS</b>
<b>180-185.14</b>	<b>INSURANCE</b>
<b>180-185.15</b>	<b>BOND</b>
<b>180-185.16</b>	<b>GOVERNING LAW</b>
<b>180-185.17</b>	<b>SEVERABILITY</b>
<b>180-185.18</b>	<b>EQUAL OPPORTUNITY REQUIRED</b>
<b>180-185.19</b>	<b>SUCCESSORS OR ASSIGNEES</b>
<b>180-185.20</b>	<b>FRANCHISE RIGHTS</b>
<b>180-185.21</b>	<b>REMEDIES</b>

### CABLE TELEVISION

#### **180-181 CABLE TELEVISION**

(Adopted 11-10-75)

(Renewed (Telaco) 9-30-85 by Ord. No. 10-85)

(Renewed (Adelphia) 5-12-03 as Ord. No. 02-03)

#### **180-181.1 FRANCHISE GRANTED**

Adelphia Cable Communications has been providing cable television services within the Town of Front Royal under a franchise granted on September 30, 1985. Title 47 Section 546 of the United States Code authorizes the renewal of cable television franchises after notice to the public. Town staff has negotiated a comprehensive agreement for the renewal of the franchise, which provides for: a 10-year term, with a 5-year extension if not in default; extensive customer service standards; financial guarantees of Adelphia's ability to meet its obligations; insurance requirements to meet potential liabilities; and free services to many Town and Warren County buildings and facilities. After public hearing, the Town Council desires to renew Adelphia's franchise to operate a cable television system within the Town under the terms and conditions negotiated by staff. The Town Council of the Town of Front Royal, Virginia pursuant to Title 47 Section 546 of the United States Code that Global Acquisition Partners, LP, doing business as Adelphia Cable Communications is hereby granted renewal of a franchise to operate a cable television system within the Town of Front Royal, under the terms and conditions of a Franchise Agreement negotiated by Adelphia and the Town's staff and dated this 12th day of May, 2003.

**POLICY STATEMENTS****180-182 POLICY STATEMENTS**

The following policy statements of the Town of Front Royal are available for public inspection at the office of the Town Clerk during regular office hours:

Electrical Department General Practices; Policies; Procedures (adopted 6-28-71)  
 Procedures for Processing Parking Tickets (adopted 12-1-77)  
 Wrecking Service Policy (adopted 6-12-78)  
 Towing Services (adopted 4-23-79)

**ELECTRIC COMPANY**

(Adopted with Potomac Edison 5-2-86; Renewed with Allegheny 1-2-09; Amended with REC 8-28-14)

**180-183 ELECTRIC COMPANY FRANCHISE**

An Ordinance to grant to The Potomac Edison Company, d/b/a Allegheny Power, and its successors or assignees, the right for the term and upon the conditions herein stated, to occupy and use the streets, avenues, alleys, parks and other public places of the Town of Front Royal, Virginia and to acquire, erect, construct, reconstruct, maintain and use, and if now constructed to reconstruct, maintain and use, poles, towers, attachments, wires, fiber optic cable, CATV and telephone lines and appliances over and along, and to acquire, construct, reconstruct, maintain and use, and if now constructed to reconstruct, maintain and use, conduits or subways, including necessary manholes and to run cables and wires in, under and along the streets, avenues, alleys, parks and other public places of the Town of Front Royal, Virginia for the purposes of transmitting and distributing electric current for light, heat and power, and for transmitting and distributing video or data for its own use, and to supply and sell electric current for light, heat and power to any point within or outside the corporate limits of the Town of Front Royal Virginia, as the same now exist, or may hereafter be extended or altered.

