



TOWN COUNCIL REGULAR WORK SESSION
MONDAY, MARCH 10, 2025 @ 7:00PM
Town Hall Conference Room

View meeting online LIVE at <https://www.frontroyalva.com/673/Town-Hall-Live>

1. Roll Call
2. Presentation by VDOT: Analysis of Royal Lane and John Marshall Highway Requested for Continued Discussion of a Request for a Special Use Permit for Multi-Family Apartments and an Office Building off Royal Lane from Pennoni Associates – *Lauren Kopishke*
3. Virtual Presentation by Stantec Consulting for a Cost-of-Service Study for Water and Sewer – *BJ Wilson*
4. NEW BUSINESS –
 - A. Bid for Waterline Upgrades on N. Royal Avenue, W 12th Street, and Cherry Street – *Michelle Campbell*
 - B. Transfer of Retired Bucket Truck to Warren County Public Schools – *BJ Wilson*
 - C. First Amendment to Pole Attachment Agreement to Extend for a Period of Fifteen (15) Years a Mutual Agreement for the Attachment of Facilities to Town and to Brightspeed Owned Utility Poles– *George Sonnett*
5. OLD BUSINESS
 - A. Lease Agreement for the Lease of Town-Owned Property Located in the Peyton Street Parking Area– *G Sonnett*
6. CLOSED MEETING
7. ADJOURN



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: March 10, 2025

Item# 02

Agenda Item: Presentation by VDOT: Analysis of Royal Lane and John Marshall Highway Requested for Continued Discussion of a Request for a Special Use Permit for Multi-Family Apartments and an Office Building off Royal Lane from Pennoni Associates

Summary: During the Planning Commission Public hearing for the SUP, the public spoke about the viability of the intersection to handle additional traffic generated by the proposed use. Staff asked for additional time to get VDOT to review the intersection, and VDOT has determined 3 different scenarios that could improve the intersection. Staff and VDOT will take Council through these findings.

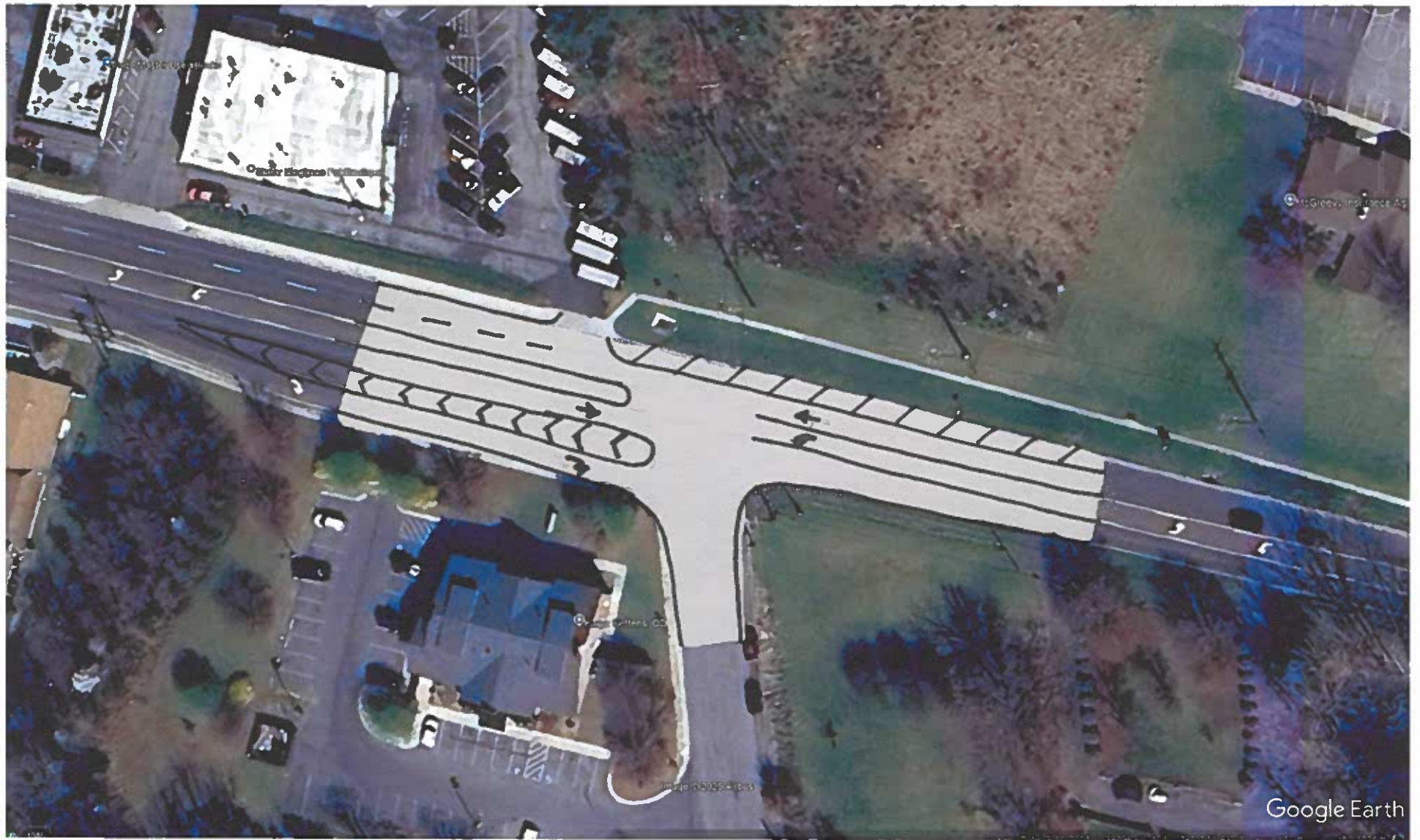
Key Points:

- The applicant submitted a traffic impact analysis that was 10 years old, while TIA's are not required for an SUP application, its expected that there should be changes to the traffic counts
- Per VDOT, AADT (Annual Average Daily Traffic) listed as 14,000 and the AAWDT (Annual Average Weekday Traffic) listed at 16,000.
- The Comprhensive Plan does call for an extension road off Remount Road (item 12 in our transportation improvement chart) that would intersect Royal Lane.
- 36 apartments are not going to generate anywhere near the amount of traffic a by-right commercial use could. The daycare located at the end of the street generates significantly more traffic than the apartments would
- In the last 10 years, there have been 3 car accidents at this intersection. Two accidents were in 2018 and one was in 2024. Two involved property damage, one sustained personal injury.

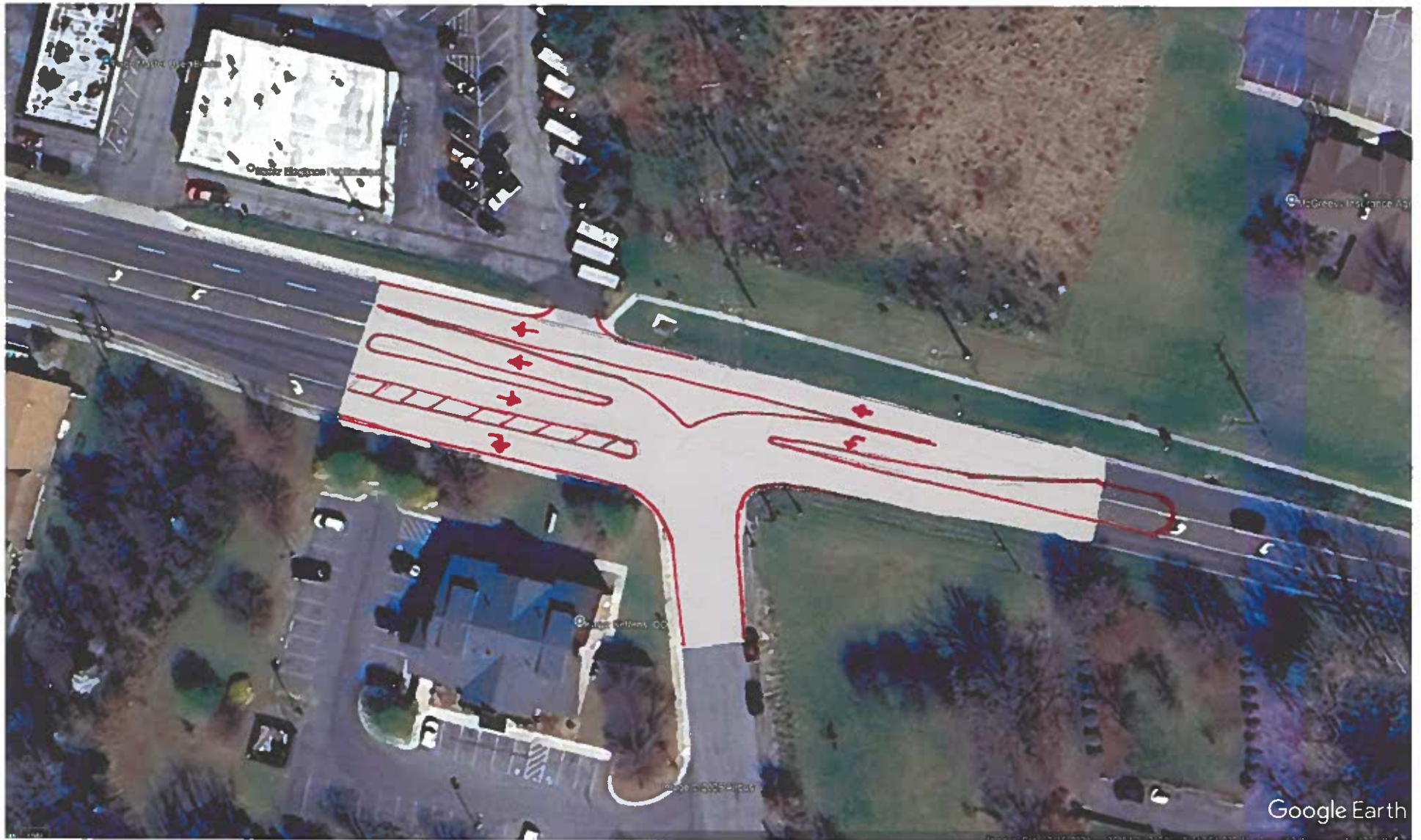
Budget/Funding: Cost of installing concrete curb and striping/ potential traffic signal

Staff Recommendation: While staff does not have sufficient information to determine if this intersection is failing, there is a public perception that it is difficult to traverse and making a left turn out of it is nearly impossible. Of the three options to be presented the continuous green-t intersection would be staff's recommendation. I have included the exhibits in the additional materials as well as email correspondence that describes each of the intersections. Below is a link to VDOT's website describing this intersection.

<https://www.vdot.virginia.gov/about/our-system/highways/innovative-intersections/continuous-green-t/>



RE-STRIPING & SIGNAGE TO ELIMINATE EXTRA THROUGH LANES



CONTINUOUS GREEN-T WITH RAISED MEDIAN

From: [Johnson, Joseph \(VDOT\)](#)
Sent: Tuesday, March 4, 2025 11:18 AM
To: [Lauren Kopishke](#)
Cc: [Robbie Boyer](#)
Subject: Re: Traffic Analysis-John Marshall and Royal Lane

Very rough numbers based on my very rough sketch would be:

8,000 SF of raised median with a perimeter of about 1,600 LF. Maybe 24,000 SF of overlay if you decide to overlay the whole area. Not sure that's necessary, though. There also some cost for striping and signage.

Joseph W. Johnson, PE
Area Land Use Engineer / Edinburg Residency
Virginia Department of Transportation
14031 Old Valley Pike / Edinburg, VA 22824
Phone #540.534.3223
josephw.johnson@vdot.virginia.gov

From: Lauren Kopishke <lkopishke@frontroyalva.com>
Sent: Monday, March 3, 2025 4:56 PM
To: Johnson, Joseph (VDOT) <JosephW.Johnson@vdot.virginia.gov>
Cc: Robert Boyer <rboyer@frontroyalva.com>
Subject: FW: Traffic Analysis-John Marshall and Royal Lane

Would you be able to ball-park the square footage of those improvements at Royal Lane and John Marshall Hwy? I am trying to get cost estimates together for Town Council.



Lauren E. Kopishke
Director of Planning & Zoning
Zoning Administrator
Town of Front Royal
Dept. of Planning and Zoning
102 E Main St | PO Box 1560
Front Royal, VA 22630
T./540-635-4236

From: Robbie Boyer <rboyer@frontroyalva.com>
Sent: Monday, March 3, 2025 3:05 PM
To: Lauren Kopishke <lkopishke@frontroyalva.com>
Subject: RE: Traffic Analysis-John Marshall and Royal Lane

Lauren,

The thermo contract said to price out the drawings you sent they need footages for each of those sections.

Thanks,

Robert B. Boyer

Director of Public Works

Town of Front Royal Public Works

PO Box 1560

800 Crosby Rd-Extended

Front Royal, VA 22630

540-635-7819 (P)

rboyer@frontroyalva.com

www.frontroyalva.com

From: Lauren Kopishke <lkopishke@frontroyalva.com>

Sent: Wednesday, February 26, 2025 11:00 AM

To: Robbie Boyer <rboyer@frontroyalva.com>

Subject: Fw: Traffic Analysis-John Marshall and Royal Lane

Sent via the Samsung Galaxy A14 5G, an AT&T 5G smartphone

Get [Outlook for Android](#)

From: Lauren Kopishke <lkopishke@frontroyalva.com>

Sent: Tuesday, 25 February 2025 13:23:11

To: Planning and Zoning <planning@frontroyalva.com>

Subject: Fw: Traffic Analysis-John Marshall and Royal Lane

Sent via the Samsung Galaxy A14 5G, an AT&T 5G smartphone

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From: Johnson, Joseph (VDOT) <JosephW.Johnson@vdot.virginia.gov>

Sent: Tuesday, February 25, 2025 1:14:54 PM

To: Lauren Kopishke <lkopishke@frontroyalva.com>

Subject: Re: Traffic Analysis-John Marshall and Royal Lane

Lauren,

I would first take a look at modifying the signage and striping through this area. I would recommend better defining the westbound lanes by adding a gore area between the right turn lane onto Royal Lane. This will force the westbound lane merge to occur prior to the intersection. This would also give drivers exiting from Royal Lane confidence that vehicles in the right lane are in fact turning right. See

attached PDF (Exhibit A). For the eastbound lanes, I would look at adding striping so that vehicles can't split into two lanes until after the intersection (in the exhibit, I showed some additional gore area to define the WB lanes).

Another option is a continuous green-T ([Continuous Green-T \(CGT\) - Intersection | Virginia Department of Transportation](#)). It appears that there is sufficient right-of-way and pavement to retrofit a green-t in this area. I've sketched up what a green-T would look like (see Exhibit B). Constructing a green-T would involve adding a raised medians to better channelize the different traffic movements. The benefit of a green-T is that traffic turning left onto John Marshal Hwy would not have to worry about *through* traffic traveling WB as those vehicles would have a dedicated lane. Green-t's can be signalized or unsignalized depending on the traffic volumes.

Obviously, the third option is a traditional traffic signal.

I apologize for the rudimentary sketches, I don't have CAD here at VDOT so I have to work with the tools on hand.

