



TOWN COUNCIL REGULAR WORK SESSION

Monday, October 6, 2025 @ 6:00PM

Town Hall Conference Room

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

1. Roll Call

2. CLOSED MEETING

3. ACTION ITEMS

- A. Award Contract to Provide Project Management and Implementation Assistance for Enterprise Resource Management Software
- B. Award Contract for Enterprise Resource Planning Software
- C. Award Contract to Provide Merchant Services for Payment Processing
- D. Resolution - Authorization for Town Attorney and Town Manager to Execute Settlement Participation Form for the Town to Participate in Settlement with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (the "Manufacturers") of Opioid Related Claims

4. NEW BUSINESS

- A. Purchase of School Zone Flashing Beacon Systems — *Michelle Campbell*
- B. FY26 Budget Amendment – Traffic Signal Equipment Reimbursement — *BJ Wilson*
- C. FY26 Budget Amendment to Receive DMV Alcohol and Police Traffic Services Grant Funds — *BJ Wilson*
- D. Purchase of Flex by Motorola Solutions Software Subscription Package Upgrade — *BJ Wilson*
- E. Ordinance Amendment to Town Code §4-43 Appointments; Duties (Town Engineer)— *Joe Petty*
- F. Zoning Text Amendments to Town Code §175-3-Definitions, to define Data Centers and Town Code §175-64 – Statement of Intent Industrial Employment District (I-1) to add Data Centers with Performance Standards by Special Use Permit — *Lauren Kopishke*

5. UNFINISHED BUSINESS

- A. Zoning Text Amendments to Town Code §175-3 – Definitions, to define Designated Special Circumstance Housing; to Town Code §§175-12.1 – Uses Permitted by Special Permit (R-1), 175-18.2.B – Use Regulations (R-1A), 175-20.1 – Uses Permitted by Special Permit (R-2), 175-37.3 – Permitted Uses (PND) to add Designated Special Circumstance Housing Performance Standards by Special Use Permit and to Create §175-153 to add Designated Special Purpose Housing Performance Standards — *Lauren Kopishke*

6. LIAISON COMMITTEE MEETING AGENDA ITEMS FOR OCTOBER 16TH

7. CLOSED MEETING

8. Adjourn



CLOSED MEETING AGENDA STATEMENT

Meeting Date: October 6, 2025

Item# 02

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 Board of Architectural Review (BAR) and the Board of Zoning Appeals (BZA).

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 _____



REGULAR WORK SESSION ACTION AGENDA STATEMENT

Meeting Date: October 6, 2025

Item# 03A

Agenda Item: Award Contract to Provide Project Management and Implementation Assistance for Enterprise Resource Management Software

Summary: Council is requested to award a contract to Berry, Dunn, McNeil & Parker (Berry-Dunn) to provide project management and implementation assistance for enterprise resource management software in the amount of \$212,376.00.

Berry-Dunn assisted the Town in selecting a new software vendor and is familiar with the software selected by the Town as well as current Town processes. The Town has never performed a software conversion of this magnitude. Implementation of new software will require training of Town staff, changing of processes, and implementing entirely new processes. As project manager, Berry Dunn will oversee project schedules, facilitate data conversion processes, identify opportunities to leverage technical enhancements, identify/mitigate risks, oversee testing/training, and provide go-live support

Budget/Funding: Funding is available under the following line item:

9417-R47001	Electric Meter Reading – Machinery & Equipment	\$212,376.00
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Meetings: Work Session held August 11, 2025

Proposed Motion: I move that Council authorize the award of a contract to Berry, Dunn, McNeil & Parker (Berry-Dunn) to provide project management and implementation assistance for enterprise resource management software in the amount of \$212,376.00, with the contract to be approved by the Town Manager and Town Attorney.

Moved _____ Seconded _____

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



August 5, 2025

Town of Front Royal
Attention: B.J. Wilson, V.C.A.
Director of Finance
102 E. Main Street
Front Royal, VA 22630

Sent via email to bwilson@frontroyalva.com

Dear Mr. Wilson:

On behalf of Berry, Dunn, McNeil & Parker, LLC ("BerryDunn," "we," "our"), I am pleased to submit this updated proposal to the Town of Front Royal (the Town) as it plans to select and implement a new enterprise resource planning (ERP) solution. We consider it a privilege to serve the Town and would welcome the opportunity to expand our relationship by way of this initiative.

Below and on the following pages, we provide our experience with similar projects, our proven yet flexible approach to providing the Town's desired services, and outline the fees associated with a project of this nature. We would be happy to discuss the contents of this proposal or provide additional information to the Town upon request.

We value the Town's openness and flexibility to discussing our proposed services. No matter how many clients we assist, we take care to help ensure the experience is tailored to the nuanced needs and resources of our clients. We welcome the opportunity to continue our relationship with the Town by providing the services requested. Should you have any questions, or if you would like to discuss this letter, please feel free to contact me directly.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jonathan Grace', written over a light blue circular background.

Jonathan Grace, PMP®, Prosci® CCP, Principal
Local Government Practice Group

Implementation Assistance

BerryDunn has conducted more than 200 systems-related projects, and we have been involved in all stages of the system life cycle. This involvement includes requirements and request for proposal (RFP) development, vendor and/or system integrator selection, the contract negotiations and approval process, and implementation support activities. In Table 1, below, we list those systems consulting clients for whom we provided comparable implementation services—whether in a project management, oversight, quality assurance, or independent verification and validation (IV&V) capacity. We have served a wide variety of organizations on similar engagements, as seen below.

Table 1: Local Government Implementation Support Experience

Adams County, CO	City of Duncanville, TX	City of Philadelphia, PA	Goochland County, VA
Carver County, MN	City of Detroit, MI	City of Prior Lake, MN	Hamilton County, IN
Chicago Metropolitan Agency for Planning, IL	City of Dover, DE	City of Puyallup, WA	Louisville Jefferson County Metropolitan Government, KY
Clark County, WA	City of Edina, MN	City of Rapid City, SD	Metro Nashville Davidson County, TN
Coachella Valley Association of Governments, CA	City of Fargo, ND	City of Redding, CA	Minnehaha County, SD
Coconino County, AZ	City of Farmers Branch, TX	City of Richland, WA	Mobile County Health Department, AL
City of Alameda, CA	City of Fountain Valley, CA	City of San Leonardo, CA	Monroe County, FL
City of Allen, TX	City of Frisco, TX	City of Santa Fe, NM	Montgomery County, PA
City of Amarillo, TX	City of Gahanna, OH	City of Shoreline, WA	Outagamie County, WI
City of Aurora, CO	City of Glendale, AZ	City of Simi Valley, CA	Peoria County, IL
City of Avondale, AZ	City of Grand Prairie, TX	City of Sioux Falls, SD	Person County, NC
City of Beaverton, OR	City of Grants Pass, OR	City of Snoqualmie, WA	Pitkin County, CO
City of Bismarck, ND	City of Helena, MT	City of South Jordan, UT	Saginaw County, MI
City of Bloomington, MN	City of Independence, MO	City of Spokane Valley, WA	Scott County, IA
City of Boca Raton, FL	City of Irvine, CA	City of Sugar Land, TX	Sussex County, DE
City of Boulder, CO	City of Irving, TX	City of Surprise, AZ	Syracuse City School District, NY
City of Broken Arrow, OK	City of Kirkwood, MO	City of Tampa, FL	Town of Greenwich, CT
City of Burlington, VT	City of Lawrence, KS	City of Tucson, AZ	Tri-County Health Department, CO
City of Carrollton, TX	City of Long Beach, CA	City of Waynesboro, VA	Village of Oak Park, IL
City of Chaska, MN	City of Manassas, VA	City of Weatherford, TX	Washington County, MN
City of Cleveland, OH	City of Mercer Island, WA	City of Wilmington, NC	Washtenaw County, MI
City of College Station, TX	City of Mesquite, TX	Clark County, WA	Waukesha County, WI
City of Coral Springs, FL	City of Midland, TX	Coachella Valley Association of Governments, CA	Yamhill County, OR
City of Corona, CA	City of Milpitas, CA	Coachella Valley Water District, CA	
	City of Minot, ND	Fauquier County, VA	
	City of Ormond Beach, FL		
	City of Oxnard, CA		
	City of Pearland, TX		

Proposed Work Plan

BerryDunn strives to be flexible when it comes to development and execution of an effective work plan. We understand that no two projects are exactly alike and believe that **one of the primary reasons for our success with similar projects is our willingness to be flexible in adapting to our clients' unique needs.**

The overarching benefits of our approach the Town can expect include:

- A methodology based on our extensive experience conducting similar projects
- A focus on supporting the Town's implementation at the desired level of involvement with significant resource commitments from our team, as appropriate
- Quality assurance processes that incorporate the Town's review and approval of all deliverables and key milestones
- Built-in project management and change management best practices—focused on keeping the project on time, on budget, and progressing at a healthy pace
- Thorough business process improvement activities
- A focus on taking full advantage of the newest technology and harnessing efficiencies by reviewing business practices or implementing technology to enhance existing business processes performed by individual departments and those performed across the Town

Project Oversight			
No	Key Implementation Activity	Lead	Assist
1	Reviewing the project plan and schedule in conjunction with other PMT members	✓	
2	Managing the project scope, deliverables, and timeline with assistance from other PMT members		✓
3	Helping to ensure that the project team stays focused, tasks are completed on schedule, and that the project stays on track		✓
4	Coordinating project tasks with assistance from other PMT members		✓
5	Functioning as the main point of contact for the vendor's project manager, participating in daily project activities (when applicable), and tracking project tasks		✓
6	Facilitating an implementation kickoff meeting		✓
7	Holding monthly meetings with the Town's Executive Committee to update project status and budget status, and to research a verdict on any escalated process decisions that need to be made	✓	

Project Oversight			
No	Key Implementation Activity	Lead	Assist
8	Reviewing the project budget, including change orders, and the vendors' contract compliance		✓
9	Facilitating the Town's staff's development of workflow processes for each department		✓
10	Facilitating the data conversion process with the vendor and Town staff		✓
11	Facilitating the development of software interfaces/integrations with the vendor and Town staff		✓
12	Working with the vendor and Town staff and helping to ensure vendor accountability by: - Identifying any opportunities to leverage technical enhancements to improve the products and services delivered to the Town - Facilitating the gathering and sharing of any technical information requested by the vendor		✓
13	Providing risk management, including the following: - Identifying project risks - Developing mitigation strategies - Communicating project risks to Town and vendor staff - Assigning key activities to mitigate or resolve project risks	✓	
14	Providing weekly or biweekly tracking of the following: - Reporting of project risks and issues - Recently completed tasks and upcoming project activities	✓	
15	Providing change management oversight, including the development and maintenance of a Change Management Plan that may include the following: - Target State Definition - Change Structure and Governance Approach - Change Impact Assessment - Stakeholder (or User) Analysis - Communication Plan - Behavior Change Plan		✓

Project Oversight			
No	Key Implementation Activity	Lead	Assist
16	Managing the user acceptance training (UAT) process, including: ▪ Reviewing the vendor's test plan and any applicable test scripts ▪ Providing on-site assessment of testing activities ▪ Providing recommendations for modifications to the testing plan to increase the likelihood of success ▪ Directing Town staff in the development of tailored test scripts ▪ Managing logistics related to scheduling UAT activities ▪ Providing analysis of test results ▪ Overseeing regression testing and required configuration changes	✓	
17	Facilitating oversight of vendor training activities, including: ▪ Reviewing the vendor's training plan and training materials ▪ Overseeing vendor training activities ▪ Providing recommendations for modifications to the training delivery ▪ Providing feedback on the vendor's training documentation		✓
18	Providing go-live support		✓

Proposed Fees

On the following page, we present the estimated fees associated with our work plan as it relates to providing implementation project management or implementation project oversight services. We are proposing a blended hourly rate of \$250 valid through December 2026. We are happy to discuss any potential adjustments to the implementation project management or oversight services based on the needs of the Town.

Option 1- Implementation Project Oversight (Entire Project Duration)				
Phase	Duration (months)	Hours (per month)	Total Hours	Total Cost
Project Oversight	16	50	800	\$200,000
	Duration (months)	Total Trips	Total Cost (per trip)*	Total Travel Cost
Estimated Travel Expenses	16	8	\$1,547	\$12,376
Grand Total				\$212,376

Option 2 - Implementation Project Oversight (One Year of Project Duration)				
Phase	Duration (months)	Hours (per month)	Total Hours	Total Cost
Project Oversight	12	50	600	\$150,000
	Duration (months)	Total Trips	Total Cost (per trip)*	Total Travel Cost
Estimated Travel Expenses	16	8	\$1,547	\$12,376
Grand Total				\$162,376

Option 3 - Implementation Project Oversight (Fixed Fee Deliverables)		
Phase	Hours	Cost
Project Plan Review	40	\$10,000
Monthly Executive Committee Meetings	80	\$20,000
Bi-Weekly PMT Meetings	100	\$25,000
UAT Oversight	120	\$30,000
Training Oversight	60	\$15,000
Project Oversight	200	\$50,000
Total	600	\$150,000

Option 3 - Implementation Project Oversight (Fixed Fee Deliverables)				
	Duration (months)	Total Trips	Total Cost (per trip)*	Total Travel Cost
Estimated Travel Expenses	16	8	\$1,547	\$12,376
Grand Total				\$162,376

Expense Category	Cost	Units per Trip	Total
Airfare	\$600	1	\$600
Lodging	\$125	3	\$375
Ground Transportation	\$100	3	\$300
Incidental Expenses	\$68	4	\$272
Estimated Per-Trip Travel Expense Total			\$1,547

We will submit monthly invoices based on the actual hours expended that month. Actual expenses incurred in the month will also be included in each invoice. BerryDunn does not charge an hourly rate for time spent in connection with travelling. Travel expense estimates assume one trip every other month for implementation project oversight services. Travel estimates per trip were calculated based on the details provided above.



REGULAR WORK SESSION ACTION AGENDA STATEMENT

Meeting Date: October 6, 2025

Item# 03B

Agenda Item: Award of Contract for Enterprise Resource Planning Software

Summary: Council is requested to award a contract to Univerus Inc, a subsidiary of Blue Ocean Systems LLC, for enterprise resource planning software in the amount of \$662,366.63 for year one with annual subscription fees for years 2-5 in the amount of \$218,996.00 annually as shown below:

Implementation & Professional Service Fees -	\$448,189.59
Year 1 Subscription Fees -	<u>\$218,996.00</u>
Total Year One -	\$622,366.63
Year 2 Subscription Fees	\$218,996.00
Year 3 Subscription Fees	\$218,996.00
Year 4 Subscription Fees	\$218,996.00
Year 5 Subscription Fees	\$218,996.00

The Town contracted with Berry, Dunn, McNeil, & Parker LLC (aka Berry Dunn) to provide software consulting services for the Town to assist the Town in selecting a new Enterprise Resource Planning Software provider. One of the primary goals for new software was to allow the Town to implement Automated Metering Infrastructure (A.M.I.) as well as more informative utility bills and more options for Town utility account holders. The Univerus software contract that is being proposed does not include software for billing of real estate and personal property taxes. The Town currently uses B.A.I. Municipal Software for the billing/cashiering of personal property & real estate software, which is able to receive files directly from the Warren County Commissioner of Revenue's Office. The Town intends to continue using BAI Municipal software for billing of real estate and personal property taxes at this time. Univerus has agreed to build a custom program to allow receipting of tax payments in the Univerus system, which will allow the Town to use one software for receipting, rather than the Town running two cashier systems as done currently.

Budget/Funding: Implementation & Professional Service fees are a one-time charge for installation, training, and conversion of the Town's existing data.

Year one funding as follows:

9417-R47001	Electric Meter Reading – Machinery & Equipment	\$622,366.63
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Year 2-5 funding will be incorporated annually into future budgets under line item:

1204-43005	Information Technology – Maintenance Service Contract	\$218,996.00
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Meetings: Work Session held August 11, 2025

Proposed Motion: I move that Council authorize the award of a contract to Univerus Inc, a subsidiary of Blue Ocean Systems LLC, for enterprise resource planning software in the amount of \$662,366.63 for year one with annual subscription fees for years 2-5 in the amount of \$218,996.00 annually, with the contract to be approved by the Town Manager and Town Attorney.

Moved _____ Seconded _____

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

BRIEF SUMMARY OF SOME UNIVERUS SOFTWARE BENEFITS

1. **Implementation of Automated Metering Infrastructure** – once additional infrastructure is installed, utility account holders will be able to see real time usage of utilities via the Town's website
2. **Additional payment methods** – utility account holders will be able to use the online self-service portal to pay via electronic check, credit/debit card, schedule/cancel auto-drafts
3. **Electronic bills** – utility account holders will be able to sign up for electronic invoices
4. **Email/Text Messages** – utility account holders will be able to sign up for electronic reminders for upcoming due dates/disconnect notices
5. **Utility Bill Format** – the Town will be able to fully customize utility bills, provide usage graphs, and other information as the Town desires.
6. **Consolidation of Accounts** – utility account holders will be able to login to the website and see/pay all utility accounts under one login.
7. **Initiate New Utility Account Online** – customers will be able to open new utility accounts online
8. **Electronic Time-Keeping** – employees will be able to clock-in/out using software
9. **Employee Self Service Portal** – employees will have access to their data online
10. **Learning Management** – departments will have the ability to develop training courses specifically for their departments and assign the courses to employees.
11. **Fixed Asset Tracking** – fixed assets can be tracked beginning with original purchase, work orders, repairs, labor, scheduled maintenance, warranties, GIS, and additional information can be tracked. Fixed asset tracking software has been a request by departments and the Town's auditors for a number of years. Fixed assets can be labeled with a bar code to be scanned, which can bring up the asset and all associated work/documents.
12. **Work Flows** – processes can be established in the software to require different levels of approval and track changes. For example, if an employee requests to purchase an item, the supervisor may need to approve before procurement can continue.
13. **Procurement** – all invoices can be scanned into software and approved electronically by departments; as well as be tied to payments that can be easily drilled down into in the software; which will alleviate having to manually pull documents.
14. **Vendor Self Service Portal** – vendors used by the Town will be able to submit required documents online, such as W-9's, payment information, insurance/bond information, etc.
15. **Departmental Financials Access** – all departments will have real-time access to corresponding financials and have the capability to drill down from budget line items down to the check detail and invoices for payments.
16. **Cloud Services** – the Town will not need to purchase additional computer servers.

Town of Front Royal ERP Procurement Process

B.J. Wilson

Town Finance Director



July 31, 2025



Agenda

- ▲ **1** Background and History
- ▲ **2** Procurement Process Timeline
- ▲ **3** Awarded Modules
- ▲ **4** Why Univerus?
- ▲ **5** Desired Objectives and Univerus Capabilities
- ▲ **6** Core Requirement Fulfilled by Univerus
- ▲ **7** Next Steps
- ▲ **8** Univerus Implementation Timeline
- ▲ **9** Questions



Background and History

01

- The current system was implemented and went live in 2003.

02

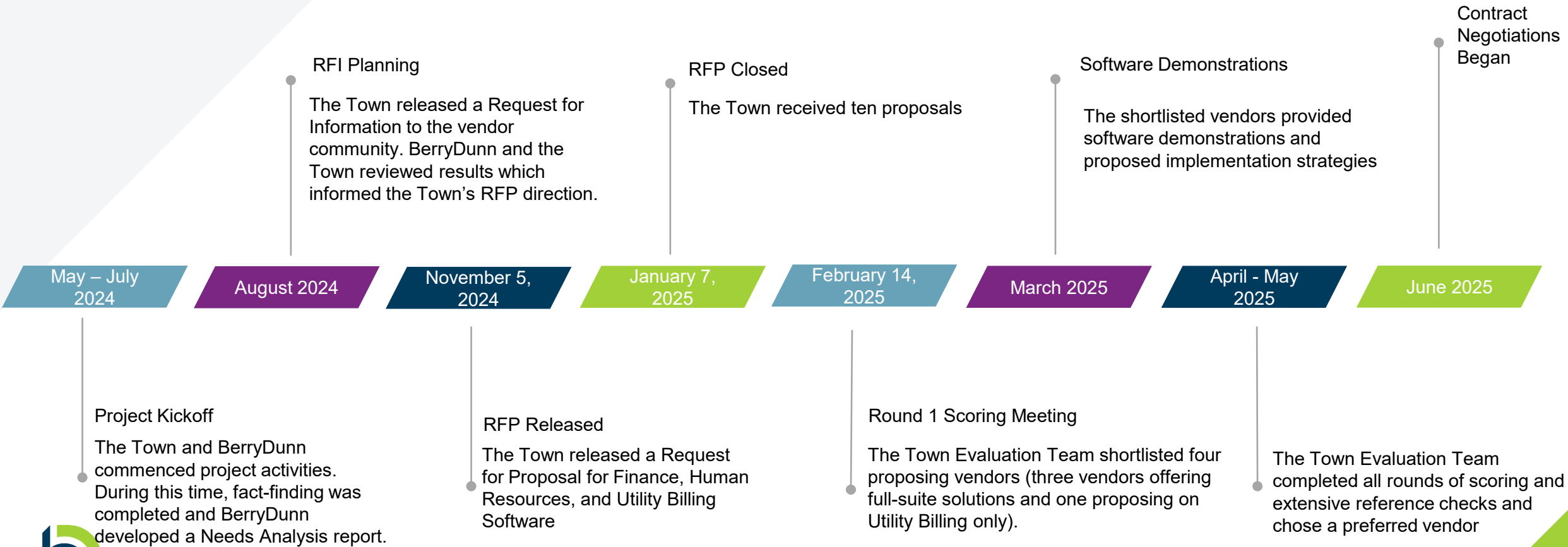
- Many critical modules are not integrated and sharing information is difficult.

03

- Staff reported some work is completed outside of the system and hard-copy and MS Excel spreadsheets are commonly used to complete typical tasks.

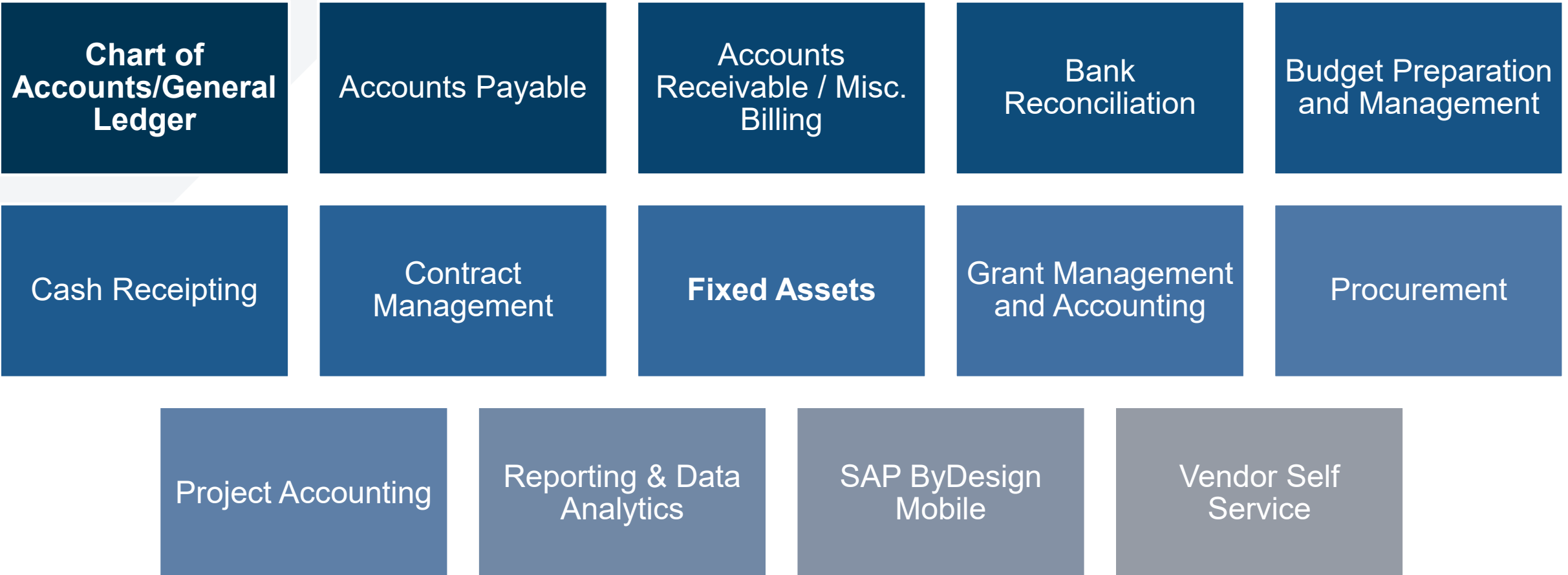


Procurement Process Timeline



Awarded Modules

Financial Modules



Awarded Modules

Human Capital Management Modules

**Human
Resources**

**Employee
Benefits**

**Employee
Master**

**Employee
Self Service**

**Learning
Management**

Payroll

**Employee
Time and
Attendance**

**Reporting
and Data
Analytics**

**Payroll
Employee
Records**



Awarded Modules

Utility Billing and Asset Management Modules

Utility Billing

- Univerus SAP Public Sector Pack
- Univerus Cashiering
- Customer Information System (CIS)
- Meter Data Management
- Cashiering
- Field Mobility
- myAccount (Customer) Online Portal
- Enrollment Portal

Asset Management & Work Orders

- Infrastructure Asset Management
- Facility Management Assets
- Work Orders
- Preventative Maintenance Work Orders
- ESRI Integration
- Field Mobile
- Dispatch Dashboard / Crew Assignments
- Inspections
- TCA Valuation



Why Univerus



UNIVERUS



Desired Objectives and Univerus Capabilities

Future ERP Solution

Enhance operational effectiveness by more timely, accurate, and complete information available

- Granular visibility into finances with built-in dashboards
- Powerful analytics and reporting with drill-down capabilities