BE IT ORDAINED BY THE  
 COUNCIL OF THE  
 TOWN OF FRONT ROYAL, VIRGINIA

**Section 1.** That the right is hereby granted unto The Potomac Edison Company, d/b/a Allegheny Power, hereinafter referred to as the "grantee," its successors and assignees, for the term and subject to the conditions and limitations hereinafter stated, to occupy and use the streets, avenues, alleys, parks and other public places of the Town of Front Royal and to acquire, erect, construct, reconstruct, maintain and use, and if now constructed, to reconstruct, maintain and use, poles, towers, attachments, wires, fiber optic cable, CATV and telephone lines and appliances over and along, and to acquire, construct, reconstruct, maintain and use, and if now constructed to reconstruct, maintain and use, conduits or subways, including necessary manholes, and to run cables and wires in and under and along the streets, avenues, alleys, parks and other public places of the Town of Front Royal, for the purposes of transmitting and distributing electric current for light, heat and power, and transmitting and distributing video or

data for grantee's own use, and to supply and sell electric current for light, heat and power to any point within or outside the corporate limits of the Town of Front Royal as the same now exists or may hereafter be extended or altered.

**Section 2.** From and after the date on which this ordinance shall become effective, the poles, towers, attachments, wires, cable, conduits and other structures in, under and along the streets, avenues, alleys, parks and other public places of the Town of Front Royal authorized by this ordinance to be located and constructed, shall be located at reasonably suitable and convenient points, and a permit for the location of said poles, towers, attachments, wires, cable, conduits and other structures as shall from time to time, on application of the grantee, be issued by the Mayor or other proper administrative officer of the Town of Front Royal. When plans showing the location of such poles, towers, attachments, wires, cable, conduits or structures as aforesaid shall have been presented to the Town of Front Royal and permits issued for the same, said plans shall be effective and binding to the same extent as if they were set out fully and at length in this ordinance. However, the Town of Front Royal will not unreasonably refuse to give the grantee a permit for some reasonable and practical location for each pole, tower, attachment, wire, cable, conduit and other structure that is required in order that the grantee may meet and discharge its duties to the public as a public service corporation.

**Section 3.** In the location and erection of the poles, towers, attachments, wires, cable, conduits and other structures and fixtures and in stringing the wires as herein authorized grantee shall have the right to trim, cut and keep clear of its wires and fixtures the trees in and along the streets, avenues, alleys, parks and other public places of the Town of Front Royal, but shall not cut or otherwise injure the trees to any greater extent than is reasonably necessary in the construction, reconstruction, maintenance and operation of the poles, towers, attachments, wires, cable, conduits, fixtures and other structures of the grantee as herein authorized and provided.

**Section 4.** Wires and cables are to be used for transmitting, distributing and selling electric current and CATV, and video, data and telephone communications for grantee's own use under this franchise.

**Section 5.** In the event that grantee shall, in the construction or repair of its works under this franchise, injure any sewer, water or other pipe or works belonging to the town or other utility, it shall, upon notice thereof from the Mayor or other designated official, promptly repair the same at its own cost and expense. Any conduits, ducts, mains and pipes which shall be laid by the grantee, under this ordinance, shall be so laid as not to unnecessarily obstruct or interfere with public travel or do damage to public or private property.

**Section 6.** The grantee shall, when so requested by the Council of the Town of Front Royal, permit its poles, towers, conduits and other structures to be used without compensation (except for any applicable make-ready charges as determined by grantee) by Town of Front Royal, provided that such use by the Town of Front Royal shall not interfere with the proper use of the grantee's poles, towers, conduits, structures and fixtures by the grantee, and that the location and character of the wires and fixtures of the Town of Front Royal shall be subject to the approval of the grantee, and provided further that the Town of Front Royal shall, and it hereby agrees to, indemnify and save harmless the grantee from any and all loss, damage, cost or expense to, or

which may be incurred by grantee, to which it may be subjected by reason of or as a result of the use of the grantee's poles, towers, conduits, structures and fixtures by the Town of Front Royal pursuant to this section.