Not sure if this is the information you were looking for but I hope this helps. Let me know if you have any questions. Or if you'd like to have a quick meeting to discuss just let me know.

Joseph W. Johnson, PE

Area Land Use Engineer / Edinburg Residency

Virginia Department of Transportation

14031 Old Valley Pike / Edinburg, VA 22824

Phone #540.534.3223

josephw.johnson@vdot.virginia.gov

From: Lauren Kopishke <lkopishke@frontroyalva.com>

Sent: Thursday, February 20, 2025 4:59 PM

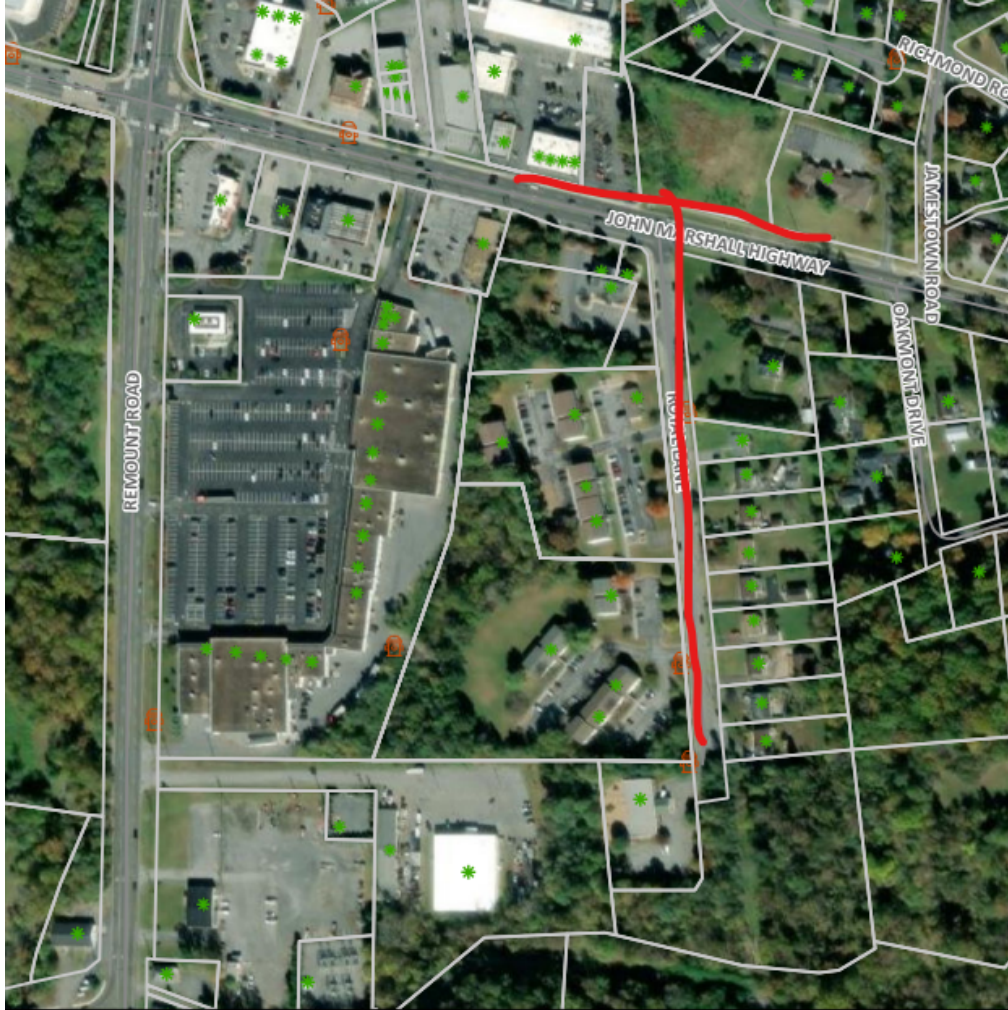
To: Johnson, Joseph (VDOT) <JosephW.Johnson@vdot.virginia.gov>

Subject: Traffic Analysis-John Marshall and Royal Lane

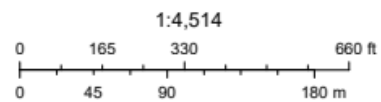
Joe,

Attached are some thoughts from the Vice Chair of the PC. The Town has an SUP application for 36 apartments at the end of Royal Lane. To access this, residents would have to use the intersection of John Marhsall Hwy and Royal Lane. There are currently 90 apartments, several single-family homes and a large day care facility using this intersection. The PC and TC have received complaints about the safety of the intersection. Can you look at this intersection and provide some feedback about its status? March 10th is the next work session I could potentially brief Council on this application.

Thank you!



20, 2025



Lauren E. Kopishke

Director of Planning & Zoning
Zoning Administrator
Town of Front Royal
Dept. of Planning and Zoning
102 E Main St | PO Box 1560
Front Royal, VA 22630
T./540-635-4236

From: Louis A. R. Neel <lneel@frontroyalva.com>

Sent: Monday, January 20, 2025 2:21 PM

To: John Ware <jware@frontroyalva.com>; Lauren Kopishke <lkopishke@frontroyalva.com>

Subject: Re: Public Works and Traffic Analysis

Lauren and John,

Please consider these charts as an aid for your discussion with the town council at the next working group. They concern the traffic at the intersection of Royal Ave and John Marshall highway. Feel free to use, abuse or dispose of as you see fit.

Thank you,
Allen
540-660-2000

> On Jan 16, 2025, at 9:24 AM, John Ware <jware@frontroyalva.com> wrote:

>

> Allen,

>

> I believe the best approach would be in determining if the Residential Use of the property was more appropriate than the Commercial Use. At least with the Residential Use the traffic numbers can be generated more accurately than numerous uses that are permitted by right with a Commercial Use. Regardless, the Site Development Plan will come back to the Planning Commission if the project is going to be moved forward.

>

> John

>

> -----Original Message-----

> From: Louis A. R. Neel <lneel@frontroyalva.com>

> Sent: Thursday, January 16, 2025 9:08 AM

> To: John Ware <jware@frontroyalva.com>

> Cc: Connie Marshner <cmarshner@frontroyalva.com>; Connie Marshner <connie@conniemarshner.com>; Megan Marrazzo <mmarrazzo@frontroyalva.com>; Andrew Brooks <abrooks@frontroyalva.com>; Connie Potter <cpotter@frontroyalva.com>; Lauren Kopishke <lkopishke@frontroyalva.com>

> Subject: Re: Public Works and Traffic Analysis

>

> Perfect! Thank you John, real data is always better than supposition. I owe you a cookie. :)

>

> Thank you,

> Allen

>

>> On Jan 16, 2025, at 9:01 AM, John Ware <jware@frontroyalva.com> wrote:

>>

>> Allen,

>>

>> I was able to view the latest Traffic Count from VDOT's website (<https://data.virginia.gov/dataset/annual-average-daily-traffic-volume-estimates-by-section-ofinterstate-routes-maintenance-area-2023>).

>>

>> It has the AADT (Annual Average Daily Traffic) listed as 14,000 and the AAWDT

(Annual Average Weekday Traffic) listed at 16,000. The AADT is basically, the total volume of traffic on the road over a year, divided by 365.

>>

>> Staff will inform Town Council at their Work Session about these latest numbers.

>>

>>

>> John M. Ware, ESCA0307, SWPA0226, CZO

>> Deputy Zoning Administrator / Town Planner | Town of Front Royal, VA |

>> Dept. of Planning & Zoning

>> 102 E. Main St | Front Royal, VA 22630

>> Office: (540) 635-4236

>> E-mail: jware@frontroyalva.com

>>

>>

>> -----Original Message-----

>> From: Louis A. R. Neel <lneel@frontroyalva.com>

>> Sent: Thursday, January 16, 2025 8:33 AM

>> To: Connie Marshner <cmarshner@frontroyalva.com>; Connie Marshner

>> <connie@conniemarshner.com>; Megan Marrazzo

>> <mmarrazzo@frontroyalva.com>; Andrew Brooks <abrooks@frontroyalva.com>

>> Cc: Connie Potter <cpotter@frontroyalva.com>; Lauren Kopishke

>> <lkopishke@frontroyalva.com>; John Ware <jware@frontroyalva.com>

>> Subject: Public Works and Traffic Analysis

>>

>> Folks,

>>

>> After last night's meeting and the concern from some speakers about traffic at the intersection of Royal Lane and John Marshall Highway I gave Public Works a call. In the conversation I asked if there is any more recent traffic studies and what it would take to trigger such a study. I wanted to share what I found out. The responses I received are listed below;

>>

>> 1. There is no more recent study than one sited from 2014 (to the best of the knowledge).

>> 2. Public works can do their own study but normally do not unless it is in conjunction with, and/or in coordination with VDOT and there is a cost allocated as well as an assigned priority needed to do so.

>> 3. Although the peak hour traffic is congested that congestion alone does not raise the bar high enough to trigger a study. There currently is not an accident rate or other data that rate a study.

>> 4. Town council could request a study but it is not free. The cost amount was not discussed but was concerning to the Public Works department.

>>

>>

>> I hope this is useful to you.

>>

>> Thank you,

>> Allen Neel

>> 540-660-2000

>

Royal Lane Stats - Feb 03-Mar 03 2025**Totals**

Total Calls for Service	4
Total Parking Complaints	0
Total Vehicle Accidents	1
Total Vehicle Accidents @ Royal/John Marshall	1

Royal Lane Calls for Service Stats, by Year

2025 (YTD)	14
2024	99
2023	136
2022	74
2021	90
2020	85
2019	111
2018	149
2017	104
2016	98
2015	68

Royal Lane Calls for Service Total Stats between 0700-1000 hours

2025 (YTD)	3
2024	11
2023	25
2022	10
2021	13
2020	10
2019	17
2018	10
2017	12
2016	10
2015	7

Royal Lane Calls for Service Total Stats between 1500-1800 hours

2025 (YTD)	3
2024	17
2023	25
2022	10
2021	18
2020	11
2019	16
2018	28
2017	24
2016	22
2015	12

2400673 – A SPECIAL USE PERMIT APPLICATION SUBMITTED BY PENNONI ASSOCIATES INC. C/O MIKE ARTZ FOR MULTI-FAMILY APARTMENTS CONTAINING THIRTY-SIX (36) UNITS IN THREE (3) SEPARATE APARTMENT HOUSES CONTAINING TWELVE (12) UNITS EACH AND AN OFFICE BUILDING ON A VACANT PARCEL OFF OF ROYAL LANE, IDENTIFIED BY TAX MAP 20A17-1-14B1. THE PROPERTY IS ZONED C-1, COMMUNITY BUSINESS DISTRICT.

Town of Front Royal, Virginia

Planning Commission Monthly Meeting Agenda

☐ Consent Action ☐ Administrative Action ☒ Public Hearing ☐ Discussion

Agenda Item: Special Use Permit – #2400673

MEETING DATE: January 15, 2025

SUMMARY: A Special Use Permit Application submitted by Pennoni Associates Inc. c/o Mike Artz for Multi-Family Apartments containing thirty-six (36) units in three (3) separate apartment houses containing twelve (12) units each and an office building on a vacant parcel off of Royal Lane, identified by Tax Map 20A17-1-14B1. The property is zoned C-1, Community Business District.

STAFF RECOMMENDATION:

Staff recommends approval of SUP Application #2400673. The application presents a scenario that constitutes one of the highest and best uses possible. The main consideration for the Planning Commission is whether the proposed use is suitable within this district. Apartments are the only type of large-scale residential use permitted in the commercial districts, but only with approval from Town Council. This site does not front a main thorough fare so retail commercial development activities would be limited due to lacking visibility and restrictions the Town has for off-premises signs. Commercial development activities would also generate additional traffic, above and beyond residential.

DRAFT MOTION: “I move that the Planning Commission forward a recommendation of approval to Town Council for Special Use Permit #2400673 for Multi-Family Apartments containing thirty-six (36) units in three (3) separate apartment houses containing twelve (12) units each and an office building on a vacant parcel off of Royal Lane, identified by Tax Map 20A17-1-14B1.”

NOTE: This is only a draft motion. Alternative motions are also welcome.

PLANNING COMMISSION ACTION:

Moved _____ Seconded _____

Neel _____ Marrazzo _____ Marshner _____ Brooks _____ Vacancy _____

☐ Approved ☐ Approved w/ Conditions ☐ Denied ☐ Other



**TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING**

**Planning Commission Regular Meeting
January 15, 2025**

APPLICATION #:

Special Use Permit Application #2400673

APPLICANT:

Pennoni Associates Inc. /Mike Artz

APPLICATION SUMMARY:

A Special Use Permit Application submitted by Pennoni Associates Inc. c/o Mike Artz for Multi-Family Apartments containing thirty-six (36) units in three (3) separate apartment houses containing twelve (12) units each and an office building on a vacant parcel off of Royal Lane, identified by Tax Map 20A17-1-14B1. The property is zoned C-1, Community Business District.

GENERAL INFORMATION:

