



TOWN COUNCIL REGULAR WORK SESSION

MONDAY, June 9, 2025 @ 7:00PM

Town Hall Conference Room

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

1. Roll Call
2. ACTION ITEM – Adoption of Annual Appropriation Ordinance (Budget) for Fiscal Year 2025 - 2026.
3. NEW BUSINESS
 - A. Electric Cost of Service Analysis, Rate Study & 5-Year Cash Requirements Projection – *Michelle Campbell*
 - B. An Ordinance Amending/Re-Ordaining a Franchise Granted to Brightspeed of Virginia, LLC – *G Sonnett*
4. UNFINISHED BUSINESS
 - A. Town of Front Royal Farm Property– *Joe Petty*
 - B. Request for Reimbursement of SUP Application Fee from Divinum Auxulium Academy – *Joe Petty*
5. 2025-2028 Strategic Plan – Goals Action Items Review (No Coversheet) – Mayor Cockrell
6. ADJOURN



REGULAR WORK SESSION ACTION AGENDA STATEMENT

Meeting Date: June 9, 2025

Item# 02

Agenda Item: Adoption of Annual Appropriation Ordinance (Budget) for Fiscal Year 2025 - 2026

Summary: Council is requested to approve and adopt the Annual Appropriation Ordinances for the fiscal year July 1, 2025 to June 30, 2026 as presented. Pursuant to §15.2-2503 of the Code of Virginia, and the Code of the Town of Front Royal, the Town must adopt a budget for fiscal year 2025-2026 before July 1, 2025. On May 27, 2025 the Council conducted a required public hearing for citizen comments on the proposed budget, in accordance with §15.2-2506 of the Code of Virginia.

Budget/Funding: None

Meetings: Work Sessions held April 7, April 14 and May 5, 2025. Public Hearing held May 27, 2025

Proposed Motion: I move that Council approve and adopt the Annual Appropriation Ordinance (Budget) for Fiscal Year July 1, 2025 to June 30, 2026 as presented.

Moved _____ *Seconded* _____

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

ANNUAL APPROPRIATION ORDINANCE OF THE TOWN OF FRONT ROYAL, VIRGINIA FOR THE FISCAL YEAR ENDING JUNE 30, 2026 TO MAKE APPROPRIATIONS OF SUMS OF MONEY FOR ALL NECESSARY EXPENDITURES, TO PRESCRIBE THE PROVISOS, TERMS, CONDITIONS, AND PROVISIONS WITH RESPECT TO THE TERMS OF APPROPRIATION AND THEIR PAYMENTS, AND TO REPEAL ALL ORDINANCES WHOLLY IN CONFLICT WITH THIS ORDINANCE AND ALL PARTS OF ALL ORDINANCES INCONSISTENT WITH THIS ORDINANCE TO THE EXTENT OF SUCH INCONSISTENCY.

WHEREAS, under §15.2-2503 of the Code of Virginia, and pursuant to The Code of the Town of Front Royal, Virginia, the Town of Front Royal (the “Town”) must adopt a budget for fiscal year 2025-2026 before July 1, 2025; and,

WHEREAS, on _____ 2025, the Town Council of the Town (the “Council”) conducted a public hearing for citizen comment on the proposed budget after publication of a budget synopsis in accordance with §15.2-2506 of the Code of Virginia; and,

WHEREAS, at least seven days have elapsed since that public hearing; and,

WHEREAS, the Council is of the opinion that the proposed budget should be adopted; and,

NOW, THEREFORE, BE IT ORDAINED by the Council of the Town of Front Royal, Virginia that the following sums of money are hereby appropriated for the general government purposes herein specified for the fiscal year ending June 30, 2026.

GENERAL FUND EXPENDITURES

General Government	731,170
Financial Administration	1,152,845
Legal	501,125
Law Enforcement Services	6,875,265
General Property Maintenance	1,563,610
Planning & Zoning	700,750
Community Development/Special Events/Tourism	464,375
Risk Management/Insurance	1,159,795
Economic Development	68,070
Information Technology	971,235
Transfers/Debt Services/Contingency Reserve	1,125,810
TOTAL GENERAL FUND EXPENDITURES	15,314,050

STREET FUND EXPENDITURES

Public Works	619,850
State Highway Maintenance System	2,930,005
TOTAL STREET FUND EXPENDITURES	3,549,855

SPECIAL REVENUE FUND

Community Development Projects	153,370
Asset Forfeiture	12,000
TOTAL SPECIAL REVENUE FUND EXPENDITURES	165,370

and the following sums of money are hereby appropriated for the enterprise operations specified for the year ending June 30, 2026.