**Section 7.** The grantee agrees and binds itself by the acceptance of this ordinance, to indemnify, keep and hold the Town of Front Royal free and harmless from liability on account of injury or damage to persons or property growing out of the construction, reconstruction, improvement, maintenance, repair and operation of its lines or works; but nothing herein contained shall be construed to render grantee liable for the negligence of the Town of Front Royal, its agents or employees, or of any other person or corporation.

**Section 8.** The rights and privileges herein set forth are granted and conferred upon the grantee, upon the express condition and understanding on the part of the grantee, that it will render to the public in the Town of Front Royal within the territory served by the grantee, at all times during the term of this ordinance, an efficient light and power service at reasonable rates, and that it will maintain its properties, works and structures located within the Town of Front Royal in good order throughout the term of this grant, and the grantee by accepting this ordinance expressly agrees that the Virginia State Corporation Commission shall have jurisdiction, to the full extent and in the manner now or hereafter during the life of this ordinance provided by law, to require the grantee to render efficient service at reasonable rates, and to maintain its property in good order throughout the term of this grant, and to otherwise enforce the provisions of this section to the full extent provided by law.

**Section 9.** Any person who maliciously or wrongfully tampers or interferes with, cuts, injures or destroys any of the poles, towers, wires, fixtures, or any property of the grantee, constructed and maintained in accordance with the provisions of this ordinance, within the corporate limits of the Town of Front Royal shall, upon conviction, be punished and fined in full accordance with law.

**Section 10.** All the rights and privileges granted herein to grantee may be exercised by any successor or successors, assignee or assignees of the grantee, but the successor or successors, assignee or assignees shall be subject to all the provisions, obligations, stipulations and penalties as prescribed herein.

**Section 11.** The right of the Town of Front Royal to impose any lawful franchise, license, property or any other tax upon the property and franchise granted shall not be deemed to be in any manner waived or abridged.

**Section 12.** The rights and privileges granted herein shall continue for four (4) consecutive periods of five (5) years each. All the terms and conditions granted herein shall renew automatically upon the conclusion of each term, unless either party provides notice in writing one year prior to the expiration of the current term of the party's intent in good faith to conclude its obligations under this Agreement or its desire in good faith to re-negotiate the rights and privileges granted herein.

**Section 13.** In exchange for the rights granted herein, the grantee agrees to transfer the customers of Allegheny Power located on Kendrick Lane, Town of Front Royal, and the service facilities

exclusively used to serve those customers. The grantee also agrees to provide space, where available, on its poles for the Town of Front Royal to construct the necessary primary facilities to serve those customers. The grantee and the Town of Front Royal agree to petition jointly for the State Corporation Commission's approval of the transfer of these customers and facilities, as required by law. The grantee will bear the costs of the application for approval. Upon receipt of the Commission's approval, the grantee shall transfer the customers and the assets to the Town of Front Royal at such time that the Town of Front Royal is prepared to provide service to those customers.

**Section 14.** Upon the expiration of the term of this grant and upon the termination of the rights hereby granted, by surrender, forfeiture or otherwise, all of the facilities of the grantee in the streets, alleys or public places of the Town of Front Royal shall remain the property of the grantee and may be removed from the streets, alleys and public places of Town at the expense of the grantee within a reasonable time after the expiration or termination of the rights and privileges.

**Section 15.** This ordinance and the rights and privileges herein granted and conferred shall not become effective unless and until the grantee shall file with the Clerk of the Council of the Town of Front Royal its written acceptance thereof, in form satisfactory to the Town of Front Royal, and shall have entered into a bond, in the sum of \$100, with security satisfactory to the Council of the Town of Front Royal, conditioned to the effect that the grantee will construct and maintain or if constructed, maintain the property provided for and reasonably necessary for the exercise of the rights and privileges granted in and by this ordinance, and will maintain the same in good order throughout the term of this grant, and will comply in all respects with the terms, conditions and provisions of this ordinance.