Expanded online and mobile self-serve capabilities for employees and constituents

- Intuitive self-service for employees, managers, and executives
- Streamlines utility and business license bill pay functionality

Enhance workflows to support increased automation and operational efficiencies by streamlining business processes

- Numerous built-in and configurable business processes built on best-practices
- Enhanced pooled cash processing and reporting

Increase productivity by eliminating redundancy and unnecessary tasks

- Eliminates the need to work outside of the system in MS Excel spreadsheets
- Core Town business processes all housed within a single, connected solution



Core Requirements Fulfilled by Univerus

Financials

Functional Area	Standard	Future	Custom	Third-Party	Not Available	Total
General and Technical	151	0	0	0	0	151
General Ledger and Financial Reporting	142	0	0	0	0	142
Budgeting	126	0	70	0	0	196
Purchasing, Bid, and Contract Management	189	3	0	0	0	192
Accounts Payable	144	1	0	0	0	145
Accounts Receivable, General Billing, and Cash Receipts	155	0	0	0	0	155
Project Accounting	123	0	0	0	0	123
Fixed Assets	131	0	0	0	0	131



Core Requirements Fulfilled by Univerus

Human Capital Management

Functional Area	Standard	Future	Custom	Third-Party	Not Available	Total
Compensation	114	0	0	0	0	114
HR: Personnel and Employee Relations	211	0	0	1	1	213
Learning Management	52	0	4	1	6	63
Recruitment	207	0	0	0	7	214
Benefits Administration	125	0	3	0	1	129
Payroll	241	0	0	0	0	241
Time and Attendance	194	0	15	0	14	223

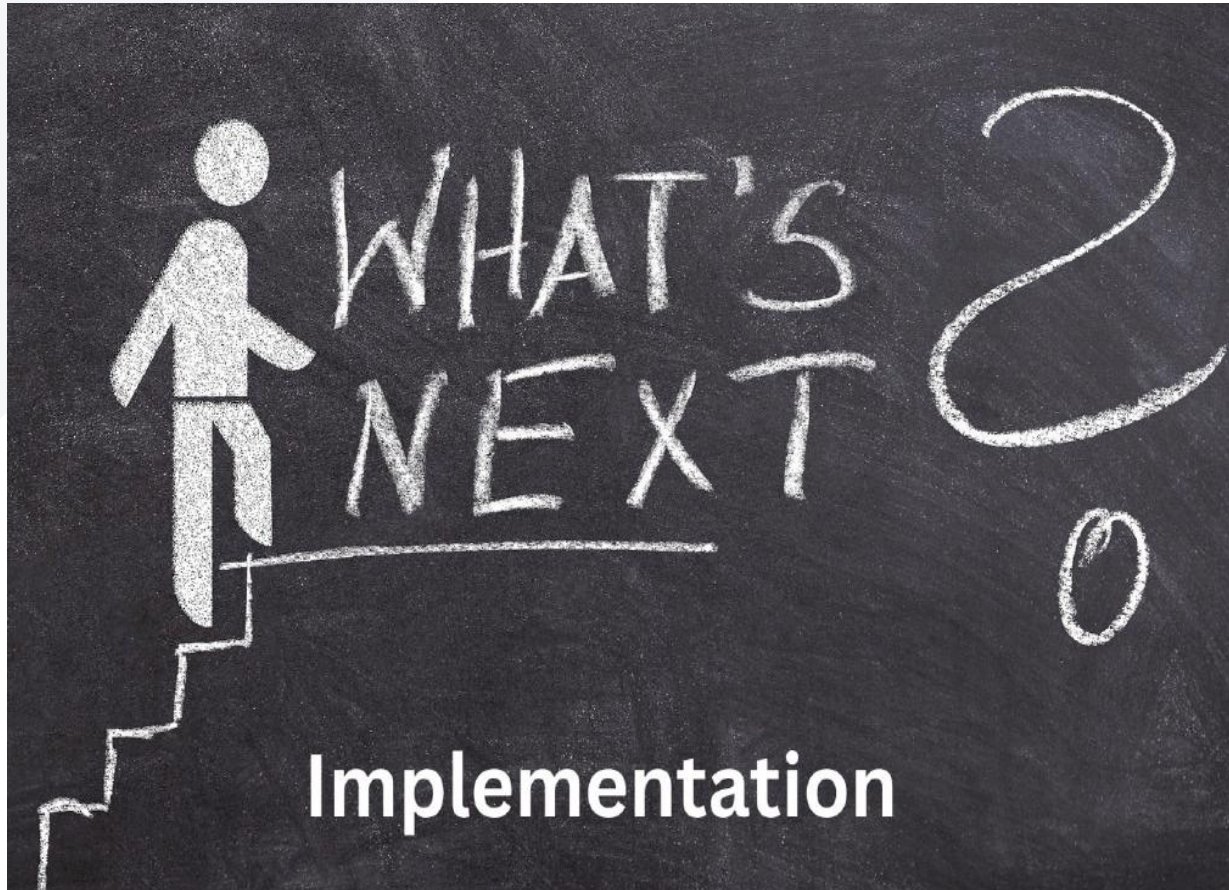
Core Requirements Fulfilled by Univerus

Utility Billing

Functional Area	Standard	Future	Custom	Third-Party	Not Available	Total
Utility Billing – Customer Accounts and Online Portal	121	2	0	0	0	123
Utility Billing – Billing and Rate Calculation	75	0	1	1	0	77
Utility Billing – Service Orders and Meter Reading	178	5	0	0	0	183

Total 5-year Projected Cost

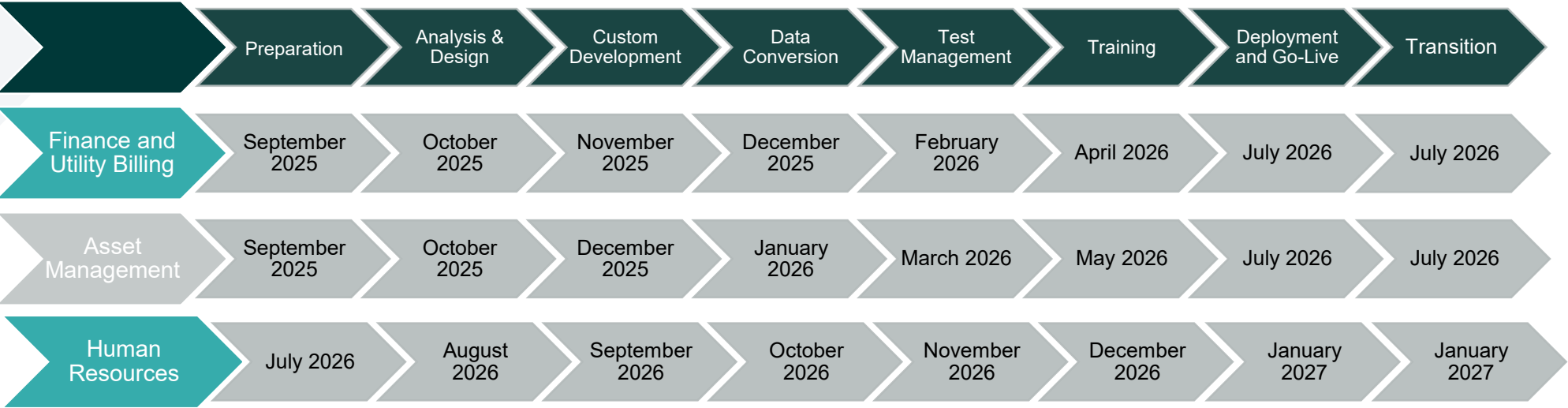
Line Item	Cost
Implementation Fees and Professional Services Fees	\$448,189.59
Year 1 Discount	\$44,818.96
Year 1 Subscription Fees	\$218,996
Total Year 1 Fees	\$622,366.63
Year 2 Subscription Fees	\$218,996
Year 3 Subscription Fees	\$218,996
Year 4 Subscription Fees	\$218,996
Year 5 Subscription Fees	\$218,996
Total 5-year Projected Cost	\$1,498,350.63



What's Next

Univerus Implementation Timeline

The Town anticipates beginning implementation activities in September 2025. This timeline represents Univerus' Implementation timeline for each phase of the project. The Town will adopt and implement as many Univerus best practices and workflows to optimize efficiency within the solution and maximize efforts during implementation. This timeline represents a best-case scenario, and the Town will leverage all available resources to meet this timeline.



Questions



REGULAR WORK SESSION ACTION AGENDA STATEMENT

Meeting Date: October 6, 2025

Item# 03C

Agenda Item: Award a Contract to Provide Merchant Services for Payment Processing

Summary: Council is requested to award a contract to Paymentus to provide merchant services for payment processing. Univerus software is designed to work with Paymentus to streamline payment processing in person and online; as well as provide automated bank reconciliations. Univerus software is capable of using other merchant service providers, but some functionality may be lost using a different merchant service provider.

Budget/Funding: N/A – Paymentus will not bill the Town for payment processing services

Meetings: Work Session held August 11, 2025

Proposed Motion: I move that Council authorize the award of a contract to Paymentus to provide merchant services for payment processing at no cost to the Town, with the contract to be approved by the Town Manager and Town Attorney.

Moved _____ *Seconded* _____

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

Paymentus

Prepared For & Delivered To	Town of Front Royal, VA-BJ Wilson Assistant Town Manager/Director of Finance
Transaction Items & Volumes on Card	39,204 Annual Transactions
Payment Type & Average Payment Amount	Utility- \$181.71

Paymentus Instant Payment Network® Solution Components

Paymentus processes payments using our secure PCI and Nacha compliant platform

☒		Responsive Web/Mobile View and pay online with guest (one-time) and enrolled/registered options.	☒		Agent Dashboard Real-time, single point of access to manage system and view analytics and reporting.
☒		Hosted IVR Phone payments with a multilingual and highly configurable call flow.	☒		Secure Service® IVR & SMS CSRs capture payments with PCI-compliant technology.
☐		eBill Presentment PDF of paper bill to be provided in portal	☐		Bill Print and Mail Full print and mail services for paper bills, inserts, imaging and other documents.
☒		Digital Wallets Pay with PayPal, Venmo, PayPal Credit, Apple Pay, Google Pay and more.	☐		Pay-by-Text with Unique- Link Automated interactions via SMS for payments that are quick and secure with personalized links.
☒		Outbound Messaging Deliver timely notifications by email, text and phone Adhoc or automated.	☐		Bill delivery with Unique-Link Receive text or email links to personalized bill delivery and images.
☐		Chatbot & AI Automation Use AI to help with common customer FAQs, payments and interactions.	☐		Kiosk Solutions Ease burden on staff via self-service in-person payments.
☒		Point of Service & Cashiering Accept in-person payments EMV/P2P/NFC/Cash/Check for over the counter and mobile devices.	☒		Walmart Bill Pay Accept debit and cash payments at Walmart stores. Consumer fees apply.
☐		Payouts/Digital Disbursements Streamline refunds, payouts, rebates by eliminating paper checks and delivery delays.	☐		Usage and Analytics Superior analytics and programmatic solutions for meter and data needs.
☐		PayPal Super App Reach customers through this widely used global app.	☐		Scan-to-Pay Accept cash payments at 90,000 retailers including CVS, Walgreens, 7-11 and more. Consumer fees apply.

Paymentus

Pricing Description – Inclusive of Paymentus Processing and Technology	
Setup, Subscription and Implementation	\$0.00
Integration Costs from Paymentus to Univerus	\$0.00
Annual/Monthly Support and Maintenance	\$0.00
Gateway Fees, Nacha and PCI Compliance	\$0.00
Use of Real-Time API, File and SSO Integration Options	\$0.00
Data and Profile Migration Services	\$0.00
Persistent Test Environment(s)	\$0.00
24/7 Security Monitoring and Network Operations	\$0.00
Real-Time Payment Processing	\$0.00
Telecom Charges for IVR and Automated Notifications	\$0.00
Encryption and Tokenization Services	\$0.00
Fraud Detection, Aggregator and Mitigation Services	\$0.00
Comprehensive Reporting and Lookup: All Pay Channels/Methods	\$0.00
Real-time System Performance and Analytics Dashboard	\$0.00
Ongoing Product Feature Releases and Payment Methods	\$0.00
Account Management Support and Training	\$0.00

Paymentus

OPTION 1: Payment Type and Pricing Model: Utility- Flat Rate Convenience Fee

Transaction Fees	
ACH/eCheck Includes Account Validation for Nacha Compliance	\$1.00 per item
Credit Cards, Debit Cards and Digital Wallets (Includes Auto Updater, Visa, Mastercard, Discover, American Express, PayPal, Venmo, Google Pay, Apple Pay, etc.)	\$3.50 per item

We are open to a variety of pricing models and can offer additional options for your consideration at any time.

Additional Notes:

- Maximum payment amount per Credit/Debit/Digital Wallet transaction \$750.00. Multiple payments can be made.
- Maximum payment amount per ACH/eCheck transaction \$100,000.00.
- Chargebacks and returned checks will be billed at \$9.95 per item.
- Outbound Messaging (SMS, Email and phone) to be included at no cost for all automated messages. Ad hoc messages to be provided at no cost up to 10,000 messages annually. Additional messages to be billed at \$0.20 each.

Card Reader Devices:

- Option 1: Lane3000 Standard Terminal (\$539/unit plus applicable tax)
 - Option 2: Lane7000 Standard Terminal (\$760/unit plus applicable tax)
-

Paymentus

OPTION 2: Payment Type and Pricing Model: Utility- Percentage Convenience Fee

Transaction Fees	
ACH/eCheck Includes Account Validation for Nacha Compliance	\$0.50 per item
Credit Cards, Debit Cards and Digital Wallets (Includes Auto Updater, Visa, Mastercard, Discover, American Express, PayPal, Venmo, Google Pay, Apple Pay, etc.)	2.35% of payment amount per item

We are open to a variety of pricing models and can offer additional options for your consideration at any time.

Additional Notes:

- Maximum payment amount per Credit/Debit/Digital Wallet transaction \$50,000.00. Multiple payments can be made.
- Maximum payment amount per ACH/eCheck transaction \$100,000.00.
- Minimum transaction fee per Credit/Debit/Digital Wallet transaction \$1.00.
- Chargebacks and returned checks will be billed at \$9.95 per item.
- Outbound Messaging (SMS, Email and phone) to be included at no cost for all automated messages. Ad hoc messages to be provided at no cost up to 10,000 messages annually. Additional messages to be billed at \$0.20 each.

Card Reader Devices:

- Option 1: Lane3000 Standard Terminal (\$539/unit plus applicable tax)
 - Option 2: Lane7000 Standard Terminal (\$760/unit plus applicable tax)
-

MASTER SERVICES AGREEMENT

Client:	Town of Front Royal, VA
Client Address:	102 E Main Street, Front Royal, VA 22630
Contact for Notices to Client:	BJ Wilson
Estimated Number of Yearly Payments:	39,204

This Master Services Agreement ("Agreement") is entered into as of the date of the last of the signatures set forth below ("Effective Date"), by and between the Client identified above and Paymentus Corporation, a Delaware Corporation, with a principal place of business at 11605 N. Community House Road, Suite 300, Charlotte, North Carolina 28277. Client and Paymentus are also referred to as "Party" and collectively as the "Parties".

STATEMENT OF PURPOSE

Paymentus desires to provide, Client desires to receive electronic bill payment services as more particularly described in this Agreement under the terms, and conditions set forth herein.

AGREEMENT

In consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows. This Agreement consists of the following documents:

- (i) this signature page
- (ii) the General Terms and Conditions; and
- (iii) the following Schedules:

Schedule A: Paymentus Service Fee Schedule
Schedule B: Client Payment Data

This Agreement represents the entire agreement between the parties with respect to its subject matter, supersedes all prior written or oral agreements or understandings related to the subject matter hereof, and may be changed only by agreements in writing signed by the authorized representatives of each of the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CLIENT:

By: _____

NAME: _____

TITLE: _____

DATE: _____

PAYMENTUS CORPORATION

By: _____

NAME: _____

TITLE: _____

DATE: _____

Paymentus

GENERAL TERMS AND CONDITIONS

BY AND BETWEEN PAYMENTUS CORPORATION AND THE TOWN OF FRONT ROYAL, VA

1 **Definitions:**

For the purposes of the Agreement, the following terms and words have the meaning ascribed to them, unless the context clearly indicates otherwise.

- 1.1 **"Affiliates"** means (i) any entities that control, are controlled by, or are under common control with a Party.
- 1.2 **"Agent Dashboard"** means a web based portal that enables Client to manage and monitor its' customers' payments and accounts including such features as the ability to add and manage users, look up payment schedules, make payments manually on behalf of the customers, and generate payment reports.
- 1.3 **"Agreement"** or **"Master Agreement"** means the Master Services Agreement between the parties, as amended from time to time, including the Signature Page, these General Terms and Conditions and all Schedules.
- 1.4 **"Average Bill Amount"** means the total amount of Payments processed through Paymentus in a given month divided by the number of the Payments for the same month.
- 1.5 **"Custom Enhancement(s)"** means one or more enhancements to the Services which is either unique to Client, or which was expedited prior to being developed pursuant to a Statement of Work entered into by the Parties in which Client agrees to pay Professional Services Fees for the Work done in connection therewith.
- 1.6 **"Customer Information Files"** or **"CIF"** means a computerized file used by a company that stores all customer data such as the customer's personal and account information.
- 1.7 **"Custom Implementation"** means implementation of Client's Custom Integration and Custom Enhancements in accordance with the applicable SOW.
- 1.8 **"Custom Integration"** customization of the Platform to integrate with Client's billing system using non-standard file specifications or application programming interfaces ("APIs") supported by Client's billing system
- 1.9 **"Effective Date"** has the meaning set forth on the signature page above, unless the Agreement is submitted to Client for acceptance in a manner that does not call for Paymentus to execute it, in which event the Effective Date shall be the date that Client signs the Agreement.
- 1.10 **"Excess Payment Amount"** means the Payment Amounts from Non-Qualified Transactions processed in a calendar month.
- 1.11 **"Fee Assumptions"** means information used to calculate the Paymentus Fee (as defined in Section 3.2) as provided by Client in good faith, including (i) the projected Average Bill Amount, and (ii) the projected payment method mix (credit vs debit vs e-check) of all card Payments processed that month.
- 1.12 **"IPN"** or **"Instant Payment Network"™** means the network developed by Paymentus to enable customer engagement, bill presentment and receipt of payments by businesses through multiple channels as enabled from time to time by Paymentus.
- 1.13 **"Launch Date"** means the date on which Client completes the introduction to Users of all of the Services set forth on Schedule A or in any applicable SOW as of the Effective Date of this Agreement.
- 1.14 **"Minimum Monthly Commitment"** means a fixed amount agreed to by the Parties that is based upon the expected number of transactions to occur each month during the Term times the Average Bill Amount.
- 1.15 **"Non-Qualified Transaction"** means any payment where the Paymentus Fee is lower than the cost of processing such payment (including the cost of Third Party Fees).
- 1.16 **"Payment"** means payment by a User through the Platform for Client's services, Client's bills, or other amounts owed to Client.
- 1.17 **"Payment Amount"** means the amount of a Payment.
- 1.18 **"Paymentus Authorized Processor"** means a Paymentus authorized merchant account provider or payment processing intermediary or gateway.

- 1.19 **"Paymentus Fee"** is the amount charged for the Services as set forth on Schedule A.
- 1.20 **"Platform"** is defined in Section 2.1.
- 1.21 **"Professional Services"** means the work to be performed for Client by Paymentus as described in the Statement of Work, which may be changed from time to time in accordance with the Change Order process described in the SOW.
- 1.22 **"Professional Services Fees"** means the fees charged for the Professional Services described on a Statement of Work.
- 1.23 **"Reversed or Chargeback Transactions"** means cancelled transactions due to User error, a User's challenge to Payment authenticity, or action by a financial institution or a Paymentus Authorized Processor (commonly referred to as ACH or eCheck returns or credit/debit card chargebacks).
- 1.24 **"Services"** means the performance by Paymentus of the payment and related services selected by Client as set forth in Schedule A and as provided in Section 2.2.1.
- 1.25 **"Standard Implementation"** means (i) the initial integration between the information systems of both parties so that Paymentus can receive Client's customer data to be used in the provision of the Services, and Client can receive payment and other related data from Paymentus, (ii) the setup of the payment processor and bank deposit accounts, (iii) the setup of the payment channels described on Schedule A to this Agreement and (iv) the creation of business rules to be applied to the acceptance of payments, all as further described in the applicable SOW or Paymentus documentation. Any changes following the initial integration will be handled through the Change Order process.
- 1.26 **"Statement of Work" or "SOW"** means the statement of work entered into between the Parties, which shall be substantially in the form attached as Schedule C, which is attached hereto and incorporated herein by reference.
- 1.27 **"System Availability"** means that date on which Paymentus notifies Client's that the Platform is ready process User data.

- 1.28 **"Term"** means the Initial Term and any renewal term as defined in Section 7.1 of this Agreement.
- 1.29 **"Third Party Fees"** is defined in Section 2.1 of this Agreement.
- 1.30 **"User"** means a Client customer who uses the Services to pay its Client bills.
- 1.31 **"Work" or "Work Product"** means the customizations that are performed by Paymentus as part of the Professional Services described in the SOW.

2 Description of Services to be Performed

2.1 Scope of Services

When selected on Schedule A, Paymentus will provide Users the opportunity to view and receive bills, make Payments using the payment methods provided under Schedule A and other payment methods and wallets as offered by Paymentus from time to time. The payment methods and other services provided may be used within the channels described on Schedule A or on other websites or mobile/web apps or chatbots or voice assistants that are part of the Instant Payment Network, (collectively referred to as the "Platform"). Paymentus will provide a mechanism by which Client may select the channels and payment methods Client wishes to offer Users. Paymentus will be the exclusive provider to Client of all electronic bill payment and related services substantially similar to the Services.

2.2 Professionalism

Paymentus will perform the Services in a professional and commercially reasonable manner.

2.3 New or Enhanced Services

From time to time Paymentus may offer Client new or enhanced services, such as new functionality within the IPN, the ability to accept other payment methods, methods of bill presentment, the ability to access alternative payment processors or other service providers or Paymentus Authorized Processors or otherwise modify the terms and conditions under which the Services are provided ("Service Enhancements"). Paymentus will provide Client with notice through the Agent Dashboard disclosing the terms, including any contracts or contract amendments, under which the Service Enhancements will be made available. If the Service Enhancements will result in additional fees to or impose additional material obligations on Client or Users, Client will have thirty (30) days after the date

the notice is posted on the Agent Dashboard to opt-out of the Service Enhancements in the manner provided in the notice. If Client does not opt-out in a timely manner, then when the Service Enhancements are introduced they will form part of the Services and Client will be bound by the additional terms as disclosed in the notice, and the Paymentus Service Fee (Schedule A) will be deemed amended to reflect changes in the Services and fees in connection with the Service Enhancements.

3 Compensation and Payment Terms

3.1 Implementation

3.1.1 Charge for Standard Implementation. Paymentus will charge the fees related to Standard Implementation that are set forth on the applicable Statement of Work.

3.1.2 Custom Implementation. If Client requests customizations during the implementation process, the SOW will contain an estimate of the amount of custom Work that will be required to be performed on a time and materials basis, which Work will be performed at a blended hourly rate set forth therein in accordance with the payment terms set forth in the SOW. If there are changes following the execution of the Statement of Work, the parties will follow the change order process detailed in the SOW. Custom implementation shall be billed as set forth in the SOW.

3.2 Paymentus Fee

3.2.1 Party to be charged the Paymentus Fee. The party to be charged the Paymentus Fee is identified on Schedule A.

3.2.2 Third Party Payments. Paymentus will pay the corresponding processing and related fees to the applicable third parties out of the Paymentus Fee ("Third Party Fees"), except for fees related to Reversed or Chargeback Transactions.

3.2.3 Adjustments to the Paymentus Fee. The Paymentus Fee may be adjusted thirty (30) days following the date of delivery by Paymentus' of prior written notice to Client due to one of the following:

3.2.3.1 Mistake in connection with the Fee Assumptions. A mistake by either of the parties with respect to the Fee Assumptions, including but not limited to changes in (a) the average Payment Amount made by the Users, (b) the mix of payment methods utilized by the Users or (c) the interchange rates applied to transactions.

3.2.3.2 Charges for Non-qualified Transactions. Client will be billed additional Paymentus Fees equal to 2.95% of the Excess Payment Amount for each month.

3.2.3.3 Changes in Third Party Fees. Changes in the card or payment system rules, changes in payment processing fees or other changes in Third Party Fees that are outside of Paymentus' control that increase Paymentus' cost of processing transactions.

3.2.3.4 Changes due to increases in the Consumer Price Index. Beginning on the first anniversary of the Launch Date, and continuing on each anniversary of the Launch Date thereafter during the initial term and any renewal terms, the Paymentus Fee may be increased annually by a percentage equal to the increase in the Consumer Price Index, "U.S. City Average/All Items for All Urban Consumers (CPI-U) (1982-84 = 100)".

3.3 Payment Terms.

3.3.1 User Paid Invoices. When User pays the Paymentus Fees (as designated on Schedule A), User will pay the Paymentus Fees together with the corresponding Payment at the time of the transaction.