ELECTRIC FUND EXPENDITURES

Operations	3,151,015
Purchase of Bulk Electricity	17,641,720
Transfer to General Fund	1,960,000
TOTAL ELECTRIC FUND EXPENDITURES	22,752,735

WATER FUND EXPENDITURES

Administrative Office	193,750
Water Plant Operations	2,663,280
Maintenance of Lines	1,361,235
Meter Reading	124,770
Debt Service	965,060
Contingency & Transfers to Other Funds	673,585
TOTAL WATER FUND EXPENDITURES	5,981,680

SEWER FUND EXPENDITURES

Administrative Office	191,380
Wastewater Treatment Plant Operations	3,014,555
Maintenance of Lines	1,117,885
Debt Service	1,968,880
Contingency and Transfers to Other Funds	781,930
TOTAL SEWER FUND EXPENDITURES	7,074,630

REFUSE FUND EXPENDITURES

Operations	1,775,965
Contingency and Transfer to General Fund	145,000
TOTAL REFUSE FUND EXPENDITURES	1,920,965

TOTAL ALL FUNDS EXPENDITURES **56,759,285**

REVENUES TO BE PROVIDED AS FOLLOWS
GENERAL FUND

Real Estate Property Tax	1,688,060
Public Service Property Tax & Tax Penalties	76,150
Personal Property Tax	823,205
Other Local Taxes	7,868,310
Permits and Fees	50,565
Fines and Forfeitures	577,315
Revenue from Use of Money and Property	286,625
Public Rights-of-Way Use Fee	3,415
Intergovernmental	676,890
Interfund Transfers:	
Electric Fund	1,960,000
Water Fund	480,000
Sewer Fund	575,000
Refuse Fund	145,000
Miscellaneous Receipts	103,515
TOTAL GENERAL FUND REVENUE	15,314,050

STREET FUND

State Highway Maintenance Funds	2,843,660
Revenue from Use of Money and Property	134,585
Transfers from General Fund	571,610
TOTAL STREET FUND REVENUE	3,549,855

SPECIAL REVENUE FUND

Asset Forfeiture Grant Funding	12,000
Community Development	153,370
TOTAL SPECIAL REVENUE FUND	165,370

ELECTRIC FUND

Revenue from Use of Money & Property	411,450
Connection Fee	315,000
Sale of Service	21,993,985
Miscellaneous Receipts	32,300
TOTAL ELECTRIC FUND REVENUE	22,752,735

WATER FUND

Revenue from Use of Money and Property	327,660
Antenna Rentals	84,720
Sale of Service and Commodities	5,301,340
System Development Fees/Connection Fees	267,960
TOTAL WATER FUND REVENUE	5,981,680

SEWER FUND

Revenue from Use of Money and Property	307,660
Sale of Service and Commodities	6,217,310
System Development Fees/Connection Fees	423,160
Miscellaneous Receipts	126,500
TOTAL SEWER FUND REVENUE	7,074,630

REFUSE FUND

Revenue from Use of Money and Property	134,460
Sale of Services/Bags/Other	1,786,505
TOTAL REFUSE FUNDS REVENUES	1,920,965

TOTAL ALL FUNDS REVENUES **56,759,285**

This ordinance shall become effective July 1, 2025.

APPROVED:

Lori A. Cockrell, Mayor

ATTEST:

Tina L. Presley, Clerk of Council

This Ordinance was adopted at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on _____, 2025 upon the following recorded vote:

R. Wayne Sealock	__ Yes __ No	H. Bruce Rappaport	__ Yes __ No
Joshua L. Ingram	__ Yes __ No	Melissa DeDomenico-Payne	__ Yes __ No
Amber F. Veitenthal	__ Yes __ No	Glenn E. Wood	__ Yes __ No

A public hearing on the above was held on _____ having been advertised in the Northern Virginia Daily on May 12 and May 19, 2025.

Approved as to Form and Legality:

George M. Sonnett, Jr., Town Attorney

Dated: _____



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: June 9, 2025

Item# 03A

Agenda Item: Electric Cost of Service Analysis, Rate Study & 5-Year Cash Requirements Projection

Summary: The Department of Energy Services submitted a request to procure professional services for an Electric Cost of Service Analysis, Rate Study, and 5-Year Cash Requirements Projection. This procurement was conducted using the sealed competitive negotiation method.

The RFP closed on May 15, 2025, with two (2) proposals received. In accordance with the Virginia Public Procurement Act, an evaluation panel conducted interviews and presentations with both firms. The firm receiving the highest overall evaluation score—RGrid Power PLLC of Wake Forest, NC—submitted pricing deemed fair and reasonable and met all contractual terms acceptable to the Town.

The Town Council is requested to consider and approve awarding the contract to RGrid Power PLLC in the amount of \$68,750 for the FY26 study work, with an additional \$8,750 annually thereafter for financial review services.

Please see the attached Evaluation Consensus Letter and Scorecard Tabulation Sheet for further details.

Budget/Funding: Funding is budgeted and available in the following line item:

9401-43002	Professional Services	\$68,750.00
------------	-----------------------	-------------

Staff Recommendation: Staff recommends approval as presented.