**Section 16.** This ordinance shall be in force from its passage.

#### TELEPHONE COMPANY

Adopted (Central Telephone Company – Centel) 1-28-92

Renewed (Central Telephone Company - Centel) 6-27-05

### **180-184 TELEPHONE COMPANY FRANCHISE**

Be it enacted by the Town Council of the Town of Front Royal, Virginia that an Ordinance to grant a telephone company franchise in accordance with the provisions of Virginia Code Section 56-460 and Virginia Code Section 15.2-2100, as amended, is hereby adopted and enacted as follows:

#### **180-184.1 FRANCHISE GRANTED**

The Central Telephone Company of Virginia, hereinafter known as "Centel", its lessees, successors and assigns, for the term and subject to the conditions and limitations hereinafter stated, is hereby granted a franchise to occupy and to use the streets, roads, avenues, alleys, turnpikes, waterways, parks and other public places of the Town of Front Royal, Virginia, and to acquire, erect, reconstruct, maintain and use thereon telephone lines and equipment, including

poles, towers, wires, cable, conduit and any accessories used in connection with telephone lines and service, under, over and along the streets, avenues, roads, alleys, turnpikes, waterways, parks and other public places and upon and through the poles, towers, conduits and other facilities and structures used by the Town of Front Royal in its transmission and distribution of electrical service.

#### **180-184.2 PURPOSE OF THE FRANCHISE**

The purpose of the franchise is to permit Centel the right and privilege of erecting, maintaining and operating a telephone system to provide telecommunications services, including all necessary appurtenances, within the limits of the Town of Front Royal and to use the streets and public places of the Town of Front Royal and the property of the Town of Front Royal in its operations subject to the conditions and agreements as hereafter set forth.

#### **180-184.3 TERM OF FRANCHISE**

The term of the franchise shall be for a period of twenty (20) years from the effective date of this ordinance.

#### **180-184.4 POLES AND CONDUITS**

For the purpose of providing telephone service, Centel is authorized to erect and maintain telephone poles, towers, cables, wires, conduits and accessory structures and equipment upon, along, across, over and under the public streets, avenues, alleys, roads, parks, turnpikes, waterways and other places of the Town of Front Royal, but the Town reserves the right to refuse to permit the erection of poles and overhead cables on such streets and public ways as it deems necessary in accordance with the Town's plans for removal of poles and overhead lines from certain areas and for reasons of safety or for other legitimate reasons.

The location of such poles, towers, conduits and accessory equipment and structures shall be subject to the approval of the Town of Front Royal and shall be in accordance with the standards and requirements for location, construction and maintenance which are set forth by the Town Engineer.

#### **180-184.5 REPAIRS**

Centel shall promptly repair or replace any sidewalk, street or other property of the Town which may be damaged or displaced by Centel in the erection and operation and maintenance of its telephone system. Centel will exercise reasonable precautions to avoid damage to the facilities of the Town and to the facilities of any other use of the poles, towers, conduits and other property of the Town of Front Royal. In the event that Centel fails or refuses to repair any damage to the property of the Town of Front Royal upon ten (10) working or business days written notice to Centel, the Town may then undertake to repair or replace any damaged or displaced Town property, and the expense of such repairs or replacement shall be paid to the Town by Centel and may be recovered in any manner prescribed by law, including application of the performance bond imposed hereunder.

**180-184.6 INDEMNIFICATION**

To the extent permissible by Applicable Law, Centel agrees and bonds itself by the acceptance of this ordinance to indemnify, keep and hold the Town of Front Royal free and harmless from liability on account of injury to persons or property growing out of the negligence or willful misconduct of Centel, or its employees or agents in the construction, improvement, maintenance, repair and operation of its telephone lines, structures and equipment. Nothing herein, however, shall be construed to render Centel liable for the negligence or willful misconduct of the Town of Front Royal, its agents or employees or the negligence of other persons or entities other than those set forth herein.