3.3.2 Client Paid Invoices. When Client is obligated to pay the Paymentus Fee (as shown on Schedule A), Paymentus will invoice Client promptly following the end of each full or partial calendar month during the Term and Client's bank account will be debited for Paymentus Fees. In addition, Client will be billed for applicable Professional Services Fees as described in the SOW in accordance with the terms set forth therein. Client shall notify Paymentus in writing of any alleged errors or discrepancies detected by Client in Paymentus' calculation of the Paymentus Fees, or Professional Services Fees contained in the applicable invoice(s) within thirty (30) days from the invoice date ("Due Date"). To the extent that any portion of an invoice is disputed in good faith ("Disputed Amount"), Client shall timely pay on or prior to the Due Date the undisputed portion of any invoice, and promptly notify Paymentus in writing of the Disputed Amount, providing a reasonably detailed explanation for such Disputed Amount ("Invoice Dispute Notice"). The parties shall work together in good faith to resolve all issues identified in the Invoice Dispute Notice within ten (10) days of Paymentus' receipt thereof. Charges on invoices which are not disputed within 60 (sixty) days of the invoice date shall be deemed accepted and Paymentus shall have no obligation to correct any calculation errors identified after such period. Invoices that are not

Commented [BW1]: Need estimate for setting up BAI Municipal Software payments

Commented [JSW2]: Per NH, No estimate required. Standard integration. PAY has a posting file and CIF file can be produced. No real time with anyone. (i.e.: BAI is an older system)

timely paid shall be subject to interest from the Due Date at the higher of 18% per annum or the then current legal rate of interest.

4 Payment Processing

4.1 Integration with Client's Billing System

Paymentus will provide implementation services to Client in accordance with the terms of Schedule C, which is attached hereto and incorporated herein by reference.

4.2 PCI Compliance

To the extent that either party receives payment card information subject to the Payment Card Industry Data Security Standards ("PCI-DSS") in connection with providing the Services, such party will comply with all requirements of the PCI-DSS with respect to storage, transmission and disclosure of payment card information.

4.3 Explicit User Confirmation

Paymentus will electronically confirm to the User the dollar amount of all Payments, and when paid by the User, the corresponding Paymentus Fee to be charged for the transaction, and electronically obtain the User's approval of the charges prior to initiating payment authorizations transaction.

4.4 Merchant Account

If described as part of implementation services in the applicable SOW, Paymentus will assist Client in setting up a merchant account directly with the Paymentus Authorized Processor for processing and settlement of transactions.

4.5 Payment Authorization

For authorization purposes, Paymentus will electronically transmit all card or other payment transactions to the appropriate processing center, in real time as the transactions occur or as provided in applicable rules. In its sole discretion, Paymentus may refuse to process any transaction that it reasonably believes is (i) submitted in violation of its terms of use or (ii) necessary to protect Client, Users, itself or others from actual or potentially illegal, fraudulent or harmful activity.

4.6 Settlement

Paymentus together with a Paymentus Authorized Processor will forward the payment transactions, to the appropriate organizations for settlement directly to Client's depository bank account previously designated by Client ("Client Bank Account") as a

positive amount of payment processing funds, net of any User paid Paymentus Fee and any Reversed or Chargeback Transactions (described below). When Client pays the Paymentus Fee, Paymentus will invoice Client and debit the fees from the Client Bank Account on a monthly basis.

Paymentus together with the Paymentus Authorized Processor will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and Paymentus agree to fully cooperate with each other if Paymentus were to change its settlement and invoicing processes.

4.7 Reversed or Chargeback Transactions

With respect to all Reversed or Chargeback Transactions, Client authorizes Paymentus and Paymentus Authorized Processor (and/or the respective payment organizations) to debit the Client Bank Account for the Payment Amount and/or offset the Payment Amount against future payouts and Paymentus will refund the applicable amount to the payment organization for credit back to the User the corresponding Paymentus Fee, if any.

Paymentus together with Paymentus Authorized Processor will continuously review its processes for Reversed or Chargeback Transactions for simplicity and efficiencies. Client and Paymentus agree to fully cooperate with each other if Paymentus requires any change to its settlement and invoicing processes for these transactions.

5 General Conditions of Services

5.1 Service Reports

Paymentus will provide Client with reports summarizing use of the Services by Users for a given reporting period, which period shall be designated by Client during the Standard Implementation process. Such standard reports are available through the Agent Dashboard.

5.2 User Adoption Communication by Client

Client will prominently communicate the Services as a primary payment option to its customers wherever Client usually communicates its other payment options.

Paymentus will provide Client with logos, graphics and other marketing materials solely for Client's use in its communications with its customers regarding the Services and/or Paymentus.

5.3 Independent Contractor

Paymentus is an independent contractor. Paymentus is not acting as an agent or fiduciary of the Client or its Users.

5.4 Client's Responsibilities

In order for Paymentus to provide the Services, Client will fully cooperate with Paymentus by:

- (i) Entering into (and authorizing Paymentus to do so on its behalf) all applicable merchant processing, cash management, ACH origination, or kiosk agreements, provided that Client is given notice of and approves any additional fees associated with those agreements, and providing information and consents reasonably requested in connection with the agreements.
- (ii) Maintaining throughout the duration of the Agreement during which direct payments via the web is activated, a bill payment link connecting to the Paymentus Platform at a prominent and mutually agreed location on Client's website. If the IVR channel is activated, the phone number for IVR payments will also be added to the web site and as an option as part of Client's general phone system.
- (iii) Sharing User Adoption Communication as described in Section 5.2 (User Adoption Communication by Client).
- (iv) Providing Customer Information to Paymentus. As part of the information transfer required for implementation, Client will provide Paymentus with CIF on all Client customers serviced by Client. The CIF shall also identify customers by payment type.
- (v) Launching the Service within 30 days of Univerus (CIS system of record) go live date. Paymentus will notify Client in writing of System Availability. Client will have five (5) days following such notification to confirm that there are no material defects in the System ("Testing Period"). If material defects in the System are identified, Client shall provide reasonable detail to Paymentus about such defects, and the System Availability date will be extended until Paymentus notifies Client again of System Availability, and following an additional Testing Period, Client confirms there are no material defects in the System. If the Launch Date does not occur by the earlier of (i) thirty (30) days following Univerus (CIS system of record) go live date, Client shall be obligated to pay seventy-five percent (75%) of the Minimum Monthly Commitment Fees commencing the following month.
- (vi) Dedicating sufficient properly trained and fully engaged personnel to support the implementation process and its use of the Services in compliance with all laws applicable to its use of the Services.
- (vii) Providing Paymentus with the file format specification currently used to post payments to the billing system to allow Paymentus to provide Client with a posting file for posting to Client's billing system.
- (viii) Fully cooperating with Paymentus and securing the cooperation of its software and service providers and providing the information required to integrate with Clients' billing system.
- (viii) Fully cooperating with Paymentus to integrate its systems with the Paymentus Platform through the use of Paymentus' APIs to enable Client's access to the IPN, if selected.
- (ix) Promptly provide Paymentus notice within a reasonable time if Client encounters a cyber-incident or a data security breach which could reasonably be expected to compromise Paymentus data.

6 Indemnification and Limitation of Liability

6.1 Paymentus Indemnification and Hold Harmless

Paymentus agrees to defend, hold harmless and indemnify Client and its directors, officers or governing officials, and employees (collectively, the "Client Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Client Indemnitee arising from a claim or demand brought by a third party to the extent such claim or demand alleges that the Services provided under this Agreement infringe the intellectual property rights of the third-party.

6.2 Indemnification Procedure

The indemnified party will give the indemnifying party prompt written notice of any claim for which indemnification is sought. The indemnifying party will have the right to control the defense and settlement of any claim, provided that any settlement that admits liability on behalf of the indemnified party, or adversely affects the indemnified party shall (i) require the indemnified party's prior written consent, which consent will not be unreasonably conditioned,

delayed or withheld and (ii) to the extent legally permitted, shall remain confidential.

6.3 Warranty Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, PAYMENTUS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED AND DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO CLIENT OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS, FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICES OR ANY GOOD PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THE AGREEMENT.

6.4 Limitation of Liability

NOTWITHSTANDING THE FOREGOING, PAYMENTUS WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF THESE DAMAGES. IN NO EVENT WILL PAYMENTUS BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM THE ACTS, OMISSIONS OR ERRORS OF THIRD PARTIES OR OF CLIENT OR FOR PROVIDING AGREEMENTS, INSTRUCTIONS OR INFORMATION TO USERS AS INSTRUCTED BY CLIENT. PAYMENTUS' TOTAL LIABILITY FOR DAMAGES FOR ANY AND ALL ACTIONS ASSOCIATED WITH THE AGREEMENT OR THE SERVICES WILL IN NO EVENT EXCEED (I) FOR AN ERROR OR OTHER ACTION AFFECTING THE PROCESSING OF ONE OR MORE PAYMENTS, THE AMOUNT OF THE PAYMENTUS FEE ASSOCIATED WITH EACH PAYMENT, (II) FOR ALL OTHER CLAIMS, THE AMOUNT OF THE PAYMENTUS FEE (NET OF DIRECT PROCESSING AND OTHER FEES PAID BY PAYMENTUS) PAID TO PAYMENTUS ("NET FEES") IN THE SIX (6) MONTHS BEFORE THE EVENTS GIVING RISE TO THE CLAIM OR CLAIMS ARISING FROM THE SAME CIRCUMSTANCES; AND (III) IN NO EVENT, MORE THAN THE LESSER OF \$500,000.00 OR THE NET FEES UNDER THE AGREEMENT.

7 Term and Termination

7.1 Term

The term of the Agreement will commence on the Effective Date and continue for a period of 5 (five) years ("Initial Term") from the Launch Date.

At the end of the Initial Term, the Agreement will automatically renew for successive one (1) year periods unless either Client or Paymentus provides the other party with not less than 3 (three) months prior written notice before the automatic renewal date that it elects not to automatically renew the term of the Agreement.

7.2 Material Breach

A material breach of the Agreement will be cured within 90 (ninety) business days ("Cure Period") after a party notifies the other in writing of the breach in accordance with the Notice Provisions of this Agreement and with reasonable details regarding the material breach. In the event a material breach has not been cured within the Cure Period, the non-breaching party can terminate the Agreement by providing the other party with a 30 business days' written notice.

7.3 Upon Termination

Upon termination of the Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. During any period between the date of the notice of non-renewal or termination, if applicable, and the termination date set forth therein, Client shall maintain transaction volumes materially consistent with historical usage of Paymentus' Platform. Upon termination, Paymentus will cease all Services being provided hereunder unless otherwise agreed in writing.

10. Intellectual Property

In order that Client may promote the Services and Paymentus' role in providing the Services, Paymentus grants to Client a revocable, non-exclusive, royalty-free, license to use Paymentus' logo and other service marks (the "Paymentus Marks") for this purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by

Paymentus on the IVR or the Website) or other intellectual property right of Paymentus ("Paymentus Intellectual Property"). All Paymentus Marks, Paymentus Intellectual Property, and the Platform and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

11. Miscellaneous

11.1 Authorized Representative

Each party will designate an individual to act as its representative, with the authority to transmit instructions and receive information. The parties may from time to time designate and notify the other party of other individuals or change the individuals.

11.2 Notices

All notices of any type hereunder ("Notices") will be in writing and sent to the addresses indicated on the signature page and except as otherwise provided in these Terms and Conditions will be given by certified mail, a national courier or by hand delivery. Notices will be considered to have been given or received on the date the notice is physically received. Any party by giving notice in the manner set forth herein (or by electronic mail) may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received, by sending Notice to the other party. Notices to Paymentus shall also be copied to the attention of the Legal Department at the Paymentus address.

11.3 Interpretation

It is the intent of the parties that no portion of the Agreement will be interpreted more harshly against either of the parties as the drafter.

11.4 Governing Law

The Agreement will be governed by the laws of the state of Virginia, without giving effect to any principles of conflicts of law.

11.5 Severability

If a word, sentence or paragraph herein is declared illegal, unenforceable, or unconstitutional, that word, sentence or paragraph will be severed from the Agreement, and the Agreement will be read as if that word, sentence or paragraph did not exist.

11.6 Attorney's Fees

Should any litigation or other dispute requiring the involvement of attorneys arise between the parties

concerning the Agreement, the parties agree to bear their own costs and attorney's fees.

11.7 Force Majeure

Each of the Party's will be excused from performing the Services or other non-monetary obligations to the extent such Party's performance is directly delayed, impaired or rendered impossible due to acts of God or other events that are beyond such Party's reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), fire, storms, floods, labor strikes, labor walk-outs, pandemics or other wide-scale health crisis, quarantine and related restrictions, explosions, extra-ordinary loss of utilities (including telecommunications services), or external computer "hacker" attacks and/or delays of common carrier.

11.8 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer rights, benefits, remedies, obligations or liabilities on any person (including Users or customers of the parties) other than the parties or their respective successors and permitted assigns.

11.9 Entire Agreement

The Agreement represents the entire agreement between the parties with respect to its subject matter and supersedes all prior written or oral agreements or understandings related to its subject matter and except as provided in the Agreement may be changed only by agreements in writing signed by the authorized representatives of the parties. Paymentus may amend this Agreement as reasonably necessary to comply with laws, regulations or rules applicable to the Services provided under this Agreement.

11.9 Counterparts

The Agreement and any amendment or other document related to the Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The Agreement and any amendment or other document related to the Agreement may be signed electronically. A photographic or facsimile copy of the signature evidencing a party's execution of the Agreement will be effective as an original signature.

COPY

Schedule A – Paymentus Service Fee Schedule

The Services will initially consist of the Services indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated by Client as a User paid fee.

Channel	Channels	Services	Payment Methods & Channels	User will make payments
☒	Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit, Secure PDF Push, Chatbot, Advanced Notification Service (ECM), Text 2 Pay, Voice Assistants, Mobile Apps and others as offered by Payments from time to time	☒ 2.35% of payment amount per item per credit/debit/digital wallet transaction ☒ \$0.50 per item per ACH/eCheck transaction
☒	Direct Payments (Web, IVR, Scheduled)	Ebill Presentment and Customer Engagement	Credit, Debit, ACH	☒ 2.35% of payment amount per item per credit/debit/digital wallet transaction ☒ \$0.50 per item per ACH/eCheck transaction

Note:

- Average Bill Amount: \$181.71.
- Maximum ACH payment amount per transaction \$100,000.00. Multiple payments can be made.
- Maximum card/digital wallet payment amount per transaction \$50,000.00. Multiple payments can be made.
- Minimum transaction fee per credit/debit/digital wallet transaction \$1.00.
- Chargebacks and returned checks will be billed at \$9.95 per item.
- Outbound Messaging (SMS, Email and phone) to be included at no cost for all automated messages. Ad hoc messages to be provided at no cost up to 10,000 messages annually. Additional messages to be billed at \$0.20 each.
- The Town of Front Royal refers to the Hanover County contract terms and conditions in a cooperative contract agreement between both parties.

Card Reader Devices (Optional):

- Option 1: Lane3000 Standard Terminal (\$539/unit plus applicable tax)
Option 2: Lane7000 Standard Terminal (\$760/unit plus applicable tax)

Schedule B – Client Payment Data

[To be provided by Client]

According to merchant statements, the annual volume for the last 12 months was 39,204 payments with an average of \$180.71 per transaction.

COPY



REGULAR WORK SESSION ACTION AGENDA STATEMENT

Meeting Date: October 6, 2025

Item# 03D

Agenda Item: Resolution - Authorization for Town Attorney and Town Manager to Execute Settlement Participation Form for the Town to Participate in Settlement with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (the “Manufacturers”) of Opioid Related Claims

Summary: Council is requested to approve a resolution authorizing the Town Attorney and Town Manager to execute a participation form necessary for the Town to be a participating subdivision in the settlement of opioid related claims involving Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus (the “Manufacturers”)

Budget/Funding: N/A

Meetings: N/A

Proposed Motion: I move that Council approve the resolution authorizing the Town Attorney and Town Manager to execute the Settlement Participation Form.

Moved _____ *Seconded* _____

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

RESOLUTION

A RESOLUTION OF THE FRONT ROYAL TOWN COUNCIL APPROVING OF THE TOWN'S PARTICIPATION IN THE PROPOSED SETTLEMENT OF OPIOID-RELATED CLAIMS AGAINST ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SUN, AND ZYDUS, AND DIRECTING THE TOWN ATTORNEY AND TOWN MANAGER TO EXECUTE THE DOCUMENTS NECESSARY TO EFFECTUATE THE TOWN'S PARTICIPATION IN THE SETTLEMENT

WHEREAS, the opioid epidemic that has cost thousands of human lives across the country also impacts the Commonwealth of Virginia and its counties, cities, and towns, including the Town of Front Royal, by adversely impacting the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services by Front Royal's various departments and agencies; and

WHEREAS, the Commonwealth of Virginia and its counties, cities, and towns, including Town of Front Royal, have been required and will continue to be required to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause the citizens of the Commonwealth and Town of Front Royal; and

WHEREAS, settlement proposals have been negotiated that will cause the opioid manufacturers Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (collectively, "the Manufacturers") to pay an aggregate of approximately \$720 million dollars nationwide to resolve opioid-related claims against them; and

WHEREAS, the Town Attorney has reviewed the available information about the proposed settlements with the Manufacturers and has recommended that the Town participate in the settlements;

NOW THEREFORE BE IT RESOLVED that the Front Royal Town Council, this ____ day of _____, 2025, approves of the Town's participation in the proposed settlements of opioid-related claims against the Manufacturers, and directs the Town Attorney and Town Manager to execute the documents necessary to effectuate the Town's participation in the settlements, including the required release of claims against the Manufacturers.

APPROVED:

Lori A. Cockrell, Mayor

ATTEST:

Tina L. Presley, Clerk of Council

Vote on next page

This Resolution was approved 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 A. Wood	__Yes __No

Approved as to Form and Legality:

George M. Sonnett, Jr., Town Attorney

Dated: _____

DRAFT

National Opioids Settlements: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus
Opioids Implementation Administrator
opioidsparticipation@rubris.com

York County, VA
Rubris Reference Number: CL-1768503

**TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT NATIONAL OPIOID
SETTLEMENTS.**

SETTLEMENT OVERVIEW

Proposed nationwide settlement agreements (“Settlements”) have been reached that would resolve opioid litigation brought by states, local political subdivisions, and special districts against eight opioids manufacturers, Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (the “Manufacturers”). Local political subdivisions and special districts are referred to as “subdivisions.”

The Settlements require the settling Manufacturers to pay hundreds of millions of dollars to abate the opioid epidemic. The Settlements will provide a maximum of approximately \$720 million in cash to participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlements require:

- Alvogen to immediately pay up to approximately \$19 million;
- Amneal to pay up to approximately \$74 million over 10 years, and to provide either approximately \$177 million of its generic version of the drug Narcan or up to an additional approximately \$44 million in cash;
- Apotex to immediately pay up to approximately \$65 million;
- Hikma to immediately pay up to approximately \$98 million, and to provide either approximately \$35 million of its naloxone product or up to an additional approximately \$7 million in cash;
- Indivior to pay up to approximately \$75 million over five years, a portion of which, at the election of the state, could be paid in the form of Indivior’s branded buprenorphine and/or nalmefene products with a value of up to \$140 million.;
- Mylan to pay up to approximately \$290 million over nine years;
- Sun to immediately pay up to approximately \$32 million; and
- Zydus to immediately pay up to approximately \$15 million.

The Settlements also contain injunctive relief governing opioid marketing, sale, distribution, and/or distribution practices and require the Manufacturers to implement safeguards to prevent diversion of prescription opioids.

Each of the proposed settlements has two key participation steps.

First, each eligible state decides whether to participate in each Settlement. A list of participating states for each settlement can be found at <https://nationalopioidsettlement.com/>.

Second, eligible subdivisions within each participating state decide whether to participate in each Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Settlements provide that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for these new Settlements and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in one or more of the Settlements, and your subdivision may participate in those Settlements in which your state has elected to participate. This notice is also sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them.

Subdivisions can participate in the Settlements whether or not they filed a lawsuit or are represented.

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlements, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com>. This website also includes information about how the Settlements are being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the settlement agreement terms and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state. Information and documents regarding the Settlements and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com/>.

Your subdivision will need to decide whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process before the **October 8, 2025** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

The Settlements require that you take affirmative steps to "opt in" to the Settlements.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator or, in some cases, your Attorney General's Office. In order to participate in a settlement, a subdivision must sign and return the required Participation Form for that settlement.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Forms and instructions.

All required documentation must be signed and returned on or before **October 8, 2025**.

New National Opioids Settlement: Secondary Manufacturers
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Front Royal town, VA
Reference Number: CL-1767912

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SECONDARY MANUFACTURERS SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: October 8, 2025

A new proposed national opioids settlement ("*Secondary Manufacturers Settlements*") has been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("Settling Defendants"). This *Combined Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Combined Participation Package* because Virginia is participating in the Secondary Manufacturers Settlements.

If a state is not eligible to or does not participate in the settlement with a particular manufacturer, the subdivisions in that state are not eligible to participate in that manufacturer's settlement.

This electronic envelope contains:

- A *Combined Participation Form* for the *Secondary Manufacturers Settlements* that your subdivision is eligible to join, including a release of any claims.

The *Combined Participation Form* must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the *Secondary Manufacturers Settlement*.

Based upon *Combined Participation Forms* received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its maximum potential payment under each settlement. If a settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also

reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

In Virginia, participating counties and independent cities may receive some of the settlement funds directly, pursuant to the allocation framework set forth in the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding ("MOU"), which has been previously approved by all Virginia counties and cities, and the Virginia Opioid Abatement Fund statute, Va. Code § 2.2-2374. In addition, some towns are being asked to approve the settlements and submit participation forms because, due to the structure of the settlement agreements, towns above a certain population threshold must approve the settlements and submit participation forms in order to maximize the overall recovery for the Commonwealth and its subdivisions. Participating towns are not eligible to receive direct shares from the settlement funds—however, they may be able to apply for, request, or receive funds for opioid abatement programs through their counties. Participation by these towns will help to maximize the recovery for all of Virginia's counties, including the counties in which they are located.

You are encouraged to discuss the terms and benefits of the *Secondary Manufacturers Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioid settlements, but some states may choose to treat this settlement differently.

Information and documents regarding the *Secondary Manufacturers Settlements*, implementation in your state, and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

This *Participation Packet* is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P, and the Sackler Family. The *Secondary Manufacturers Settlements* discussed in this *Participation Packet* are different than the settlement with Purdue and the Sacklers, and you may participate in the *Secondary Manufacturers Settlements* regardless of whether you join the Purdue and Sackler settlement.

How to return signed forms:

There are three methods for returning the executed *Combined Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Combined Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the

Combined Participation Form, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Combined Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Combined Participation Form* using DocuSign, the signed *Combined Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Combined Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/additional-settlements/>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on October 8, 2025.

If you have any questions about executing the *Combined Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Tom Beshere at the Virginia Attorney General's Office at 804-823-6335 or tbeshere@oag.state.va.us.

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.

EXHIBIT K**Secondary Manufacturers' Combined Subdivision Participation and Release Form**
("Combined Participation Form")

Governmental Entity: Front Royal town	State: VA
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
 - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
 - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
 - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
 - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
 - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
 - f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
 - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
 - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity



authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.¹
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,² and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

¹ See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

² See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.



Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void **only as to** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.



I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

COPY





COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: October 6, 2025

Item# 04A

Agenda Item: Purchase of School Zone Flashing Beacon Systems

Summary: Council is requested to approve the purchase of thirteen (13) TAPCO School Zone Flashing Beacon Systems, along with six (6) replacement solar modems for existing units, from Control Technologies, Inc., in the amount of \$103,858.00.

This procurement is being conducted as a Sole Source purchase. The Department of Energy Services is standardizing equipment across all school zones, and the TAPCO product line is already installed in six (6) locations. Control Technologies, Inc. is the exclusive provider of TAPCO's School Zone Flashing Beacon System in Virginia.

Budget/Funding: In May 2025, Town Council approved a budget amendment and transfer of \$107,200.00 from the automated school speed camera revenue received from Blue Line Solutions to the Department of Energy Services to purchase the school flasher replacements.

Funds to purchase the School Zone Flashing Beacon System are included in the following line item:

9401-R47910	Energy Services Traffic Signalization	\$103,858.00
-------------	---------------------------------------	--------------

Staff Recommendation: Staff recommends approving as presented.

Town of Front Royal
Department of Energy Services
P.O. Box 1560
Front Royal, Virginia 22630-1560
(540) 635-3027 Fax: (540) 631-3620
"Powering the community since 1894"



Memo

To: The Purchasing Department
From: Carey Saffelle, Director of Energy Services
Date: September 25, 2025
Re: School Zone Flashing Beacon System Purchase

The Department of Energy Services is working to standardize equipment across all school zones to improve safety, reliability, and reduce long-term maintenance needs. Of 19 locations, we currently have six (6) TAPCO school zone flasher units in operation.

Therefore, I recommend the purchase of thirteen (13) TAPCO School Zone Flashing Beacon Systems, along with six (6) replacement solar modems for existing units, from Control Technologies, Inc. at a total cost of \$103,858.00.

This purchase qualifies as a sole source procurement, as documented in the attached letter from Control Technologies, Inc., the exclusive provider of TAPCO's School Zone Flashing Beacon System in Virginia. No other vendor or product is available that meets the same purpose or function.

Funds for this purchase are available in Purchase Order #31215.

Thank you,

Carey Saffelle
Director of Energy Services
Town of Front Royal

Control Technologies - HQ

2776 South Financial Court
Sanford, FL 32773
(407) 330-2800

Mid-Atlantic Office

44901 Flacon Place, Suite 110
Dulles, VA 20166
(703) 595-2980

Date 09/19/2025

Quotation 09192025JL_FRONT_ROYAL_S
ZB

Quote Good For: 60 Days

Quotation For

Front Royal, Town of
P.O. Box 1560 Front Royal, VA 22630
Phone: / Fax:

Quotation valid until: 11/18/2025
Prepared by: Kristen Cornwell
kcornwell@cttraffic.com

Comments or Special Instructions

Please note: Quoted pricing is effective for 60 days from date of quote. After 60 days, please contact us for updated pricing. Control Technologies does not guarantee pricing more than 60 days. Final pricing will be determined upon release for shipment. We apologize for this inconvenience, but our costs are currently highly erratic and we must base our sell price on our purchase prices. Thanks for understanding.