Town of Front Royal, Virginia

Purchasing, Department of Finance

June 3, 2025

RE: RFP #7-2025 Electric Cost of Service Analysis, Rate Study & 5-YR Cash Requirements Projection

The evaluation committee for the Electric Cost of Service Analysis, Rate Study & 5-YR Cash Requirements Projection Request for Proposals has reached a consensus after proposals were scored, and the committee was able to meet with all offerors. After elaborating on the firm's methodology and approach, proposal completeness, the firm's experience in similar types of services, qualifications of the firm and key personnel, and schedule, the evaluation committee would like to request Town Council to award a contract to RGrid Power PLLC, for the Electric Cost of Service Analysis, Rate Study, and 5-Year Cash Requirements Projection project.

RGrid's sole focus is public power with decades of utility operation and professional consulting experience. We believe RGrid fully understands the needs of public power communities and will work tirelessly to provide the excellent service and quality deliverables that the Town expects of its utility partners.

Carey Saffelle, Director of Energy Services

Mary Ellen Lynn,
Manager of Administration of Energy Services

B.J. Wilson,
Director of Finance & Assistant Town Manager

Travis Petty, Manager of Operations

RFP #7-2025 ELECTRIC COSA, RATE STUDY & 5-YR REQUIREMENTS PROJECTION Score Card Tabulation

NewGen Strategies & Solutions

	<u>Weight</u>	<u>Weighted Evaluation</u>	<u>Eval #1</u>	<u>Eval #2</u>	<u>Eval #3</u>	<u>Eval #4</u>
Firm's Experience in Similar Types of Services	30	263	9	9	8	9
Qualifications of Firm & Key Personnel	30	270	9	9	9	9
Methodology & Approach	20	180	8	10	10	8
Proposal Completeness	10	95	9	10	10	9
Schedule	10	80	6	9	10	7
Total		8.9				

RGrid Power PLLC

	<u>Weight</u>	<u>Weighted Evaluation</u>	<u>Eval #1</u>	<u>Eval #2</u>	<u>Eval #3</u>	<u>Eval #4</u>
Firm's Experience in Similar Types of Services	30	285	10	10	10	8
Qualifications of Firm & Key Personnel	30	285	10	10	9	9
Methodology & Approach	20	190	8	10	10	10
Proposal Completeness	10	95	9	9	10	10
Schedule	10	98	9	10	10	10
Total		9.5				

Task Name	Estimated Manhours	Estimated Fee
Utility Financial Review	55	\$8,000
Cost of Service Analysis	110	\$16,000
Retail Rate Study	105	\$15,500
Study Report/Retail Model(s)	90	\$13,000
Meeting, Travel, and Other Expenses	80 + expenses	\$16,250
Total Cost for Requested Studies	440	\$68,750

Task Name	Estimated Manhours	Estimated Fee
Annual Financial Review	60	\$8,750
Ongoing Annual Review Cost	60	\$8,750

Hi Michelle, that's great news! Yes, the pricing sheet in our proposal is our binding quote for the RFP work. If you can use that, please do. If you need anything else from us, please let us know and we will get it to you asap. We look forward to working with you!

Kiel Blanton
Project Manager
RGrid Power PLLC
919.218.4995
KBlanton@Rgridpower.com





COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: June 9, 2025

Item# 03B

Agenda Item: AN ORDINANCE AMENDING AND RE-ORDAINING A FRANCHISE GRANTED TO BRIGHTSPEED OF VIRGINIA, LLC, F/K/A THE CENTRAL TELEPHONE COMPANY OF VIRGINIA, ON BEHALF OF ITSELF AND ITS OPERATING AFFILIATES ("BRIGHTSPEED") EXTENDING THE RIGHT TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM ("THE SYSTEM") IN THE TOWN OF FRONT ROYAL, VIRGINIA ("THE TOWN") for Fifteen Years

Summary: Council is requested to consider an ordinance amendment to extend for a period of fifteen (15) years a franchise agreement with Brightspeed to construct, install, maintain, operate, upgrade, replace, renovate, adjust, protect, support, raise, lower, disconnect, remove and relocate its cables, poles, pedestals, boxes, wires, conduits, conductors, pipes and related appurtenances ("Facilities") for its System in, under, along, over and across the present and future streets, alleys and public ways of the Town ("Public Ways"), for the purpose of providing local exchange telephone service and telecommunication services to the Town's inhabitants and businesses.

Budget/Funding: None

Staff Recommendation: Council adopt an ordinance amending and re-ordaining, extending for a period of fifteen (15) years, a franchise agreement for the purpose of providing local exchange telephone service and telecommunication services with Brightspeed of Virginia, LLC for its system in the present and future streets, alleys and public ways of the Town, as presented.

AN ORDINANCE AMENDING AND RE-ORDAINING A FRANCHISE GRANTED TO BRIGHTSPEED OF VIRGINIA, LLC, F/K/A THE CENTRAL TELEPHONE COMPANY OF VIRGINIA, ON BEHALF OF ITSELF AND ITS OPERATING AFFILIATES (“BRIGHTSPEED”) EXTENDING THE RIGHT TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM (“THE SYSTEM”) IN THE TOWN OF FRONT ROYAL, VIRGINIA (“THE TOWN”).

