

The regular meeting of the Town Council of the Town of Front Royal, Virginia was held on Monday, January 12, 2009, in the Warren County Government Center's Board Meeting Room. Mayor Tewalt led Council and those attending in the Pledge of Allegiance to the flag and a Moment of Silence. The roll was called at 7:00 p.m.

**PRESENT:** Mayor Eugene R. Tewalt  
Councilman Thomas H. Sayre  
Councilman Carson C. Lauder, Jr.  
Councilman Chris W. Holloway  
Councilman N. Shae Parker  
Town Manager J. Michael Graham  
Town Attorney Thomas R. Robinett  
Clerk of Council Jennifer E. Berry

**ABSENT:** Vice Mayor Bret W. Hrbek  
Councilman Thomas E. Conkey

(The above listed members represent the full body of Council as authorized in the Town Charter.)

*Councilman Sayre moved that Council approve the Regular Council Meeting minutes of December 15, 2008 and the Special Council Meeting minutes of January 5, 2009.*

Vote: Yes – Holloway, Lauder, Parker and Sayre  
No – N/A  
Abstain – N/A  
Absent – Conkey and Hrbek  
(Mayor Tewalt did not vote as there was no tie to require his vote)

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**REPORT OF THE MAYOR, COUNCIL & STAFF**

Councilman Sayre read the following into the record from his church bulletin:

We are facing the most serious threat to pro-life policies ever – the “Freedom of Choice Act”, or FOCA. This bill would create a right to abortion the government could not limit and bring about a national abortion policy far worse than the U.S. Supreme Court’s *Roe v. Wade* decision. For the first time, abortion would become an *entitlement* the government must fund and promote. Citizens would lose the freedom they now have to enact even modest regulation of the abortion industry. FOCA would:

- Eliminate regulations that would protect women from unsafe clinics and unscrupulous abortionists;
- Force American taxpayers to fund abortions;
- Force every State to allow partial-birth abortions – its sponsors have said a primary purpose of the bill is to ensure that killing partially born children will again be permitted nationwide;

- Run roughshod over the conscience rights of physicians, nurses and hospitals that oppose abortion on religious, moral or ethical grounds; and
- Strip parents of their right and responsibility to be involved in their minor daughter's abortion decision.

Councilman Sayre explained that FOCA was going before Congress soon. He requested that citizens contact their congressmen to ask that they oppose the bill.

Councilman Parker noted that he attended the Virginia Municipal League's (VML) Conference for Newly Elected Municipal Officials in Richmond recently. He stated that the classes were insightful and informative.

Councilman Sayre stated that the Town had been sued by three area restaurants in the 522 Corridor. He explained that the lodging taxes were not being disputed, just the meals taxes.

Mayor Tewalt asked the Clerk to read the correspondence he received into the record. Mrs. Berry noted that the first letter was from Councilman Conkey, which stated:

Dear Mr. Mayor:

I regret that I will be unable to attend the Council Meeting on Monday 12 January 2009, but I would like you to enter this letter into the public record on my behalf.

Councilman Lauder has drafted a letter to the Board of Supervisors of Warren County asking them to stand tall and firm with the Town of Front Royal as we enter into litigation with several of the restaurants in the corridor. I support his letter completely. The corridor agreement has been good for everyone involved. It provides revenue to the County that is supporting our schools. It also provides revenue to the Town which has been used to maintain the infrastructure and to protect the tax rate the town residents have to pay.

Let us not forget that it also has been a boon to the businesses who have located in the corridor. No where else between here and Haymarket is such a large tract of land available with easy access to Interstate 66 that also provides public water and sewer. Without the Town's water and sewer service, this property could not have been developed. In reality, the location of this property could not possibly be better. It is six miles or so from Interstate 81 and it is directly adjacent to an existing exit off of a major interstate leaving or going into the Washington, D.C. Metropolitan area and points north, south, and east . . . one of the nation's most important and prosperous areas.