AGENCY		PROJECT	BID DATE	
QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	LINE TOTAL
		120VAC Systems. Includes ONE as a spare. Does not include cloud software.		
13	8400-505003	Cabinet,Smart Controller,Dual Beacon,120VAC Side of Pole	\$2,470.00	\$32,110.00
13	8400-142048	Univeral Cabinet Mounting Bracket, Sop	\$191.00	\$2,483.00
26	8400-2180-BBSAY-LU	BlinkerBeacon, Single Assembly, Vertical Mount Amber LED, Yellow Housing, Yellow Aluminum Arms	\$757.00	\$19,682.00
13	8400-373-03932	Sign, S5-1, 24"x48", HIP/DG3 FYG, School Speed Limit 20 When Flashing (Fed Spec)	\$228.00	\$2,964.00
13	8400-111531N	Sign Mounting Kit, Banded, Flared Leg, Std For One Sign	\$33.00	\$429.00
13	8400-373-1580	Standard Alum. Pole, 15', Schedule 80	\$483.00	\$6,279.00
13	8500-F1554GR55	3/4" X 18" Anchor Bolt Set (4)	\$101.00	\$1,313.00
13	8500-SP1007-VA-PNC	Base Assy, Square w/ Alum Door & 3 Set Screws in Collar, Alum	\$294.00	\$3,822.00
		Solar Systems. Does not include poles/cloud software.		
6	8400-505026	Cabinet,Smart Controller,Dual Beacon,65W Side of Pole	\$2,062.00	\$12,372.00

6	8400-142048	Univeral Cabinet Mounting Bracket, Sop	\$191.00	\$1,146.00
6	8400-101494	Battery, Univeral Battery, Solar 12V 50Ah Agm Ub12500-Internal Thread	\$356.00	\$2,136.00
6	8400-SLR-55-B	65W/12V Solar Panel Package, Top Of Pole Mount 4.5 Dia.	\$673.00	\$4,038.00
12	8400-2180-BBSAY-LU	Blinkerbeacon, Single Assy, Vert Mnt, Amber Led, Yellow Hsg, Yellow Alum. Arms	\$757.00	\$9,084.00
1	FREIGHT	Charge	\$6,000.00	\$6,000.00
CREDIT CARD ORDER WILL INCUR 3% SURCHARGE TO THE INVOICED AMOUNT				
			Subtotal	\$103,858.00
			TOTAL	\$103,858.00
Sales tax or other applicable taxes are NOT Included				
THIS IS A QUOTATION ON THE GOODS NAMED, SUBJECT TO CONTROL TECHNOLOGIES STANDARD TERMS AND CONDITIONS. TO ACCEPT THIS QUOTATION, PLEASE REMIT PURCHASE ORDER TO CONTROL TECHNOLOGIES.				
FREIGHT	Prepay & Add	**Lead Time is approx. 60-90 days ARO**	TERMS	
FOB		NOTES: Furnish only quote. Installation is not included. Cloud software is not included.	Net 30 with Approved Credit	



5100 West Brown Deer Road, Brown Deer, WI 53223

Re: Sole Source Letter
School Zone Flashing Beacon System

To Whom It May Concern,

Control technologies Inc. is the sole source provider of Traffic and Parking Control Co., Inc's. ("TAPCO's") School Zone Flashing Beacon System, and no other company or firm sells or distributes such item in the state of Virginia. Competition in providing the above-named item is precluded by the existence of a patent, copyright, secret process, or monopoly. There is/are no other item(s) available for purchase that would serve the same purpose or function.

Sincerely,

Robert Prosser, Chief Revenue Officer

A handwritten signature in black ink that reads "Robert Prosser". The signature is written in a cursive style with a long, sweeping underline.

CC: Control Technologies Inc.
Attn: Jim Lampe
2776 S Financial Ct
Sanford, FL 32773-8118



REGULAR COUNCIL MEETING CONSENT AGENDA STATEMENT

Meeting Date: May 27, 2025

Item# 10A

Agenda Item: FY25 Budget Amendment and FY25 Budget Transfer to Allocate Automated School Speed Camera Revenue Received from Blue Line Solutions

Summary: Council is requested to approve a FY25 Budget Amendment to allocate \$269,480.00 of revenue the Town received from Blue Line Solutions for the automated school speed cameras, to the following expenditures. The Council also requested to approve a FY25 Budget Transfer in the amount of \$107,200.00 to Energy Services to purchase school flasher replacements.

School flasher replacements	\$107,200.00
Police In-car Camera Equipment Replacement	\$162,280.00
Total	\$269,480.00

Budget/Funding:

FY25 Budget Amendment			
Revenue	1000-3140104	Automated Ticketing	\$269,480.00
Expenditure	9790-49016	General Fund Transfer to Electric Fund	\$107,200.00
Expenditure	3102-47001	Police Patrol Machinery & Equipment	\$162,280.00
FY25 Budget Transfer			
Revenue	9401-3240407	Electric Fund Revenue – Transfer from General Fund	\$107,200.00
Expenditure	9401-47910	Energy Services Traffic Signalization	\$107,200.00

Meetings: Work Session held May 5, 2025

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve a FY25 Budget Amendment in the amount of \$269,480.00 and a FY25 budget transfer in the amount of \$107,200 to allocate revenue received from the automated school speed cameras. Said allocation to be used to purchase replacement school flashers in the amount of \$107,200.00 and new in-car camera equipment from Motorola Solutions for the Police Department, in the amount of \$162,280.00.

Moved _____ Seconded _____

VM Sealock _____ Ingram _____ Morris _____ Rappaport _____ DeDomenico-Payne _____ Wood _____



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: October 6, 2025

Item# 04B

Agenda Item: FY26 Budget Amendment – Traffic Signal Equipment Reimbursement

Summary: Council is requested to approve a FY26 Budget Amendment in the amount of \$51,889.20 to receive funds from a citizen's insurance carrier to offset expenditures associated with a traffic accident at the intersection of Westminster Drive and John Marshall Highway on September 7, 2025.

Budget/Funding:

Revenue

4500-3410206	Highway Maintenance Reimbursements	\$51,889.20
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Expenditure

4104-47910	Traffic Signalization Dept -Traffic Signalization	\$51,889.20
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Staff Recommendation: Staff recommends approving as presented.

Town of Front Royal
Department of Energy Services
P.O. Box 1560
Front Royal, Virginia 22630-1560
(540) 635-3027 Fax: (540) 631-3620
"Powering the community since 1894"



Memo

To: BJ Wilson, Director of Finance
From: Carey Saffelle, Directory of Energy Service
Date: September 18, 2025
Re: Traffic Signalization Material Reimbursement

On September 7, 2025, a vehicle accident resulted in the destruction of traffic signal equipment, including a vision video sensor and a traffic cabinet, at the intersection of Westminster Drive and John Marshall Highway.

I am requesting reimbursement of the material costs, totaling \$51,889.20. These costs will be paid by the offender's insurance and should be credited back to the Department of Energy Services Traffic Signalization budget line 4104-47910.

Thank you,

Carey Saffelle
Director of Energy Services
Town of Front Royal

TOWN OF FRONT ROYAL ENERGY SERVICES

P.O. Box 1560, Front Royal, VA 22630

Samantha Nuckolls, 1114 Ewell Street, Front Royal VA 22630

Vehicle Accident at Westminster Drive & John Marshall Highway on September 7th, 2025

September 11th, 2025

Labor	Hours	Overtime Rate	Total
Lineman 1	6.0	\$ 51.22	\$ 460.98
Lineman 2	6.0	\$ 81.57	\$ 734.13
Lineman 3	6.0	\$ 78.75	\$ 708.75
Lineman 4	6.0	\$ 38.45	\$ 346.05
Labor Total			\$ 2,249.91

Equipment	Hours	Rate	Total
342 Utility Truck	6.0	\$ 27.78	\$ 166.68
355 SUV	6.0	\$ 7.94	\$ 47.64
364 Bucket Truck	6.0	\$ 46.69	\$ 280.14
Equipment Total			\$ 494.46

Material	Quantity	Rate	
Avision Sensor	4.0	\$ 4,225.00	\$ 17,484.88
A700-1166-01 AVCM Primary	1.0	\$ 3,300.00	\$ 3,523.26
Cable Poly Jacket	1000.0	\$ 0.69	\$ 690.00
Triton Bracket Vision 62"	4.0	\$ 325.00	\$ 1,300.00
PNG P65 Horiz	1.0	\$ 15,500.00	\$ 15,568.28
Battery Backup/UPS Cabinet	1.0	\$ 2,000.00	\$ 2,002.72
Cobalt G Series TS1	1.0	\$ 4,000.00	\$ 4,028.46
Load Switch W/ Input	16.0	\$ 39.00	\$ 624.00
MMU2 - Ethernet Port	1.0	\$ 1,900.00	\$ 1,900.00
UPS Battery Backup 1.5 KVA	1.0	\$ 2,953.81	\$ 2,953.81
UPS Transfer Switch	1.0	\$ 481.40	\$ 481.40
Multilink Battery Harness 1.5 KVA	1.0	\$ 304.15	\$ 304.15
Mounting Kit	1.0	\$ 22.31	\$ 22.31
10 Battery Terminal Covers	3.0	\$ 28.51	\$ 85.53
Gel Battery with 1/4 inserts	3.0	\$ 306.80	\$ 920.40
Material Total			\$ 51,889.20

Invoice Total	\$ 54,633.57
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Send Invoice To:

Samantha Nuckolls

1114 Ewell Street

Front Royal VA, 22630



SOLE SOURCE JUSTIFICATION FORM

Requesting Department: Energy Services

Description of Commodities or Services: Traffic cabinet w/equipment

On the lines below initial all entries that apply to this procurement.

 Original manufacturer's equipment or parts subject to specific patent or copyright
(Please attach supporting documentation)

X Equipment or parts not interchangeable with similar parts or equipment of
another manufacturer (Please attach supporting documentation)

 Original manufacturer's parts required to maintain equipment warranty
(Please attach copy of manufacturer's warranty)

 This is the only known equipment or part that meets the specialized needs of
this department or perform the intended function (Please attach explanation)

 This is the only known vendor that can perform the repair, maintenance, or render
the service. (Please attach supporting documentation)

 Commodities or services are only available from this vendor because of legal
requirements. (Please attach explanation)

 None of the above apply (Please attach explanation)

Based on the above, I request that competitive purchasing procedures be waived and that
the commodities or services be procured as a sole source procurement. I have obtained a
price quote from this sole source vendor and the price has been determined to be fair and
reasonable based on:

Circle one: History Cost of similar commodities or services

Published prices

Negotiated cost

The Town of Front Royal Procedures for Purchasing and Procurement Manual provides
that written notification of a sole source purchase must be posted in a designated public
area, published in a newspaper of general circulation, or posted on the Town of Front Royal
web site.

Initiator: 
Signature

Date: 9-18-2025

Verification by Department Head: 
Signature

Town of Front Royal
Department of Energy Services
P.O. Box 1560
Front Royal, Virginia 22630-1560
(540) 635-3027 Fax: (540) 631-3620
"Powering the community since 1894"



Memo

To: Michelle Campbell
From: Carey Saffelle, Director of Energy Services
Date: September 18, 2025
Re: Econolite – Traffic Cabinet Equipment Purchase

The Town of Front Royal's Energy Services Department has exclusively used Econolite for our traffic signals for the past twenty (23) years. We are responsible for fifteen (15) intersections located throughout the town of Front Royal, all of which are outfitted with Econolite equipment. The parts required for any necessary repairs must be purchased directly from Econolite because their equipment is unique to them, and the parts are not interchangeable.

Thank you,

Carey Saffelle

Director of Energy Services
Town of Front Royal



Quotation

9/8/2025

To:	Scott Curry Front Royal, VA; Town of Traffic Operations 1101 Manassas Ave Front Royal, VA 22630 USA *Ship To Address to be verified URO	Quote Name: Front Royal Intersection Setup Project Reference: Front Royal Complete Intersection Upgrade Econolite Reference: Q-53187-44D8
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Item #	Part	Qty	Description	Tariff	Price per	Extended
1	AVISION	4	SENSOR, VIDEO, VISION	\$146.22	\$4,225.00	\$16,900.00
2	A700-1166-01 AVCM	1	ASSY, ACP, PRIMARY MODEL AVCM	\$223.26	\$3,300.00	\$3,300.00
3	1175-011	1,000	CABLE,ROUND,3 COND, 1000' 18 AWG,BLACK POLYETHYLENE JCKT	\$0.00	\$0.69	\$690.00
4	33406P23 AMBKTM16S	4	TRITON BRKT, VISION, VISION,62" 7" DIA MAX, SP-4126-74-62-PNC	\$0.00	\$325.00	\$1,300.00
5	CAB18073	1	TS2-1 PNG P65 DDE BM 16 HORIZ CITY OF HARRISONBURG, VA IN- WHITE/OUT-BARE	\$68.28	\$15,500.00	\$15,500.00
6	BCAB0001	1	BATTERY BACKUP/UPS CABINET 53.50 x 26.00 x 16.25 2 SHELVES, FAN PANEL, GENERATOR COMPARTMENT STANDALONE INSTALLATION	\$2.72	\$2,000.00	\$2,000.00
7	COBG2212300 0000000	1	COBALT G-SERIES TS1/TS2-2 SM EOS VER 3.2.30 8MB DATAKEY NO COMM	\$28.46	\$4,000.00	\$4,000.00
8	31095G20	16	LOAD SWITCH W/INPUT IND, SSR MODEL 200, PDC SSS-86-3	\$0.00	\$39.00	\$624.00
9	1133-141	1	MMU2-16LEip-E W/ETHERNET PORT BLUE ECPI FACEPLATE	\$0.00	\$1,900.00	\$1,900.00

Any tariff amount shown is an estimate of the tariff fee based on information available as of today's date. Econolite will pass through all tariff fees in effect at the time of shipment, which may be different from the tariff amount set forth herein and on the order acknowledgment.

Subtotal	\$46,214.00
Shipping & Handling*	
Taxes**	\$0.00
Tariffs**	\$907.60
TOTAL	\$47,121.60

Unless specifically requested by the customer and noted on this quotation, the product(s) quoted herein may not comply with any BABA Act (Build America/Buy America) requirements.

502 McCormick Drive, Suite H Glen Burnie, MD 21061



Traffic Systems & Technology
7390 Merritt Park Dr
Suite 160
Manassas, VA 20109
[REDACTED]

Sales Quote

Quote No. S-QUO3770
Job # 20640WB
Page 1 / 2

Quoted To:

Town of Front Royal
Accounts Payable
P.O. Box 1560
Front Royal, VA 22630

Project Information:

Project Location: UPS
Project/Contract ID No: stock
City/Locale Front Royal
State VA

On November 15, 2021, President Joseph R. Biden Jr. signed into law the Infrastructure Investment and Jobs Act which includes the Build America, Buy America Act. TS&T does not guarantee that the products listed on this quote meet this Act or any previous Buy American, Buy America and Build America Act, Statement, or Project Specifications, unless specifically stated on this quote. Customer is responsible for providing all language about these Acts at time of quote request or before bid date so that TS&T can quote the material accordingly.

Notes: Prices and Lead Times are subject to change based on current market conditions.

SWAM VENDOR # 663238
Veteran Owned Small Business

Freight included

Quote Date	Bid Date	Terms	Created By
September 8, 2025	4/22/2024	Net 30 Credit Card Order will incur a 3% processing fee	Walt Britton

Bid #	Description	QTY	Unit	Unit Price	Ext. Price
Communication Card - Caltrans Compliant --- THIS is Included with the unit					
	010-029-20 UPS Battery Backup, Traffic/ITS, 1.5 KVA , 120V/36V	1	Each	2,953.81	2,953.81
	010-506-10 ups transfer switch	1	Each	481.40	481.40
	870-230-30 Multilink Battery Harness for 1.5 KVa Unit	1	Each	304.15	304.15
	072-443-15 Mounting Kit	1	Each	22.31	22.31
	538-531-10 Battery Terminal Covers (Rubber Boots)	3	Each	28.51	85.53
	8G24 - Gel Battery with 1/4" inserts	3	Each	306.80	920.40
Total					4,767.60

Terms & Conditions of this Quote:

- Quoted prices will be held firm for 30 days. Prices subject to change if the order is not release within 60 days from the date of PO.
- Quotation based on quantities and design information provided at time of quotation. The customer is solely responsible for determining final acceptability of materials and quantities for the intended use. If quantities or design changes occur, TS&T reserves the right to adjust prices accordingly.
- The estimated lead time listed above is based on current factory schedule at the time of the quote. The estimated lead time from the date of release will be dependent on the factory's schedule at that time.
- Payment terms are net 30 days from date of invoice. Payments not received within 45 days shall be charged 1.5% (18% APR) per month until paid in full. Any material not paid within 75 days will be cause to notify the general contractor, bonding company, and state of non-payment.
- Statements, terms, or agreements not contained herein shall have NO affect unless signed by an officer of TS&T.
- It is the customer's responsibility to notify TS&T of any completion dates at time of order. TS&T will not be held accountable for any "liquidated damages" or "penalties" for late shipments, unless agreed to by both parties in writing prior to order entry.
- All NEW customers will be required to pay 50% at time of order and balance will paid prior to material being shipped.
- The warranty for all products are the explicit warranty from the manufacturer as stated on their literature. ALL warranties are from the DATE OF SHIPMENT from the factory. TS&T does NOT provide additional warranties for any products unless specifically stated on this quote. Extended Warranties can be purchased for certain products but must be purchased at time of release. ALL days beyond the end of the manufacturer's warranty are the responsibility of the customer. The letter of compliance with the warranty is the responsibility of the customer and may NOT be supplied by the Manufacturer. Warranties do NOT include any installation, programming, integration, testing or anything other than repairing or replacing the material at the manufacturer's discretion per the manufacturer's published warranty statement. TS&T is NOT responsible for maintenance for any equipment.



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: October 6, 2025

Item 04C

Agenda Item: FY26 Budget Amendment – DMV Alcohol and Police Traffic Services Grants for the Police Department

Summary: Council is requested to approve a FY26 Budget Amendment in the amount of \$45,058.00 to receive D.M.V. grant funds for enhancing alcohol and speed enforcement efforts. The grant funding will be used to cover officer overtime costs and to purchase two radar units and two preliminary breath test (PBT) alco-sensors.

Budget/Funding: These grants require a 50% match; however, in-kind contributions are permitted. The required match will be fulfilled through quarterly fuel expenses related to patrol operations. Due to the uncertain nature of grant funding, the department respectfully requests that any reimbursed funds from the DMV grants be reallocated directly back into the original expense accounts: *Police Patrol – Police Supplies* (for the radar and PBT units) and *Police Patrol – Salaries Overtime*.

Revenue

1000-3310010	General Fund Grant Proceeds	\$45,058.00
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Expenditure

Alcohol Grant

3102-45409	Police Patrol – Police Supplies	\$1,200.00
3102-41002	Police Patrol – Salaries Overtime	<u>\$20,100.00</u>
	Total Alcohol Grant	\$21,300.00

Speed Grant

3102-45409	Police Patrol – Police Supplies	\$5,400.00
3102-41002	Police Patrol – Salaries Overtime	<u>\$18,358.00</u>
	Total Speed Grant	\$23,758.00

Click for the Grant Documents [04C - DMV Grant - Copy.pdf](#)

Staff Recommendation: Staff recommends to approve as presented.



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: October 6, 2025

Item# 04E

Agenda Item: Purchase of Flex by Motorola Solutions Software Subscription Package Upgrade

Summary: Council is requested to approve the purchase of upgrading the Flex software by Motorola Solutions, to the Subscription Package, in the amount of \$78,485.37.

This procurement is being conducted as a Sole Source purchase, upgrading the current Flex software to the Flex Subscription Package.

This software upgrade for the Police Department will provide additional needed features for the Police Department allowing streamlined communications between units, ensures accurate records management, and supports faster, more informed decision-making in the field.

Budget/Funding: Year 1 (FY26) includes Server Migration Services and ARCGIS Pro Migration for a total of \$78,485.37. Years 2-5 will be \$52,617.63 annually and will be budgeted accordingly in future budgets.

The Town has paid \$35,335.61 for the current annual software subscription and Flex has agreed to credit this amount toward the first year subscription fees. Staff will process FY26 Budget Transfers to cover the remaining \$43,150.

Staff will transfer \$32,440.00 from 3102-47001 (Police Patrol Machinery & Equipment) that was previously budgeted for Body Worn Cameras and \$10,710.00 from Police Salaries due to vacant positions. Council previously allocated funds in May 2025 for the body worn cameras and body worn cameras.

Funds to purchase the Flex software by Motorola will be paid using line item
1204-43005 Dept of Information Technology Maintenance Service Contracts as follows:

Year 1	Upfront Costs & Subscription Fees	FY26	\$ 78,485.37
Year 2	Video as a Service Subscription Fees	FY27	\$ 52,617.63
Year 3	Video as a Service Subscription Fees	FY28	\$ 52,617.63
Year 4	Video as a Service Subscription Fees	FY29	\$ 52,617.63
Year 5	Video as a Service Subscription Fees	FY30	\$ 52,617.63
Total Amount			\$288,955.89

Click to see Proposal [04D 2 - Flex Subscription Sole Source Proposal Front Royal, VA 9 23 25.docx - Copy.pdf](#)

Staff Recommendation: Staff recommends approving as presented.



Brian Whited
Chief of Police

FRONT ROYAL POLICE DEPARTMENT

900 MONROE AVE

FRONT ROYAL, VA

540.635.2111

I would like to formally recommend continuing and expanding the use of Flex by Motorola Solutions within the Front Royal Police Department. Based on our experience with Flex, I am confident that moving to the subscription package will significantly strengthen our operational effectiveness and the level of service we provide for our community.

Flex has consistently proven to be an essential resource for our department. It streamlines communication between units, ensures accurate records management, and supports faster, more informed decision-making in the field. These capabilities have directly contributed to our ability to respond quickly and effectively to the needs of Front Royal residents.

The subscription package offers several distinct advantages:

Access to the Full Flex Suite: Unlocking additional features will allow us to optimize dispatch, investigations, and records processes.

Sustainable Budgeting and Ongoing Support: The subscription model provides predictable costs, regular updates, and dependable technical assistance, reducing operational disruptions.

Future-Ready Capabilities: With continuous improvements and upgrades, our department will stay current with best practices and evolving technologies in law enforcement.

For these reasons, I strongly recommend that the department adopt the subscription package. This step will ensure we remain equipped with the tools needed to maintain the high standards of public safety and service our community expects.

Thank you for considering this recommendation. Please feel free to reach out if you would like further details or examples of Flex's positive impact on our operations.

Respectfully

Brian Whited
Chief of Police
Front Royal Police Department



SOLE SOURCE JUSTIFICATION FORM

Requesting Department: Police

Description of Commodities or Services: Motorola Flex Software

On the lines below initial all entries that apply to this procurement.

BW Original manufacturer's equipment or parts subject to specific patent or copyright
(Please attach supporting documentation)

BW Equipment or parts not interchangeable with similar parts or equipment of
another manufacturer (Please attach supporting documentation)

BW Original manufacturer's parts required to maintain equipment warranty
(Please attach copy of manufacturer's warranty)

BW This is the only known equipment or part that meets the specialized needs of
this department or perform the intended function (Please attach explanation)

BW This is the only known vendor that can perform the repair, maintenance, or render
the service. (Please attach supporting documentation)

BW Commodities or services are only available from this vendor because of legal
requirements. (Please attach explanation)

 None of the above apply (Please attach explanation)

Based on the above, I request that competitive purchasing procedures be waived and that
the commodities or services be procured as a sole source procurement. I have obtained a
price quote from this sole source vendor and the price has been determined to be fair and
reasonable based on:

Circle one: History Cost of similar commodities or services

Published prices

Negotiated cost

The Town of Front Royal Procedures for Purchasing and Procurement Manual provides
that written notification of a sole source purchase must be posted in a designated public
area, published in a newspaper of general circulation, or posted on the Town of Front Royal
web site.

Initiator: Brian Schmitt
Signature

Date: 9/25/25

Verification by Department Head: Brian Schmitt
Signature



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: October 6, 2025

Item# 04E

Agenda Item: Ordinance Amendment to Town Code §4-43 Appointments; Duties (Town Engineer)

Summary: Town Code currently states that the Town Engineer is an appointed position that has control over all public works. The position is the only one specifically referenced in this manner throughout the Town Code; as compared to positions in Finance, Planning or Energy Services. Additionally, the Town currently employs a Director of Public Works.

Staff is recommending removing the Code Section §4-43, which would allow the position to be within the Public Works Department and under the supervision of the Public Works Director. Other sections of Town Code that reference the Town Engineer responsibilities regarding land development and design shall remain unchanged.

§4-43 APPOINTMENT; DUTIES

The Town Manager may appoint a Town Engineer who shall hold office at the pleasure of the Town Manager. He shall have control and supervision, under the direction of the Town Manager, over all public works of the Town. He shall perform such other duties as may be required of him by the Town Manager or the provisions of this Code and other ordinances of the Town.

Budget/Funding: N/A

Staff Recommendation: Council is requested to discuss the code change to move forward to a public hearing.

TOWN CODE REFERENCES

Chapter 4 - ADMINISTRATION OF GOVERNMENT

4-43 - APPOINTMENT; DUTIES

The Town Manager may appoint a **Town Engineer** who shall hold office at the pleasure of the Town Manager. He shall have control and supervision, under the direction of the Town Manager, over all public works of the Town. He shall perform such other duties as may be required of him by the Town Manager or the provisions of this Code and other ordinances of the Town.