The Town hereby ordains that it is in the public interest to amend, extend, and re-ordain a franchise previously granted on June 27, 2005 to Brightspeed (formerly CENTRAL TELEPHONE COMPANY OF VIRGINIA by Certificate of Conversion issued by the State Corporation Commission effective November 14, 2022), to operate the System (“Franchise”), pursuant exclusively to the terms and conditions contained herein.

SECTION 1. Extension of Franchise. The Town hereby extends the right, privilege and authority of Brightspeed to construct, install, maintain, operate, upgrade, replace, renovate, adjust, protect, support, raise, lower, disconnect, remove and relocate its cables, poles, pedestals, boxes, wires, conduits, conductors, pipes and related appurtenances (“Facilities”) for its System in, under, along, over and across the present and future streets, alleys and public ways of the Town (“Public Ways”), for the purpose of providing local exchange telephone service and telecommunication services to the Town’s inhabitants and businesses.

SECTION 2. Term. The Term of this Franchise is extended for fifteen (15) years commencing effective on June 27, 2025 (“effective date”).

SECTION 3. Franchise Fee. Commencing on the effective date and until its expiration, Brightspeed will pay the Town three percent (3%) of Brightspeed’s local exchange access service Gross Revenue (as defined in Appendix A hereto). Payment shall be made quarterly within sixty (60) days after the end of each quarter during the Term of this Franchise.

SECTION 4. Records Inspection. Brightspeed shall make available to the Town, upon reasonable advance written notice of no less than sixty (60) days, such information pertinent only for enforcing the terms of this Ordinance in such form and at such times as Brightspeed can reasonably make available. Subject to applicable laws, any information that is provided to the Town and/or that the Town reviews *in camera* is confidential and proprietary and shall not be disclosed or used for any purpose other than verifying compliance with the terms of this Ordinance. Any such information provided to the Town shall be immediately returned to Brightspeed following review. The Town will not make copies of such information.

SECTION 5. Non-Exclusive Franchise. The right to use and occupy the Public Ways of the Town shall be nonexclusive, and the Town reserves the right to use the Public Ways for itself or any other entity. The Town’s use, however, shall not unreasonably interfere with Brightspeed’s Facilities.

SECTION 6. Town Regulatory Authority. The Town reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police

power for the protection of the health, safety and welfare of its citizens and their properties consistent with applicable federal and state law.

SECTION 7. Indemnification. The Town shall not be liable for any property damage or loss or injury to or death of any person that occurs in the construction, operation, maintenance or repair by Brightspeed of its Facilities. Brightspeed shall indemnify, defend and hold the Town harmless from and against third party claims, demands, liens and all liability or damage of whatsoever kind on account of Brightspeed's use of the Public Ways. The Town shall: (a) give prompt written notice to Brightspeed of any claim, demand or lien with respect to which the Town seeks indemnification hereunder; and (b) permit Brightspeed to assume the defense of such claim, demand, or lien. Brightspeed shall not be subject to liability for any settlement made without its consent. Notwithstanding the other provisions contained herein, Brightspeed shall in no event be required to indemnify the Town for any claims, demands, or liens arising from the sole and exclusive negligence or wrongful actions or inactions of the Town, its officials, boards, commissions, agents, contractors, and/or employees.

SECTION 8. Bonding. Within thirty (30) days after ordinance adoption, Brightspeed shall deposit with the Town and maintain a performance bond from a financial institution running to the Town in the amount of one hundred thousand dollars (\$100,000.00.). The bond shall be used to insure the Brightspeed's faithful performance of all its franchise provisions or defaults under a franchise or the payment by Brightspeed of any penalties, liquidated damages, claims, liens, and taxes due the Town which arise by reason of the construction, operation, or maintenance of Brightspeed's System in the Town, including restoration of the public rights-of-way and the cost of removal or abandonment of any property.

12.3 Any bond obtained by Franchisee must be placed with a company which is qualified to write bonds in the Commonwealth of Virginia, and shall contain the following endorsement (or the substantive equivalent of such language as agreed upon by the Town):

"It is hereby understood and agreed that this bond may not be cancelled without the Town's consent until sixty (60) days after the Town's receipt by registered mail, return receipt requested, of a written notice of intent to cancel or not renew."

SECTION 9. Insurance Requirements. Brightspeed will maintain in full force and effect for the Term of the Franchise, at Brightspeed's expense, a comprehensive liability insurance policy written by a company authorized to do business in the Commonwealth of Virginia, or will provide self-insurance reasonably satisfactory to the Town, protecting it against liability for loss, personal injury and property damage occasioned by the construction, operation, maintenance or repair of the System by Brightspeed. Such insurance will be in an amount not less than \$1,000,000.00 per occurrence and \$10,000,000 annual aggregate including umbrella coverage. Brightspeed will also maintain Worker's Compensation coverage throughout the term of this Franchise as required by law. The Town may review the status of Brightspeed's insurance at www.Brightspeed.com/moi.