To the extent permissible by Applicable Law, the Town agrees and bonds itself, by the passage of this ordinance, to indemnify, keep and hold Centel free and harmless from liability on account of injury to person or property growing out of the negligence or willful misconduct of the Town, or its employees or agents in the construction, improvement, maintenance, repair and operation of its electric utility lines, structures and equipment. Nothing herein, however, shall be construed to render the Town liable for the negligence or willful misconduct of Centel, its agents or employees or the negligence of other persons or entities other than those set forth herein.

**180-184.7 MAINTENANCE**

The rights and privileges set forth herein are granted to Centel upon the expressed condition and understanding that Centel will maintain its properties, works and structures located within the Town of Front Royal in good and safe repair and order at all times during the term of this franchise agreement.

**180-184.8 INSPECTIONS**

The Town of Front Royal and its employees or agents shall have the right at any time to make inspections, upon reasonable notice, of Centel's telephone system or any part thereof.

**180-184.9 ANNUAL PAYMENT**

Annual pole rental payments will be disbursed by the parties in accordance with the terms and conditions of the separate Pole Attachment Agreement entered by the Town and Sprint.

**180-184.10 (RESERVED)**

(Ord. No. 9-05 Repealed *"Telephone Lines Supplied to the Town"* 6-27-05-Effective Upon Passage)

**180-184.11 PERFORMANCE BOND**

Centel, as a condition of franchise approval, shall execute a bond in the amount of \$1,000.00 with security acceptable to the Town of Front Royal to ensure Centel's satisfactory performance of its obligations under this franchise.

**180-184.12 EMERGENCIES**

Town may remove any part of the system in the case of fire, disaster or other emergencies threatening life or property, as determined by Town. In such event, neither Town nor any agent, contractor or employee thereof, shall be liable to Centel or its customers or third parties for any damages caused them or the system, such as for, or in connection with, protecting, breaking through, moving, removal, altering, tearing down or relocating any part of the system.

(Ord. No. 9-05 Added 6-27-05-Effective Upon Passage)

**180-184.13 NEW DEVELOPMENTS**

Centel will use commercially reasonable efforts to install facilities underground in new subdivisions in accordance with Town Code Section 148-37 to the extent such code is consistent with Applicable Law. "Applicable Law", as used in this ordinance, shall mean all applicable laws, tariffs, government regulations and orders, including, but not limited to, the regulations and orders of the Federal Communications Commission and the Virginia State Corporation Commission.

(Ord. No. 9-05 Added 6-27-05-Effective Upon Passage)

**180-184.14 TEMPORARY RELOCATION**

Upon fifteen (15) business days notice Centel shall temporarily raise or lower its wires or other equipment upon the request of any person including without limitation, a person holding a building moving permit issued by Town. Centel may charge a reasonable rate for this service not to exceed its actual direct costs.

(Ord. No. 9-05 Added 6-27-05-Effective Upon Passage)

**180-184.15 VACATION OF STREET**

If a street or public way where Centel has facilities is vacated, eliminated, discontinued or closed, Centel shall be notified of same and all rights of Centel under this Franchise Ordinance to use same shall terminate and Centel shall immediately remove its system from such street or public way unless Centel obtains all necessary easements from the affected property owners to use the former street or public way or a court order the provision of such easements. Where reasonably possible and to the extent consistent with the treatment of other utility facilities in the former street or public way, Town shall reserve easements for Centel to continue to use the former street or public way. Centel shall bear the cost of any removal or relocation of its system unless the vacation is primarily for the benefit of a private party, in which case the private party shall bear such costs. Centel shall be provided thirty (30) days notice of any proposed vacation proceedings involving its facilities.

(Ord. No. 9-05 Added 6-27-05-Effective Upon Passage)

**180-184.16 UNDERGROUND STREET CROSSING**

Whenever Centel must place its system or other facilities beneath the traveled or paved portion of the streets or public way, unless otherwise approved in advance by Town, Centel shall do so by boring and not by excavation of a trench in which to place cable conduit. Boring shall be done wherever possible, so that the excavations necessary for it are not in the paved portion of the right-of-way.