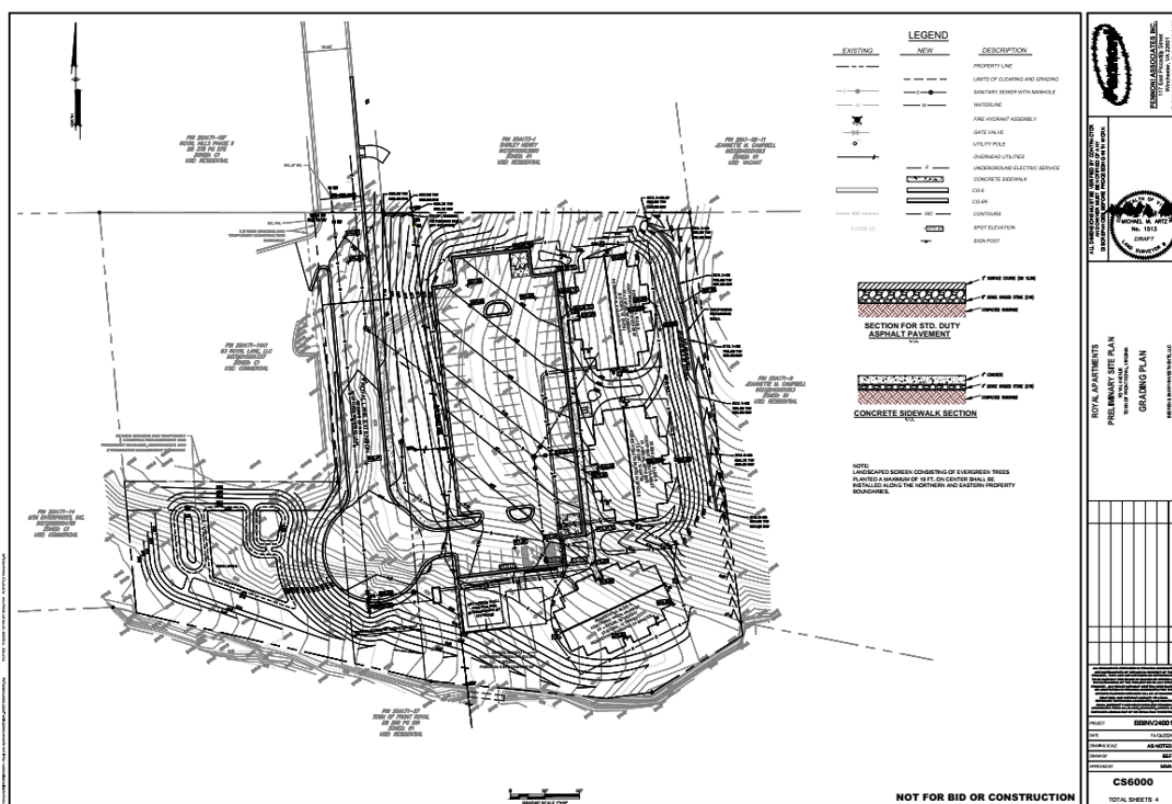
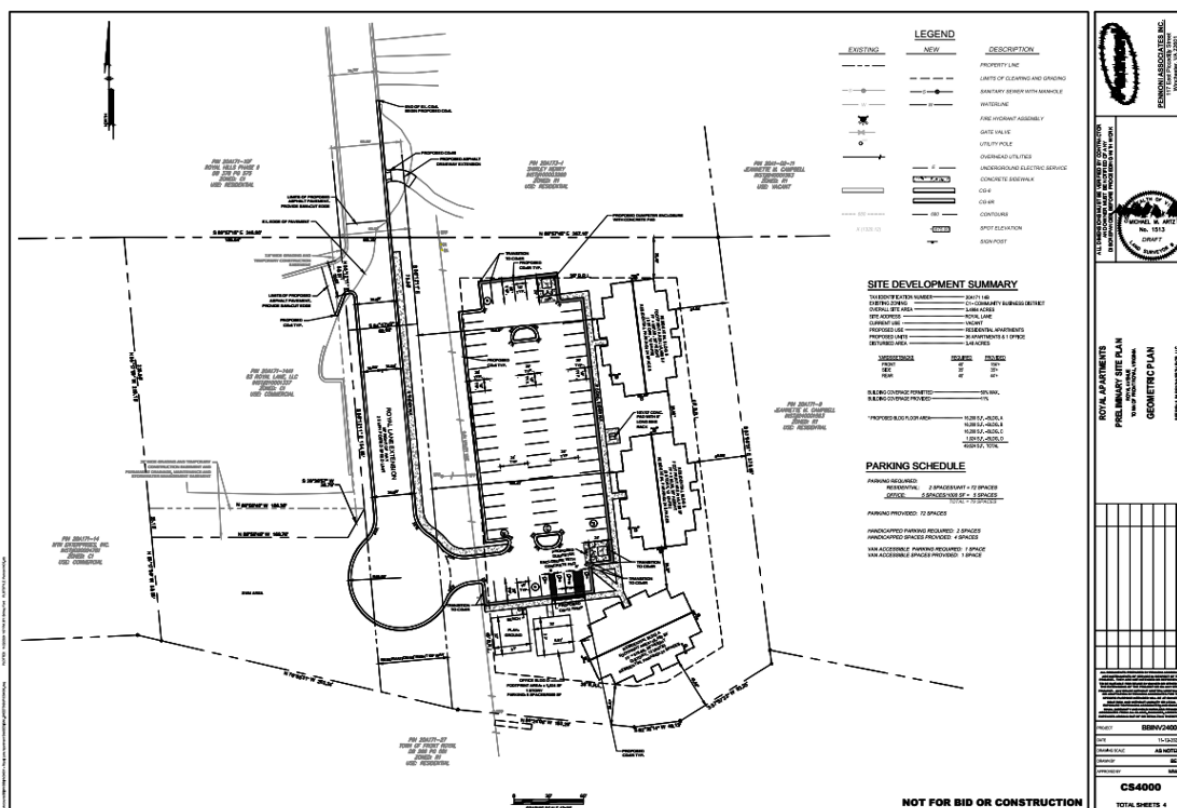
Site Addresses	Vacant Parcel off of Royal Lane
Property Owner(s)	Boisseau Family LC
Zoning District	C-1, Community Business District
Historic District	No
Tax Identification	Tax Map #20A17-1-14B1

Aerial Map – Warren County GIS (tax map 20A17-1-14B1)



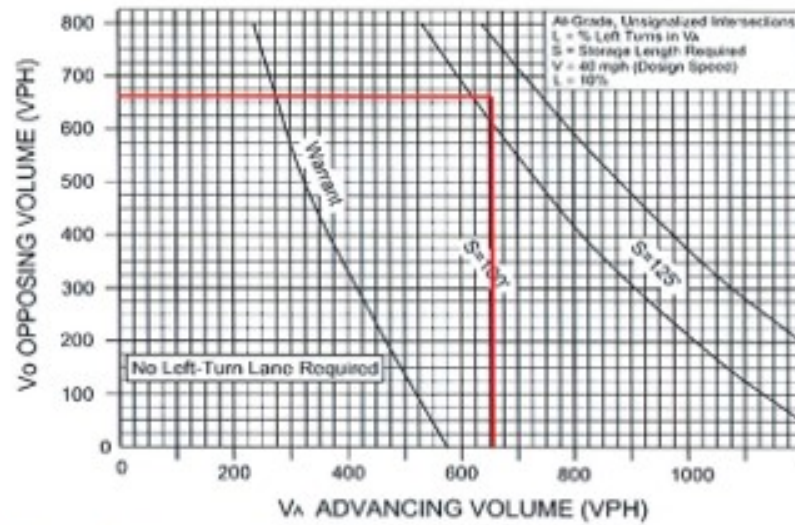
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Grading Plan



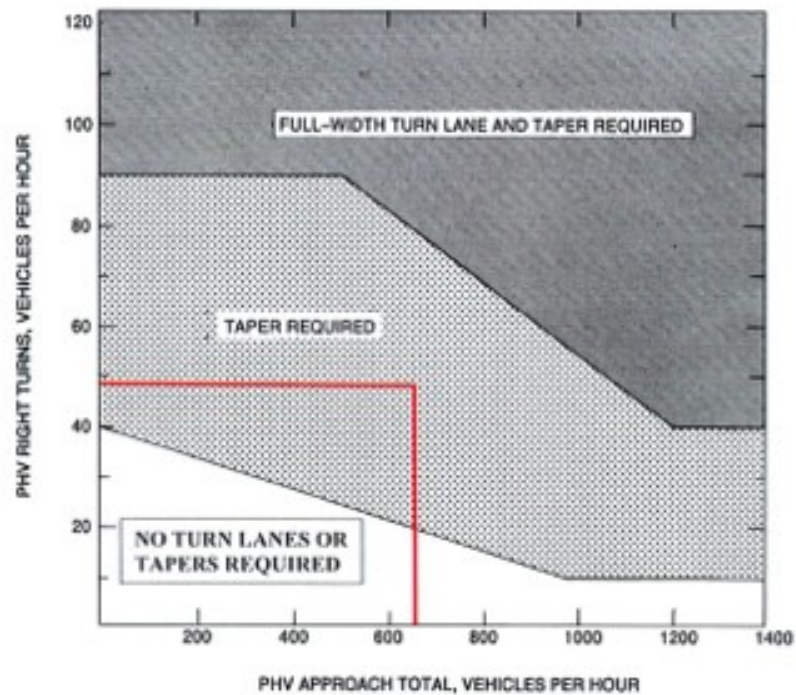
Impact Analysis Statement

Warrant for Left Turn Lane



Note: 125 Foot Left Turn Lane Required (Westbound Route 55).

Warrant for Right Turn Lane



Note: Right Turn Taper Required (Eastbound Route 55).

Photograph 1 and Photograph 2, provided below, depict the existing road improvements for John Marshall Highway at its intersection with Royal Lane. As shown, John Marshall Highway currently includes an eastbound right turn lane as well as a shared center turn lane which would accommodate westbound left turn movements onto Royal Lane. These existing improvements would satisfy the requirements for the right and left turn lane warrant analysis above.



Photograph 1. John Marshall Highway at Royal Lane (View facing east)



Photograph 2. John Marshall Highway at Royal Lane (View facing west)

**Warren County
Comments**

David Beahm, Warren County Building Official:
Comments – Beeren & Barry Investments, LLC – Rezoning C-1 to Residential Apartments – Tax Map 20A171 14B1 – 0 Royal Lane, Front Royal – 2400673:

- Erosion and Sediment Control (ESC) Items:
 - Application and permits are required for ESC permit, which would be a normal submission including a full plan review application.
 - The area of disturbance exceeds one (1) acre which will additionally require a Stormwater permit through the Department of Environmental Quality (DEQ). Approval by DEQ (Construction General Permit) would be required prior to any ESC Permit and any type of Building Permit being issued by Warren County.
 - Each lot when developed for a residential dwelling unit would then be required to have an Agreement In Lieu Of can be obtained.
- Site Plan Review:
 - If or when any building construction related activity were to take place, a Site Plan Review and Permit for Building Code Compliance would be required to be completed for including emergency access, utilities, structure placement for required fire separation, fire hydrants, fire lane markings, required fire signage, etc.
- Building Inspections Items:
 - If or when any building construction related activity (structure, electrical, plumbing, mechanical, fire suppression, energy, etc.) were to start, it would be subject to the normal requirements of application, review and approval prior to work beginning.
- Fire Marshal's Office Comments (standard):
 - We would defer all comments for the site development/new construction/retrofit/change of use to the Building Official. Upon approval and issuance of the CO, the facility (as applicable) shall be maintained in accordance with the Virginia Statewide Fire Prevention Code.

If anything should change in the scope, additional requirements may be required.

	All submissions for these items would be made to the Building Inspections Department through the email address: inspections@warrencountyva.gov
RELEVANT CODE SECTION:	Chapter 175-39.B “The following uses are permitted within the C-1 District only by approval of a Special Use Permit, except as prohibited or restricted by separate restrictions of record that may pertain to property within the C-1 District.” <u>RESIDENTIAL</u> Apartments or dwelling units, with four (4) or more units or when located on the ground floor, subject to provisions of Section 175-113.
RECOMMENDATION:	Staff recommends approval of SUP Application #2400673. The application presents a scenario that constitutes one of the highest and best uses possible. The main consideration for the Planning Commission is whether the proposed use is suitable within this district. Apartments are the only type of large-scale residential use permitted in the commercial districts, but only with approval from Town Council. This site does not front a main thorough fare so retail commercial development activities would be limited due to lacking visibility and restrictions the Town has for off premises signs. Commercial development activities would also generate additional traffic, above and beyond residential.

ATTACHMENTS: Application and associated documents from the Applicant.

Town of Front Royal, Virginia

SPECIAL USE PERMIT APPLICATION MATERIALS

FOR REVIEW OF

ROYAL LANE APARTMENTS

November 2024

Prepared by:
Pennoni Associates Inc.
117 E. Piccadilly Street
Suite 200
Winchester, Virginia 22601

Phone: 540-667-2139 Fax: 540-665-0493



TABLE OF CONTENTS

- I. Application
- II. Impact Analysis
- III. Preliminary Site Plan

I.

APPLICATION



TOWN OF FRONT ROYAL

DEPARTMENT OF PLANNING & ZONING
102 EAST MAIN STREET
P.O. BOX 1560
FRONT ROYAL, VA 22630

Main: 540.635.4236

Fax: 540.631.2727

Internet: www.frontroyalva.com

SUP _____

SPECIAL USE PERMIT REQUEST

APPLICANT

NAME Pennoni Associates Inc. c/o Mike Artz PHONE 540-667-2139

ADDRESS 117 E. Piccadilly St., Suite 200, Winchester, VA 22601

E-MAIL MArtz@pennoni.com

PROPERTY DESCRIPTION

PROPERTY ADDRESS Royal Lane (vacant)

TAX MAP 20 SECTION A BLOCK 171 LOT 14B1

SUBDIVISION NAME _____ ACREAGE 3.601

REQUEST

ZONING DISTRICT C-1

PROPOSED USE OF PROPERTY Residential Apartments

SPECIFIC SPECIAL USE PERMIT REQUEST Three 12 unit apartment buildings

and an office.

ATTACHMENTS --The following ***must*** be submitted with the application. Additional information may be required depending on the nature of the request.

1. Survey/Plat of property showing all **existing** improvements.
(10 copies if larger than 11" X 17")
2. Site Plan Application
3. Application Fee of \$400.00 (Checks payable to the Town of Front Royal)
4. Additional information as required by the Department of Planning & Zoning.

CERTIFICATION

I certify that the information provided with this application is correct to the best of my knowledge and should the special use permit be granted, the project will comply with the conditions imposed upon it and will be implemented only as approved by Town Council.

Signature _____ Date _____

By submitting this application, the applicant grants permission to Town officials and employees to enter upon the property, which is the subject of this application, during reasonable hours and for purposes related to the application process.

Receipt # _____ Date Paid _____

II.

IMPACT ANALYSIS

ROYAL LANE APARTMENTS – IMPACT ANALYSIS STATEMENT

November 19, 2024

The following is a summary of the proposed special use permit for Royal Lane Apartments which proposes 36 total apartment units comprised of three 3-story buildings, as well as an office building, on the vacant parcel at the existing terminus of Royal Lane within the Town of Front Royal (the “Town”). The project site totals 3.4984 acres zoned C-1 (Community Business) and is identified by the Town as tax map parcel 20A171-14B (the “Property”). The development is proposed by Beeren & Barry Investments, LLC to provide for needed workforce housing in the area. The Town of Front Royal Zoning Ordinance permits apartment developments containing four or more units within the C-1 Zoning District subject to approval of a Special Use Permit.

Proposed Development

The proposed development plan for the Property is depicted on the attached Preliminary Site Plan for Royal Lane Apartments. As shown, the project would consist of three buildings, each containing 12 apartment units along with associated surface parking served by a southerly extension of Royal Lane, an office space, and a playground. The proposed 36 apartment units represent a density of 10 dwelling units per acre. The extension of Royal Lane would be constructed to Town standards to provide for the future dedication of the roadway and its associated right of way through the Property, allowing for an extension of the roadway south of the project site at a future date, if desired.