SECTION 10. Annexation. When any territory is approved for annexation to the Town, the Town shall within thirty (30) business days provide by certified mail to Brightspeed: (a) each site address to be annexed as recorded on Town assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the Town's ordinance approving the proposed annexation.

SECTION 11. Plan, Design, Construction, Installation and Removal of Brightspeed's Facilities.

11.1 All Facilities under authority of this Ordinance shall be used, constructed and maintained in accordance with applicable law and the terms of this Ordinance.

11.2 Brightspeed shall, prior to commencing new construction or major reconstruction work in Public Ways or other public places, apply for any required permit from the Town, which permit will be processed in the Town's ordinary course of business. Brightspeed will abide by all applicable ordinances and reasonable rules, regulations and requirements of the Town consistent with applicable law, and the Town may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, Brightspeed shall not be obligated to obtain a permit to perform emergency repairs, provided however, Brightspeed shall, as soon as reasonably possible, provide the Town with notice of the nature of the emergency and the necessary repairs, and such other information as normally required for permit processing.

11.3 To the extent practical and consistent with any permit issued by the Town, all Facilities shall be located so as to cause minimum interference with the Public Ways and shall be constructed, installed, maintained, renovated, repaired or replaced in accordance with applicable and lawful rules, ordinances and regulations of the Town.

11.4 If, during the course of work on its Facilities, Brightspeed causes damage to or alters the Public Way or other public property, Brightspeed shall replace and restore such Public Way or public property at Brightspeed's expense to a condition reasonably comparable to the condition that existed immediately prior to such damage or alteration, in the Town's reasonable determination.

11.5 Brightspeed shall have the right to excavate the Public Ways subject to reasonable conditions and requirements of the Town. Before installing new underground facilities or replacing existing underground facilities, each party shall first notify the other of such work in accordance with applicable law. In no event will the Town be required to secure Brightspeed's permission or consent to operate or construct in the Town's Public Ways. To the extent practicable under the circumstances, each party may allow the other party, at its own expense, to share a trench for laying its own facilities therein, provided that such action will not unreasonably interfere with the first party's use of the trench or unreasonably delay project completion.

11.6 Nothing in this Ordinance shall be construed to prevent the Town from constructing, maintaining, repairing, or relocating its sewers, streets, water mains, sidewalks, or other public property. However, before commencing any work within a Public Way that may affect Brightspeed's Facilities, the Town shall give written notice to Brightspeed in accordance with applicable law, and all such work shall be done, insofar as practicable, in such a manner as not to

obstruct, injure, or prevent the free use and operation of either party's Facilities. The Parties shall work together to ensure that all of their facilities are protected and the project is completed.

11.7 Brightspeed shall not attach to, or otherwise use or commit to use, any pole owned by Town except in accordance with a separate pole attachment agreement executed by the Parties.

11.8 Brightspeed shall remove Facilities within one hundred twenty (120) days of the termination of this Franchise unless otherwise agreed by the Parties.

SECTION 12. Relocation of Facilities.

12.1 Relocation for the Town. Brightspeed shall, upon receipt of advance written notice of not less than one hundred twenty (120) days, protect, adjust, support, raise, lower, temporarily disconnect, relocate or remove any Brightspeed property located in a Public Way when required by the Town consistent with its police powers or rights under a separate pole attachment agreement. Brightspeed shall be responsible for any costs associated with these obligations to the same extent as other users of the respective Public Way and as otherwise required by applicable state or federal law.

12.2 Relocation for a Third Party. Brightspeed shall, at the request of any person holding a lawful permit issued by the Town, protect, adjust, support, raise, lower, temporarily disconnect, relocate or remove any Brightspeed property located in a Public Way, provided that the cost of such action is borne by the person requesting it and Brightspeed is given reasonable advance written notice. In such situation, Brightspeed may also require advance payment. For purposes of this subsection 12.2, "reasonable advance written notice" shall mean no less than thirty (30) days for a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.

12.3 Alternatives to Relocation. Brightspeed may, after receipt of written notice requesting a relocation of Facilities, submit to the Town written alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting facilities in adjacent Public Ways. The Town shall promptly evaluate such alternatives and advise Brightspeed in writing if one or more of the alternatives are suitable. If requested by the Town, Brightspeed shall promptly submit additional information to assist the Town in making such evaluation. The Town shall give each alternative proposed by Brightspeed full and fair consideration. In the event the Town ultimately determines that there is no other reasonable alternative, Brightspeed shall relocate the components of the System as otherwise provided herein. Notwithstanding the foregoing, Brightspeed and the Town shall in all cases have those rights provided under a separate pole attachment agreement between the Parties.

SECTION 13. Vegetation Management. Brightspeed shall have the authority to trim trees and other natural growth in the Public Ways in order to access and maintain the Facilities in compliance with applicable law and industry standards and in accordance with a separate pole attachment agreement. This grant shall in no way impose a duty on Brightspeed; instead, this grant gives permission to Brightspeed should Brightspeed elect to conduct such activities from time-to-time in order to access and maintain its Facilities.