Make no mistake . . . even though certain people within the community are trying to get us to relent and to rescind the fees the town is charging the restaurants, those fees are fair. The restaurants that located in this area knew

full well what they were doing when they signed our contracts and knew full well how much money they would make even with the fees the town is charging. Furthermore, they know full well that if they can reduce the fees that reduction will go directly to their profit line. The people of the community need to know that if we do relent and do rescind even a part of those fees, the citizens will have to make up whatever we are unable to collect from the businesses either through reduced services or through increased taxes.

The citizens of the Town of Front Royal paid for the water and sewer that enable the businesses to thrive and the County to prosper. We all need to stand firm and tall and require the businesses to live up to the contracts they signed.

Thomas E. Conkey, Councilman

Mrs. Berry stated that the second letter was from Vice Mayor Hrbek to Councilman Lauder, and stated:

Unfortunately, as you know, I will not be at tonight's meeting. I wanted you to know that I fully support your request that the County send a letter to Cracker Barrel's attorney Sandy Rowe indicating their support of their constituents who live within the Town.

We cannot allow big, out of town businesses get a free ride at the expense of our local in-town businesses. The Town and County must protect the investment made by the citizens of Warren County who live within the Town of Front Royal. You may use this letter as you see fit to continue to move the issue forward.

Sincerely, Vice Mayor Bret W. Hrbek

Town Manager Graham stated that questions arose regarding emergency back-up plans the Town may have in place relating to the inauguration. He explained that the Interim Chief was working with the County to formalize such plans.

Mr. Graham noted that the Town was in full swing with the Royal Village Project. He asked the citizenry to have patience as the project moved forward.

Mr. Graham stated that many water main breaks had occurred through Town and the crews were aggressive in their response to those issues.

Town Attorney Thomas Robinett asked Council to consider adding the Applebee's lawsuit to the agenda for discussion in Closed Meeting. He added that he had distributed copies of the suit to all members of Council.

Mayor Tewalt asked if there were any proposals for additions or deletion to the agenda.

*Councilman Parker moved to add a Closed Meeting regarding the Applebee's lawsuit to the agenda.*

Vote: Yes – Holloway, Lauder, Parker and Sayre  
No – N/A  
Abstain – N/A  
Absent – Conkey and Hrbek  
(Mayor Tewalt did not vote as there was no tie to require his vote)

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**CONSENT AGENDA:**

- A) COUNCIL APPROVAL – Proclamation – Virginia Wine & Craft Festival
- B) COUNCIL APPROVAL – Bid – 2009 Fuels and Oils

*Councilman Sayre moved to approve the Consent Agenda as presented.*

Vote: Yes – Holloway, Lauder, Parker and Sayre  
No – N/A  
Abstain – N/A  
Absent – Conkey and Hrbek  
(Mayor Tewalt did not vote as there was no tie to require his vote)

**❧ PROCLAMATION – Virginia Wine & Craft Festival ❧**

**WHEREAS**, the Front Royal-Warren County Chamber of Commerce is an integral part of the positive image we seek to project concerning the Town of Front Royal; and

**WHEREAS**, the Front Royal-Warren County Chamber of Commerce is sponsoring the 23<sup>rd</sup> Annual Virginia Wine & Craft Festival on May 16, 2009; and

**WHEREAS**, the Wine & Craft Festival is a way of demonstrating collectively all the positive features of the Town of Front Royal; and

**WHEREAS**, there will be displays, performances, and crafts on the streets of our Town;

**NOW, THEREFORE**, the Mayor and Town Council of the Town of Front Royal, hereby proclaim Saturday, May 16, 2009 as:

**VIRGINIA WINE AND CRAFT  
FESTIVAL DAY**

and to preserve the safety of the public, proclaim that all sidewalks in downtown Front Royal remain clear to pedestrian traffic.