Chapter 148 - SUBDIVISION AND LAND DEVELOPMENT

148-890 - DEVELOPMENT SURETY

- A. In lieu of completion and acceptance by the Town of all required improvements, as determined by the approved site development plan, subdivision development plan, overlot grading plan or final plat, a developer shall provide a development surety, such as a performance bond, cash escrow or letter of credit, for the purpose of ensuring that the required site improvements are satisfactorily completed within a time period agreed upon by the Town. The amount of the development surety shall be calculated by the **Town Engineer** based on the projected cost of installation of the improvements. The amount of such development surety shall not exceed the total of the estimated cost of construction based on unit prices for new public or private sector construction in the locality and a reasonable allowance for estimated administrative costs, inflation, and potential damage to existing roads or utilities, which shall not exceed twenty-five percent (25%) of the estimated construction costs, except in circumstances when Code of Virginia § 15.2-2241.A.5 requires localities to limit such estimated costs to ten percent (10%). Such development surety shall be payable to and held by the Town, in a form approved by the Town Attorney. No development security shall be terminated without the Town's consent, nor without at least sixty (60) days' notice to the Town.

148-850 - STREET IMPROVEMENTS

...

C. Curb and Gutter.

1. Curbs and gutter shall be required for the purpose of drainage and safety and delineation and protection of the pavement edge. Curbs and gutters and all driveway entrances shall meet the design standards found within the Construction Standards and Specifications Manual.
2. Curbs and gutters shall be installed by the applicant along both sides of all new streets. For all subdivisions involving the creation of an additional lot and for all new development projects, curb and gutter sections shall be required along the frontage of all existing public streets. This requirement may be waived upon approval by Town Council in residential areas where the majority of surrounding developed properties do not have curb and gutter, where the character of the area is relatively low-density, after consideration of the traffic impact created by the subdivision and the total lots on a given street, drainage considerations and other environmental design parameters. The **Town Engineer** may waive curb and gutter for development projects comprising of no more than two (2) dwelling units in residential areas along existing streets where curb and gutter is not currently present within two hundred (200) feet of the property.

148-840 - UTILITIES AND SERVICES

A. Sanitary Sewer.

1. The applicant shall provide the type of sanitary sewer disposal facility determined by the Town and the Health Department to be consistent with existing physical, geographical and geological conditions. Connection to the Town sanitary sewer system shall be required, if available. Where Town sanitary sewers are not available, the following types of sanitary sewage disposal facilities shall be employed in order of desirability:
 - a. Community sanitary sewage system with a temporary sewage treatment plant.
 - b. On-lot disposal with septic tank and drain field.
2. Sanitary sewers, whether public, community or on-site, shall be designed and constructed in strict accordance with standards of the Department of Health, Department of Environmental Quality, and/or the Town's construction standards, as applicable.
3. The sewer system and all service lines and appurtenances shall be installed in accordance with the plans and profiles prepared for the subdivision or development by a

professional engineer or licensed land surveyor and shall be approved by the **Town Engineer**.

175-113 - APARTMENTS

All apartment developments shall comply with the following regulations:

...

F. Special regulations for apartment developments of one (1) acre and over. For apartment developments of one (1) acre or more, the following regulations shall apply in addition to those previously noted:

...

9. Drainage:

a. A storm runoff and drainage system shall be installed by the developer in accordance with sound engineering practice so as to adequately drain the project site, to adequately dispose of all runoff and drainage away from the project site and so as not to permit excess flow of water across streets or adjoining properties. Plans for such drainage system shall be submitted with the application for the permit and shall be subject to approval by the **Town Engineer**, who may seek assistance from other agencies.

175-112 - TOWNHOUSES (Site Plan Requirements)

All townhouses shall comply with the following regulations:

...

G. Special regulations for townhouse developments of one (1) acre and over: For townhouse developments of one (1) acre or more, the following regulations shall apply in addition to those previously noted:

...

9. Drainage:

a. A storm runoff and drainage system shall be installed by the developer in accordance with sound engineering practice so as to adequately drain the project site, to adequately dispose of all runoff and drainage away from the project site and so as not to permit excess flow of water across streets or adjoining properties. Plans for such drainage system shall be submitted with the application for the permit and shall be subject to approval by the **Town Engineer**, who may seek assistance from other agencies.

TOWN ENGINEER

~~4-43 APPOINTMENT; DUTIES~~

~~The Town Manager may appoint a Town Engineer who shall hold office at the pleasure of the Town Manager. He shall have control and supervision, under the direction of the Town Manager, over all public works of the Town. He shall perform such other duties as may be required of him by the Town Manager or the provisions of this Code and other ordinances of the Town.~~



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: October 6, 2025

Item#04F

Agenda Item: Zoning text amendments to Town Code §175-3 – Definitions to define data centers and town code §175-64 industrial employment district (i-2) to add data centers with performance standards by special use permit.

Summary: The Planning Commission held two work sessions to review the proposed text amendment which adds the definitions of Data Center with performance standards and requirements for impact analysis submissions to the Town.

Planning Commission held a public hearing on September 17, 2025 and recommended approval.

Budget/Funding: N/A

Staff Recommendation: Staff recommends approval.

**PLANNING COMMISSION REGULAR MEETING
AGENDA STATEMENT**

Meeting Date: September 17, 2025

Public Hearing Item 2: 2500345 – For the public necessity, convenience, general welfare, or good zoning practice, Zoning Text Amendments to Town Code §175-3 – Definitions to define Data Centers and Town Code §175-64 Industrial Employment District (I-2) to add Data Centers with performance standards by Special Use Permit.

Recommendation of Approval

Recommendation of Denial

Postponed

Vice Chairman Neel moved, seconded by Commissioner Fedoryka for the purposes of good zoning practice and in accordance with Town Code §175-1(B), that the Planning Commission forward a recommendation of approval to the Town Council to approve Zoning Text Amendments to Town §175-3 – Definitions to define Data Centers, Town Code §175-64 Industrial Employment District (I-2) to revise the I-2 Statement of Intent and to add Data Centers with performance standards by Special Use Permit, and establish §175-74 Data Center Impact Analysis requirements.

VOTE: Yes – Marshner, Fedoryka, Brooks, Neel

No – Marrazzo

Abstain – N/A

Absent – N/A

ROLL CALL

Moved Neel Seconded Fedoryka

Marshner yes Marrazzo NO Neel yes Brooks yes Fedoryka yes

CERTIFIED by the Planning Commission

Connie Marshner

Chairman Marshner

Town of Front Royal, Virginia

Planning Commission Regular Meeting Agenda

☐ Consent Action ☐ Administrative Action ☒ Public Hearing ☐ Discussion

Agenda Item: Zoning Text Amendment # 2500345

MEETING DATE: September 17, 2025

SUMMARY: For the public necessity, convenience, general welfare, or good zoning practice, Zoning Text Amendments to Town Code §175-3 – Definitions to define Data Centers and Town Code §175-64 Industrial Employment District (I-2) to add Data Centers with performance standards by Special Use Permit, and establish §175-74 Data Center Impact Analysis requirements.

STAFF RECOMMENDATION: Staff recommends approval.

DRAFT MOTION: “For the purposes of good zoning practice and in accordance with Town Code §175-1(B), I move that the Planning Commission forward a recommendation of approval to the Town Council to approve Zoning Text Amendments to Town Code §175-3 – Definitions to define Data Centers, Town Code §175-64 Industrial Employment District (I-2) to revise the I-2 statement of intent and to add Data Centers with performance standards by Special Use Permit, and establish §175-74 Data Center Impact Analysis requirements.

“I move that the Planning Commission keep the public hearing open to _____.”

“I move that the Planning Commission forward a recommendation of denial to the Town Council for Zoning Text Amendment #2500345.”

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

PLANNING COMMISSION ACTION:

Moved _____ Seconded _____

Marshner _____ Marrazzo _____ Neel _____ Brooks _____ Fedoryka _____

☐ Approved ☐ Approved w/ Conditions ☐ Denied ☐ Other

Staff Report : Zoning Text Amendment 2500345

Background Information	Planning Commission (PC) has had two work sessions to discuss the proposed Data Center text amendments to the I-2 Zoning District. This amendment will provide a mechanism to restrict Data Centers as a land use exclusively to the I-2 district and only permit them by Special Use Permit. This ordinance was derived from extensive research into the lessons learned of other jurisdictions and a thorough analysis by PC members. Staff recommends approval to the Town Council
Code Sections Amended	An ordinance to amend Town Code §175-64 to revise the I-2 district statement of intent, add Data Center specific performance standards to Town Code §175-70 and establish §175-74 Data Center Impact Analysis requirements.

AN ORDINANCE TO AMEND CHAPTER 175-74 OF THE FRONT ROYAL TOWN CODE TO REVISE THE I-2 DISTRICT STATEMENT OF INTENT, ADD DATA CENTER SPECIFIC PERFORMANCE STANDARDS TO 175-70 AND ESTABLISH 175-74 DATA CENTER IMPACT ANALYSIS REQUIREMENTS.

175-3 – DEFINITIONS

For the purpose of this chapter, certain words and terms are herein defined as follows:

ANSI S1.4 - A standard that specifies the performance requirements for sound level meters, including different types of meters used for measuring sound levels in various environments.

BEST MANAGEMENT PRACTICES (BMP) - Proven and repeatable practices and workflows that represent the most effective and efficient ways to achieve organizational goals, maintain compliance, and enhance overall performance.

CORRELATED COLOR TEMPERATURE (CCT) - It is essentially a gauge of how yellow or blue the color of light emitted from a light bulb appears. It's measured in the Kelvin.

DATA CENTER - A use where digital information is processed, transferred, and/ or stored, occupying 10,000 square feet or more, where the majority of space is occupied by computers, servers, telecommunications and related equipment (including supporting equipment).

DATA CENTER CAMPUS (CAMPUS) - Land occupied and maintained by Data Center.

DECIBEL AUDIBLE (dB(A)) - Weighted power measurement for noise that filters high and low frequencies not of concern to human hearing.

DECIBELS RELATIVE TO THE CARRIER (dB(C)) - A measurement that expresses the power ratio of a noise signal to a carrier signal in decibels. It indicates how much weaker or stronger the noise is compared to the carrier, with positive values showing stronger noise and negative values indicating weaker noise.

EMERGENCY MEDICAL SERVICES (EMS) - The immediate medical response and pre-hospital care provided by trained professionals (such as paramedics and emergency medical technicians) to individuals experiencing acute illness or injury, typically in emergency situations like accidents, cardiac arrest, trauma, or other medical crises.

FOOT CANDLES (fc) - A unit of measurement for illuminance, which indicates how much light is received on a surface. Specifically, one foot-candle equals one lumen per square foot.

g - Refers to the unit of acceleration due to gravity, which is approximately 9.8 m/s². It is used to measure the magnitude of vibration, with higher g values indicating greater levels of acceleration and potential impact.

LARGE INDUSTRIAL FACILITY UTILITY USER: Refers to a business or organization that consumes or discharges a significant volume of utilities such as electricity, natural gas, or water due to large-scale industrial operations.

LUMINOUS EFFICACY (lm/w): Luminous Efficacy relates the luminous flux produced by a light source and the actual luminous flux emitted, i.e. how much light a light source is capable of producing and how much light it actually emits.

POWER USE EFFECTIVENESS (PUE): A metric used to measure the energy efficiency of a data center. It compares the total amount of power used by the facility to the power used specifically by the computing equipment (like servers, storage, and networking devices).

SMALL DATA CENTER: A use where digital information is processed, transferred, and or stored, occupying less than 10,000 square feet, where the majority of space is occupied by computers, servers, telecommunications and related equipment (including supporting equipment).

INDUSTRIAL EMPLOYMENT DISTRICT (I-2)

175-64 STATEMENT OF INTENT (I-2)

The I-2 Industrial Employment District is designed to:

- A. Enable the establishment of industrial, and employment uses and structures in appropriate locations of the town.
- B. Prevent land or structures from being used in a manner so as to create any dangerous, injurious, noxious or otherwise objectionable risk of fire, explosion, radioactivity or other hazardous condition; noise or vibration, smoke, dust, odor or other form of air pollution; electrical or other disturbance, glare or heat; liquid or solid waste; or other condition that would detract from the residential and commercial desirability of the adjoining areas.
- C. Provide controls and standards for the **establishment** of industrial, and employment uses and structures in keeping with the purposes of this Article and the Front Royal Comprehensive Plan.
- D. **Establish standards and guidelines for the construction, use and operation of Data Centers.**

175-65 USE REGULATIONS (I-2)

- A. Subject to the standards and requirements set forth in this Chapter, except as prohibited or restricted by separate restrictions of record that may pertain to property within the I-2 District, the following uses of land and buildings are permitted by-right in the I-2 District:

RESIDENTIAL:

Caretaker quarters.

COMMERCIAL:

Automobile and truck sales lots and leasing agencies, in accordance with Section 175-44.E.

Automobile garage (auto repair).

Automobile service stations (gas stations).

Business Offices.

Coal and wood yards, lumberyards and feed/seed stores.

Commuter parking facilities.

Contractor's offices, display rooms and storage.

Furniture stores.

Lumber and building supply.

Professional Offices.

Technology Business.

Veterinary hospitals.

INDUSTRIAL:

Distribution facilities.

Light Manufacturing.

Woodworking and upholstery shop.

Wholesale.

ORGANIZATIONAL:

Laboratory, pharmaceutical and/or medical.

Schools.

MISCELLANEOUS:

Accessory uses, structures and buildings.

Home occupations.

Open Space.

Public facilities.

Public parks and playgrounds.

Public utilities.

Signs, as set forth in Section 175-106.

Special childcare services.

Such other uses as determined similar to one (1) or more enumerated uses by the Zoning Administrator.

- B. The following uses are permitted within the I-2 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 I-2 District:

RESIDENTIAL:

COMMERCIAL:

Airport (including heliports).

Assembly Halls.

Barber and beauty shops.

Catering Services.

Clubs.

Daycare and daycare facilities.

Kennels.

Recreation facility, commercial.

Restaurant, including drive-in restaurants.

Retail Stores.

INDUSTRIAL:

Automobile Graveyard.

Data Center (subject to the supplemental provisions prescribed in Section 175-70.J & 175-74).

Hazardous Material Storage.

Heavy Manufacturing.

Medium Manufacturing.

Scrap metal processing.

ORGANIZATIONAL:

MISCELLANEOUS:

Any use permitted under Section 175-65.A, or specifically listed above under this subsection, that proposes to occupy a building or structure that exceeds the height requirements of Section 175-67, subject to the requirements of Section 175-136. Additional heights approved by a special use permit shall be required to increase the required setback and yard area requirements by an equivalent distance from each property line.

Communications Towers and cable television facilities, with wireless telephone (cell phone) communications tower subject to the supplemental provisions prescribed in Section 175-110.4.

Conservation Areas.

Mini-warehouses.

Parking Structures.

(Ord. of 6-26-00; Ord. of 4-14-03; Ord. of 7-25-05; Ord. of 9-26-05; Ord. of 7-28-08; Ord. of 2-28-11; Ord of 6-22-15; Ord. of 3-28-16)

175-66 AREA REGULATIONS (I-2)

- A. *Minimum lot size:* Twenty thousand (20,000) square feet.
- B. *Minimum lot width:* Eighty (80) feet.
- C. *Minimum district size:* Ten (10) acres.

175-67 MAXIMUM HEIGHT OF BUILDINGS (I-2)

- A. *All buildings/structures:* Seventy-five (75) feet, except as provided for in Section 175-65.B.
- B. *Exemptions to height requirements:*
 - 1. Chimneys and flues.
 - 2. Cooling towers.
 - 3. Flagpoles.
 - 4. Radio and communications towers.
 - 5. Parapet walls up to four (4) feet above the height of the building on which the wall rests.
 - 6. Water towers.

7. Elevator towers.

175-68 MINIMUM YARD DIMENSIONS (I-2)

A. All structures:

1. Front: Twenty-five (25) feet.
2. Side: Ten (10) feet.
3. Rear: Zero (0).
4. Corner side: Twenty-five (25) feet.

B. Transitional requirements, when adjoining a residential district:

1. Side: Forty (40) feet.
2. Rear: Forty (40) feet.
3. All transitional yards shall be landscaped in accordance with Section 148-44.

175-69 LOT COVERAGE (I-2)

A. Maximum building coverage: Fifty percent (50%).

B. Maximum impervious surface coverage: Seventy-five percent (75%).

175-70 PERFORMANCE STANDARDS (I-2)

The following performance standards shall apply to all uses within the I-2 Industrial Employment District:

A. Vibration:

1. No continuous, frequent or repetitive vibrations shall be produced which are discernible to a person of normal sensitivities, without instruments, on land that is not zoned for industrial uses.
2. Vibrations from temporary construction and vehicles leaving the property (such as trucks or trains) are excluded. Vibrations from on-site equipment or vehicles that remain primarily on-site are included.
3. Vibrations of no more than five (5) minutes in any one (1) day between the hours of 7:00 a.m. and 7:00 p.m. shall not be deemed continuous, frequent or repetitive.

B. Glare: Any operation or activity producing intense light or glare shall be performed in such a manner as not to create a glare effect across lot lines. Direct illumination from any source shall be screened from adjoining properties.

C. Heat:

1. Heat from an industrial use shall not at any time cause a temperature increase in the air on any adjacent property in excess of ten degrees Fahrenheit (10° F.).
2. Heat from an industrial use shall not at any time cause a temperature increase in a stream, wetland, lake or any other body of water, at or beyond the property line of the lot on which it is located, that would have an adverse effect on any aquatic life.

D. Liquid or Solid Wastes:

1. No industrial use shall result in the discharge of liquid or solid waste into any public sewer, private sewage system, public waters or into the ground except in compliance with applicable federal, state or local laws governing such discharge.
 2. There shall be no accumulation outdoors of solid wastes conducive to the breeding of rodents or insects.
 3. All discharges into any public sewer shall comply with the provisions of Section 134-2 et seq.
- E. *Smoke and Particulate Matter:*
1. Open storage and open processing operations, including on-site transportation movements which are the source of windborne dust or other particulate matter or which involve dust or other particulate air contaminant generating equipment (such as used in paint spraying, grain handling, sand or gravel processing or sandblasting) shall be conducted so that dust and other particulate air contaminants are not transported in visible quantities across the boundary line of the tract on which the industrial use is located.
 2. All industrial uses shall comply with state and federal air pollution control regulations.
- F. *Toxic and Hazardous Materials:*
1. All toxic and hazardous materials used in industrial operations shall be registered with the Front Royal Fire Department for purposes of safety.
 2. Activities involving the storage or use of materials or products which decompose by detonation shall be registered with the Front Royal Fire Department.
 3. Explosives shall be stored, used and manufactured in accordance with applicable state and federal regulations.
- G. *Odor:*
1. No continuous, frequent or repetitive emission of odors or odor-causing substances of such intensity and character as to be detrimental to the health and welfare of the public or neighboring landowners or to interfere with the comfort of the public or neighboring landowners at or beyond the property line shall be permitted. Any such odor or odor causing activity or substance shall be removed, stopped or so modified as to remove the odor.
 2. An odor which is evident no more than once in any one (1) day for a period not exceeding five (5) minutes shall not be deemed as continuous, frequent or repetitive within the meaning of these regulations.
- H. *Noise:*
1. No industrial activity shall generate noise that tends to have an annoying or disruptive effect upon uses located beyond the property boundary.
 2. Where technical evidence of violation is warranted, sound levels shall be measured at locations specified in Section 175-71 with a sound level meter and associated octave band filter, manufactured in accordance with the American Standards Association. Measurements shall be made using the flat network of the sound level meter. No sound pressure level shall exceed the decibel levels in the octave bands shown herein.
 3. Maximum permitted sound levels (in decibels):

Octave Band Cycles Per Second	Maximum Permitted Sound Level in Decibels
0 to 75	72
75 to 150	67
150 to 300	59
300 to 600	52
600 to 1200	46
1200 to 2400	41
2400 to 4800	38
Above 4800	35

4. Noise resulting from temporary construction activity between the hours of 7:00 a.m. and 7:00 p.m. shall be exempt from this section.
- I. *Screening:*
1. Except where otherwise specifically approved in the Town Code, permitted uses shall be conducted wholly within a completely enclosed building.
 2. Outdoor storage, outdoor display or outdoor sale of goods shall only be permitted when each of the following standards are met:
 - a. Outdoor storage, outdoor display, or outdoor sale of goods shall be used in direct association with the primary use or uses of the property.
 - b. Outdoor storage, outdoor display and/or outdoor sales shall be screened to obstruct view from any adjacent public street. A screen may consist of a building, solid masonry wall, uniformly painted solid board fence or landscaping. The height of the screening shall be six feet (6') feet unless an alternative height is approved by the Planning Commission during the review of a site plan.
 3. The following types of outdoor display and/or outdoor sales shall be exempt from the requirements of Section 175-70.I.2.b:
 - a. Motor vehicles.
 - b. Power operated machines designed for outdoor labor, such as farming, construction or lawn maintenance, as well as large equipment, products, and materials designed to be kept outdoors.
 - c. Plants and other landscaping products typically sold with plants.
 - d. Temporary or seasonal activities, such as but not limited to, peddlers and itinerant merchants that have obtained approval from the Town.
 - e. Pre-manufactured buildings.
 - f. Vending machines.
 - g. General products, goods, merchandise, and/or materials, provided that: (i) no more than two hundred (200) square feet of area is used, and (ii) outdoor display and/or sales are restricted from the evening and night hours from 8:00 p.m. to 5:00 a.m., except that

general products, goods, merchandise, and/or materials may be kept outdoors if located under a roofed structure.

4. All sites and parking areas shall be landscaped in accordance with the provisions of Sections 148-46, 148-47 and 148-48.
5. Automobile graveyards and junkyards, including those in existence at the time of the adoption of this chapter, shall completely screen, on any side open to view from a public road, the operation or use by a solid masonry wall, a uniformly-colored solid fence or dense evergreen plantings at least six (6) feet in height at the time of planting.

In addition to performance standards A through I, the following performance standards shall apply only to Data Center use within the Industrial Employment District.

J. Data Center Performance Standards:

1. As a “Large Industrial Facility Utility User” data centers shall be subject to application requirements and performance standards intended to mitigate adverse impacts on adjacent properties, infrastructure, and natural resources. These standards shall address, at a minimum, operational noise, visual buffering, stormwater management, energy infrastructure, and emergency power systems. Whenever possible, innovative resource (power, water, etc.) protection implantations are encouraged. Application requirements will include:
 - a. Data Center Utility Impact Analysis.
 - b. Data Center Physical Impact Analysis
 - c. Data Center Environmental Impact Analysis.

Data Center Impact Analysis requirements can be found in section 175-74.

2. Minimum Setback Requirements:
 - a. Adjacent to residential zoning districts: minimum setbacks shall be at least 200 feet.
 - b. Adjacent to Planned Neighborhood Development (PND) zoning districts: minimum setbacks shall be at least 150 feet.
 - c. Adjacent to commercial and industrial zoning districts: minimum setbacks shall be at least 25 feet.
 - i. Adjacent to public streets, railways and other rights-of-way: minimum setbacks shall be at least 40 feet.
 - ii. Adjacent to Agriculture and Open Space Preservation District (A1) shall be no less than 100 ft.
 - iii. Setbacks for property that adjoins the corporate limits of the town shall have a setback of no less than 200 ft.
 - iv. Between buildings: Within a common scheme of development where individual lots or building sites are to be sited, the minimum setback between buildings on adjacent lots or building sites shall be at least 25 feet.
3. Perimeter Buffers:
 - a. All buffers shall be inclusive of required setbacks.
 - b. Buffer yard plantings shall be designed to minimize visual impacts from adjacent public streets and properties not in common ownership. Notwithstanding the requirements of this section, use of natural topography and preservation of existing vegetation, supplemented by new vegetation and security fencing. All new trees shall be at least 6 feet tall at time of planting and achieve a height of at least 25 feet at maturity.

- c. A perimeter buffer shall be established and maintained with a minimum width of twenty-five feet along the perimeter of each Data Center Campus. In addition, additional plantings within the setback area but spread outside of the separately landscaped perimeter buffer shall be installed and maintained by the campus owner.

4. Open Spaces

- a. A minimum of thirty (30) percent open space (permeable surface area) shall be maintained for each campus or contiguous group of parcels in common ownership within the lot, including undeveloped land, wetlands, steep slopes, stormwater best management practice features, open areas, landscape buffers, and land used primarily for resource protection or recreational purposes.
- b. The on-site open space requirement may be reduced to 20% on a parcel where all stormwater best management practices are designed where all volume and nutrient treatment occurs on site without the purchase of offsite nutrient credits.

5. Noise Standards

Technical Note: Unlike other sources of noise, data centers generate a continuous, mechanical sound profile primarily from industrial-scale cooling systems, power infrastructure, and ventilation equipment which may persist 24 hours a day. Because this noise is largely constant and not intermittent, it presents unique challenges to nearby residential areas and requires separate regulation from most general noise provisions. These standards aim to protect public health, residential quality of life, and nighttime peace while allowing for the lawful operation of data center facilities.

- a. Noise standards are measured in bands and across total audible spectrum. Noise is measured prior to construction and the post construction operational phase of data center.
 - i. Low-frequency core audio band: Sound in the range of 10 Hz to 250 Hz, dB(C).
 - ii. High-frequency core audio band: Sound in the range of 2,000 Hz to 8,000 Hz, dB(A).

Note: Mid frequency core audio band is not specified above in i or ii since it doesn't typically create tonal or vibration-related issues. It is, however, captured within both A-weighted and C-weighted measurements specified later in this section. The specified high and low frequencies are the most common culprits in nuisance or environmental complaints, especially from data centers (cooling fans, HVAC, etc.)

- iii. Overall level and total noise in dB(A): Sound across 10 Hz to 20000 Hz.
- iv. Overall level and total noise in dB(C): Sound across 10 Hz to 20000 Hz

Note: dB(A): A-weighted decibel scale (emphasizes frequencies heard by humans) and dB(C): C-weighted decibel scale (captures low-frequency noise).