SECTION 14. Renewal. At least one hundred twenty (120) days prior to the expiration of this Franchise, Brightspeed and the Town shall either agree to extend the Term or use best faith efforts to renegotiate a replacement Franchise agreement.

SECTION 15. Revocation of Franchise for Noncompliance.

15.1 In the event that the Town believes that Brightspeed has not complied with the terms of the Franchise, the Town shall informally discuss the matter with Brightspeed. If these discussions do not lead to resolution of the problem, the Town shall notify Brightspeed in writing of the exact nature of the alleged noncompliance.

15.2 Brightspeed shall have thirty (30) days from receipt of the written notice described in subsection 15.1 to either respond to the Town, contesting the assertion of noncompliance, or otherwise initiate reasonable steps to remedy the asserted noncompliance issue, notifying the Town of the steps being taken and the projected date that they will be completed.

15.3 In the event that Brightspeed does not comply with subsection 15.2, above, the Town shall schedule a public hearing to address the asserted noncompliance issue. The Town shall provide Brightspeed at least ten (10) days prior written notice of and the opportunity to be heard at the hearing.

15.4 Subject to applicable federal and state law, in the event the Town, after the hearing set forth in subsection 15.3, determines that Brightspeed is noncompliant with this Ordinance, the Town may:

- A. Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or other equitable relief; or
- C. In the case of substantial noncompliance with a material provision of the Ordinance, seek to revoke the Franchise in accordance with subsection 15.5.

15.5 Should the Town seek to revoke the Franchise after following the procedures set forth above, the Town shall give written notice to Brightspeed. Brightspeed shall have ninety (90) days from receipt of such notice to object in writing and state its reason(s) for such objection. Thereafter, the Town may seek revocation of the Franchise at a public hearing. The Town shall provide written notice to Brightspeed, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise. At the designated hearing, the Town shall give Brightspeed an opportunity to state its position on the matter, after which the Town shall determine whether or not the Franchise shall be revoked. Brightspeed may appeal the Town's determination to the Warren County Circuit Court as provided by law. The Town may, at its sole discretion, take any lawful action which it deems appropriate to enforce its rights under this ordinance in lieu of revocation.

15.6 Notwithstanding the foregoing provisions in this Section 15, neither Brightspeed nor the Town waive any of their rights under applicable law.

SECTION 16. No Waiver of Rights. Neither the Town nor Brightspeed shall be excused from complying with any of the terms and conditions contained herein by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions. Each party expressly reserves any and all rights, remedies, and arguments it may have at law or equity, without limitation, and to argue, assert, and/or take any position as to the legality or appropriateness of any provision in this ordinance that is inconsistent with State or Federal law, as may be amended.

SECTION 17. Transfer of Franchise. Brightspeed's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered without notice to the Town, except when said sale, transfer, assignment, or encumbrance is to an entity controlling, controlled by, or under common control with Brightspeed, or for transfers in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of Brightspeed in the Franchise or Facilities in order to secure indebtedness. Brightspeed shall notify Town within thirty (30) days of a transfer requiring notice.

SECTION 18. Amendment. Amendments to the terms and conditions contained herein shall be mutually agreed upon by the Town and Brightspeed and formally adopted by the Town Council as an ordinance amendment.

SECTION 19. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within two (2) business days after such notice is deposited in the United States Mail, postage prepaid, certified, and addressed to the Parties as set forth below:

The Town:
Town of Front Royal
102 E. Main Street
Front Royal, VA 22630
Brightspeed:
Brightspeed
1120 S. Tryon St., Ste. 700
Charlotte, NC 28203

SECTION 20. Publication. In accordance with Virginia Statute, the Town shall be responsible for publication of this ordinance, and any amendments thereof. Brightspeed shall be responsible for payment of all necessary and reasonable costs of publication of this ordinance, and any amendments thereof.

SECTION 21. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority, including any state or federal regulatory authority having jurisdiction thereof, or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

ATTEST:

TOWN OF FRONT ROYAL

Clerk of Council

By: _____
[Name] , [Title]

BRIGHTSPEED

BY: _____

TITLE: _____

DATE: _____

DRAFT

APPENDIX A

LISTING OF SERVICE CATEGORIES INCLUDED IN “GROSS REVENUE” FOR CALCULATION OF FRANCHISE FEES

Business Local Access—including Flat Rate, Multiparty, and Extended Area Service

Business Measured Usage Local Access Service

Flat Usage Local Access Trunks

Low Income Telephone Assistance Program Local Access

Measured Rate Local Access Trunk Usage

Message Rate Local Access Trunk Usage

Public Access Line (PAL) Service

Residential Local Access—including Flat Rate, Multiparty, and Extended Area Service