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**COUNCIL APPROVAL – An Ordinance to Grant to the Potomac Edison Company, d/b/a Allegheny Power, the right to Occupy and Use the Streets of the Town, to Erect Wires for the Purpose of Transmitting and Distributing Electric Current. (2<sup>nd</sup> Reading)**

*Councilman Parker moved that Council adopt on its second and final reading an Ordinance to grant to the Potomac Edison Company, d/b/a Allegheny Power, and its successors and assigns, the right to occupy and use the streets, avenues, etc., of the Town of Front Royal, Virginia, for the term and upon the conditions therein stated to erect, construct, maintain, etc., wires, cables, etc., for the purpose, among other things, of transmitting and distributing electric current.*

Vote: Yes – Holloway, Lauder, Parker and Sayre

No – N/A

Abstain – N/A

Absent – Conkey and Hrbek

(Mayor Tewalt did not vote as there was no tie to require his vote)

**ORDINANCE – ALLEGHENY POWER RIGHT TO ERECT WIRES**

**An Ordinance to Grant to the Potomac Edison Company, d/b/a Allegheny Power, the right to Occupy and Use the Streets of the Town, to Erect Wires for the Purpose of Transmitting and Distributing Electric Current**

An Ordinance to grant to The Potomac Edison Company, d/b/a Allegheny Power, and its successors or assigns, 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**

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 assigns, 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

This ordinance shall be in force from its passage.

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**COUNCIL APPROVAL – Send Letter to the Warren County Board of Supervisors Requesting A Letter of Support and Resolution to be sent to the Attorney for Cracker Barrel et al, regarding the Route 522 Agreement**

*Councilman Sayre moved that Council send a letter to the Warren County Board of Supervisors authorizing the County Attorney to send a copy of the Warren County's June 3, 2008 Resolution with a strong letter of support indicating unity with the Town of Front Royal in supporting the Route 340-522 Corridor Agreement in whole to Sandy Rowe, Attorney for Cracker Barrel et al.*

Councilman Sayre read the communiqué from Councilman Lauder into the record, which stated:

It's time for the County to stand shoulder to shoulder with the Town to preserve the integrity of Route 340/522 Corridor Agreement. The supervisors must go a step beyond their June 3<sup>rd</sup> resolution to solidify the County-Town position. I believe that the Route 340/522 Corridor Issue can be resolved with stronger action by the Warren County Board of Supervisors.

The intention of the Route 340/522 Corridor Agreement, worked out by our late Delegate Andy Guest and determined by a three-judge panel and public hearings, allowed both the Town and County to benefit from an influx of new businesses. The alternative to this agreement was annexation of the Route 340/522 Corridor by the Town.

Since the Route 340/522 Corridor Agreement was signed nine years ago, the monies generated have supported schools and infrastructure. In addition to new businesses providing jobs, the Agreement also made it possible for our citizens to have convenient shopping and dining choices, saving on time and gas. This complex of restaurants and stores also helps support our local tourism industry by providing services right off the interstate.

Cracker Barrel and all current commercial businesses signed an agreement spelling out the costs to acquire water/sewer services including the in-lieu-of tax and license fees from the Town in advance of construction or investment in the Route 340/522 Corridor. Cracker Barrel and other restaurants threatening to sue the Town regarding the legal agreement they signed are in effect attempting to drive a wedge in the original County-Town agreement. If this agreement is fractured both Warren County and Town of Front Royal citizens will lose as we will all experience higher taxes.

I am asking the Warren County Board of Supervisors to immediately authorize Blair Mitchell, their attorney, to send a copy of their June 3<sup>rd</sup> resolution with a strong letter of support indicating their unity with the Town in supporting the Route 340/522 Corridor Agreement in whole to Sandy Rowe, Attorney for Cracker Barrel et al.

Vote: Yes – Holloway, Lauder, Parker and Sayre

No – N/A  
Abstain – N/A  
Absent – Conkey and Hrbek  
(Mayor Tewalt did not vote as there was no tie to require his vote)

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**COUNCIL APPROVAL – Final Liaison Committee Meeting Agenda**

*Councilman Parker moved that Council approve the Liaison Committee Meeting Agenda, without the County's vehicle washing item.*

Mr. Graham noted that earlier that afternoon the County requested that their item pertaining to the vehicle washing be removed. Some discussion ensued as to the items on the proposed agenda.