(Ord. No. 9-05 Added 6-27-05-Effective Upon Passage)

**180-184.17 TREE TRIMMING**

Centel may trim trees upon and overhanging the public ways pursuant to Town Code. Centel shall notify all adjacent property owners at least two (2) days in advance of its tree trimming; provided, however, in the event that the Town Manager has determined the existence of an emergency situation, such requirement of notice may be waived by the Town Manager.

(Ord. No. 9-05 Added 6-27-05-Effective Upon Passage)

**180-184.18 CUSTOMER SERVICE STANDARDS**

Subject to Applicable Law. Centel shall comply with all applicable Customer Service standards as established and made applicable to Centel by the Virginia State Corporation Commission.

(Ord. No. 9-05 Added 6-27-05-Effective Upon Passage)

**180-184.19 GOVERNING LAW**

In any controversy or dispute concerning the terms of the franchise, the laws of the Commonwealth of Virginia shall apply.

**180-184.20 SEVERABILITY**

In the event that any section, subsection, sentence, clause, phrase or a portion of the Franchise Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and will be severed from all other portions without affecting the validity of the remainder.

**180-184.21 COMPLIANCE WITH LAWS**

The validity of this ordinance, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Franchisee, shall be governed by Applicable Law.

**180-184.22 SUCCESSORS OR ASSIGNEES**

All the rights and privileges hereby granted to Centel may be exercised by an successor or assignees of Centel, but said successor or assignee shall be subject to the provisions, obligations,

stipulations and requirements hereby prescribed. The Town reserves the right to increase the required performance bond imposed hereunder for any successor or assignee.

### **180-184.23 FRANCHISE RIGHTS**

The Town of Front Royal grants to Centel a franchise for local exchange telephone service, telecommunications service and related activities, and for no other purpose.

(Ord. No. 9-05 Removed *"Equal Opportunity Required"* Section 6-27-05-Effective Upon Passage)

### **PUBLIC PASSENGER BUS SERVICE**

(Adopted 6-28-04-Effective 7-1-04)

(Renewed/Amended Name 8-24-09-Effective 10-1-09 ; Renewed 9-22-14-Effective 10-1-14)

### **180-185.1 FRANCHISE GRANTED**

The Virginia Regional Transit, hereinafter known as "VRT", its lessees, successors and assigns, for the term and subject to the conditions and limitations hereinafter stated, is hereby granted a Franchise to occupy and use the streets, roads, avenues, alleys and other public places of the Town of Front Royal, Virginia, and to designate, maintain and use adjacent sidewalks for the operation of public passenger bus transportation services to the people of Front Royal utilizing the FTA 5311 Rural Transit Program (Section 5311 of the Federal Surface Transportation Efficiency Act).

### **180-185.2 PURPOSE OF THE FRANCHISE**

The purpose of the Franchise is to permit VRT the right and privilege of operating a public passenger bus transportation service consisting of one or more passenger buses or mini-buses, wheelchair lift equipped and ADA compliant, driven by VRT-employed drivers with commercial driver's licenses, within the Town of Front Royal, and such portions of Warren County as the Town, the County, and VRT shall mutually agree, subject to the conditions and agreements as hereafter set forth.

### **180-185.3 TERM OF FRANCHISE**

The term of the Franchise shall be for a period of five (5) years and three (3) months from the effective date of this Ordinance.

### **180-185.4 BUSES**

For the purpose of providing public passenger bus service, VRT is authorized to operate buses capable of seating a minimum of thirteen (13) and a maximum of thirty-five (35) passengers along one or more routes to be determined by the Town following route surveys made by VRT. The buses shall be equipped with wheelchair lifts and shall be compliant with the Americans with Disabilities Act. The buses may bear such decorations, logos or insignias as shall be prescribed by Town Council. VRT shall perform such routine and appropriate maintenance of its bus(es) as shall be necessary to ensure uninterrupted, safe and effective service of this Franchise.