Residential Measured Usage

THE FOLLOWING IS A NON-EXCLUSIVE LISTING OF CATEGORIES OF REVENUE NOT REPRESENTING THE RETAIL SALE OF LOCAL ACCESS SERVICES AND THEREFORE EXCLUDED FROM THE DEFINITION OF “GROSS REVENUES” AND, THEREFORE, ARE NOT INCLUDED IN THE CALCULATION OF ANY FEE DUE TO THE TOWN

Proceeds from the sale of bonds, mortgages, or other evidences of indebtedness, securities or stocks

Bad debt write-offs and customer credits

Revenue from directory advertising

Any amounts collected from customers that are to be remitted to a federal or state agency as part of a Universal Service Fund or other government program, including but not limited to support for the hearing impaired

Any amounts collected for taxes, fees, or surcharges and paid to the federal, state or local governments

Revenues from internet access

Revenues from digital or other electronic content, such as computer software, music and video downloads

Revenues from equipment sales, rentals, installation and maintenance

Revenues from any carrier purchased for resale

Revenues from private line services not for switched local access service



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: June 9, 2025

Item# 04A

Agenda Item: Town of Front Royal Farm Property

Summary: The Town's Farm Property is approximately 103 acres and is used for a variety of both public and private operations. Currently the Farm is used for a solar power array, Energy Services Department facility, white goods/metal drop off, recycling containers, yard waste drop off area and mulch, public safety training area, and general storage space. Most of the property is open space and the Town recently solicited bids and is currently finalizing contract documents to allow a contractor to harvest hay on approximately 60-acres.

The Farm currently provides multiple services to both Town and County residents.

- Metal items can be dropped off for free at the site, which the Town delivers to Winchester ever 2-3 weeks and receives money for the scrap.
- White Goods (appliances) can be dropped off for free similar to the scrap metal. Goods that contain freon require a \$15 ticket to be purchased at Town Hall. Town residents can also schedule these items to be picked up on the curb as part of the On-Call Collection Program, fees may apply.
- Yard Waste items can be dropped off for free and mulch is also available at no cost, though must be loaded by themselves. Commercial loads of yard waste are charged by the sizes large (\$50) & small (\$25) and tickets must be purchased at Town Hall.
 - The Town used to grind the yard waste with our staff and equipment; however, given the age of the grinder and staff training it has become more feasible to hire a contractor to grind the waste during the year. The proposed FY26 budget includes \$50,000 for grinding services.

Attached is a document containing data from drop-off activity and future options.

Budget/Funding: Each of the options have a different financial impact. Potential revenue generated from the Farm drop-offs will be allocated to Solid Waste Revenue.

Staff Recommendation: Council is requested to discuss options for consideration and provide staff with direction.



TOWN OF FRONT ROYAL

Town Managers Office

102 East Main Street
Front Royal, VA 22630
540-635-8007

JOSEPH W. PETTY
Town Manager
jpetty@frontroyalva.com

June 4, 2025

RE: Town of Front Royal Farm Property

The Town's Farm Property is approximately 103 acres and is used for a variety of both public and private operations. Currently the Farm is used for a solar power array, Energy Services Department facility, white goods/metal drop off, recycling containers, yard waste drop off area and mulch, public safety training area, and general storage space. Most of the property is open space and the Town is currently soliciting bids to harvest hay on approximately 60-acres.

The Farm currently provides multiple services to both Town and County residents.

- Metal items can be dropped off for free at the site, which the Town delivers to Winchester every 2-3 weeks and receives money for the scrap.
- White Goods (appliances) can be dropped off for free similar to the scrap metal. Goods that contain freon require a \$15 ticket to be purchased at Town Hall. Town residents can also schedule these items to be picked up on the curd as part of the On-Call Collection Program, fees may apply.
- Yard Waste items can be dropped off for free and mulch is also available at no cost, though must be loaded by themselves. Commercial loads of yard waste are charged by the sizes large (\$50) & small (\$25) and tickets must be purchased at Town Hall.
 - The Town used to grind the yard waste with our staff and equipment; however, given the age of the grinder and staff training it has become more feasible to hire a contractor to grind the waste during the year. The proposed FY26 budget includes \$50,000 for grinding services.

Below is a table that details the past three calendar years of activity at the Farm.

TOWN OF FRONT ROYAL - FARM REVENUE							
		2022		2023		2024	
	FEE	TRIPS/ WEIGHT	AMOUNT	TRIPS/ WEIGHT	AMOUNT	TRIPS/ WEIGHT	AMOUNT
Yard Waste: Town Resident	\$ -	3831	\$ -	3323	\$ -	3398	\$ -
Yard Waste: County Resident	\$ -	1994	\$ -	1960	\$ -	2041	\$ -
Yard Waste: Commercial (SM)	\$ 25.00	172	\$ 4,300.00	111	\$ 2,775.00	76	\$ 1,900.00
Yard Waste: Commercial (LG)	\$ 50.00	96	\$ 4,800.00	87	\$ 4,350.00	96	\$ 4,800.00
Freon Ticket	\$ 15.00	6	\$ 90.00	6	\$ 90.00	4	\$ 60.00
Metal - Sold at Market Rate		21.68 tons	\$ 2,455.00	25.45 tons	\$ 2,974.48	52.47 tons	\$ 6,157.08
			\$ 11,645.00		\$ 10,189.48		\$ 12,917.08

There have been recent discussions regarding the free yard waste drop off by County residents that is then ground into mulch using funds from the Town. Approximately half of the residential yard waste is generated by County residents. Therefore, the following options are provided to mitigate the use of Town funds to supplement the use of the Farm by County residents.