*Councilman Holloway moved to remove the County's item relating to the reimbursement of prisoner costs.*

Councilman Parker noted that he would not be opposed to any item being placed on the agenda, as the meetings were for discussion purposes only.

Mr. Graham suggested removing the discussion regarding the Reciprocal Zoning Agreement.

Vote: Yes – Holloway, Lauder and Sayre  
No – Parker  
Abstain – N/A  
Absent – Conkey and Hrbek  
(Mayor Tewalt did not vote as there was no tie to require his vote)

Mrs. Berry was asked to read the items on the amended agenda:

1. On the first regular meeting of each month of the Town Council and Board of Supervisors, the County Administrator shall give a brief oral report of the County to the Town Council and the Town Manager shall give a brief oral report of the Town to the Board of Supervisors
2. Rotation of Meetings on a 6-Month Basis
3. Reciprocal Zoning Agreement
6. Discussion of Terms of the Liaison Committee Policies (Terms of Appointment and Placing Items on the Agenda)
7. EDA Resolution – Appointments and Funding

Vote: Yes – N/A  
No – Holloway, Lauder, Parker and Sayre  
Abstain – N/A

Absent – Conkey and Hrbek  
(Mayor Tewalt did not vote as there was no tie to require his vote)  
(By Roll Call, on the Agenda as Amended)

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*Councilman Sayre moved to approve the agenda for the Liaison Committee Meeting with items #1, 2, 6, and 7.*

Vote: Yes – Holloway, Lauder, Parker and Sayre  
No – N/A  
Abstain – N/A  
Absent – Conkey and Hrbek  
(Mayor Tewalt did not vote as there was no tie to require his vote)  
(By Roll Call, on the Amended Agenda with items 1, 2, 6 and 7)

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**COUNCIL APPROVAL – Resolution Requesting Time Extension for Compliance with the Chesapeake Bay Watershed Nutrient Reduction Legislation**

*Councilman Sayre moved that Council approve a Resolution Requesting a Time Extension for Compliance with the Chesapeake Bay Watershed Nutrient Reduction Legislation.*

Mayor Tewalt stated that he met with Delegate Athey recently, who had explained that there was a bill in process and he would like the Town’s resolution sent to him as soon as possible for the current General Assembly session.

Councilman Parker clarified that Councilman Conkey and Vice Mayor Hrbek were aware of the resolution item on the agenda. Mayor Tewalt noted that they were.

Vote: Yes – Holloway, Lauder, Parker and Sayre  
No – N/A  
Abstain – N/A  
Absent – Conkey and Hrbek  
(Mayor Tewalt did not vote as there was no tie to require his vote)

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**RECEIPT OF PETITIONS OR CORRESPONDENCE FROM THE PUBLIC**

Richard W. Hoover read the following statement into the record:

I’m a South River District resident with emotional attachments to the Town of Front Royal, and oppose Mr. Tederick’s and Delegate Athey’s efforts to weaken the Route 522 Agreement; specifically, their fiddling with the Town’s prerogatives to determine fees and rates which ensure that businesses in the corridor are treated as if they were located within the Town limits.

In place for ten years, these provisions have been blessed (a) by the Council of Regional Governments, (b) by a 3-judge panel of the State Supreme Court,

and are, thanks to the late Andy Guest, (c) in perfect synch with the Code of Virginia.

So, we are in the odd position of defending our government against two gentlemen who crafted the 522 agreement and swore by it. The situation becomes more bizarre. Reading the papers I see that Mr. Tederick and his friends have wildly sought to discredit the Mayor, the Town Attorney, the Town Manager, and the Town Staff. They have pointed to more dark plots and conspiracies than did Robespierre and all the French Revolutionaries put together! Councilman Hrbek summed it up pretty well when speaking of Mr. Tederick, and I quote:

“I felt like all he was doing was throwing up as much mud as he could at the Council and hoping that something was going to stick. He talked about every single possible controversial item we’ve talked about over the past six months. I don’t believe the Council or the Town of Front Royal has done anything wrong.”