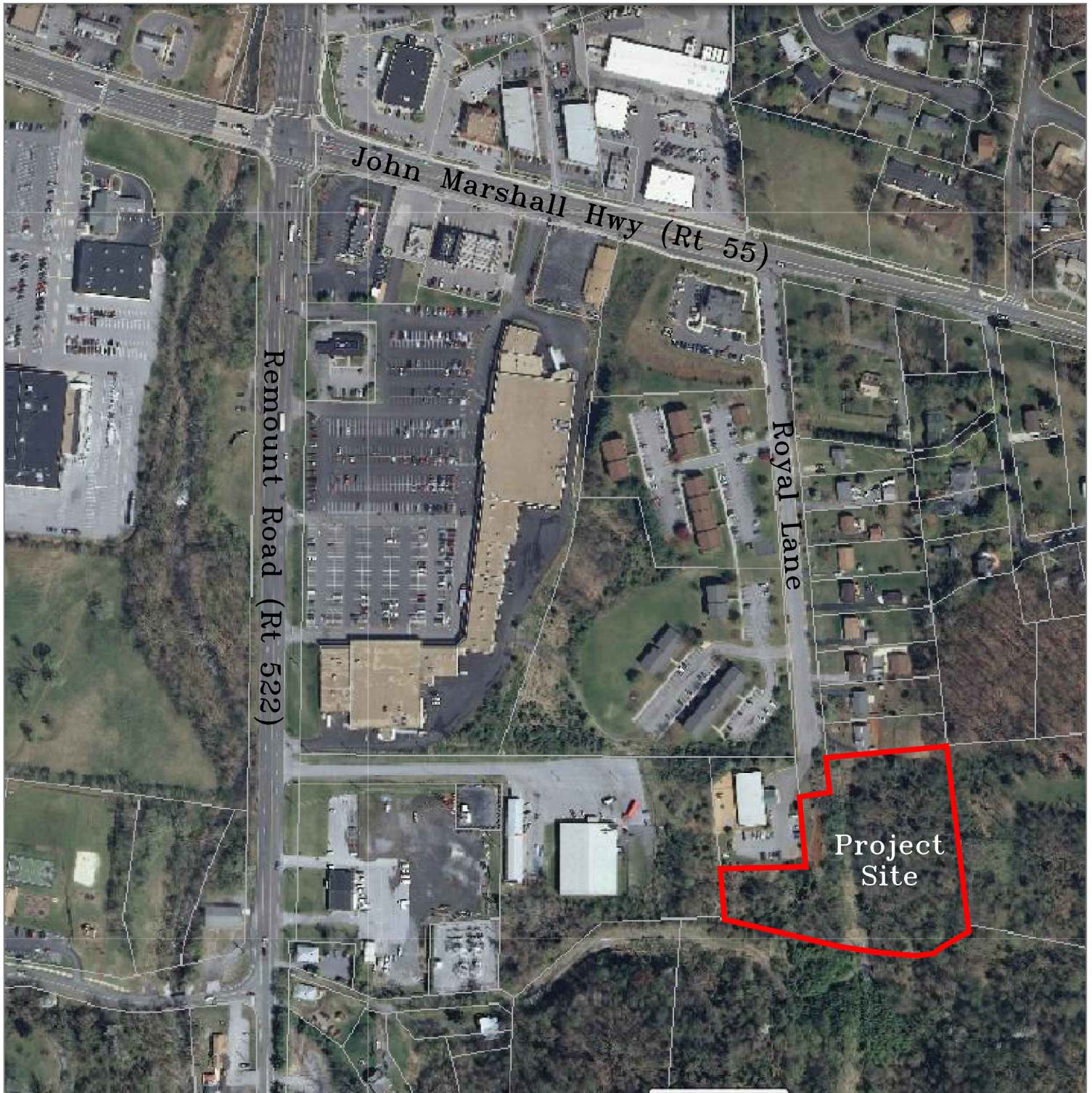
Site Location

A location map is attached as *Exhibit A*. As shown, the project is located at the existing terminus of Royal Lane approximately 1,100 feet south of the intersection of Royal Lane with John Marshall Highway (Route 55). Existing development along Royal Lane is predominantly residential in nature. Business type development on the roadway is limited to a professional office building located at Royal Lane’s intersection with Route 55 as well as a day care facility located west and adjacent to the subject Property at the terminus of Royal Lane. The remaining development along Royal Lane includes apartments on the west side of the roadway and single-family dwellings on the east side. The proposed apartment use for the Property would be consistent with the residential nature of Royal Lane.

A zoning map is attached as *Exhibit B*. The subject Property as well as all parcels located west of Royal Lane are zoned C-1 (Community Business) while the parcels located east of Royal Lane are zoned R-1 (Residential). Despite the commercial zoning for half the parcels fronting Royal Lane, the predominant development pattern is residential in the area. The proposed apartment use of the subject property would ensure that the project is developed in a manner that is consistent with the existing development pattern.

Site Characteristics

Sheet 2 of the attached preliminary site plan depicts the existing site conditions. The Property is currently vacant, wooded and includes an existing power line bisecting the site in a north/south direction. The Property contains sloping topography with a high



Source: Warren Co. GIS

Royal Lane Apartments

Exhibit A – Location Map

TOWN OF FRONT ROYAL, VIRGINIA

PENNONI ASSOCIATES INC.

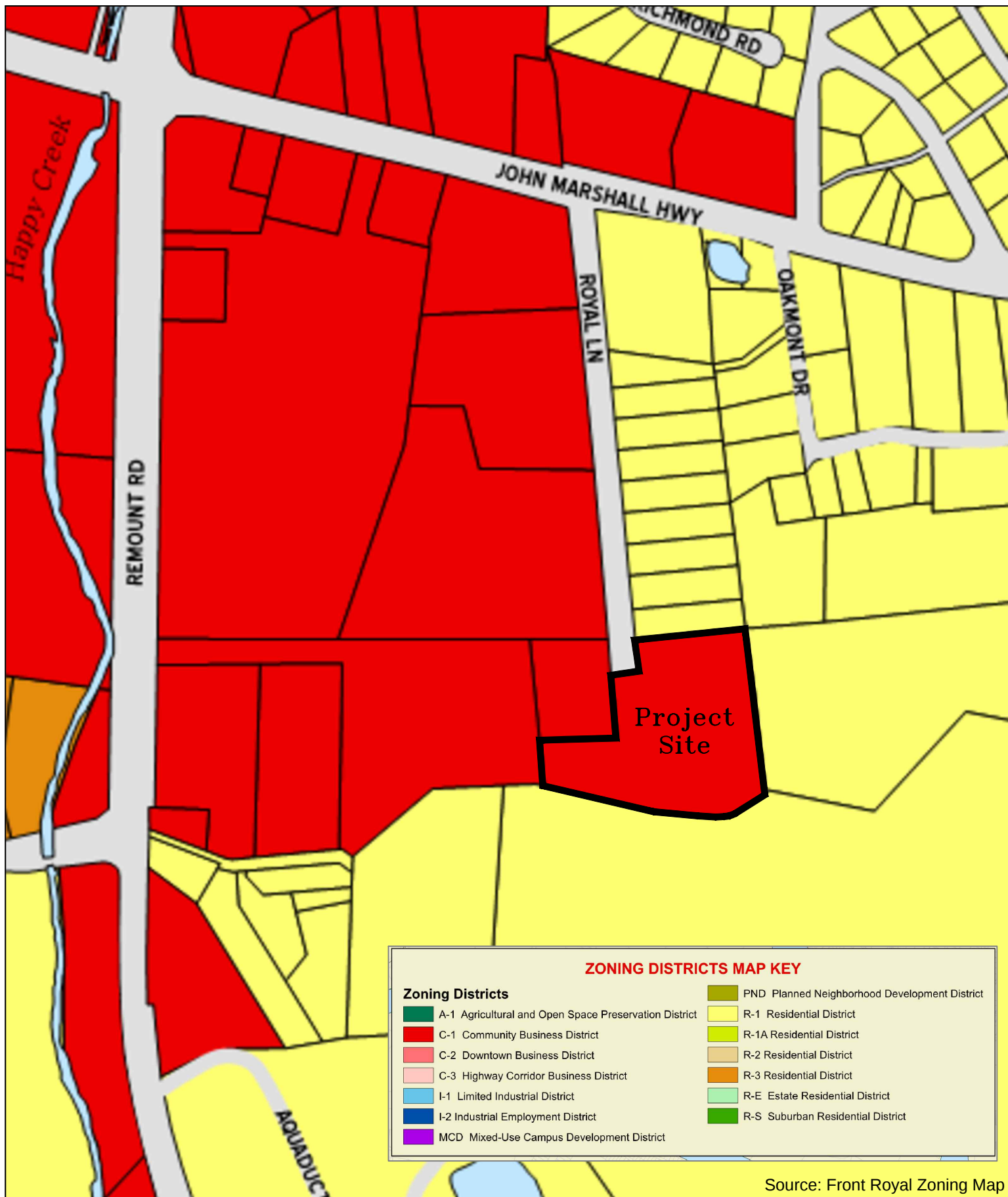
117 E. Picadilly St. Winchester, Virginia 22601
VOICE: (540) 667-2139 FAX: (540) 665-0493

Revised

–

10/24/2024

1"=300'



Source: Front Royal Zoning Map

Royal Lane Apartments

Exhibit B – Zoning Map

TOWN OF FRONT ROYAL, VIRGINIA

PENNONI ASSOCIATES INC.

117 E. Picadilly St. Winchester, Virginia 22601
VOICE: (540) 667-2139 FAX: (540) 665-0493

Revised
–

10/24/2024

1"=300'

elevation at its western boundary of 707 feet and a low elevation at the eastern property boundary of approximately 643 feet. The proposed development plan takes the sloping topography into account and would utilize a retaining wall with a maximum height of approximately 8 feet in proximity to the eastern property boundary, as well as a retaining wall to the south of the property around the playground area.

Soils on the site are identified as Unison-Chagrin-Dyke soils which are characterized as deep, well drained soils that have a loamy or clayey subsoil. The specific soil type for the subject includes Chester loam and Dekalb channery loam. The characteristics of this soil type and any implications for site development are manageable through the site engineering process.

Pursuant to FEMA flood map numbers 51187C0116C and 51187C0118C, both with effective date June 3, 2008, the entire site is located in areas of minimal flooding outside of the 100-year and 500-year flood plain.

Access and Transportation

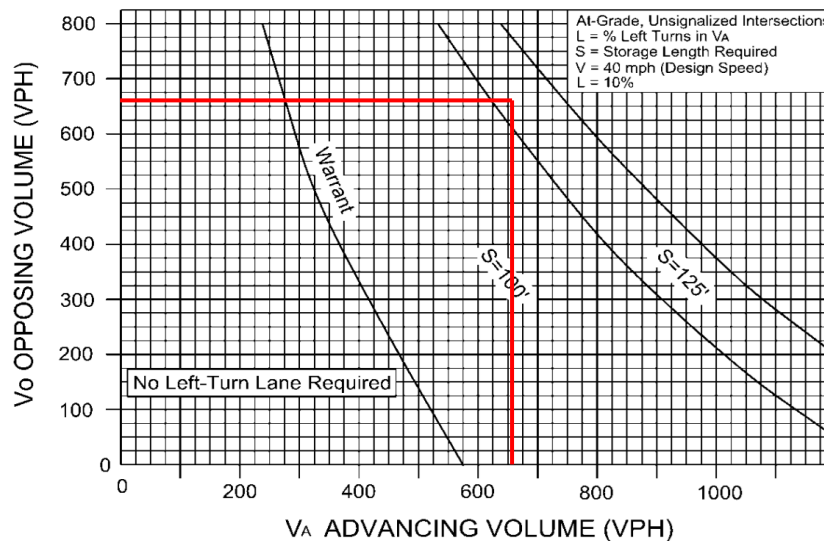
Access to the Property would be provided by an extension of Royal Lane into the Property. Currently, Royal Lane terminates at the northern property boundary. The proposed development plan would extend Royal through the Property to a cul-de-sac near the southern site boundary. A reserve area will be provided that would enable the dedication of the extension of Royal Lane through the site as a public street. The right of way reservation area extends to the southern property boundary, providing the opportunity for a future extension of Royal Lane if desired.

The proposed 36 apartment units would generate 252 average daily vehicle trips. Compared with the commercial uses that could be realized on the Property on a by-right basis, this special use permit application substantially reduces the trip generation potential for the site.

Other existing uses on Royal Lane include 9 single family dwellings, 90 apartment dwellings, a day care facility of approximately 7,000 SF, and a professional office building of approximately 10,000 SF. These existing uses would generate approximately 1,502 ADT (average daily trips). Combined with the 252 trips associated with the proposed 36 apartment units, the total traffic volume on Royal Lane would be approximately 1,754 ADT. Applying a peak hour factor of 0.11, the peak hour trips would be approximately 193 trips (97 trips in/96 trips out based on a 50/50 split of inbound and outbound movements).

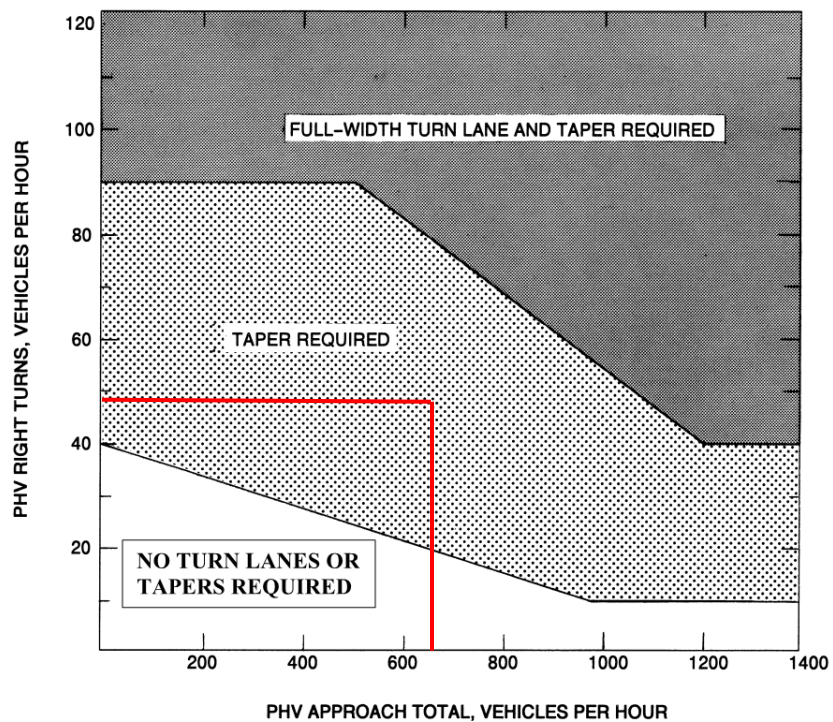
2014 VDOT traffic data identifies 12,000 total trips on John Marshall Highway at Royal Lane. Assuming a 50/50 split between eastbound and westbound trips results in 6,000 eastbound and 6,000 westbound trips resulting in 660 peak hour trips in each direction. Utilizing the VDOT Road Design Manual and 2014 VDOT Traffic Counts on John Marshall Highway (assuming a 50/50 split on eastbound and westbound trips), left and right turn lane warrants for the subject intersection are as follows:

Warrant for Left Turn Lane



Note: 125 Foot Left Turn Lane Required (Westbound Route 55).

Warrant for Right Turn Lane



Note: Right Turn Taper Required (Eastbound Route 55).

Photograph 1 and *Photograph 2*, provided below, depict the existing road improvements for John Marshall Highway at its intersection with Royal Lane. As shown, John Marshall Highway currently includes an eastbound right turn lane as well as a shared center turn lane which would accommodate westbound left turn movements onto Royal Lane. These existing improvements would satisfy the requirements for the right and left turn lane warrant analysis above.



Photograph 1. John Marshall Highway at Royal Lane (View facing east)



Photograph 2. John Marshall Highway at Royal Lane (View facing west)

Royal Lane is currently unstriped, but has sufficient pavement width to provide for separate turn lanes at its intersection with John Marshall Highway. *Photograph 3* depicts the existing improvements for Royal Lane at the subject intersection.



Photograph 3. Royal Lane at John Marshall Highway (View facing north).