Option 1: County Resident Yard Waste Fee

Implement a fee for County residents to drop off yard waste at the farm with a similar process to freon and Commercial Yard Waste Tickets. Before taking effect there may be some notification required to begin informing County residents of the change and that tickets shall be purchased at Town Hall.

The following table shows the impact of the County fee. The example of \$15 was used at the May 12, 2025, work session.

ADDING FEE TO COUNTY YARD WASTE					
	CURRENT FEE	NEW FEE	TRIPS/WEIGHT	AMOUNT	
Yard Waste: Town Resident	\$ -	\$ -	3517	\$ -	<i>Average Trips</i>
Yard Waste: County Resident	\$ -	\$ 15.00	999	\$ 14,987.50	<i>50% Reduction in Average Trips due to fee</i>

Option 2: Reduction in Tipping Fees

Currently the County charges tipping fees for the Town of Front Royal to drop off Town residential refuse. The proposed FY26 budget includes \$270,000.00 for tipping fees.

In lieu of charging a fee to County resident to drop off yard waste at the Farm, the Town may receive a reduced rate of tipping fees. This credit will need to be discussed and approved by the County prior to implementing the option. The rate can be set at \$15 per County resident drop off and deducted from the monthly payment for tipping fees.

If County residents are not directly charged it is likely that the numbers would remain the same. The past three years averaged 1,998 County residents, at \$15/trip the total tipping fee reduction would be approximately \$29,970.

Option 3: Accept no County Deliveries:

Prohibit the delivery of any County deliveries of yard waste, metal, or white goods. The only exception shall be Commercial Tickets that have been purchased at Town Hall.

Option 4: No Change

The rates and process remain the same, both Town and County residents can drop yard waste at the Farm and the Town will contract our mulch grinding services for all yard waste collected.



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: June 9, 2025

Item# 04B

Agenda Item: Request for Reimbursement of SUP Application Fee from Divinum Auxilium Academy

Summary: The applicant is requesting a waiver of the \$400 application fee for a Special Use Permit to open a private school located at 16 N. Royal Avenue (old town hall building). The applicant states that they are a non-profit entity and have provided verification documents. The fee has been paid.

Town Code does not provide guidance on waiving fees for non-profits, and the recent zoning ordinance amendment reducing fees by 25% for non-profits is not subject to this application because it was submitted prior to the code change. Only Council can waive fees for Special Use Permits, therefore staff requires the applicant to pay the fee to process the application.

Virginia Code §15.2-953.A states, *“Any locality may make appropriations of public funds, of personal property or of any real estate and donations to the Virginia Indigent Health Care Trust Fund and to any charitable institution or association, located within their respective limits or outside their limits if such institution or association provides services to residents of the locality; however, such institution or association shall not be controlled in whole or in part by any church or sectarian society.”*

Budget/Funding: 1000-3130306 General Fund Revenue Zoning Income

Staff Recommendation: Council may determine whether or not to refund the application fee of \$400.

Per guidance of Town legal counsel, the waiver to the zoning fee should not be granted due to Virginia Code §15.2-953.A which states, *“Any locality may make appropriations of public funds...to any charitable institution or association, located within their respective limits...however, such institution or association shall not be controlled in whole or in part by any or sectarian society.”*



DIVINUM AUXILIUM ACADEMY
ST. EDITH STEIN SCHOOL FOR GIRLS
ST. JOSEPH THE JUST SCHOOL FOR BOYS

6294 BROWNTOWN RD. FRONT ROYAL, VIRGINIA 22630
PHONE: 540.631.0086 (OFFICE)
EMAIL: ADMIN@DIVINEASSISTANCEACADEMY.COM

Front Royal Town Council
Town of Front Royal
102 E Main Street
Front Royal, VA 2263

Dear Front Royal Town Council,

I am writing to request that you waive the \$400 application fee for the Special Use Permit Application, as we are a non-profit organization. Please see the attached copy of proof of our non-profit status. Thank you for your consideration in this matter.

Sincerely,

Dian Schmiedicke
Founder/Board President

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **NOV 17 2013**

DIVINUM AUXILIUM ACADEMY
C/O DIAN SCHMIEDICKE
1194 KESLER RD
FRONT ROYAL, VA 22630

Employer Identification Number:
46-0622341
DLN:
17053218361013
Contact Person:
DANIEL RENNER ID# 31697
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(ii)
Form 990 Required:
Yes
Effective Date of Exemption:
July 11, 2012
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)