VRT shall further employ drivers who have been appropriately trained and licensed for the operation of public passenger-buses, who have been familiar with the Town of Front Royal and the route(s) established therein, who have been submitted to a criminal background investigation, initial drug screening, and who are subject to periodic random drug testing pursuant to Federal regulations.

(Amended by adding "FRAT" reference-Effective 10-1-09)  
(Ord. No. 10-10 Removed Reference to "FRAT" 11-22-10-Effective Upon Passage)

#### **180-185.5 REPAIRS**

VRT shall promptly repair or replace any sidewalk, street, or other property of the Town which may be damaged or displaced by VRT in the operation of its public bus system. In the event that VRT fails or refuses to repair any damage to the property of the Town of Front Royal upon ten (10) days written notice to VRT, the Town may then undertake to repair or replace any damaged or displaced Town property, and the expense of such repairs or replacement shall be paid to the Town by VRT, and may be recovered in any manner prescribed by law, including application of the performance bond imposed hereunder.

#### **180-185.6 INDEMNIFICATION**

VRT agrees and bonds itself, by the acceptance of this Ordinance, to indemnify, keep and hold the Town of Front Royal free and harmless from liability on account of injury to persons or property growing out of the negligence of VRT, or its employees, or agents in the operation of its public bus service. Nothing herein, however, shall be construed to render VRT liable for the negligence of the Town of Front Royal, its agents or employees, or the negligence of other persons or entities.

#### **180-185.7 MAINTENANCE**

The rights and privileges set forth herein are granted to VRT upon the expressed condition and understanding that VRT will maintain its vehicles located within the Town of Front Royal in good and safe repair and order at all times during the terms of this Franchise Agreement.

#### **180-185.8 INSPECTIONS**

The Town of Front Royal, its employees or agents, shall have the right at any time to make inspections, upon reasonable notice, of VRT's buses or any part thereof.

#### **180-185.9 ANNUAL PAYMENT AND OPERATION**

VRT's operation under this Franchise Agreement shall be subject to an annual payment to the Town of Front Royal of ONE DOLLAR (\$1.00). The cost of operation of the Franchise shall be borne as follows:

A. Beginning on or about (October 1, 2014 and ending September 30, 2019), sixty-eight percent (68%) of the hourly costs of the operation, as invoiced from VRT to the Town, shall be paid to

VRT by Federal and State contributions under the FTA 5311 Program. Thirty-two percent (32%) of the hourly costs shall be paid to the VRT by the Town of Front Royal from such general funds as may be required to total the thirty-two percent (32%) local match.

**(Amended Beginning/Ending Dates 9-22-14-Effective 10-1-14)**

B. VRT shall purchase one or more buses for the operation of the Franchise. VRT shall bear eighty-five percent (85%) of the cost to purchase, equip and decorate the bus(es) and the Town shall contribute to VRT fifteen percent (15%) of the cost.

C. VRT shall replace its bus(es) used under this Franchise upon the later of three (3) years of service or 150,000 miles traveled. Each party shall bear the same proportion of the cost of replacement as is prescribed for the initial bus purchase in Subsection (B) above.

D. In the event that VRT fails to receive funds for the cost operation of the Franchise in accordance with the payment schedule set forth above, and then VRT shall have the right to terminate the operation of the Franchise upon thirty (30) days prior written notice to the Town.

**(Amended 8-24-09 Entire Section-Effective 10-1-09)**

#### **180-185.10 PASSENGER FARES**

VRT drivers shall collect from each passenger a fare to be set and determined by the Town Council by resolution. In setting fares, the Town Council may establish separate rates for adults, senior citizens, persons with physical disabilities, students and children. Town Council may provide for the advance purchase of tickets or tokens to be used for the payment of fares by passengers.