Existing improvements are in place to accommodate the traffic generated by the proposed 36 apartment units. Moreover, the proposed special use permit would substantially diminish the traffic impact potential under the existing C-1 zoning for the Property. Accordingly, the minor trip generation associated with the proposal is manageable under existing road improvements.

Stormwater Management

Under existing conditions, the site drains from east to west. The proposed development program for the project would generally maintain the existing drainage pattern and direct stormwater flows to a stormwater management facility, likely a bio-retention filter to accommodate both stormwater quantity and quality requirements, at the southwestern limits of the project.

Sewage Conveyance and Water Supply

Using a standard rate of 200 gallons per day/dwelling unit it is projected that the proposed development would produce up to 7,200 gallons per day of sewer flow. Water usage would be approximately equivalent to the sewer flows. The site would be served by an extension of the existing water and sanitary facilities within Royal Lane. The water

system will be designed to provide adequate pressure for potable water service and fire-fighting services.

Summary

The proposed Royal Lane Apartments project would provide for the development of 36 apartment units to aid in satisfying workforce housing needs. Properties along Royal Lane are developed predominantly for residential uses despite all parcels located on the west side of the roadway being zoned for commercial uses. The proposed apartment use would continue the existing residential development pattern for the area while diminishing the traffic generation potential for the site under the existing C-1 zoning thereby minimizing impacts to the intersection of Royal Lane and John Marshall Highway.

In the case of this proposed application, the special use permit proposal would be more in keeping with surrounding properties than most of the by-right commercial uses that could occur on the Property. Therefore, the proposed special permit application for the apartments use merits favorable consideration.

III.

PRELIMINARY SITE PLAN

ROYAL APARTMENTS
PRELIMINARY SITE PLAN

SITE PLAN #__ - __

TOWN OF FRONT ROYAL, VIRGINIA -

ORIG SUBMISSION DATE: TBD

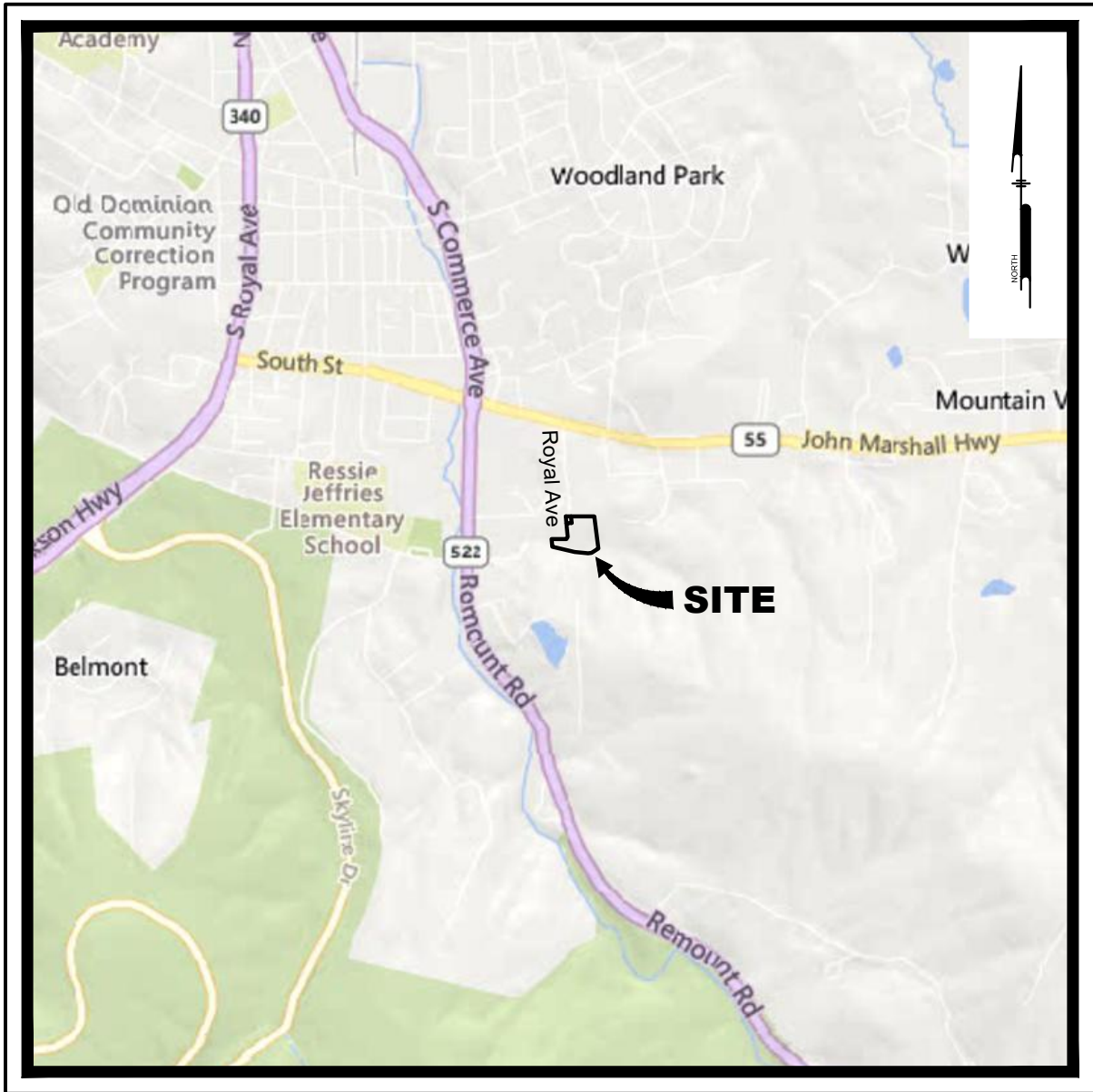
REVISED SUBMISSION DATE: TBD

PREPARED FOR:
OWNER/DEVELOPER

BEEREN & BARRY INVESTMENTS, LLC

11654 PLAZA AMERICA DR. #653
RESTON, VA 20190

Sheet List Table	
Sheet Number	Sheet Title
CS0000	COVER SHEET
CS1000	EXISTING CONDITIONS
CS4000	GEOMETRIC PLAN
CS6000	GRADING PLAN

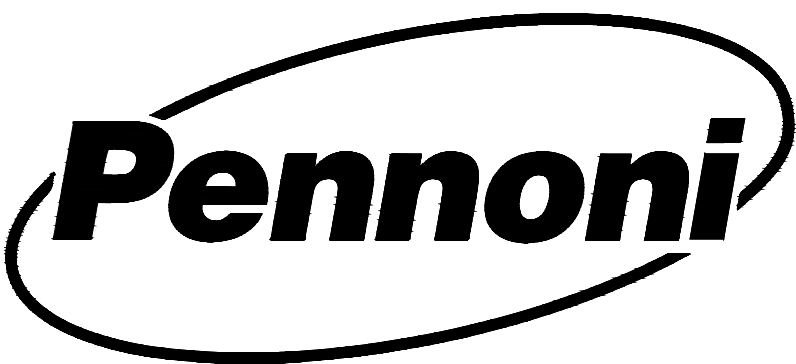


LOCATION MAP

Scale: 1" = 2000'

PREPARED BY:

PENNONI ASSOCIATES INC.



117 East Piccadilly Street
Winchester, VA 22601
T 540.667.2139
F 540.665.0493



CALL BEFORE YOU DIG

ALWAYS CALL 811 BEFORE YOU DIG IN VIRGINIA

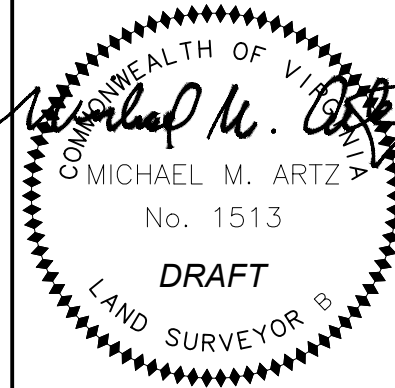
CALL 1-800-552-7001

SECTION 56-265.17 REQUIRES THREE WORKING DAYS
NOTICE TO UTILITIES BEFORE YOU EXCAVATE, DRILL OR
BLAST VIRGINIA UTILITY PROTECTION SERVICE, INC.
TICKET NUMBER(S):



PENNONI ASSOCIATES INC.
117 East Piccadilly Street
Winchester, VA 22601
T 540.667.2139 F 540.665.0493

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR
AND OWNER MUST BE NOTIFIED OF ANY
DISCREPANCIES BEFORE PROCEEDING WITH WORK



ROYAL APARTMENTS
PRELIMINARY SITE PLAN
ROYAL AVENUE
TOWN OF FRONT ROYAL, VIRGINIA
COVER SHEET

BEEREN & BARRY INVESTMENTS, LLC
11654 PLAZA AMERICA DR. #653 | RESTON, VA 20190

NO.	DATE	REVISIONS	BY

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES
ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE
PROJECT. THEY ARE NOT INTENDED OR REPRESENTED
TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON
THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER
PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION
OR ADAPTATION BY PENNONI ASSOCIATES FOR THE
SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS
SOLE RISK AND WITHOUT LIABILITY OR LEGAL
EXPOSURE TO PENNONI ASSOCIATE. AND OWNER SHALL
INDemnIFY AND HOLD HARMLESS PENNONI ASSOCIATES
FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES
ARISING OUT OF OR RESULTING THEREFROM.

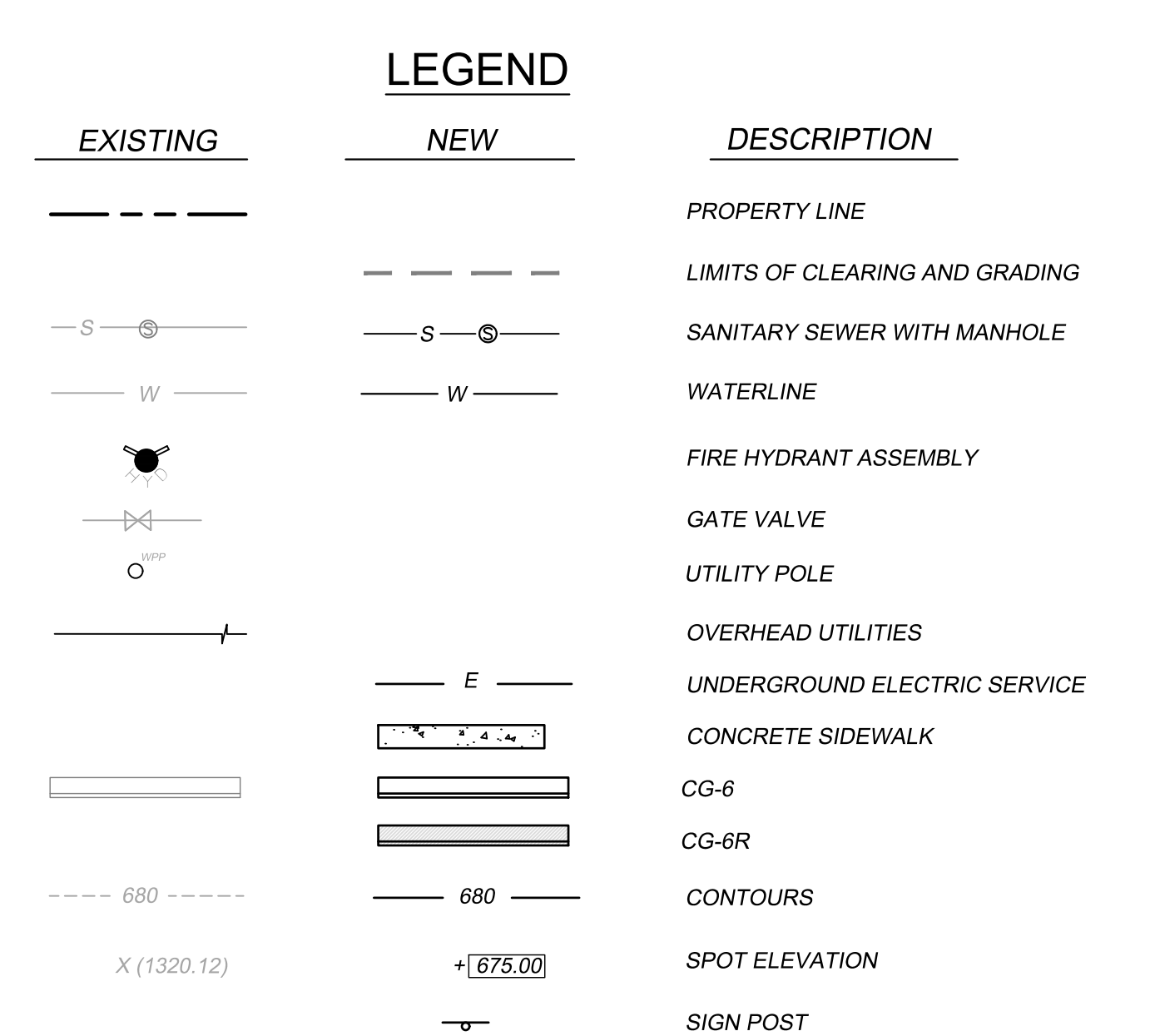
PROJECT	BBINV24001
DATE	11-12-2024
DRAWING SCALE	AS NOTED
DRAWN BY	BEF
APPROVED BY	MMA

CS0000

TOTAL SHEETS 4

NOT FOR BID OR CONSTRUCTION





TAX IDENTIFICATION NUMBER	20A171 14B
EXISTING ZONING	C1 - COMMUNITY BUSINESS DISTRICT
OVERALL SITE AREA	3.4984 ACRES
SITE ADDRESS	ROYAL LANE
CURRENT USE	VACANT
PROPOSED USE	RESIDENTIAL APARTMENTS
PROPOSED UNITS	36 APARTMENTS & 1 OFFICE
DISTURBED AREA	3.48 ACRES

<u>YARDS/SETBACKS</u>	<u>REQUIRED</u>	<u>PROVIDED</u>
FRONT	40'	154'+
SIDE	35'	35'+
REAR	40'	44'+

BUILDING COVERAGE PERMITTED	50% MAX.
BUILDING COVERAGE PROVIDED	11%

* PROPOSED BLDG FLOOR AREA	16,200 S.F. - BLDG. A
	16,200 S.F. - BLDG. B
	16,200 S.F. - BLDG. C
	1,024 S.F. - BLDG. O
	<u>49,624 S.F. TOTAL</u>

PARKING REQUIRED:
RESIDENTIAL: 2 SPACES/UNIT = 72 SPACES
OFFICE: 5 SPACES/1000 SF = 5 SPACES
TOTAL = 79 SPACES

PARKING PROVIDED: 72 SPACES

HANDICAPPED PARKING REQUIRED: 2 SPACES
HANDICAPPED SPACES PROVIDED: 4 SPACES

VAN ACCESSIBLE PARKING REQUIRED: 1 SPACE
VAN ACCESSIBLE SPACES PROVIDED: 1 SPACE

Pennoni

PENNONI ASSOCIATES INC.
 117 East Piccadilly Street
 Winchester, VA 22601
 T 540.667.2139 F 540.685.0493