- v. Any noise which emanates from operation or other activity associated with any data center or research, development, or light manufacturing facility, or their accessory uses shall be limited to a "Equivalent Continuous Sound Level (LEQ)" in A-weighted decibels of 59 dB(A) (+/- 1.5 dB) and C-weighted decibels 65 dB(C) (+/- 1.5 dB) during the day (7:00 a.m. until 9:00pm) and 52 dB(A) (+/- 1.5 dB) and 58 dB(C) (+/- 1.5 dB) during the night (9:00pm through 7:00 a.m.). LEQ shall be measured over a minimum 15-minute interval for both daytime (7:00 a.m. to 9:00 p.m.) and nighttime (9:00 p.m. to 7:00 a.m.) periods. If the total spectrum measurement yields a 15dB difference between dB(A) and dB(C), additional analysis to identify any spectral peaks is required.

- vi. Measurements shall be taken at the campus boundaries, using calibrated sound level meters conforming to ANSI S1.4 Type 1 or Type 2 standards, with the meter set to “Slow” response and utilizing A-weighting (dB(A)) and C-weighting (dB(C)) as appropriate. Environmental noise levels shall be tested prior to construction and in the post construction operational phase.
- vii. A differential analysis across 10 Hz to 8000 Hz band utilizing dB(A) and dB(C) total band measurements shall be conducted. That differential shall not exceed:
 - (1) $\leq 15\text{dB} \pm 1.5\text{ dB}$ Daytime
 - (2) $\leq 20\text{dB} \pm 1.5\text{ dB}$ Nighttime
- viii. Utilizing dB(A) and dB(C) total band measurements, a 1/3 Octave Band Analysis. shall not detect tonal components and frequency-specific noise:
 - (1) A 1/3-octave band has a sound pressure level $\geq 5\text{ dB}$ higher than the levels in the adjacent bands (on either side).
 - (2) A narrowband spectral peak that stands out significantly from the background spectrum and can be clearly heard as a hum, whine, buzz, or tone.
- ix. Frequency-Specific Adjustments
 - (1) If a noise source contains tonal components (i.e., pure tones) in the low- or high-frequency range, the following penalties apply:
 - (a) +5 dB penalty if the noise has distinct tonal components at 250 Hz or less (e.g., industrial fans).
 - (b) +3 dB penalty if the noise has tonal components above 250Hz (e.g., squeals).
 - (c) These measurement penalties are added to the measured A-weighted Equivalent Continuous Sound Level (LEQ) value for analysis.
- x. Sound measurements equipment standards:
 - (1) Measurements must be taken using calibrated sound level meters complying with ANSI S1.4 Type 1 or Type 2 standards:
 - (a) At the campus boundary.
 - (b) With the meter set to “Slow” response.
 - (c) With A-weighting and C-weighting applied for respective limits.
 - (d) Wind screening, weather condition controls, and height of measurement mic (e.g., 1.5 m above ground) shall be used for measurement equipment set-up.
- xi. Sound Exemptions would include:
 - (1) Construction work (governed by existing noise ordinance).
 - (2) Emergency operations.
- xii. Generator testing:
 - (1) Generator testing shall be conducted between 7:00 a.m. until 7:00 p.m. unless testing at a time outside of this range is required by the Department of Environmental Quality.

- (2) The sound study shall be specific to the proposed site layout and building type, scale, and height shown on the site plan and shall evaluate (i) the noise conditions at the site prior to project development at set locations as determined by the Town and (ii) provide model- predicted noise conditions resulting from the proposed project post-development.
 - (3) The sound study shall include recommendations for mitigation measures, and which mitigation measures, if applicable, should be incorporated into conditions of issuance of site plan approval, or to issuance of building permit(s).
 - xiii. Post-development noise.
 - (1) Noise conditions at and/or within the lot will be evaluated and compared to all local code requirements within sixty (60) days after the issuance of the/a occupancy permit for each phase and/or campus facility, and annually thereafter for a period of ten (10) years. Said evaluations shall be conducted by the campus operator at a time(s) generally known for peak data center cooling operations.
 - (2) Backup generators shall be housed in an interior acoustically controlled structure for noise abatement.
 - xiv. Where no residential or noise-sensitive receptors are present or reasonably foreseeable within 1000 feet of a data center campus, and where site-specific conditions mitigate off-site sound transmission, noise limits may be relaxed on a case-by-case basis, subject to acoustic assessment and review.
 - xv. Any noise testing that reveals anomalous or out-of-specification results may necessitate additional analysis, further testing, and/or the implementation of appropriate mitigation measures to ensure compliance with applicable standards and performance requirements.
6. Quantitative Vibration Limits.
- a. No use, operation or activity shall cause or create earth borne vibrations in violation of the below vibration standards as measured at the Data Center campus boundary.
 - b. All measurements shall be taken prior to construction and post construction operational phase for comparative analysis and baseline vibration establishment.
 - c. Continuous Vibration (Steady-State Sources):
 - i. The peak particle acceleration shall not exceed the baseline measurement:
 - (1) 0.002 g for frequencies ≤ 50 Hz.
 - (2) 0.001 g for frequencies > 50 Hz.
 - (3) Impulse or Intermittent Vibration:
 - (a) For single events occurring less than once every 5 minutes, vibration levels may not exceed 0.01 g peak acceleration.
 - d. Measurement Protocol, all measurements shall be:
 - i. Taken at the campus boundary line adjacent to data center.
 - ii. Conducted using ANSI S2.47-1990 or ISO 2631 compliant vibration meters.
 - iii. Recorded as peak acceleration (g), with frequency analysis.
 - e. Measurements shall be made during the loudest expected operational periods, including emergency generator testing, peak cooling demand, or routine maintenance cycles.

- f. Exemptions:
 - i. Temporary construction-related vibration is exempt, provided it complies with applicable construction noise and hours-of-operation rules.
 - ii. Where no residential or vibration-sensitive receptors are present or reasonably foreseeable within 1000 feet of a data center campus, and where site-specific conditions mitigate off-site vibration transmission, vibration limits may be relaxed on a case-by-case basis, subject to vibration assessment and review.
- 7. Outdoor Lighting Standards.
 - a. Lighting standards shall apply to all new data centers in Front Royal, as well as expansions or renovations involving exterior lighting.
 - b. A photometric Lighting Plan must accompany site/subdivision plan or building permit applications, showing:
 - i. Fixture locations & mounting heights.
 - ii. Full manufacturer's specs (cutoff, wattage, CCT, shielding).
 - iii. Calculated illuminance (fc) over the site and at all campus property lines.
 - iv. Light trespass values extending to adjacent residential or commercial zones.
 - c. Fixture Requirements.
 - i. Fixtures $\geq 3,000$ lumens must be full-cutoff, horizontal, and shielded to avoid upward glare.
 - ii. Private security lighting is allowed if motion-activated and ≤ 30 minutes per activation.
 - iii. Mounting Heights.
 - iv. Pole lights: Max 25 ft in industrial zones.
 - v. Wall-mounted lights: Max 20 ft above finished grade.
 - vi. Color Temperature & Efficiency.
 - vii. Correlated color temperature (CCT) $\leq 3,000$ K.
 - viii. Minimum efficacy 110 lm/W.
 - ix. LED or energy-efficient equivalent mandatory.
 - d. Illuminance Limits.
 - i. Entries/loading zones: ≤ 10 fc.
 - ii. Parking areas: ≤ 5 fc average.
 - iii. Drive aisles/internal roads: ≤ 3 fc.
 - iv. Perimeter fencing: ≤ 1 fc.
 - v. At campus property lines: ≤ 0.2 fc (adjacent residential); ≤ 0.5 fc (adjacent non-residential).
 - e. Controls & Dim-Down Requirements.
 - i. Dimming $\geq 50\%$ within 30 minutes of facility close (unless lighting supports active operations).
 - ii. Photocells or timeclocks required.

- iii. Occupancy sensors in low-traffic/service areas.
- f. Prohibitions.
 - i. No exposed floodlights, cobra heads, uplighting, colored or flashing lights (unless emergency).
 - ii. No light trespass or glare onto surrounding public roads.
 - iii. Exceptions (Special Exception Only)
Security lighting exceeding standard limits may be approved if:
 - (1) Motion-activated or timed.
 - (2) Proved no glare or boundary trespass.
- g. Compliance Verification.
 - i. Prior to Certificate of Occupancy, the applicant must submit:
 - (1) Field measurements from a lighting engineer, or
 - (2) Engineer certificate attesting full compliance.
- 8. Water Cooling Standards.
 - a. No permitted or accessory use described in the underlying zoning district shall be permitted to permanently utilize potable water for industrial cooling, including but not limited to a data center cooling.
 - b. Shall not apply to water requirements of domestic water (drinking water and sanitary facilities for employees and occupants) and fire suppression standards.
 - c. Temporary potable water for industrial cooling may be provided through a Water Service Agreement approved by the Town Council to bridge initial water requirements while an industrial reuse water cooling system is constructed.
 - d. Where possible, the prioritization of cooling technologies that significantly reduce water consumption (e.g., dry cooling, hybrid cooling, or air-cooled chillers) is encouraged.
 - e. The cooling systems proposed shall reflect a good-faith effort to incorporate resource-efficient technologies.
- 9. Building Height Standards.
 - a. The maximum height shall be no more than seventy-five (75) feet.
 - b. The height limitation shall not apply to parapets, screening, spires, belfries, cupolas, roof-mounted antennas or communications towers, air cooling ventilation equipment, ventilators, or other appurtenances usually required to be placed on the roof level and not intended for human occupancy, which shall be subject to the exception stated in Town Code.
 - c. A Special Exception may be permitted via the Special Use Permit process.
- 10. Building Size Standards.
 - a. The maximum size of an individual building is 100,000 square feet. A special exception is required to exceed this size. A special exception may be permitted via the Special Use Permit process.

11. Differentiated Surfaces Standards.

- a. Any building facade visible from adjacent properties or public streets shall incorporate a differentiation that breaks the mass of the facade every 100 horizontal linear feet and no less frequent than 3 times the average height of the building by changes in at least two of the following design elements: building height, facade step-back or recesses (minimum 2 1/2 feet depth), fenestration, facade materials, pattern, texture, color, or use of accent materials. All visible facades of a building must be consistent in terms of design, materials, details, and treatment.
- b. Windows, doors, or similar fenestration design features such as faux windows must be distributed horizontally and vertically across the facade and comprise a minimum of 15% of each visible building facade. A green-wall treatment may be provided to meet up to half of the required 15% area.
- c. The following elements shall be included in the building design:
 - ii. A main entrance feature that is differentiated from the remainder of the facade.
 - iii. High albedo or light-colored roof.
 - iii. Enclosures for on-site generators.
 - iv. Shrouds for any exhaust stacks.

12. Building facade material requirements.

- a. Primary facade materials shall be limited to one or more of the following: tinted textured masonry block, pre-cast concrete, tilt-up concrete panels, brick or stone veneer, glass (clear or architectural panels), stucco and external insulation finish system that simulates a stucco appearance, metal panel systems, structural metal siding, or smooth-faced concrete blocks. All metal panels shall be fully engineered, architectural quality systems.
- b. Accent or trim building materials may include any of the primary facade materials, wood, fiber cement, vinyl, or composite trim.
- c. Data Center Parking Standards.

13. Parking.

- a. Small data center: 1 parking space/1,000 square feet.
- b. Large Data Center: 4 parking spaces for the first 4,000 square feet and a maximum of 1 parking space for every additional 6,000 square feet.

14. Additional testing and evaluations.

- a. Additional testing, analysis, or documentation may be required if the application or testing contains ambiguities, inconsistencies, or lacks sufficient detail to assess compliance with applicable standards.

175-71 LOCATIONS FOR DETERMINATION OF PERFORMANCE STANDARDS (I-2)

Measurements may be made at ground level or at habitable levels of buildings. Measurements shall be made at the property boundary of the parcel where the industrial use is located.

175-72 ADMINISTRATION AND ENFORCEMENT OF PERFORMANCE STANDARDS (I-2)

- A. Before a building permit or zoning permit shall be issued or construction commenced on any uses in this district or a permit issued for a new use, the development plans shall be submitted to the Zoning Administrator for review. Sufficient detail shall be provided on said plans to show compliance with the substantive provisions of this chapter and compliance of the operations and processes to the performance standards.
- B. Determinations of a violation shall be made pursuant to a test using either the senses of the Zoning Administrator and a second municipal official/employee, or using equipment before notice of violation is issued. The operator of an industrial use shall be given written notice of the time and place of the test and given a reasonable opportunity to witness the test.
- C. The Zoning Administrator will notify landowners and business operators/tenants in writing of violations and will then seek compliance. When notified of a violation, a landowner or tenant will have the opportunity to demonstrate that the operation predates the application of this Article and is therefore a valid nonconforming use. A finding of violation may be appealed to the Board of Zoning Appeals and then to the courts.
- D. If a violation exists and the operator fails to take satisfactory action within two (2) weeks, the Zoning Administrator shall take or cause to be taken such action as is appropriate to cause correction of such violation. Failure to obey lawful orders concerning correction of such violation shall be punishable as provided generally for violations in the Zoning Ordinance and in other laws or regulations affecting the case.

175-73 OFF-STREET PARKING AND LOADING (I-2)

- A. *Parking space requirements:*
 - 1. Industrial uses/manufacturing/distribution areas: One (1) space per employee and one (1) space for every vehicle used on site, plus one (1) space per delivery/loading bay.
 - 2. Automobile garages: Two (2) spaces per service bay, or two (2) spaces for every three hundred sixty (360) square feet. Every such facility shall have a minimum of three (3) spaces.
 - 3. Industrial uses/office component: One (1) space per three hundred (300) square feet of office area.
 - 4. Other uses not specifically enumerated: See Section 175-104.
- B. *Location:* Minimum setback for loading areas, driveways and parking: Five (5) feet from side and rear property lines for parking areas with fewer than fifteen (15) spaces and five (5) feet from front property line except where driveway entrance is located. All parking areas with fifteen (15) or more spaces shall meet the requirements of Section 148-48.
- C. *Loading space requirements:*
 - 1. Number: One (1) space for first ten thousand (10,000) square feet of gross floor area, plus one (1) space for each additional forty thousand (40,000) square feet or fraction thereof. For purposes of this section, gross floor area shall include gross outdoor storage areas, covered or uncovered.
 - 2. Size of space: Minimum twelve (12) feet wide and fifty-five (55) feet in length, with a minimum clear height of fifteen (15) feet.

175-74 Data Center Impact Analysis (I-2)

A. Required Utility Impact Analysis (UIA)

Applicants must include a UIA certified by a Professional Engineer, containing:

- 1. Electrical System Impacts.**
 - a. Projected peak & average load (MW).
 - b. Power delivery plan from energy provider and impact shall include Backup Generator plans.
 - c. Grid impact assessment: load studies, reliability analysis.
 - d. Utility coordination documentation verifying capacity or required upgrades.
 - e. Statement on cost/responsibility for infrastructure enhancements (e.g., private vs. public).
- 2. Water & Wastewater Assessment.**

If applicable:

 - a. Daily and peak water usage (gallons/day).
 - b. Cooling technology description (closed-loop, evaporative, reuse).
 - c. Impact analysis on municipal water/wastewater systems.
 - d. Water treatment plan for recycled water and other fluids.
 - e. Correspondence from the Town of Front Royal/Public Works on capacity & fees.
- 3. Telecommunications Infrastructure.**
 - a. Summary of fiber/broadband needs and planned connectivity.
 - b. Confirmation from providers regarding availability and capacity.
- 4. Sustainability & Efficiency Measures.**
 - a. Energy-efficiency features, including Power Use Effectiveness (PUE) targets.
 - b. On-site renewable energy or offset strategies.
 - c. Noise and heat mitigation strategies (e.g., screening, sound dampening, limited generator testing hours).
- 5. Review Criteria.**
 - a. Adequate utility capacity and service availability.
 - b. Whether infrastructure upgrades are funded by the developer, not taxpayers.

- c. Environmental/sustainability mitigations and community impacts (noise, heat, water use).

B. Data Center Physical Impact Analysis.

Purpose

To ensure new data centers can integrate within the surrounding environment by evaluating their physical impacts to include the following: 1) Noise; 2) Heat and Air Emissions; 3) Traffic and Access; 4) Visual and Aesthetic; and 5) Vibration and Ground.

Applicants must submit a Physical Impact Analysis (PIA), prepared by a qualified engineer, architect, or planner, as part of the zoning or site plan application. The PIA shall include the following:

1. Noise Impact Study.

- a. Assessment of projected operational noise (e.g., cooling units, generators) at campus property boundaries.
- b. Description of generator testing schedules and backup systems.
- c. Comparison to Town noise ordinance thresholds (in dBA).
- d. Mitigation measures: sound walls, enclosures, operational limits.

2. Heat and Air Emissions Impact.

- a. Analysis of waste heat discharge from servers and HVAC systems.
- b. Evaluation of any thermal plumes or heat impacts on adjacent properties or ecosystems.
- c. Description of cooling system emissions (water vapor, particulates if using evaporative or diesel systems).
- d. Heat mitigation strategies: green roofs, heat exchangers, landscaping, exhaust redirection.

3. Traffic and Access Impact.

- a. Description of construction and operational traffic volumes, including truck deliveries, equipment servicing, employee vehicles.
- b. Peak trip generation analysis using Institute of Transportation Engineers (ITE) standards (Land Use 770: Data Center).
- c. Truck routing and site access plans.
- d. Traffic mitigation strategies: turn lanes, signalization (if warranted).
- e. Coordination with Town and VDOT if applicable.

4. Visual and Aesthetic Impact.

- a. Rendered site elevations or photomontages showing the facility from public roads and adjacent uses.

- b. Analysis of height, scale, and bulk compared to surroundings.
- c. Screening plans: landscaping, fencing, architectural treatments.
- d. Exterior lighting plan demonstrating compliance with dark sky standards.

5. Vibration and Ground Impact (if applicable).

- a. Analysis of potential vibration impacts from generators, cooling towers, or mechanical systems.
- b. Mitigation strategies: vibration dampers, equipment pads, sound-absorbing materials.

6. Land Use Compatibility Assessment.

- a. Assessment of how the facility aligns with adjacent zoning, comprehensive plan, and surrounding land uses.
- b. Identification of sensitive uses nearby (residential, schools, parks, trails).
- c. Compatibility strategies: setbacks, buffering, hours of operation, community engagement.

7. Review Criteria.

The Zoning Administrator and Planning Commission shall evaluate the PIA for:

- a. Conformance with Town noise and lighting regulations.
- b. Adequacy of visual screening and building orientation.
- c. Impacts on neighboring land uses and mitigation adequacy.
- d. Safe and sufficient traffic circulation and site access.
- e. Compliance with sustainability and resiliency goals in the Town's Comprehensive Plan.

8. Conditions of Approval.

- a. Approval of a zoning permit or site plan for a data center shall be contingent upon satisfactory mitigation of any significant physical impacts identified in the PIA.
- b. Noise testing, generator operation logs, or traffic monitoring may be required as conditions of approval.

9. Enforcement and Monitoring.

- a. The Town shall require a post-construction physical impact audit to verify compliance with approved mitigation measures.
- b. Violations of approved physical performance standards may result in fines, operating restrictions, or permit revocation.

C. Data Center Environmental Impact Analysis

Purpose

To evaluate and mitigate the potential environmental impacts of data center development—particularly land disturbance, air and water quality degradation, and energy and carbon intensity, in a manner that protects the Shenandoah Valley’s natural resources and supports sustainable land use in the Town of Front Royal.

Required Environmental Impact Analysis (EIA)

Applicants shall submit an Environmental Impact Analysis (EIA) prepared by a qualified environmental consultant, certified engineer, or licensed planner. The EIA must be submitted as part of the rezoning application package:

1. Land Disturbance and Soil Impact Assessment.

- a. Total area of grading, clearing, and impervious surface coverage.
- b. Soil erosion potential and slope stability (per NRCS classification).
- c. Mitigation measures: erosion & sediment control plan, phased clearing, vegetated buffers.

2. Stormwater, Wastewater and Water Quality Analysis.

- a. Stormwater runoff projections under pre- and post-development conditions.
- b. Identification of potential pollutants of concern (e.g., heated discharge, oils, sediment).
- c. Description of Best Management Practices (BMPs) and green infrastructure used (e.g., bioswales, retention basins).
- d. Compliance with VA DEQ stormwater regulations and Town stormwater ordinance.
- e. Impacts on nearby surface waters or floodplains (e.g., Shenandoah River tributaries).
- f. Plans for treatment of waste water from industrial processes. Waste water must be treated to applicable EPA standards either on site or removed for treatment elsewhere before release.

3. Air Quality and Emissions Impact.

- a. Estimation of greenhouse gas emissions, diesel generator emissions (NOx, PM2.5, CO2).
- b. Identification of airborne pollutants during construction and backup power use.
- c. Mitigation plans: generator testing limits, air filtration, clean diesel or battery backup.

4. Energy and Carbon Intensity Analysis.

- a. Projected annual energy consumption and Peak Load in Mega Watts (MW).
- b. Use of renewable energy sources, energy efficiency measures Power Use Effectiveness (PUE) targets, server cooling efficiency).
- c. Carbon offset strategies, if applicable.

- d. Leadership in Energy and Environmental Design (LEED) or equivalent sustainability certification plan (if proposed).

5. Ecological and Habitat Impact Assessment.

- a. Description of site's pre-development vegetation, habitat, and biodiversity.
- b. Inventory of wetlands, streams, or critical habitats based on field survey or state/federal datasets.
- c. Documentation of compliance with the Chesapeake Bay Preservation Act, if applicable.
- d. Wildlife impact mitigation (e.g., tree preservation, fencing, lighting restrictions for nocturnal species).

6. Hazardous Materials and Spill Prevention Plan.

- a. Identification of onsite fuel or chemical storage (e.g., diesel, refrigerants, batteries).
- b. Spill containment and response strategies.
- c. Emergency environmental response procedures and coordination with Fire & EMS.

7. Facility Life Cycle Plan.

- a. A facility life cycle plan shall be included prior to approval of site plan.
- b. Comprehensive planning to provide information needed to make sound decisions about facility project planning and base development.
- c. Design.
 - i. The materials, technologies, and types of systems chosen that have a direct and life-long impact on operation, maintenance, repair, and dispose of the facility.
- d. Restoration and Disposal.
 - i. Plans for repurposing, demolition and rehabilitation of land after end of use of facility.

8. Review Standards.

The Zoning Administrator, Town Council (Town Engineer), and Planning Commission shall evaluate the EIA to determine:

- a. Whether proposed mitigation sufficiently reduces impacts to soil, air, water, and habitat.
- b. If the project complies with Town ordinances, State DEQ standards, and federal Clean Water/Air Acts.
- c. The project's alignment with sustainable development goals of the Town Comprehensive Plan.

9. Conditions of Approval.

Approval of any zoning, site plan, or zoning permit for a data center is contingent upon:

- a. Town verification of compliance with applicable stormwater, erosion, and pollution control measures.
- b. Developer commitment to implement all environmental mitigations identified in the approved EIA.
- c. Provision of updated documentation if project changes increase environmental footprint.

10. Post-Construction Monitoring.

For major facilities, the Town may require annual post-construction reporting, submitted to Planning and Zoning on:

- a. Actual energy use and carbon emissions vs. projected.
- b. Groundwater or surface water sampling.
- c. Long-term maintenance of stormwater Best Management Practices (BMPs) and erosion controls.



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: October 6, 2025

Item# 05A

Agenda Item: Designated Special Circumstance Housing

Summary: Town Council sent this item back to PC. PC made edits to clarify the text and held a Public Hearing on September 17, 2025. PC recommended approval to Town Council.

Budget/Funding: N/A

Staff Recommendation: Staff recommends approval.

**PLANNING COMMISSION REGULAR MEETING
AGENDA STATEMENT**

Meeting Date: September 17, 2025

Public Hearing Item 1: 2500320 – For the public necessity, convenience, general welfare, or good zoning practice, Zoning Text Amendment to Town Code §175-3 to define Designated Special Circumstance Housing. Text Amendments to Town Code §175-12.1.A, §175-20.1, and §175-30, to add Designated Special Circumstance Housing performance standards by Special Use Permit and to establish Town Code §175-117 to add Designated Special Purpose Housing performance standards.

Recommendation of Approval ✓

Recommendation of Denial _____

Postponed _____

Vice Chairman Neel moved, seconded by Commissioner Fedoryka in order to promote the general welfare of the public and in accordance with Town Code §175-1(B), by providing an avenue to permit alternative housing needs within the community, that the Planning Commission forward a recommendation of approval to the Town Council to approve a text amendment to define Designated Special Circumstance Housing and permit the use by Special Use Permit, subject to performance standards, within the Towns' residential districts.

VOTE: Yes – Marshner, Brooks, Neel, Marrazzo, Fedoryka

No – N/A

Abstain – N/A

Absent – N/A

ROLL CALL

Moved Neel Seconded Fedoryka

Marshner yes Marrazzo yes Neel yes Brooks yes Fedoryka yes

CERTIFIED by the Planning Commission

Connie Marshner

Chairman Marshner

Town of Front Royal, Virginia

Planning Commission Regular Meeting Agenda

☐ Consent Action ☐ Administrative Action ☒ Public Hearing ☐ Discussion

Agenda Item: Zoning Text Amendment # 2500320

MEETING DATE: September 17, 2025

SUMMARY: For the public necessity, convenience, general welfare, or good zoning practice, Zoning Text Amendment to Town Code §175-3 to define Designated Special Circumstance Housing. Text Amendments to Town Code §175-12.1.A, §175-20.1, and §175-30 to add Designated Special Circumstance Housing performance standards by Special Use Permit and establish Town Code §175-117 to add Designated Special Circumstance Housing performance standards.

STAFF RECOMMENDATION: Staff recommends approval.