#### **180-185.11 SCHEDULES**

VRT's bus(es) shall operate on such schedules(s) as shall be established and adopted by the Town Manager or his designee, pursuant to route surveys completed by VRT or by demand or both.

#### **180-185.12 ROUTES AND STOPS**

VRT's bus(es) shall operate on such route(s) and regularly make such scheduled stops at locations established by the Town Manager or his designee, pursuant to route surveys completed by VRT or by demand or both. VRT shall be responsible for the marking of regular bus stops by appropriate signage containing route name or number and schedule for stop, as shall be appropriate.

#### **180-185.13 COMPLIANCE WITH LAWS**

VRT and its drivers shall comply with all state and local traffic, registration, licensing and inspection laws, including, but not limited to, Sections 46.2-107, 46.2-694 and 46.2-695 of the Code of Virginia (1950), as amended.

**180-185.14 INSURANCE**

VRT, as a condition of Franchise approval, shall obtain and maintain throughout the term of the Franchise a General Liability insurance policy in the amount of not less than TEN MILLION DOLLARS (\$10,000,000.00) from an insurance provider approved to do business within the Commonwealth of Virginia, and shall name the Town of Front Royal as an additional insured party.

**180-185.15 BOND**

VRT, as a condition of Franchise approval, shall execute a bond in the amount of ONE THOUSAND DOLLARS (\$1,000.00) with security acceptable to the Town of Front Royal to ensure VRT's satisfactory performance of its obligation under this Franchise.

**180-185.16 GOVERNING LAW**

In any controversy or dispute concerning the terms of the Franchise, the laws of the State of Virginia shall apply.

**180-185.17 SEVERABILITY**

In the event that any section, subsection, sentence, clause, phrase or a portion of the Franchise Ordinance is for any reasons held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and will be severed from all other portions without affecting the validity of the remainder.

**180-185.18 EQUAL OPPORTUNITY REQUIRED**

VRT shall not refuse to hire, or employ, nor bar, nor discharge from employment, nor discriminate against any person, because of sex, race, creed, religion, age or national origin.

**180-185.19 SUCCESSORS OR ASSIGNEES**

The rights, privileges and obligations hereby granted to VRT may not be assigned without express written consent of the Town Council.

All rights and privileges hereby granted to VRT may be exercised by any successor or assignee of VRT, but said successor or assignee shall be subject to the provisions, obligations, stipulations and requirements hereby prescribed. The Town reserves the right to increase the required performance bond imposed hereunder for any successor or assignee.

**180-185.20 FRANCHISE RIGHTS**

The Town of Front Royal grants to VRT an exclusive Franchise for the operation of a public passenger bus service and for no other purpose.

**180-185.21 REMEDIES**

A. The sole remedy for any violation of this Franchise shall be limited to the following. Upon the occurrence of any uncured default in the obligations of the Franchise, Town shall have the right:

1. To compel the Franchisee by mandamus or injunction to cure and correct any violation or default of the terms and obligations of the Franchise;
2. To suspend or revoke the Franchise. Upon such revocation, the Franchise shall be automatically deemed null and void and have no force or effect, and Franchisee shall remove its equipment from Town as and when requested by Town.

B. In the event that the Town believes that grounds for suspension or revocation exist or have existed the Town may notify the Franchisee in writing set forth the nature and facts of such non-compliance. If within thirty (30) days following such written notification that the Franchisee has not furnished reasonably satisfactory evidence that corrective action has been taken or is being actively and expeditiously pursued, or that the alleged violations did not occur, or that the alleged violations were beyond the Franchisee's control, the Town shall publish a notice setting forth the time, place, and general purpose of a public hearing to consider suspension or revocation of the Franchise notice of such hearing at least ten (10) days prior to such public hearing. The Franchisee and any interested person shall be entitled to be heard at such hearing. Upon a finding by the Town Council of uncorrected defaults in the terms and obligations under this Franchise, the Council shall have the option to suspend or revoke the Franchise.