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK



ROYAL APARTMENTS
PRELIMINARY SITE PLAN
ROYAL AVENUE
TOWN OF FRONT ROYAL, VIRGINIA
GEOMETRIC PLAN

BEEREN & BARRY INVESTMENTS, LLC
11654 PLAZA AMERICA DR. #653 | RESTON, VA 20190

[illegible]

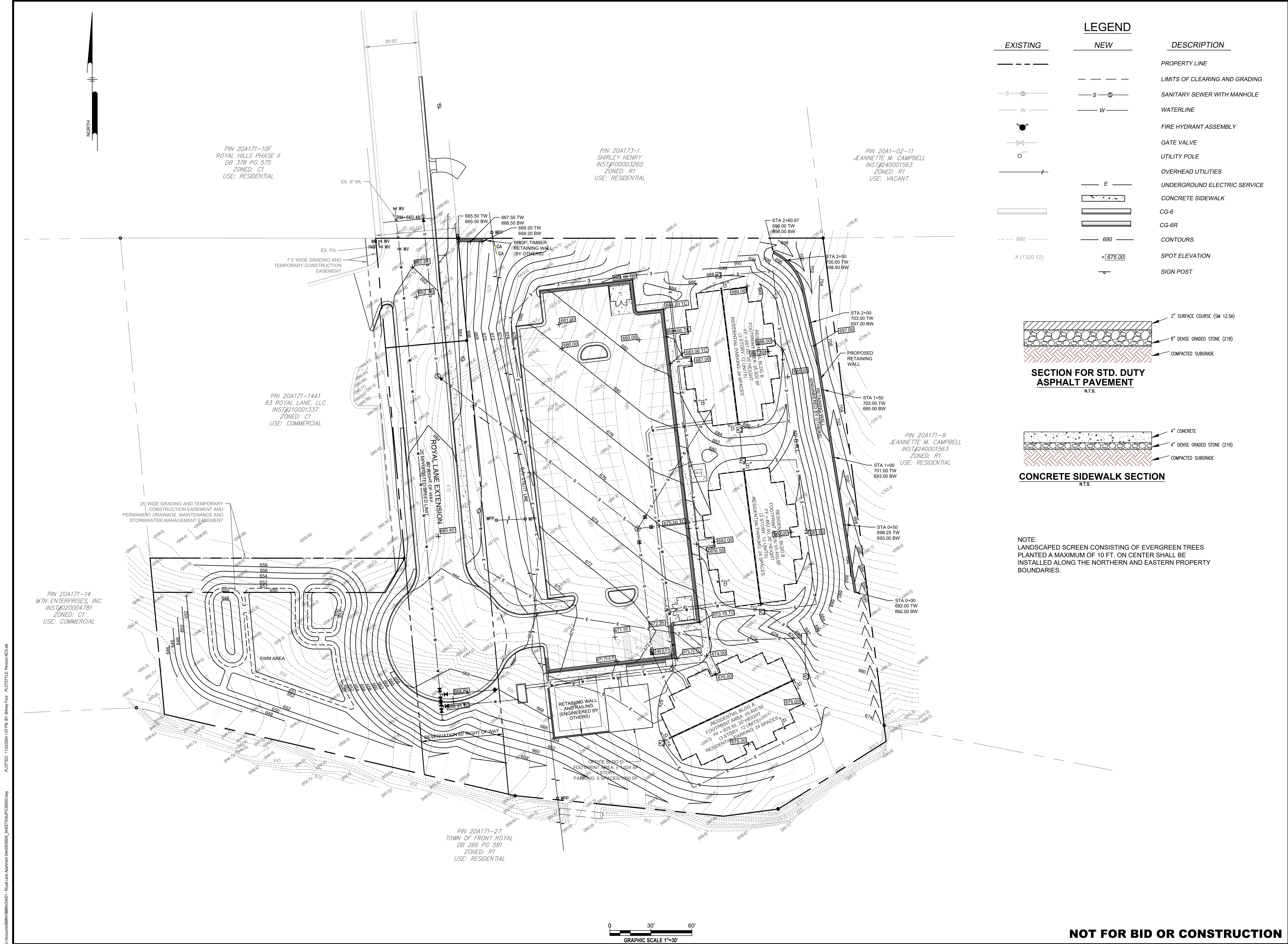
ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE OF THE PROJECT MAY EXPOSE OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES, AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

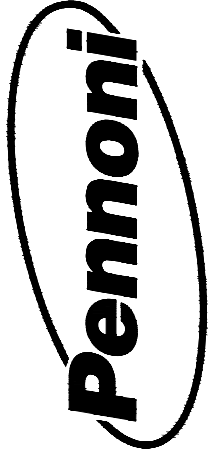
PROJECT	BBINV24001
DATE	11-12-2024
DRAWING SCALE	AS NOTED
DRAWN BY	BEF
APPROVED BY	MMA

CS4000

TOTAL SHEETS 4

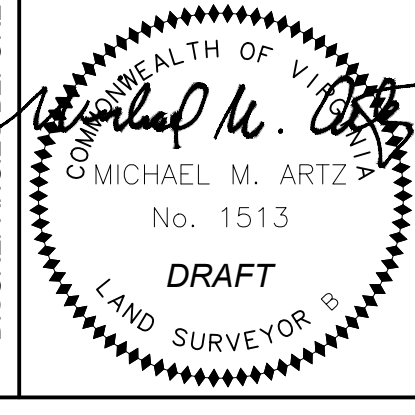
NOT FOR BID OR CONSTRUCTION





PENNONI ASSOCIATES INC.
117 East Pickedly Street
Winchester, VA 22601
T 540.667.2139 F 540.665.0493

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK



DRAFT

PROJECT	BBINV24001
DATE	11-12-2024
DRAWING SCALE	AS NOTED
DRAWN BY	BEF
APPROVED BY	MMA

CS6000

TOTAL SHEETS 4



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: March 10, 2024

Item# 03

Agenda Item: Water and Sewer Cost of Service Study from Stantec Consulting

Summary: Standard practice is to have a full cost of service study performed every 3-5 years to ensure that the Town will be able to properly cover expenditures as well as meet debt service obligation requirements for outstanding bonds

The Town had a consultant perform a full water/sewer cost of service study in 2019 and then revisited the same study in 2021 when the Town was awarded American Rescue Plan Act (A.R.P.A.) funds. The A.R.P.A. funds were used to fund the redundant waterline project and various inflow and infiltration of storm water projects; which enabled the Town to delay water rate increases and reduce the amount of annual sewer rate increases.

The table below shows the percentage of rate increase for water and sewer for the last 5 years:

	<u>Water</u>	<u>Sewer</u>
2020	N/A	3.5%
2021	2%	3.5%
2022	N/A	2.25%
2023	N/A	2.25%
2024	N/A	2.25%

The Town awarded a contract to Stantec Consulting in October 2024 to perform a water/sewer cost of service study. Stantec Consulting will be providing Council with the results of the cost of service study; along with recommendations for an annual increase of 3% in water rates and a 2.25% increase in sewer rates for FY2026-FY2030.

Budget/Funding: FY2026-FY2030 Water and Sewer Fund Sale Revenues

Staff Recommendation: Staff recommends Council to discuss any questions or concerns regarding the cost of service study and to approve necessary ordinance changes to have new water/sewer rates and system development fee charges become effective July 1, 2025 with the FY2026

In previous years, staff has brought necessary water and sewer ordinance revisions to Council for approval along with the annual appropriation ordinance for the upcoming budget. Staff recommends to follow same process as set forth in previous years and approve the necessary ordinance changes during the same Council meeting as the FY2026 appropriation ordinance for the annual budget.



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: March 10, 2025

Item# 04A

Agenda Item: Bid for Waterline Upgrades on N Royal Avenue, W 12th Street, and Cherry Street

Summary: Purchasing issued a solicitation for waterline upgrades to W. 12th Street, Cherry Street, and N. Royal Avenue, holding a public bid opening on February 12, 2025, and receiving seven (7) bids. The method of procurement was competitive sealed bidding per the VPPA guidelines, using eVA, the Commonwealth of Virginia's online procurement website.

The Water Maintenance Department currently has funds previously budgeted for these waterline upgrades.

Council is requested to approve a bid from the lowest responsive and responsible bidder, Greenridge Contractors, of Hagerstown, MD., for a firm fixed price in the amount of \$902,132.25.

Budget/Funding: Funding has been budgeted and is available for FY25 as follows:

9602-R47513	Water Maintenance - Waterline Upgrades	\$902,132.25
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Staff Recommendation: Staff recommends approving the award of contract as presented under the March 24th Consent Agenda



Town of Front Royal Public Works

MEMORANDUM

TO: Michelle Campbell, Manager of Purchasing

CC: B.J. Wilson, Director of Finance

FROM: Robert B Boyer, Public Works Director

DATE: March 3, 2025

SUBJECT: Recommendation to Award Waterline Upgrades to Greenridge Contractors Inc

The town recently received seven sealed bids for waterline upgrades on N. Royal Ave, Cherry St and W. 12th St. The lowest bidder was Greenridge Contractors Inc out of Hagerstown Maryland at a project cost of \$902,132.25. We spoke with four different references the contractor had provided from previous projects and each reference recommended Greenridge Contractors Inc and spoke highly of their work quality.

We recommend awarding this project to Greenridge Contractors Inc, we have the funding currently on PO# 30799 and PO# 31028 under waterline upgrades to cover the cost of the project.

If you have any questions or need any further information, please contact me at 540-692-4789.

Thank You.



Town of Front Royal, VA

BID TABULATION

IFB #1-2025 WATERLINE UPGRADES

BID OPENING DATE: 2/12/2025

BID OPENING TIME: 2:00 PM

	Snyder Environmental Services Inc. Kearneysville, WV	G.B. Foltz Contracting Inc. Mount Jackson, VA	Greenridge Contractors Inc. Hagerstown, MD	Bright Construction Group Fairfax, VA	Lantz Construction Co. Winchester, VA	A & M Concrete Corp. Sterling, VA	Muller Inc. Reston, VA
Description	Total Bid Price	Total Bid Price	Total Bid Price	Total Bid Price	Total Bid Price	Total Bid Price	Total Bid Price
Waterline Upgrades	\$ 1,389,936.00	\$ 1,643,512.63	\$ 902,132.25	\$ 2,878,300.00	\$ 1,248,372.27	\$ 1,349,737.00	\$ 1,283,660.00

*DENOTES NON-RESPONSIVE BID

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

Apparent Low Bidder: Greenridge Contractors Inc.

Prepared By: Michelle Campbell, VCA, VCO



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: March 10, 2025

Item#04B

Agenda Item: Transfer of Retired Bucket Truck to Warren County Public Schools

Summary: The Warren County Public Schools is requesting an asset transfer of a 1989 GMC C70 Bucket Truck that was retired by the Town's Department of Horticulture in February 2025. If transferred, the Bucket Truck would assist the Warren County Public Schools in their regular maintenance of parking lots, athletic fields & schools.

Budget/Funding: N/A

Staff Recommendation: Staff recommends approving the requested transfer of the retired bucket truck to Warren County Public Schools under the March 24th Consent Agenda.



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: March 10, 2025

Item# 04C

Agenda Item: First Amendment to Pole Attachment Agreement to Extend for a Period of Fifteen (15) Years a Mutual Agreement for the Attachment of Facilities to Town and to Brightspeed Owned Utility Poles

Summary: Council is asked to approve a mutual pole attachment agreement with Brightspeed, formerly Central Telephone Company of Virginia, for the attachment of facilities by one party to utility poles owned by the other party. The “new” agreement was necessitated by the looming expiration of the current agreement reaching the end of its twenty (20) year term. The agreement adds fifteen (15) years to the term, increases attachment rates, and amends other provisions.

Budget/Funding: N/A

Staff Recommendation: Staff recommends that Council approve the First Amendment to Pole Attachment Agreement, with the Town Manager to execute the agreement on behalf of the Town, as presented.

FIRST AMENDMENT TO POLE ATTACHMENT AGREEMENT

THIS FIRST AMENDMENT TO POLE ATTACHMENT AGREEMENT (“First Amendment”) is made and entered into this ____ day of _____, 2025, effective the 27th day of June 2025 (“First Amendment Effective Date”), by and between the TOWN OF FRONT ROYAL VIRGINIA a Municipal Corporation, (hereinafter called "Town") and BRIGHTSPEED OF VIRGINIA, LLC, a Virginia limited liability company, formerly CENTRAL TELEPHONE COMPANY OF VIRGINIA by Certificate of Conversion issued by the State Corporation Commission effective November 14, 2022, hereinafter Brightspeed, the Town and Brightspeed collectively referred to as "the parties" in this First Amendment.

RECITALS:

This First Amendment is intended to amend the Pole Attachment Agreement entered into by the Town and the Central Telephone Company of Virginia on the 27th day of June 2005, for a term of twenty (20) years (“Agreement”).

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions herein contained, the parties hereto mutually covenant and agree to the following amendments to the Agreement:

1. Wherever appearing, the terms and conditions are amended by replacing “Sprint” with “Brightspeed”.
2. The third sentence of section 5 is amended by replacing “twenty (20)” with “thirty (30)”.

3. As of the First Amendment Effective Date, “standard pole size” shall be defined as a “45 ft class 3 pole.” Such change shall be applied on a go-forward basis, meaning that poles placed prior to the First Amendment Effective Date shall be considered compliant.

4. Section 8 is amended by adding the following language: “Licensee shall be responsible for obtaining from the appropriate public and/or private authority or other appropriate persons any necessary franchise or other required authorization to construct, operate and/or maintain its facilities on public or private property before it occupies any portion of Owner’s poles. It is understood that any license granted hereunder does not constitute a franchise.”

5. Section 9 is amended by adding the following language:
“Beginning June 27, 2025, when Brightspeed is the Licensee it shall pay to Town a rental at the rate of TWENTY-SIX DOLLARS (\$26.00) per pole, per year, from the end of the twentieth (20th) year of the term of this Agreement through the twenty-fifth (25th) year. From the end of the twenty-fifth (25th) year through the end of the thirtieth (30th) year, the rental rate shall be TWENTY-EIGHT DOLLARS (\$28.00) per pole, per year. From the end of the thirtieth (30th) year through the end of the thirty-fifth (35th) year, the rental rate shall be THIRTY DOLLARS (\$30.00) per pole, per year.

When Town is the Licensee it shall pay to Brightspeed a rental rate of TWENTY-SEVEN and 00/100 DOLLARS (\$27.00) per pole, per year, from the end of the twentieth (20th) year of the term of this Agreement through the twenty-fifth (25th) year. From the end of the twenty-fifth (25th) year through the end of the thirtieth (30th) year, the rental rate shall be TWENTY-NINE and 00/100 DOLLARS (\$29.00) per pole, per year. From the end of the thirtieth (30th) year through the end of the thirty-fifth (35th) year, the rental rate shall be THIRTY-ONE and 00/100 DOLLARS (\$31.00) per pole, per year.”