DRAFT MOTION: "In order to promote the general welfare of the public and in accordance with Town Code §175-1(B), by providing an avenue to permit alternative housing needs within the community, I move that the Planning Commission forward a recommendation of approval to the Town Council to approve a text amendment to define Designated Special Circumstance Housing and permit the use by Special Use Permit, subject to performance standards, within the Towns' residential districts."

"I move that the Planning Commission keep the public hearing open to allow staff time to ascertain additional information regarding _____. "

"I move that the Planning Commission forward a recommendation of denial to the Town Council for Zoning Text Amendment #2400320."

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

PLANNING COMMISSION ACTION:

Moved _____ Seconded _____

Marshner _____ Marrazzo _____ Neel _____ Brooks _____ Fedoryka _____

☐ Approved ☐ Approved w/ Conditions ☐ Denied ☐ Other

Staff Report : Zoning Text Amendment 2500320

Background Information	This proposed text amendment came about for several reasons. Mostly though, the number of applications for lodging houses used as transitional living facilities revealed the need within the community for alternative types of housing solutions outside of the traditional family. From a land use perspective, no more than four unrelated individuals can reside in a dwelling unit. While lodging houses provide a mechanism around this requirement, they are not broad enough to address the housing needs of the community. Once the question of “Can the Town better address housing needs from a zoning perspective?” was posed, the Planning Commission and staff went about gathering information. The process began by interviewing several Community groups and individuals to get an understanding of what was missing but needed. From the interviews, the Planning Commission sorted and analyzed the data to determine that while there is no one size fits all scenario, defining certain situations and housing needs for specific groups could be beneficial. Once the needs or groups were defined, determining where they needed to be was the next step. Since the appropriateness of the location is such a big factor in whether to approve these types of housing, the Special Use Permit mechanism was deemed appropriate. This allows for a case-by-case analysis by the governing body to mitigate potential negative effects in the community as a whole. Under this amendment, the following groups will have parameters to apply for specific housing needs a) Individuals with Developmental Disabilities, b) Veteran’s Housing, c) Emergency Family Housing, d) Shelter for Domestic Abuse Victims, e) Shelter for At-Risk Children. Most of these uses are regulated in some form or another by State and Federal agencies, the Town is not looking to regulate the daily operations, just the location. The performance standards provided in the proposed Chapter 175-117 are intended to respect the outside authority but provide guidelines for decision makers to decide appropriateness of the use. Staff recommends approval to Town Council
Code Sections Amended	§175-3 Definitions; §175-12.1.A (R-1); §175-20.1 (R-2); §175-30 (R-3); and establish §175-117.

FOR THE PUBLIC NECESSITY, CONVENIENCE, GENERAL WELFARE, OR GOOD ZONING PRACTICE, ZONING TEXT AMENDMENT TO TOWN CODE §175-3 TO DEFINE DESIGNATED SPECIAL CIRCUMSTANCE HOUSING. TEXT AMENDMENTS TO TOWN CODE §175-12.1.A, §175-20.1, AND §175-30, TO ADD DESIGNATED SPECIAL CIRCUMSTANCE HOUSING PERFORMANCE STANDARDS BY SPECIAL USE PERMIT AND ESTABLISH TOWN CODE §175-117 TO ADD DESIGNATED SPECIAL CIRCUMSTANCE HOUSING PERFORMANCE STANDARDS.

175-3 - DEFINITIONS

For the purpose of this chapter, certain words and terms are herein defined as follows:

Congregate Living - Residential arrangement where multiple unrelated individuals of nine (9) or more persons live together in a shared housing environment, typically with some level of support or shared services. It is regulated separately from single-family homes or traditional apartment units due to its unique characteristics.

Designated Special Circumstance Housing (DSCH) - Residential accommodations that are specifically utilized to meet the needs of housing for individuals that fall in one of the following categories; a) Individuals with Developmental Disabilities, b) Veteran's Housing, c) Emergency Family Housing, d) Shelter for Domestic Abuse Victims, e) Shelter for At-Risk Children.

DSCH Temporary Housing – 1 year or less

Emergency Family Housing - Short-term housing, immediate shelter provided to individuals or families who are experiencing a crisis or urgent need for a place to stay.

Individuals with Developmental Disabilities - Specialized living arrangements designed to help individuals with developmental disabilities, individuals with mental illness, or intellectual disability transition from institutional settings or other environments into more independent, community-based living situations.

Shelter for At-Risk Children - Shelter for children at risk generally refers to short-term housing or care provided to children who are in immediate danger or facing circumstances that put their safety, well-being, or development at risk.

Shelter for Domestic Abuse Victims - Shelter for domestic abuse victims refers to short-term, safe housing provided to individuals who are escaping situations of domestic violence or abuse.

Veterans' Housing - Living arrangements designed to provide veterans with a safe, stable environment while they transition from military service to civilian life or while they wait for more permanent housing solutions.

175-12.1 USES PERMITTED BY SPECIAL PERMIT (R-1)

- A. The following uses are permitted within the R-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 R-1 District:

RESIDENTIAL:

Designated Special Circumstance Housing

COMMERCIAL:

Bed and Breakfasts, as set forth in Section 175-107.2.

Day care, and day-care facilities as set forth in the Town Code Section 175-107.1.

INDUSTRIAL:

ORGANIZATIONAL:

Community Centers.

Fire and Rescue Squads and Police Stations.

MISCELLANEOUS:

Any use permitted under Section 175-12, or specifically listed above under this subsection, that proposes to occupy a building or structure that exceeds the height requirements of Section 175-17, subject to the requirements of Section 175-136. Additional heights approved by a special use permit shall be required to increase the required setback and yard area requirements by an equivalent distance from each property line.

Such other uses as determined similar to one (1) or more enumerated uses by the Zoning Administrator.

(Ord. of 7-28-08; Ord. of 6-22-15)

175-20.1 USES PERMITTED BY SPECIAL PERMIT (R-2)

The following uses are permitted within the R-2 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 R-2 District:

RESIDENTIAL:

Designated Special Circumstance Housing

COMMERCIAL:

Bed and Breakfast Uses set forth in Town Code Section 175-107.2.

Day care, and day-care facilities as set forth in the Town Code Section 175-107.1.

Nursing homes, as set forth in Section 175-107.

INDUSTRIAL:

ORGANIZATIONAL:

Fire and Rescue Squad and Police Stations.

Public Libraries.

Community Center (public).

MISCELLANEOUS:

Any use permitted under Section 175-20, or specifically listed above under this subsection, that proposes to occupy a building or structure that exceeds the height requirements of Section 175-26, subject to the requirements of Section 175-136. Additional heights approved by a special use permit shall be required to increase the required setback and yard area requirements by an equivalent distance from each property line.

Such other uses as determined similar to one (1) or more enumerated uses by the Zoning Administrator.

(Ord. of 7-28-08; Ord. of 6-22-15)

175-30 USES PERMITTED BY SPECIAL PERMIT (R-3)

The following uses are permitted within the R-3 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 R-3 District:

RESIDENTIAL:

Apartments as set forth in Section 175-113.

Townhouses on sites over one (1) acre, as set forth in Section 175-112.

Designated Special Circumstance Housing

COMMERCIAL:

Bed and Breakfast Uses set forth in Town Code Section 175-107.2.

Community Centers (public).

Conversion of a structure originally designed and intended for occupancy as a single-family dwelling into a structure with more than one (1) dwelling.

Day care, and day-care facilities as set forth in the Town Code Section 175-107.1.

Nursing homes, as set forth in Section 175-107.

INDUSTRIAL:

ORGANIZATIONAL:

Art galleries and museums.

Fire and Rescue Squad and Police Stations.

Public Libraries.

Community Center (public).

MISCELLANEOUS:

Any use permitted under Section 175-29, or specifically listed above under this subsection, that proposes to occupy a building or structure that exceeds the height requirements of Section 175-36, subject to the requirements of Section 175-136. Additional heights approved by a special use permit shall be required to increase the required setback and yard area requirements by an equivalent distance from each property line.

Cemetery, subject to the provisions in Section 175-107.4.

Lodging houses, rooming houses and boarding houses.

Such other uses as determined similar to one (1) or more enumerated uses by the Zoning Administrator.

(Ord. of 7-28-08; Ord. of 7-23-12; Ord. of 6-22-15; Ord. of 5-1-23)

175-117 Performance Standards for Designated Special Circumstance Housing

The following provisions shall apply to Designate Special Circumstance Housing (DSCH):

- A. All DSCH, with the exception of individuals with developmental disabilities in any residential zoning district, shall have no more than eight (8) individuals along with one (1) or more staff member(s). Congregate Living with one or more staff members may be approved in R-2 and R-3 residential areas via SUP on a case-by-case basis as state and local laws and regulations allow. Case-by-case evaluation includes type/size of home, acceptable number of residents, location, zoning district and other mitigating factors considered in the SUP application.
- B. All DSCH facilities shall be licensed by the appropriate state agency(s). The Virginia Department of Social Services (VDSS) oversees the licensing of shelters that provide services to adults and families, including domestic violence shelters.
- C. DSCH operations in residential districts shall be restricted to structures that are permitted by right in the respective residential district in question, or any facilities which are currently in existence as a nonconforming use.

- D. Any newly constructed DSCH facilities shall comply with all of the standards that exists in the residential zoning district where the structure will be located.
- E. All DSCH in residential zoning districts shall be required to submit a management plan addressing staffing, resident services, security, and community engagement. This shall include:
1. A plat of the parcel and all buildings and structures thereon, both permanent and temporary.
 2. Access control points and any fencing and screening for the parcel and all buildings and structures.
 3. The use and occupancy of each room or space inside a building or structure, including accommodations for sleeping, accommodations for sanitary health and hygiene (e.g. sinks, toilets, latrines, showers, or washing stations); and accommodations for food preparation.
 4. The size of emergency ingress points, egress points, and evacuation routes.
 5. Smoke alarms, carbon monoxide alarms, and fire extinguishers.
 6. An operations information statement that shall include, at minimum, the following:
 - a. The name of the operating entity, its articles of incorporation or similar organizational document and its bylaws, if any, and a statement of the operating entity's experience providing emergency housing, transitional housing, permanent supportive housing, or social service delivery.
 - b. Anticipated dates, days, and hours of operation.
 - c. Maximum intended number of overnight occupants, which shall at all times be in compliance with all applicable provisions of building, fire, health, and zoning codes.
 - d. List of requirements for admission of occupants.
 - e. Description of each staff position, qualifications necessary for each position, and a statement of the anticipated number of staff serving in such positions.
 - f. Statement of intention, or not, to provide occupants meals, minor medical care, job counseling, and services to help occupants transition to more permanent housing, and if so, whether provision of each will be on or offsite.
 - g. Pet care plan as required.

After SUP approval, any changes to the management plan must be submitted to Front Royal Planning and Zoning for impact assessment.

- F. The SUP applicant must submit a plat of the property showing the existing conditions and location of the proposed parking and any anticipated parking waivers.
- G. DSCH use of the property shall not change the general exterior appearance of the dwelling unit or change the character of the neighborhood.
- H. In assessing the request for a special use permit to operate in residential zoning districts, the Council shall consider and may require the availability of safe on-site drop-off and pickup areas, outdoor play areas, fenced play areas, and pet accommodations. The Council shall also consider the nature and suitability of the proposed facility, the size, location and characteristics of the grounds or yard, the safety of the occupants at the facility, parking, the effects on nearby property and residents, and such other factors which the Council deems pertinent in assessing the suitability of any proposed DSCH operation in a residential zoning district.



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: October 6, 2025

Item# 06

Agenda Item: Liaison Committee Meeting Items for October 16, 2025

Summary: Council is requested to suggest items to be added to the Liaison Committee Meeting Agenda scheduled for October 16th in the Warren County Government Center at 6:00pm. The July 7th meeting was cancelled. The April 17th meeting minutes and July 7th Agenda are attached. Council is also requested to appoint someone to attend the meeting with the Mayor. The following items were discussed in previously held work sessions to be added:

Budget/Funding: None

Staff Recommendation: Council discusses items for inclusion on the Liaison Committee Meeting Agenda and selects a representative to attend with the Mayor



AGENDA TOWN/COUNTY LIAISON COMMITTEE MEETING

Town Hall Upstairs Conference Room
102 E. Main Street

Thursday, July 17, 2025 at 6:00 PM



1. Call to Order – Mayor Lori A. Cockrell

* April 17, 2025 Minutes Attached

2. Joint Transportation/Infrastructure Subcommittee Update – Town

Representative to give an update

3. Former Avtex Property – Town [ATTACHMENTS]

During April 17, 2025, the Avtex property was a discussion item, specifically regarding the 1999 MOU between the Town, County, and FR-WC EDA. Representatives from the Town sought guidance on how to proceed with Town interest in items 3 and 4 in the MOU as follows:

#3: Parcel 1 of approximately 25.75 acres, and Parcel E of approximately 8.0 acres will be reserved for future recreational, local government, or institutional use and deed to the County or the Town as those parties may from time to time mutually agree. *

#4: Parcel 2A, of 10 acres, will be reserved for future commercial, or local government used and deed as the County and the Town shall mutually agree. **

After discussion, it was determined that the Town should speak directly with the EDA regarding their interest in the parcels. The Town's legal staff sent our interest in the parcels following the liaison meeting. At the June 27, 2025, FR-WC EDA Board Meeting the board of directors expressed interest in leasing the remaining portion of Parcel 2A. Given the agreement action stated in #4, is there mutual agreement of the use and are there any specific conditions?

* #3 is in reference to the current Soccerplex property owned and managed by the County. In 2013 an additional 3.596 acres was incorporated in the Soccerplex parcel, leaving a remaining 4.404 acres.

** 4 is in reference to the 10 acres on Kendrick Lane. The Town purchased 5.2399 acres in 2014 for the new Front Royal Police Department and paid \$36,680. The remaining 4.5486 acres is the former employee parking lot which was also used for LRCC CDL training.

4. Tourism – Town

Since 1993, the Town of Front Royal has funded and managed the Front Royal – Warren County Visitor's Center on Main Street and has always promoted our community's tourism assets within the Town & County. In 2017 the County adopted the increased Transient Occupancy Tax (TOT) to assist in funding tourism activities and outreach. Then the Town & County created a joint tourism advisory committee to assist with supporting tourism programming and marketing. This committee helped with enhancing the community wayfinding, Shenandoah Spirits Trail, Civil War Trails, and regional partnerships. Later in 2020, there was a joint effort to determine the future of tourism in Front Royal – Warren County. After meeting with the committee, it was decided to move forward with the option to execute an RFP to contract out the operations with both the Town & County financially contributing to the effort. The contract was later awarded to JLL, then in early 2023, the Town of Front Royal withdrew its interest in the contract. Shortly after, the County provided written notice to the Town with their intention to operate a County Tourism Department. Beginning July 1, 2023, the Town and County have been funding their own Tourism Departments and Activities. Now with two separate departments, there are now two websites, two social media pages, two budgets, and still only one Visitor's Center. In the presentations for tourism in 2020 there was an "In-House" option in which the Town or County would manage the Tourism activities with both localities financially contributing to the effort. The collaborative initiative would meet regularly with an advisory committee made up of community stakeholders from tourism related businesses or organizations. Currently, the

Town has a director managing tourism efforts and the Visitor's Center operations which is fully funded by the Town of Front Royal. This includes promoting tourism in both the Town & County areas, as we understand visitors do not recognize our jurisdictional boundaries. This work has led to a robust social media following, attracting new visits to the Visitor's Center, and strengthening new and existing tourism partnerships. The current Town Tourism Director and staff continue to build upon the growth and awareness from the original collaboration from the Town & County which started in 2017. And with a renewed effort to work together our community can benefit from a greater emphasis on tourism by collaborating on planning and finances. Is there interest by the Town & County to identify ways to collaborate once again on a joint tourism program to promote our community as a destination?

5. McKay Springs – Town [ATTACHMENTS]

Since 2004, the Town of Front Royal and the County of Warren have been partners in the McKay Springs property, which is supported by a December 21, 2004, Memorandum of Understanding then later updated in 2011. The goal of this partnership was to make roadway improvements with VDOT and to market and sell the economically viable properties. Additionally, the Town & County wanted to retain the rights to potentially utilize the McKay Spring as a potable water source if the need ever arises and designate a perpetual preservation easement surrounding the former Robert McKay Jr. home site. This property has been the subject of previous liaison meetings, of which ownership, boundary adjustments, and prospective development have been discussed. However, nothing has been done with the property and it still remains vacant which is counter to #7 in the MOU stating, *"The County and Town will jointly market the resulting jointly owned land for sale and development to commercial developers and incorporate the remaining elements of the former Robert McKay, Jr. house into the eventual development of the site, to respect and recognize the historic value and significance of the remains of the house..."* In June 2025, the County authorized the establishment of a Homesteaders Market to operate on the County-owned parcel. The Town is seeking an update on the progress of the operation, and its impact on the commercial viability or jointly owned parcels.

6. Taxes – Town

This topic has been the subject of previous liaison meetings regarding the delay in receiving tax information which results in moving the deadline for receiving payment. The localities need time once the tax books are received to import data, process information, proof the mailings, then coordinate the actual mailing of tax bills. Following the discussions from previous meetings, in March 2024, the Town proactively amended the Code to move the tax payment due date to June 20, the County's remains on June 5 with penalties and interest having been extended multiple times over the last several years. On March 27, 2025, the Commissioner of the Revenue provided the Town with real estate values to assist with budget preparation and equalization of the tax rate due to the reassessment. The Town set their tax rate on April 28, and the County set their tax rate on April 1, 2025. On May 12, 2025, the Town received the real estate tax books from the Commissioner of the Revenue with a decrease in value, resulting in a decrease in revenue of approximately \$472,000 for the Town. The Town is requesting a joint meeting with members from the Town Council & County Board of Supervisors, the Treasurer, the Commissioner of the Revenue, and any recommended staff to refine the process of receiving the tax books that would allow enough time to appropriately budget and send notice out to taxpayers. This can be a separate meeting or at the October Liaison meeting.

7. Town of Front Royal Farm Property – Town [ATTACHMENTS]

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 contracts hay cutting services on the property. 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.

At the June 9, 2025, Work Session, Town Council recommended reviewing the following two options further.

- Preferred Option 1: 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 residents 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 per County resident drop off and deducted from the monthly payment for tipping fees.

- Preferred Option 2: 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.

8. Fiscal Impact Model Update – Town

During the Liaison Meeting on January 30, 2025, there was a discussion regarding the model used for proffers associated with rezoning applications. It was determined at the meeting that a new analysis needs to be completed, the estimate is around \$100,000. Upon further discussion no additional Town services were needed for the updated scope of services. Are there any updates regarding the Fiscal Impact Model?

9. Water Conservation Enforcement During Drought Conditions – Out of Town Users – Town [ATTACHMENT]

The Town implements water conservations efforts during drought conditions. In 2023 and 2024, the Town implemented Code 134-81 to conserve water. Currently, the code only applies to users within the Town of Front Royal boundaries and not out of town users, primarily in the RT340/522 Corridor. The Town is interested in working with the County to implement a plan that will provide an enforcement mechanism where all users of public water will be required to adhere to conservation efforts during drought conditions.

Next Meeting – **Thursday, October 16, 2025 at 6:00 PM in the Government Center**

Adjournment



**AGENDA TOWN/COUNTY LIAISON
COMMITTEE MEETING – Minutes**
Board Room – Warren County Government Center, 220
North Commerce Avenue
Thursday, April 17, 2025, at 6:00 PM



Present from the Town: Lori A. Cockrell, Mayor; Amber F. Veitenthal, Vice Mayor; Joe Petty, Town Manager

Present from the County: Jerome K. Butler, Chair-Supervisor (Happy Creek District); John W. Stanmeyer, Supervisor (Shenandoah District); Dr. Edwin Daley, County Administrator

Others Present: Zach Henderson, Deputy Clerk; David Beahm, Building Official; and Members of the audience including but not limited to councilmembers, supervisors, and Town/County staff.

Call to Order – Board of Supervisors – Chair, Jerome Butler

Mr. Cullers called the meeting to order at 6:00 PM

Joint Towing Bord Request – Town

Mayor Cockrell stated that this item will be removed from the agenda because the Tow Board was unable to have a representative attend this meeting. They have been notified of the July meeting and will revisit this item then.

Septic Haul Rate – Town

Mayor Cockrell notified the County that there will be a rate increase based on a recent study conducted for the Town. Dr. Daley stated that this is paid by the haulers and that the County just collects it and then pays on to the Town. The rate will go from 50 to 55 and will go up 2.25% a year for the next five years.

MOU Regarding Building Code Enforcement Discussion – Town

Mayor Cockrell stated that the actual MOU is obsolete because it refers to state codes that were eliminated before the MOU was written and suggested that there needs to be two MOU's instead of one. The first pertaining to the Building Department, and the other pertaining to erosion and sediment, since there are two different regulations from the state.

Mr. Butler suggested speaking with staff and having them take a look at what changes to the agreement they can and want to make. Ms. Veitenthal clarified, in correlation to recordation and charges to the town from the County for information, that those specific issues will not be addressed in any changes to the MOU and that this will be more of an understanding between the town and county.

Criser Road Boundary Line Adjustment Request/Discussion – Town

Mayor Cockrell stated that East and West Criser Roads need a boundary line adjustment to bring the entirety of town-maintained rights of way into the town limits, emphasizing that the town has been taking care of them for some time and to make official what should have been in the first place.

Mr. Butler asked if what the town wants to do is include all of Criser Road and to include the sidewalks. Ms. Veitenthal added that the sidewalks became a part of the discussion as a result of the County submitting an out-of-town water request. There was a church that has purchased a parcel off of Criser Road and based on the way the antiquated property lines adjust, the parcel was in the County but needed town infrastructure services for water and sewer. As a result, the County submitted a request to the town for out-of-town water which would proffer sidewalks for that area.

MOU Regarding Avtex Property Discussion – Town

Mayor Cockrell asked if the County was aware of an MOU from 1999 that discussed the properties and how they would be conveyed. Approximately 30 acres have already been conveyed to the County for the Soccer-Plex and 5 acres have been conveyed to the town where the Front Royal police department is located. There are potentially two small parcels of the overall 117 acres that the town would like to be considered for conveyance as well.

Mr. Stanmeyer stated that he would like to see a map of the area and questioned the minimum acreage in the MOU, emphasizing a page that specifies 8 acres and overall would like a greater understanding of the property and the MOU.

Law Enforcement Practice Shooting Range – Town

Mayor Cockrell asked if the County has hired any kind of consultant for the shooting range, emphasizing recent discussions on the possibility of a joint indoor range.

Dr. Daley stated that the County has not hired a consultant. In the past, the County submitted a request to the state, asking for support in the state budget to have a regional facility that would be multi-jurisdictional, but did not receive a favorable response. Therefore, the County has not initiated anything on their own at this time.

Ms. Veitenthal asked if the County has budgeted, or if they are planning to budget, any funds for a shooting range consultant. Dr. Daley stated that there are no budgeted funds planned at this time.

The meeting adjourned at 6:25 PM – the next meeting will be Thursday, July 17, 2025 at 6:00 PM in the Council Chambers at Town Hall

AVTEX ATTACHMENTS

WARREN COUNTY, VIRGINIA
LAST RECORDED

000102 JUL 16 2013

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

Document prepared by:
Blair D. Mitchell
County Attorney
220 N. Commerce Avenue, Suite 100
Front Royal VA 22630

Return to:
Blair D. Mitchell
County Attorney
220 N. Commerce Avenue, Suite 100
Front Royal VA 22630

Tax Map No. 20A1-3-7 (Part)

Consideration: \$32,364.00

Grantee's Address:
220 N. Commerce Avenue, Suite 100
Front Royal VA 22630

DEED OF BARGAIN AND SALE

THIS DEED OF BARGAIN AND SALE made this 9th day of July, 2013, by and between **INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, (**GRANTOR**), and the **COUNTY OF WARREN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (**GRANTEE**).

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid by Grantee to the Grantor, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby bargain, sell, grant and convey, with SPECIAL WARRANTY and ENGLISH COVENANTS OF TITLE unto the Grantee, all that certain lot or parcel of land more particularly described as follows, to wit:

ALL THAT certain lot or parcel of land, lying and being situate in the Fork River Magisterial District of Warren County, Virginia, being described as "South Parcel 3.596 AC." As shown on that certain plat entitled "Plat Showing Proposed 8 Acre Parcel on the Land of Avtex Superfund Site, Warren County, Virginia", prepared by Marsh & Legge Land Surveyors, P.L.C., dated May 12, 2004, a copy of which is

WARREN COUNTY, VIRGINIA
JAN 27 2013

unrecorded; and being more particularly described as that 3.5964⁶³ acre parcel that is to become an integral part of the total of a 32.1438 acre parcel shown on the plat entitled "Boundary Line Adjustment Plat of the Lands of County of Warren, Virginia and Industrial Development Authority of the Town of Front Royal and the County of Warren, Fork & North River Magisterial Districts, Town of Front Royal, Warren County, Virginia", prepared by S. W. Marsh, L.S., dated March 21, 2013, a copy of which is recorded in the Clerk's Office of the Circuit Court of Warren County, Virginia, following immediately hereafter.

AND BEING a part of the same real estate conveyed to Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia from Anthony H. Murray, Jr., Inc., Trustee in the Bankruptcy Estate of Avtex Fibers Front Royal, Inc., and the Estate of Avtex Fibers, Inc., collectively being the Grantor, by Trustee's Deed dated March 27, 2000 and recorded in the aforesaid Clerk's Office as Instrument No. 000001681.