Why have Mr. Tederick and his friends turned against the implementation of provisions that have worked well for ten years? Why would they refuse to hold commercial enterprises accountable, even though the contracts these enterprises signed with the Town are in plain English? Why would they weaken the effectiveness of this agreement, whose goals were to “provide employment, strengthen the tax base and provide funding for a better school system?” Even in government speak, these are sacred words.

According to Mr. Tederick, the members of his organization, the supposedly grass roots-driven, “Save our Shopping Centers,” choose to remain anonymous because of their “positions in the community”, or their fear of “retribution”. That’s nonsense; whatever Warren County’s reputation it’s never been for pusillanimity. Besides, what’s the point of hiding, anyway, when Mr. Athey assures us that the “overwhelming majority” of the community supports Mr. Tederick on these issues?

Here’s an observation on today’s evolving values: We know of people who have pledged their lives, fortunes and sacred honor for Country, family and faith. Now, in Front Royal, the intensity of this campaign suggests that it’s worth falling on our swords for “shopping”. I believe Mr. Tederick has just broken new cultural ground.

The Town’s loss of control to these narrow constituencies would threaten the future revenue streams of both Town and County, and threaten the Town’s ability to get a return on its past and future infrastructure investments. Also threatened: in-Town businesses, since the playing field would tilt decisively in favor of those in the corridor.

Whatever happened to supervisor Tederick who, August 6, 1997, asserted that the purpose of joint Town Council-Board hearings would be to “level the

playing field” for in-Town and out-of-Town businesses? Today, he scoffs at that requirement. What happened to the old Tederick who, as I see from transcripts of ten years ago, voted against every obstacle placed in the way of this agreement and, on January 20, 1998, moved its approval?

What happened to Town Councilman Athey, who moved, January 26, same year, that the Council approve agreements on the provision of corridor sewer and water service by the Town, and who fought off motions to amend and postpone them?

What’s changed in the public domain to cause both of these turn-arounds? What’s new that justifies this Town Council acting to bolster corporate profits of, say, a \$1.6 billion organization like Cracker Barrel, by shifting the burden on the backs of this Town’s hard-working taxpayers? Nothing is new. Rather, this is all about power: the recent fuss, all the pious pronouncements against the Town and its officers and Staff, all the pious pronouncements on what is good for the community, do not come from high principals, although they are dressed up that way; rather, they come because Mr. Athey’s clients, the shopping center owners and builders, are unhappy and want to control implementation of the people’s agreement that regulates them, want to call the shots in Front Royal.

Ollie Sessions, of 123 West 5<sup>th</sup> Street, thanked Mr. Hoover for his public comments.

**CLOSED MEETING** – 1) Consultation with Legal Counsel

*Councilman Sayre moved that Council convene in a Closed Meeting to discuss pending litigation with the Town Attorney, specifically Applebee’s et als v. Town of Front Royal pursuant to Section 22.2-3711(A)(7) of the Code of Virginia, 1950, as amended.*

Vote: Yes – Holloway, Lauder, Parker and Sayre  
No – N/A  
Abstain – N/A  
Absent – Conkey and Hrbek  
(Mayor Tewalt did not vote as there was no tie to require his vote)

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*Councilman Sayre moved that Council certify that, to the best of each Council member’s knowledge as recognized by each Council member’s affirmative vote, that only public business matters as were identified in the motion by which the preceding closed session was convened; were heard, discussed or considered during the closed session of the Council; and, that the vote of each individual member be taken by roll call and recorded and included in the minutes of this meeting.*

Vote: Yes – Holloway, Lauder, Parker, Sayre and Tewalt  
No – N/A  
Abstain – N/A  
Absent – Conkey and Hrbek

(By Roll Call)

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There being no further business, the Mayor declared the meeting adjourned at 8:37 p.m.

APPROVED:

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Jennifer E. Berry  
Clerk of Council