Section 9 is further amended by replacing addresses with the following:

Brightspeed:

(Invoices)

717 McGilvary Street

Fayetteville, NC 28301

Attention: Mailroom, Joint Use

via email to the following address: bs_poleall@brightspeed.com

(Notices)

Attn: Joint Use

1120 South Tryon Street, 7th Floor

Charlotte, NC 28202

Town:

Town Manager

102 E. Main Street

P. O. Box 1560

Front Royal, VA 22630

6. Section 10 is amended by replacing paragraph “C)” with the following:

“C) Brightspeed shall notify the Town of the need for such replacement after which the Town shall within twenty (20) business days replace the said pole, re-locate the Town's lines and facilities, and notify Brightspeed of such installation. Brightspeed shall then, within thirty (30) business days, relocate its lines and facilities to the new pole and remove the old pole. In recognition of the value of the Town's installation of said replacement poles for Brightspeed, Brightspeed shall pay to the Town a replacement fee calculated based on reasonable time and materials in the industry.”

7. Section 21 is amended by replacing “twenty (20) years” with “thirty-five (35) years”.

8. All terms and conditions contained in the Agreement not specifically amended by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be
duly executed and effective on the dates above written, all by due authority.

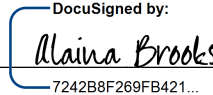
TOWN OF FRONT ROYAL, VIRGINIA

Signed: _____

Name: _____

Title: _____

BRIGHTSPEED OF VIRGINIA, LLC

Signed:  _____
7242B8F269FB421...

Name: Alaina Brooks

Title: Director, Pole Programs

APPROVED AS TO FORM:

Town Attorney

POLE ATTACHMENT AGREEMENT

THIS AGREEMENT is made and entered into this 27 day of June, 2005, by and between the **TOWN OF FRONT ROYAL, VIRGINIA**, a Municipal Corporation, (hereinafter called "Town") and **THE CENTRAL TELEPHONE COMPANY OF VIRGINIA**, a Virginia corporation, also known as **SPRINT**, (hereinafter called "Sprint"), the Town and Sprint collectively referred to as "the parties" in this Agreement.

RECITALS:

A. The parties have attached and will in the future attach certain equipment including but not limited to telephone transmission cable and other such related equipment to certain poles owned by one another. The attaching party will be referred to as "Licensee."

B. The parties are willing to permit, to the extent that they may lawfully do so, the attachment of such cables, wires, and appliances to its poles where in the judgment of the party owning the pole ("Owner") such use will not interfere with its own service requirements, including considerations of economy and safety.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions herein contained, the parties hereto mutually covenant and agree as follows:

1. Before making attachment to any pole or poles of Owner, Licensee shall make application and receive a permit therefore in the form of Exhibit "A", attached

hereto and made a part hereof. All attachments made prior to the date of this Agreement will be considered valid permitted attachments.

2. It is understood by Licensee that Owner has heretofore entered into, and may in the future enter into, contractual agreement with parties for the joint use of its poles. Therefore, any application submitted by Licensee under the terms of this Agreement and any license granted by Owner shall be subject to the attachments rights which may be exercised by such other parties under joint use agreements.

3. Owner shall permit the joint use of its poles and conduits located in the Public Ways by utilities and by Licensee or other governmental entities to the extent lawful and reasonably practicable and upon payment of a reasonable fee as set forth herein.

4. Licensee'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 Owner reserves the right to limit the number and character of attachments on any pole or poles. Licensee shall not attach to or otherwise use the existing facilities of the Owner other than the pole itself, including cross-arms, brackets, guys, anchors, etc., without prior written consent of the Owner.

5. Licensee shall, at its own expense, make and maintain said 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 Owner 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. Owner shall keep the poles in safe condition, in thorough repair and so they will not

conflict with the use of said poles by Licensee. Licensee shall at any time, upon twenty (20) working days' notice from Owner, 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 Owner at Owner's expense; provided however, that in cases of emergency, Owner may arrange to re-locate, replace, or renew the facilities placed on said poles by Licensee, 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 re-location of said poles, the facilities thereon, or which may be placed thereon, or for the service needs of Owner, and Licensee shall, on demand, reimburse Owner for the actual reasonable expense thereby incurred.

6. In the event that any pole or poles of Owner to which Licensee desires to make attachments are inadequate to support the additional facilities of Licensee in accordance with the aforesaid specifications, Owner will indicate on said Exhibit "A" 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 in the case of a smaller stub pole which serves a limited number of customers on a spur line, to Licensee and return it to Licensee. If Licensee still desires to make the attachments and returns the Exhibit marked to so indicate, Owner will replace such inadequate poles with suitable poles of standard pole size, and Licensee will reimburse Owner the increased cost of the standard pole size (but if Owner requires a pole larger than the standard pole size then the Owner 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 Owner's facilities from the old to the new

poles. Where Licensee's desired attachments can be accommodated on present poles of Owner by re-arranging Owner's and others' facilities thereon, Licensee will on demand compensate Owner for the full actual reasonable expense incurred in completing such rearrangements. Any strengthening of poles (guying) required to accommodate the attachments of Licensee shall be provided by and at the expense of Licensee.

In the event that the Owner elects to place its electric service underground, thus removing the poles on which Licensee has attachments of facilities, Licensee will have no claim against the Owner for the removal of the pole, Licensee shall have the option to purchase the pole from Owner or place its lines underground, and any placement of Licensee's facilities underground shall be at the sole cost and expense of Licensee.

7. Owner 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 enable it to fulfill its own service requirements, but in accordance with the specifications hereinbefore referred to. Owner shall not be liable, except for gross negligence or willful misconduct in which case the Owner will be liable, to Licensee for any interruption to service of Licensee or for interference with the operation of the cables, wires, and appliances of Licensee arising in any manner out of the use of Owner's poles hereunder. Owner will trim trees and clear rights-of-way to protect its facilities, but does not guarantee Licensee tree clearance of clear rights-of-way for installation, access to, or maintenance of Licensee's facilities.

8. Owner will cooperate as far as may be practicable in obtaining rights of way for Licensee on its poles. Owner hereby grants to the extent it has authority to do so, easement rights to Licensee to occupy the poles. Owner will provide written

notice to Licensee in the instance Owner was not able to acquire rights of way for Licensee on a pole of Owner's that Licensee plans to put attachments on. In such instance Licensee 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 Owner which it desires to use, and will hold Owner harmless from any claims for damage of liability whatever nature arising out of failure of Licensee to secure such consents, franchises, or other certificates of convenience and necessity as may be lawfully required.

9. When Sprint is the Licensee it shall pay to Town for attachments made to poles owned by the Town under this Agreement a rental at the rate of **FOURTEEN DOLLARS (\$14.00)** per pole, per year, for the first ten (10) years of the term of this Agreement. From the end of the tenth (10th) year through the end of the fifteenth (15th) year the rental rate shall be **SIXTEEN DOLLARS (\$16.00)** per pole, per year. From the end of the fifteenth (15th) year through the end of the twentieth (20th) year the rental rate shall be **EIGHTEEN DOLLARS (\$18.00)** per pole, per year.

When the Town is the Licensee it shall pay to Sprint for attachments made to poles owned by Sprint under this Agreement a rental at the rate of **FIFTEEN DOLLARS AND FIFTY CENTS (\$15.50)** per pole, per year, for the first ten (10) years of the term of this Agreement. From the end of the tenth (10th) year through the end of the fifteenth (15th) year the rental rate shall be **SEVENTEEN DOLLARS AND FIFTY CENTS (\$17.50)** per pole, per year. From the end of the fifteenth (15th) year through the end of the twentieth (20th) year the rental rate shall be **NINETEEN DOLLARS AND FIFTY CENTS (\$19.50)** per pole, per year.

Rental payments shall be based on the following determinations of pole usage:

Ownership of jointly-used poles shall be determined by a field survey of the joint poles used by the parties pursuant to this Agreement conducted by the Town at intervals of three (3) years. The Town last conducted a field survey of poles in January 2004 and that field survey shall be the basis of annual fee determinations through January 2007. Payments shall be due and payable within thirty (30) days of receipt of billing. The annual payment for any year in which a field survey of poles is conducted shall be based on that year's survey.

Annual payments for years between field surveys shall be based on the preceding survey. Upon completion of every field survey during the term of this Agreement, the number of jointly-used poles so determined shall be compared with the number of poles from the preceding survey, and shall be pro-rated for the years between. Over-payments or under-payments thus computed shall be deducted from or added to the annual payment due in the field survey year.

The parties each own and maintain their own poles to which they attach their equipment and lines. As of January 14, 2004, Sprint's lines and facilities are attached to 2,030 of Town's utility poles and Town's lines and facilities are attached to 927 of Sprint's utility poles.

The party owning the least number of jointly-used poles ("Junior Owner") shall make annual payment to the other party ("Senior Owner") in the annual payment rate per pole prescribed above multiplied by the number of poles by which Junior Owner's use of Senior Owner's poles exceed the number of poles Senior Owner uses of Junior Owner's poles (the pole differential). For the year beginning with the execution of this Agreement the pole differential is 1,105 poles in favor of the

Town. For the year beginning with the execution of this Agreement Sprint shall pay the Town for the pole differential of 1,105 of the Town's poles at the per pole rate prescribed above.

When the Town is the Senior Owner, the Town will send the invoice to Sprint for the annual pole rental due under this Agreement to the following address:

Sprint Supplier Disbursements
Attention - LTD JOINT USE Cost Center 04879
KSOPHW0318
P. O. Box 7977
Overland Park, KS 66207-0977

When Sprint is the Senior Owner, Sprint will send the invoice to the Town for the annual pole rental due under this Agreement to the following address:

Town Manager
16 N. Royal Avenue
P. O. Box 1560
Front Royal, VA 22630

In addition to the foregoing terms of rent and annual payment, Sprint shall be required to supply at Sprint's sole expense to the Town of Front Royal the following additional telemetry lines for use by the Town's utility department, to-wit:

- a. Telemetry line (lease line # 5502) – From Depot Avenue effluent outflow to sewage treatment plant
- b. Telemetry line (lease line # 5591) – From Crooked Run facility to sewage treatment plant
- c. Telemetry line (lease line # 5592) – From Riverton pumping station to sewage treatment plant
- d. Telemetry line (lease line # 5694) – Between Route 2 water tank and the water filtration plant

- e. Telemetry line (lease line # 5943) – Between water filtration plant/
Jamestown pumping station and Jamestown pumping station/and
new water tank
- f. Telemetry line (lease line # 328) – From water filtration plant to Town
Electric Department

10. Sprint does not now install new poles to replace its existing poles upon which Town's electric lines and equipment are located when such poles reach the end of their use. During the term of this Agreement, whenever it becomes necessary to replace a pole owned by Sprint to which the Town's electric lines and equipment are attached, replacement shall be accomplished by one of the following means, but in all cases replacement poles replacing poles owned by Sprint will be owned by Sprint and Sprint will tag them as Sprint owned poles regardless of which party performs the replacement (It is the practice of the parties that in the event the Town replaces one of Sprint's poles with a Town stock pole, the pole becomes property of Sprint, but Sprint delivers to the Town a replacement stock pole. This practice shall continue):

- A) Sprint shall notify Town of the need for such replacement 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 Sprint in writing, by certified mail, return receipt requested, of the placement of the replacement pole. Within twenty (20) business days after Sprint's receipt of such notification, Sprint 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 Sprint's facilities and Sprint will reimburse the Town for its actual reasonable costs incurred; or
- B) Sprint shall notify the Town of the need for such replacement and shall, at Sprint's sole expense and within a reasonable time, obtain and install a replacement pole. Sprint then shall notify the Town in writing, by certified mail, return receipt requested, of the placement of the replacement pole. Within twenty (20) business days after Town's receipt

of such notification, Town shall transfer its lines and facilities from the old pole to the replacement pole at the Town's sole expense; or

- C) Sprint shall notify the Town of the need for such replacement and shall obtain a pole at Sprint's sole expense, place the pole next to the location at which it is to be installed, and dig the hole into which the pole shall be installed. Sprint shall then notify the Town of such preparations after which the Town shall within ten (10) business days install and emplace the said pole, re-locate the Town's lines and facilities, and notify Sprint of such installation. Sprint shall then, within twenty (20) business days, re-locate its lines and facilities to the new pole and remove the old pole. In recognition of the value of the Town's installation of said replacement poles for Sprint, during the first five (5) years of this Agreement, Sprint shall pay to the Town an installation fee of three hundred dollars (\$300.00) for each pole installed. From the end of the fifth year through the end of the tenth year of this Agreement, the installation fee shall be three hundred thirty dollars (\$330.00). From the end of the tenth year to the end of the fifteenth year of this Agreement, the installation fee shall be three hundred sixty-five dollars (\$365.00). From the end of the fifteenth year through the end of the twentieth year of this Agreement, the installation fee shall be four hundred dollars (\$400.00).

11. Licensee 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 Licensee's attachments to Owner's poles. However, Owner shall not be considered in any way responsible for the adequacy or inadequacy of such precautions of Licensee.

12. Subject to Applicable Law, each party shall indemnify, protect, and save harmless the other party to the extent permitted by Virginia law from and against any and all losses, claims, demands, and expenses, including attorney's fees, for damages to property and injury or death to persons, including payments made under any worker's compensation law or under any plan for employees' disability and death benefits arising out of, resulting from, or in any manner caused by the installation, presence, use, maintenance, or removal of said attachments or by the proximity of the respective cables, wires, apparatus, and appliances of the parties hereto, or by any

negligence or willful misconduct of Licensee on or in the vicinity of Owner's poles. Each party as Licensee, at its sole cost and expense, shall carry insurance to protect the parties hereto from and against claims, demands, actions, judgments, costs, expenses and liabilities (collectively, "claims") which may arise or result, directly or indirectly, from or by reason of such loss, injury, or damage. The amounts of such insurance against liability due to bodily injury and/or property damage shall be FOUR MILLION DOLLARS (\$4,000,000.00) combined single limit per occurrence and aggregate. Licensee shall also carry such insurance as will protect it from all claims under workers' compensation laws in effect that may be applicable to it. All insurance required shall remain in force for the entire life of this Agreement, and the company or companies issuing such insurance shall be companies authorized to do business in Virginia. Licensee shall submit to Owner certificates by each company insuring Licensee to the effect that it has insured Licensee for liabilities of Licensee under this Agreement and that it will not cancel any policy of insurance issued to Licensee except after thirty (30) days' notice to Owner. Licensee's indemnity obligation hereunder will in no event extend to claims to the extent caused by or results from the negligence or willful misconduct of the party seeking indemnification.

13. Licensee may at any time remove its attachments from any pole or poles of Owner but shall immediately give Owner written notice of such removal in the form of Exhibit "A" attached hereto and made a part hereof. No refund of any rental will be due on account of such removal.

14. Upon written notice from Owner to Licensee that the use of any pole or poles is forbidden by state, county, or municipal authorities, or property owners, the permit covering the use of such pole or poles shall immediately terminate and the cables, wires, and appliances of Licensee shall be removed or such rights re-

established as soon as reasonable practicable by Licensee from the affected pole or poles.

15. If either party shall fail to comply with any of the provisions of this Agreement including the specifications hereinbefore referred to, or default in any of its obligations under this Agreement ("defaulting party") and shall fail within thirty (30) days after written notice from the other party not in default ("non-defaulting party") to correct such default or non-compliance, the non-defaulting party may, at its option, forthwith terminate this Agreement and be of no further force and effect insofar as the making of attachments to additional poles or terminate the permit covering the poles as to which such default or non-compliance shall have occurred and in addition, the defaulting party shall promptly remove its cable, wires and appliances with respect to such poles at its sole expense. All other terms and provisions of this Agreement shall remain in full force and effect solely and only for the purpose of governing and controlling the rights and obligations of the parties with respect to existing joint use poles with attachments from either party. In case of such termination, no proportionate refund of prepaid rentals shall be made. However, provided, if the default cannot be reasonable cured within thirty (30) days and the defaulting party is acting with reasonable diligence to cure the default, the non-defaulting party may not terminate this Agreement or a permit so long as the defaulting party continues to proceed with diligence toward curing the default.

16. Except as otherwise provided, bills rendered under this Agreement shall be payable within thirty (30) days after the receipt of the billing unless otherwise disputed in writing. Non-payment of undisputed bills shall constitute a default of this Agreement.

17. Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

18. Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by Owner, by contract or otherwise, to others not parties to this Agreement to use any poles covered by this Agreement, and Owner shall have the right to continue and extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such existing contracts and arrangements and renewals and extensions thereof.

19. The parties shall not assign, transfer or sublet the privileges granted without the prior written consent of the other party; provided, however, that the parties shall have the right to sublease or assign their rights under this Agreement to any parent, subsidiaries, affiliates or successor legal entities by merger, to any entity acquiring substantially all of the assets of such party or to any subsidiary or affiliate of such party, upon reasonable notice to but without consent of the other party.

20. No use, however extended, of Owner's poles under this Agreement shall create or vest in Licensee any ownership or property rights in said poles, but Licensee's rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel Owner to maintain any of said poles for a period longer than demanded by its own service requirements.

21. This Agreement shall become effective upon its execution and if not terminated in accordance with the provisions of Section 15 shall continue in effect for a term of twenty (20) years. Upon termination of the Agreement in accordance with any of its terms, this Agreement shall be of no further force and effect insofar as the

making of attachments to additional poles. All other terms and provisions of this Agreement shall remain in full force and effect solely and only for the purpose of governing and controlling the rights and obligations of the parties with respect to existing joint use poles with attachments from either party. In case of such termination, no proportionate refund of prepaid rentals shall be made. However, provided, if the parties cannot be resolve their differences within thirty (30) days and the terminated party is acting with reasonable diligence to cure the reasons for termination, the other party may not terminate this Agreement or a permit so long as the terminated party continues to proceed with diligence toward curing the reasons for termination. If not so removed, Owner shall have the right to remove them at the cost and expense of the Licensee and without any liability therefore. If, however, the insurance carrier shall notify Owner that policy or policies of insurance, as provided under Section 10 hereof, will be canceled, then this Agreement shall cease and terminate upon the effective date of such notification.

22. Licensee shall, if required by Owner, furnish bond or satisfactory evidence of contractual insurance coverage in such amount as Owner shall from time to time prescribe to guarantee the payment of any sums which may become due to Owner for rentals or for work performed for the benefit of Licensee under this Agreement, including the removal of attachments upon termination of this Agreement by any of its provisions.

23. Owner, because of the importance of its service, reserves the right to inspect each new installation of Licensee on its poles and in the vicinity of its lines or appliances and to make periodic inspections, semi-annually, or as often as conditions may warrant, of Licensee's attachments, and Licensee shall, on demand, reimburse Owner for its actual reasonable expenses directly related to the inspections of

Licensee's attachments. Such inspections, made or not, shall not operate to relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement. Should such inspections reveal any unauthorized attachments, Licensee shall pay to Owner rental as specified in Paragraph 8 for the relevant years, retroactive to the date of the last inspection or five (5) years back, whichever is less. In the event Owner has cited Licensee as having an unauthorized attachment or a NESC violation but which Licensee through further investigation determines either a) the unauthorized attachment is not that of Licensee, or b) Licensee has an approved permit for such attachment, or c) is not in violation of NESC, then Owner shall reimburse Licensee a reimbursement fee of actual reasonable costs incurred by Licensee in investigating such matter which shall include labor costs.

24. Any contractors performing work for Licensee under this Agreement shall carry such insurance and in such amounts as required of Licensee under Section 10 of this Agreement.

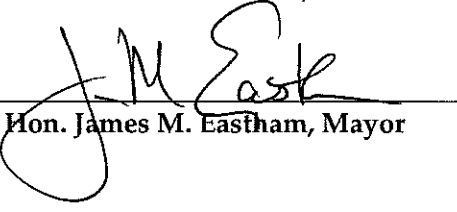
25. Subject to the provisions of Section 19 hereof, this Agreement shall extend to and bind the successors and assigns of the parties hereto.

26. This Agreement shall be governed and interpreted in accordance with the laws of the Commonwealth of Virginia.

27. Applicable Law, as used in this Agreement, means 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to
be duly executed the date and year first above written, all by due authority.

TOWN OF FRONT ROYAL, VIRGINIA

BY: 

Hon. James M. Eastham, Mayor

ATTEST:


Tina L. Presley
Acting Clerk of Council

CENTRAL TELEPHONE COMPANY OF VIRGINIA

BY: 

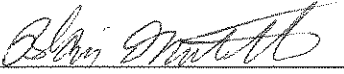
from 2-21-05
Name: Michael Seitz

Title: Vice President National Customer Service

ATTEST:


General Manager - National Customer Services
(Title)

APPROVED AS TO FORM AND LEGALITY:


Blair D. Mitchell, Town Attorney

Date: 7 / 6 / 2005

EXHIBIT "A"

Engineering Department

No: _____

Town of Front Royal, Virginia
Electrical Services

Date: _____

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

[] Sketch Attached

Pole Nos.

Location

CENTRAL TELEPHONE COMPANY
OF VIRGINIA

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 (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 Granted: _____, 20____ Permit Accepted: _____, 20____

TOWN OF FRONT ROYAL, VIRGINIA

**CENTRAL TELPEHONE COMPANY
OF VIRGINIA**

By: _____ By: _____



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: March 10, 2025

Item# 05A

Agenda Item: Lease Agreement for the Lease of Town-Owned Property Located in the Peyton Street Parking Area

Summary: The Town is asked to lease space located in the Peyton Street Parking Area to two “Class III” commercial businesses located within the Main Street Solid Waste Service Area (“MSSWSA”) wishing to “opt out” of Town solid waste collection, as permitted by Town Code, to provide space for the placement of private solid waste containers and related facilities.

Budget/Funding: N/A

Staff Recommendation: Staff recommends that Council provide the two businesses with the requested solid waste container space pursuant to an executed lease agreement following a required public hearing, with the Town Manager to execute the lease on behalf of the Town, as presented.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into and made effective the 1st day of April, 2025, by and between the **TOWN OF FRONT ROYAL, VIRGINIA**, a municipal corporation, hereinafter referred to as the "Town", and **ON CUE SPORTS AND BILLIARDS LLC and FRONT ROYAL BREWING CO., LLC**, Virginia limited liability companies, hereinafter referred to as the "Lessees".

WITNESSETH:

WHEREAS, the Lessees are operators of businesses known as **On Cue Sports Bar and Grill** and **Vibrissa Beer**, operating from 206 and 122 E. Main Street, respectively, in the Town of Front Royal, and,

WHEREAS, Lessees' businesses are currently classified as Class III commercial solid waste collection customers located in the Main Street Solid Waste Service Area ("MSSWSA"), as defined in Town Code §85-3(B), a distinct service area necessitated by physical space limitations in the downtown Main Street area for placement of standard Town solid waste containers, and,

WHEREAS, Lessees wish to "opt out" of Town solid waste collection in favor of private garbage collection pursuant to Town Code §85-3(E), and,

WHEREAS, Lessees, because of the space limitations in the MSSWSA, require the exclusive use and possession of a specific area of Town property for placement of private solid waste containers and related facilities, and,

WHEREAS, the Town desires to lease to Lessees a parcel of land located in the Peyton Street Parking Area and currently used for the placement of two

(2) eight-yard, rear load, solid waste containers and a 200 gallon free-standing grease trap, along with related 4" raised concrete pad and securable, 8' wood screened enclosure to be used by Lessees for placement of private solid waste containers and related facilities.

NOW THEREFORE, in consideration of the sum of **ONE AND NO/100 DOLLARS (\$1.00) per annum**, paid by the Lessees to the Town, the parties do hereby agree as follows:

1. PREMISES - The Town agrees to lease to the Lessees the premises more particularly identified in a recorded plat of survey titled "Boundary Line Adjustment Between Tax Map 20A8-4 Parcels 23 and 29", dated January 29, 2019, prepared by Joseph G. Brogan, Jr., a copy of which is attached hereto as "Exhibit A" and made part hereof, for the exclusive use of Lessees unless otherwise stated herein. Lessees acknowledge that the premises is shown on the plat as lying in the northeast corner, adjacent to the "loading dock", with notations such as "conc. curb", "conc. pad", and "privacy fence" ("Premises"). Lessees further acknowledges that this Lease is prepared without benefit of a title examination to confirm ownership of the Premises by Town, and that Town makes no representation that it is the title holder in fee simple to the entire premises, or that it holds title to the Premises free and clear of the rights of third parties.

2. TERM OF LEASE - The term of the Lease is for a period of **FIVE (5) years**, commencing on the **1st day of April, 2025**, and ending on the **31st**

day of March, 2030 ("Term") unless earlier terminated according to the terms hereof.

3. PAYMENT OF RENT - Lessees shall pay to Town an annual rental payment of one dollar (\$1.00). The rental payment shall be paid in advance beginning with the commencement of the Lease, and on an annual basis thereafter on the anniversary date of the Lease for the remainder of term of this Lease.

4. CONTROL OF PREMISES - The Lessees shall be solely responsible for enforcing the possessory rights conveyed hereby and for lawfully preventing unauthorized use of the Premises. Lessees shall together have exclusive possession of the Premises as to third parties and non-exclusive possession as to each other. Lessees shall comply with all applicable provisions of the Code of the Town of Front Royal, Virginia with respect to the Premises.

5. HOLD HARMLESS - The Lessees hereby agree to hold the Town harmless from any liability pertaining to its use and/or occupancy of the Premises and will include Town as additional insured on business premises liability coverage.

6. USE OF PREMISES - The purpose of this Lease is to provide a suitable location for placement and use of private solid waste containers and related facilities. The Premises will not be put to any other use. The Lessees shall not assign this Lease or sublet the Premises. The Lessee shall not permit or allow any dangerous practice or hazardous condition to occur on

the premises, shall not violate any State, Federal, or local law concerning the use of the Premises, or permit any illegal activity to occur thereon. The Lessees shall not create or allow any nuisance to be or remain upon the Premises.

7. ALTERATIONS OR IMPROVEMENTS - Any alterations, additions, or improvements to the Premises shall not be permitted without the written consent of the Town Manager. Any permitted alterations, additions, or improvements shall be performed at the sole expense of the Lessees by reputable workmen and contractors approved by the Town Manager. All permitted alterations, additions, or improvements to the Premises shall be and remain the sole property of the Town of Front Royal.

8. MAINTENANCE - The Lessees shall maintain the Premises in a clean and safe condition. The Lessee shall surrender the Premises to the Town at the conclusion of the Lease in the same condition and repair as existed at the commencement of the Lease. The Lessees accept the property "**as is**". It is specifically understood that the Town has no obligation to the Lessees to make any repairs, improvements, or replacements whatsoever to the Premises during the period of the Lease. The Town does not warrant or guarantee as to the suitability of the Premises for any particular purpose.

9. TERMINATION - This Lease shall terminate at the end of the Term, or the end of any written agreed extension thereof. This Lease shall terminate immediately upon the failure of one or both Lessees to a) maintain valid Town business licenses or b) submit to the Finance Director of the Town on a

quarterly basis proof of a valid written contract in effect with a private garbage collection business providing Lessees with solid waste collection and disposal services at the Premises. For the purposes of this Lease, all notices shall be made in writing and shall be delivered by first class mail to the parties at the addresses stated herein, to-wit:

**TOWN OF FRONT ROYAL
c/o Front Royal Town Manager
102 E. Main Street
Front Royal, Virginia 22630
540-635-8007**

**ON CUE SPORTS AND BILLIARDS LLC
460 South Commerce Ave, Suite A
Front Royal, VA, 22630**

**FRONT ROYAL BREWING CO., LLC
860 Fiery Run Road
Linden, VA, 22642**

In the event that public necessity requires an immediate recovery of the premises by the Town, and the Lessees are unable to remove its personal property from the premises, the parties shall agree as to reasonable compensation to be paid to the Lessees by the Town for any loss. Except as provided herein, any personal property which remains upon the premises upon termination or expiration of the Lease shall become the sole property of the Town.

10. INTERPRETATION - The interpretation of the provisions of this Lease shall be in accordance with the laws of the Commonwealth of Virginia.

11. MODIFICATION AND EXTENSIONS - Modification of the terms and conditions of this Lease and extensions or renewals of this Lease shall not

be permitted unless agreed to in writing and executed with the same formality as this Lease. This Lease may be extended for up to three (3) additional five (5) year terms upon the written request of the Lessees and the written consent of the Lessor given at least thirty (30) days prior to the end of each five (5) year term.

GIVEN under our hands this ____ day of _____, 2025.

LESSOR:
TOWN OF FRONT ROYAL, VIRGINIA

By: _____
_____, Town Manager

LESSEE:
ON CUE SPORTS AND BILLIARDS LLC

By: _____
Cole Hasse, Manager

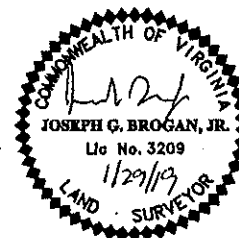
LESSEE:
FRONT ROYAL BREWING CO., LLC

By: _____
Kerry Barnhart, Manager

APPROVED AS TO FORM:

George M. Sonnett, Jr.
Assistant Town Attorney

PER INST. # 040002428
SCALE 1" = 20'





CLOSED MEETING AGENDA STATEMENT

Meeting Date: March 10, 2025

Item# 06

MOTION ON TO GO INTO CLOSED MEETING

[to be approved by affirmative recorded vote, with motion set forth in detail in the minutes. Council may take action in open session following closed meeting].

I move that Town Council convene a closed meeting, pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purpose:

- 1) pursuant to §2.2-3711(A)(1) of the Code of Virginia, for the discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body, more specifically, the Town Manager position; and,
- 2) pursuant to Section 2.2-3711(A)(8) of the Code of Virginia, for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, more specifically, the insolvency and disposition of assets of the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia; and,

Motion to Certify Closed Meeting at its Conclusion

[At the conclusion of the Closed Meeting, immediately re-convene in open meeting and take a roll call vote on the following:]

I move that Council certify that to the best of each member's knowledge, as recognized by each Council member's affirmative vote, that only such public business matters lawfully exempted from Open Meeting requirements under the Virginia Freedom of Information Act as were identified in the motion by which the Closed Meeting was convened were heard, discussed or considered in the Closed Meeting by Council, and that the vote of each individual member of Council be taken by roll call and recorded and included in the minutes of the meeting of Town Council.

Moved _____ Seconded _____

Wood _____ Veitenthal _____ Sealock _____ Rappaport _____ Ingram _____ DeDomenico-Payne _____