NOTICE: THE INTEREST TO BE CONVEYED HEREBY IS SUBJECT TO A CONSERVATION AND ENVIRONMENTAL PROTECTION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS DATED NOVEMBER 22, 1999, (SIGNED IN COUNTERPARTS BETWEEN NOVEMBER 9 AND 22, 1999) RECORDED IN THE LAND RECORDS OF THE CLERK OF THE CIRCUIT COURT OF WARREN COUNTY, VIRGINIA, ON DECEMBER 7, 1999, AS INSTRUMENT NUMBER 990008268, IN FAVOR OF AND ENFORCEABLE BY, THE UNITED STATES OF AMERICA, FMC CORPORATION, GENERAL CHEMICAL CORPORATION, THE LORD FAIRFAX SOIL AND WATER CONSERVATION DISTRICT AND THE VALLEY CONSERVATION COUNCIL.

This conveyance is made subject to all duly recorded and enforceable covenants, conditions, restrictions, easements and rights of way.

Witness the following signatures and seals:

INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE TOWN OF FRONT ROYAL AND THE
COUNTY OF WARREN, VIRGINIA

By: Patricia S. Wines
Patricia S. Wines, Chairman

WARREN COUNTY, VIRGINIA
 LAST RETURN
 000104 JUL 16 '12

COMMONWEALTH OF VIRGINIA
 CITY/COUNTY OF Warren, to-wit:

I, Shelley L. Hayes, a Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that Patricia S. Wines, Chairman of the Board of Directors of the Industrial Development Authority of the Town of Front Royal and County of Warren, Virginia, whose name is signed on behalf of the Industrial Development Authority of the Town of Front Royal and County of Warren, Virginia, to the foregoing Deed of Bargain and Sale has this day personally appeared and acknowledged the

Given under my hand this 8 day of July, 2013.

Shelley L. Hayes
 NOTARY PUBLIC

My commission expires 08/31/2015

Notary certificate number 7119031

SHELLEY L. HAYES
 NOTARY PUBLIC 7119031
 COMMONWEALTH OF VIRGINIA
 MY COMMISSION EXPIRES 08-31-2015

The foregoing conveyance is hereby accepted by the County of Warren, Virginia, as evidenced by the signature of the undersigned, who is authorized to accept this conveyance on behalf of the County of Warren, as evidenced by a Resolution adopted by the Board of Supervisors.

WITNESS the following signature:

COUNTY OF WARREN, VIRGINIA

BY: Archie A. Fox
 Archie A. Fox, Chairman
 Board of Supervisors

ATTEST:

Douglas P. Stanley
 Douglas P. Stanley
 Clerk of the Board of Supervisors

WARREN COUNTY, VIRGINIA
0001195 JUL 15 12

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

I, Paula J. Blamer, a Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that Archie A. Fox, Chairman of the Board of Supervisors, and Douglas P. Stanley, Clerk of the Board of Supervisors, whose names are signed on behalf of the County of Warren, Virginia, to the foregoing Deed of Bargain and Sale have each this day personally appeared and acknowledged the same before me in my State and in the County aforesaid.

Given under my hand this 9th day of July, 2013.

Paula J. Blamer
NOTARY PUBLIC

My commission expires 7-31-2015.

Notary certificate number 7109443.

PAULA J. BLAMER
NOTARY PUBLIC 7109443
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 07/31/2015

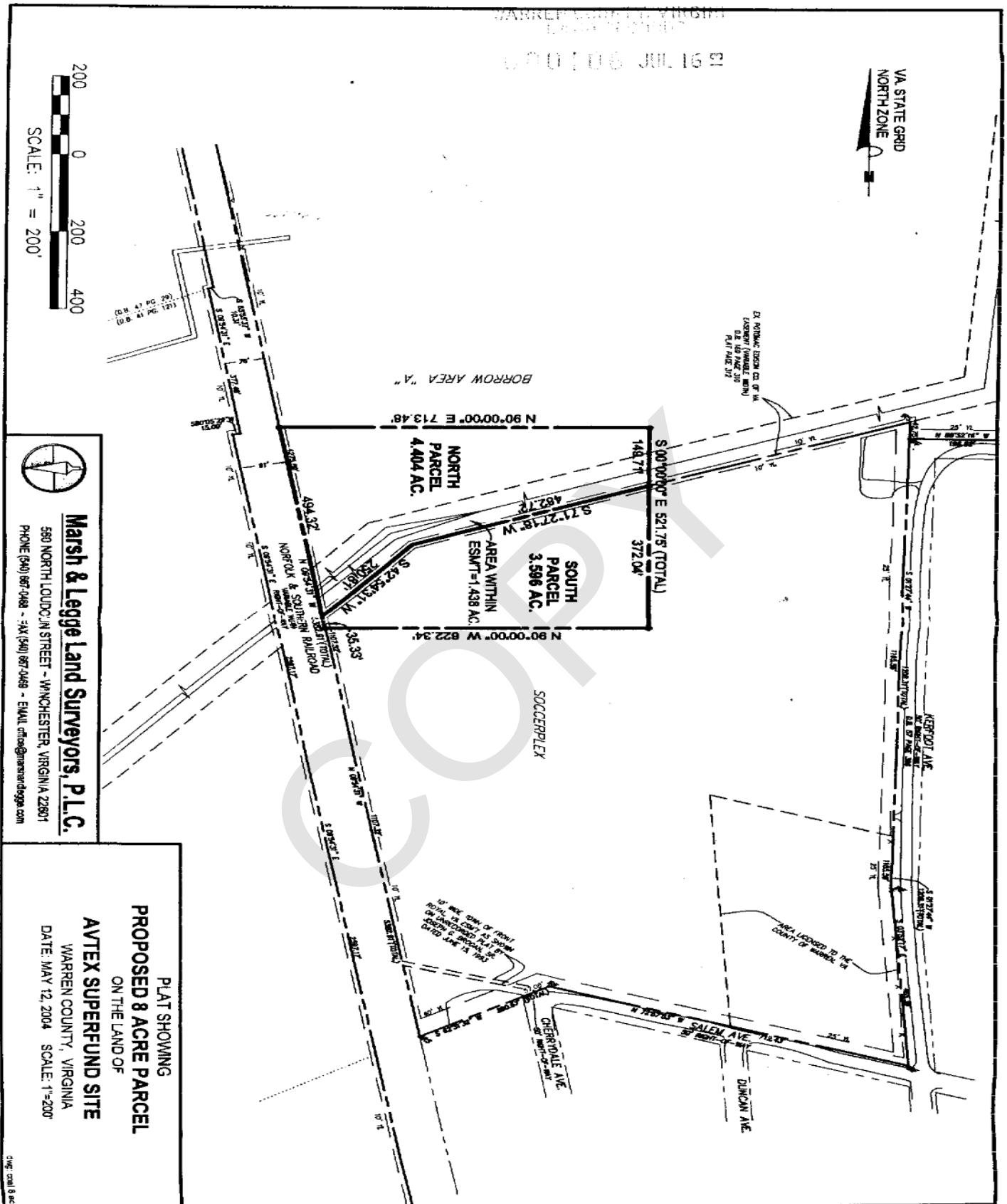
APPROVED AS TO FORM:

Blair D. Mitchell
Blair D. Mitchell, County Attorney

DATE: July 9, 2013

INSTRUMENT #130004736
RECORDED IN THE CLERK'S OFFICE OF
WARREN COUNTY ON
JULY 16, 2013 AT 03:49PM

JENNIFER R. SIMS, CLERK
RECORDED BY: JXS



EDA may allow VFW post to use lot for parking at new headquarters

By Alex Bridges The Northern Virginia Daily
Jul 1, 2025



VFW Post 1860 will get additional parking from the Warren County EDA for its new post on West 11th Street in Front Royal.

Rich Cooley/NVDaily

The Front Royal Veterans of Foreign Wars post commander says the organization is on track to open its new home 10 years after a fire destroyed their longtime headquarters.

The Col. Samuel A. Millar VFW Post 1860 bought property at 654-B W. 11th St. in March, formerly Ben's Family Cuisine, shortly after the Front Royal Town Council granted the organization's request for relief from parking requirements.

The board of directors for the Front Royal-Warren County Economic Development Authority showed support on Friday for leasing space on Kendrick Lane across from the former Avtex Fibers property to the VFW post. The EDA and the post will need to draft a lease agreement before it's finalized.

The organization started considering the West 11th Street property about two years ago and approached the EDA asking if the authority would lease space, post Commander Jeff Cook said by phone on Tuesday. The EDA board members at the time were not interested, Cook recalled. The EDA was considering developing the property. EDA board membership changed and the VFW post decided to try again. Post representatives reached out to EDA board Chairman Robert MacDougall with the request. Cook said MacDougall was receptive to the idea. Cook and the EDA board discussed the request at a meeting before bringing it forward for action on Friday.

"This group here's been fantastic," Cook said. "I mean, this is all kinda moving quickly and I'm very happy about that."

If parties sign off on the lease, the VFW would install a gate in the rear of the property to allow access from the parking area, Cook said.

Cook said he would like to have a grand opening of the VFW headquarters in the next two to three months.

The Environment Protection Agency prohibits certain development on the Avtex property, an EPA superfund site, including the parking area.

A fire destroyed the former VFW post's headquarters at 1850 N. Royal Ave., on July 11, 2015. Fire investigators ruled the incident an arson. In 2019, a judge sentenced former VFW post employee Lesley Deavers to five years in prison for embezzlement and for setting the fire.

The VFW chapter members have spent the 10 years after the fire searching for a new home. Rebuilding on the site was cost-prohibitive, members found. The Front Royal Town Council declined the VFW post's offer on the former Front Royal electrical department building. All the while the post members continued to raise money in the hopes of finding a new place for their headquarters.

The organization was in the process of buying the West 11th Street property earlier this year. However, the town required that the property provide at least 17 parking spaces per the zoning ordinance for it to be used as an assembly hall. The property has nine spaces. In late January, the Town Council approved a request for a special exception to the parking requirements.

– Contact Alex Bridges at abridges@nvdaily.com

THIS MEMORANDUM OF UNDERSTANDING made and dated this 21st day of September, 1999, by and between the *COUNTY OF WARREN, VIRGINIA*, a body politic, hereinafter called the "County"; the *TOWN OF FRONT ROYAL, VIRGINIA*, a body of politic, hereinafter called the "Town"; and *THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN*, d/b/a *The Economic Development Authority*, hereinafter called the "EDA".

WHEREAS, the parties hereto anticipate entering into a real estate sales contract by and between *Avtex Fibers-Front Royal, Inc.; Anthony H. Murray, Jr., as Trustee of Avtex; The Industrial Development Authority of the Town of Front Royal and the County of Warren, d/b/a The Economic Development Authority (EDA); County of Warren, Virginia; Town of Front Royal, Virginia; and United States of America; and FMC Corporation*, hereinafter referred to the "Real Estate Sales Contract", wherein the EDA will acquire all or certain parts of the following described real property (hereinafter the "Property"):

- (a) The former Avtex Fibers, Inc. industrial site, which is an industrial site at 1169 Kendrick Lane, Front Royal, Virginia, with approximately 428.2 acres;
- (b) The Allied Chemical/General Property, which is an industrial site of approximately 77.16 acres on the northern boundary of Avtex site; and
- (c) Approximately 68.5 acres of open space areas located on the west bank of the South Fork of the Shenandoah River (the West Bank Acres); and

WHEREAS, the County and the Town fund significant portions of the EDA's funding needs, all of which is for the betterment, health, safety and welfare of inhabitants of the Count of Warren and the Town of Front Royal; and

WHEREAS, the County and the Town have furnished most of the purchase price for the acquisition of the Property; and

WHEREAS, the parties recognize the necessity and desirability of an agreement regarding the future use and disposition of the Property, including local government and institutional uses, recreational uses, and commercial and industrial uses.

NOW, THEREFORE, WITNESSETH: that for and in consideration of the foregoing and the further consideration of the sum of One Dollar (\$1.00), cash in hand paid by the EDA to the County, and in further consideration of the sum of One Dollar (\$1.00) cash in hand paid by the EDA to the Town, receipt of all of which is hereby acknowledged, the parties hereto agree as follows:

1. That Conceptual Plan titled "Proposed Shenandoah Business Park Conceptual Plan, Economic Development Authority, Front Royal, Warren County, Virginia", prepared by North American Realty Advisory Services, hereinafter the Conceptual Plan, is attached hereto and incorporated by reference herein as Exhibit "A". It is understood and agreed that the boundaries of parcels or lots on said Conceptual Plan, and the acreages therein denoted, are approximations and not the result of accurate surveys.
2. Title to the Property initially will be taken in the name of the EDA.
3. Parcel 1 of approximately 25.75 acres, and Parcel E of approximately 8.0 acres will be reserved for future recreational, local government, or institutional use and deeded to the County or the Town as those parties may from time to time mutually agree.

4. Parcel 2A, of 10 acres, will be reserved for future commercial, or local government use and deeded as the County and the Town shall mutually agree.
5. Within the limits of any applicable restrictive covenants, the Real Estate Sales Contract, and the Town of Front Royal Comprehensive Plan, and the Town's Compliance Plan, the EDA will designate the owner and uses of the remainder of the Property; provided, however, it is understood and agreed that the EDA will designate the owners and the uses of the Property in accordance with the purposes of the industrial development authorities as set forth by the General Assembly of the Commonwealth of Virginia in the Industrial Development and Revenue Bond Act, and in particular Virginia Code Section 15.2-4901, or its successor statute(s), all for the benefit of the inhabitants of the Commonwealth, either through the increase of their commerce or through the promotion of their safety, health, welfare, convenience and prosperity.
6. Any costs incurred or funds expended by the County and/or the Town in putting the Property or such portion thereof in useable, developable, or saleable condition: such expenses to include but not be limited to demolition, cleanup, debris and waste removal, site preparation costs, and costs of infrastructure and improvements (including but not limited to necessary and appropriate street improvements and water and sewer and other utility services) and marketing, advertising, and general administrative expenses directly related to the Property are to be reimbursed to the County and Town, as the case may be, from the proceeds of sales of the Property by the EDA to the extent such funds are not otherwise reimbursed to the County or Town, as the case may be, under Paragraph 5.C. of said Real Estate Sales

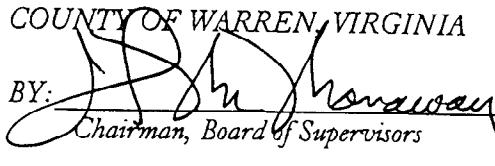
Contract as being the actual, reasonable and ordinary expenses incurred by the County and/or Town in putting the Property on such portion thereof in useable, developable, or saleable conditions as such expenses are defined in Paragraph 5.C. of the Real Estate Sales Contract.

7. Any costs incurred or funds expended by the EDA on portions of the property ultimately used as recreational, institutional, or local government uses at the direction of the County and/or Town, to the extent such costs and funds are actually and reasonably necessary to put such portions of property in a condition suitable for recreational, institutional, or local government uses, such expenses to include but not be limited to demolition, cleanup, debris and waste removal, site preparation costs, costs of infrastructure and improvements (including but not limited to necessary and appropriate street improvements and water and sewer and other utilities services) and marketing, advertising, and general administrative expenses directly related to the property, shall, to the extent not otherwise reimbursed to the EDA under Paragraph 5.C. of said Real Estate Sales Contract, as set forth in Paragraph 6 of this Agreement and in Paragraph 5.C. of said Real Estate Sales Contract, shall be reimbursed to the EDA from the proceeds of the sale of the Property by the EDA.
8. For so long as any portion of the Property is owned by EDA consistent with the statutory purposes and duties established for industrial development authorities under the laws of the Commonwealth of Virginia, and for so long as real properties owned by industrial development authorities are exempt under the laws of the

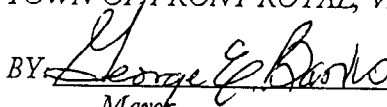
Commonwealth of Virginia, real estate tax liens will not accrue against such
portion or portions of the Property.

WITNESS the following signatures and seals

COUNTY OF WARREN, VIRGINIA

BY: 
Chairman, Board of Supervisors

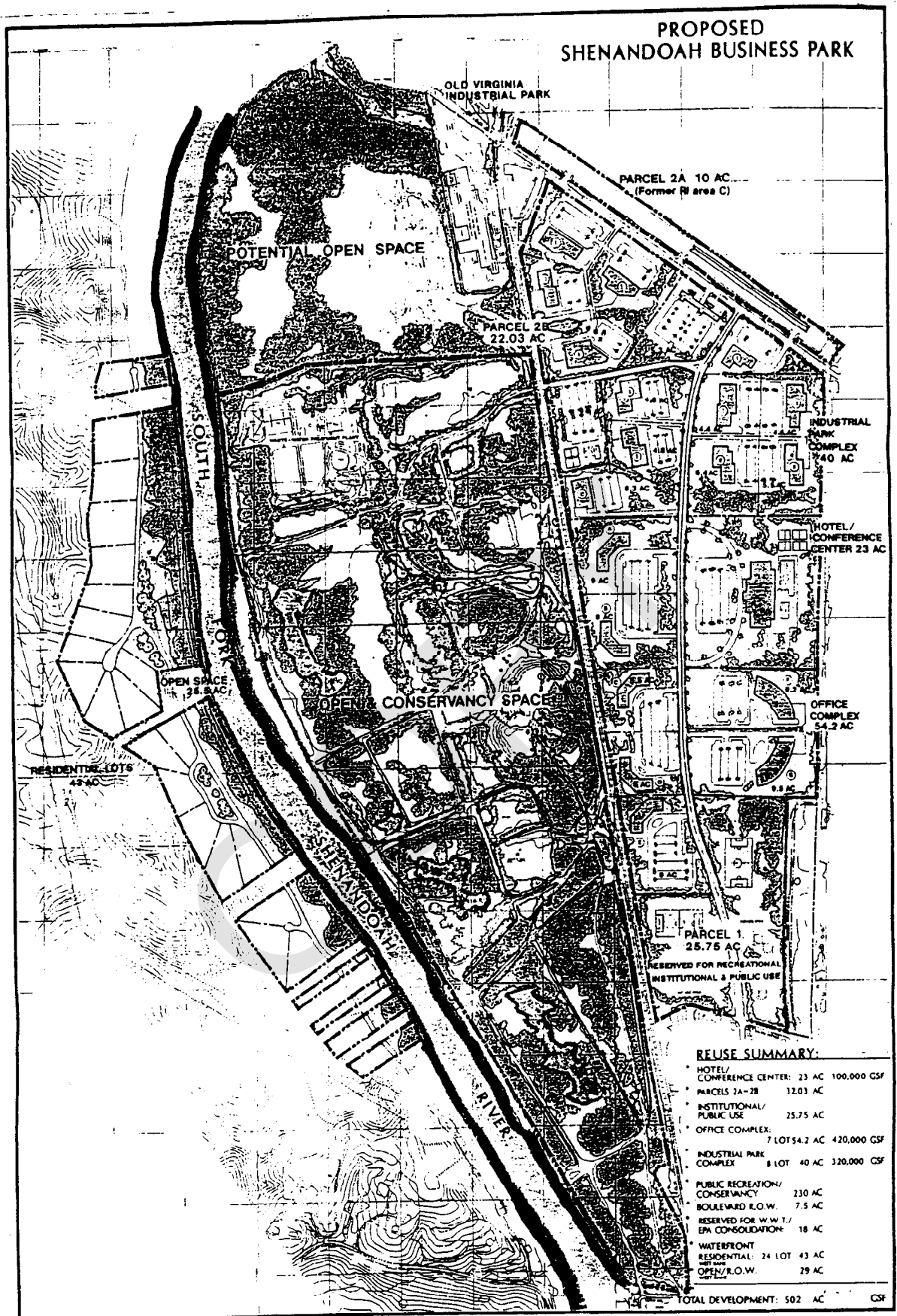
TOWN OF FRONT ROYAL, VIRGINIA

BY: 
Mayor

THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE TOWN OF FRONT ROYAL AND THE
COUNTY OF WARREN, VIRGINIA

BY: 
Executive Director

PROPOSED SHENANDOAH BUSINESS PARK



REUSE SUMMARY:

- HOTEL/CONFERENCE CENTER: 23 AC 100,000 GSF
- PARCELS 2A-2B: 32.03 AC
- INSTITUTIONAL/PUBLIC USE: 25.75 AC
- OFFICE COMPLEX: 7 LOTS 54.2 AC 420,000 GSF
- INDUSTRIAL PARK COMPLEX: 8 LOT 40 AC 320,000 GSF
- PUBLIC RECREATION/CONSERVANCY: 230 AC
- BOULEVARD R.O.W.: 7.5 AC
- RESERVED FOR W.W.T./EPA CONSOLIDATION: 18 AC
- WATERFRONT RESIDENTIAL: 24 LOT 43 AC
- OPEN/R.O.W.: 29 AC

TOTAL DEVELOPMENT: 502 AC GSF

CONCEPTUAL PLAN

Economic Development Authority
Front Royal, Warren County, VA.

North
American

Realty
Advisors
Services

100 Park Avenue
New York, N.Y. 10017
(212) 633-6000

This drawing is not a survey. It is a conceptual plan.
All measurements are approximate and subject to
final verification.



MCKAY ATTACHMENTS

MEMORANDUM OF UNDERSTANDING
MCKAY SPRING PROPERTY

09/26/2011

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 30th day of November, 2011, by and between the COUNTY OF WARREN, VIRGINIA, a political subdivision of the Commonwealth of Virginia (hereinafter "the County") and THE TOWN OF FRONT ROYAL, VIRGINIA, a Virginia municipal corporation (hereinafter "the Town").

WITNESSETH:

On December 21, 2004, the County and Town entered into a Memorandum of Understanding jointly to purchase a parcel of land at Cedarville consisting of 8.155 acres with improvements (the "Property") from Maureen O'Donnell, unmarried, to vacate certain rights-of-way in the vicinity, to convey the County's interest in an adjacent parcel (the "DuPont Parcel") to the Town, to pursue a commercial zoning designation for the property, to convey to the Virginia Department of Transportation ("VDOT") portions of the Town's and County's properties for improvements of the intersection of Reliance Road and U.S. Route 340/522, and to market and sell the parts of the Property, the DuPont Parcel, and the other adjacent lands owned by the Town which are not needed for the Town for the development of the McKay Spring as a source of potable water.

In March 2005, the County and Town jointly purchased the property.

Since March 2005, the County and Town have each conveyed to VDOT the appropriate rights-of-way for the intersection improvements. The Town has identified the portions of the various properties to be appropriately conveyed to the Town for development and use of the McKay Spring as a potable water source, and the various properties have been rezoned by the County to a commercial zoning designation. Further, the parties have agreed that the lands owned by the parties and not needed for the development of the McKay Spring should be consolidated and titled jointly in the County and the Town for purposes of marketing and selling for development, subject to the designation in a perpetual preservation easement of an area of at least 0.50 acres of land surrounding the ruins of the former Robert McKay, Jr. house and outbuildings, as provided for in proffered conditions of the rezoning.

The parties now desire to set forth their remaining agreement concerning the ownership, use, marketing and sale of the various properties, and to supersede the Memorandum of Understanding of December 21, 2004 with the following.

To that end, and for and in consideration of the mutual covenants contained herein, the County and Town agree as follows:

1. The County and the Town will cooperate together to obtain the vacation of existing rights-of-way now platted and present on the Property and on the Town's adjacent lands which are not necessary for the development of the

Property, the DuPont Parcel and the Town's adjacent lands, and which may hinder the development of the McKay Spring and the Town's lands for use as a potable water source.

2. The County and the Town will cooperate with each other to convey to or reserve for the Town an appropriate portion of the Property, as well as an appropriate portion of the County's DuPont Parcel required by the Commonwealth of Virginia for an appropriate buffer (hereinafter "the Buffer") surrounding the McKay Spring to allow its development as a water source and treatment facility to supplement the Town's water supply. The Buffer will be contained within the portion of the Property as shown and described on a plat entitled "Plat Showing Boundary, Consolidation, & Division Survey of Property of the Town of Front Royal, VA., and the County of Warren, VA., North River Magisterial District, Warren County, Virginia", dated 03/10/2010, made by Kirk W. Norton, Land Surveyor, for Racey Engineering.
3. The County will convey or is in the process of conveying to the Town its interest in the remaining portion of the DuPont Parcel (0.649 acres, Tax Map Parcel 12-69) and its one-half interest in a portion of Tax Map Parcel 12-26D, consisting of 2.003 acres, as shown on the aforesaid plat, to be combined with the Town's McKay Spring property to allow its development as a water source and treatment facility to supplement the Town's water supply.
4. In exchange for the County's conveying to the Town the desired portion of the DuPont Parcel for the Buffer and other equitable consideration, the Town will convey to the County from the Town's adjacent lands a one-half interest in the remaining portions of Lots 3, 4, 5, 6, 7, 8, 9, 10 and 11 in Block 11, and Lot 15 shown as Parcel 3 (0.950 acres), and Parcel 15 (2.779 acres) on the aforesaid plat.
5. The County and Town will cooperate to obtain a designation that the McKay Spring and the Town's adjacent lands are appropriate and in compliance with the County's Comprehensive Plan as a public potable water source to be developed in the future.
6. The County and/or Town will identify, plat and designate an area of at least 0.50 acres of land surrounding the ruins of the former Robert McKay, Jr. house and outbuildings and record a perpetual preservation easement, condition and/or restriction to ensure the preservation, restoration and/or interpretation of the site and structures.
7. The County and Town will jointly market the resulting jointly owned land for sale and development to commercial developers and incorporate the remaining elements of the former Robert McKay, Jr. house into the

eventual development of the site, to respect and recognize the historic value and significance of the remains of the house. Proceeds from the sale of the jointly owned land will be shared by the County and Town equally except that from the County's share of the proceeds, the County shall reimburse the Town for the property provided to the County by the Town for the construction of the Parks and Recreation maintenance facility through a credit, therefore, to the Town from the County's share of the sale proceeds prior to disbursement.

8. The terms of this Memorandum of Understanding are contingent upon the County and the Town each formally ratifying the execution of this Memorandum of Understanding at public meetings of the Board of Supervisors and the Town Council, respectively.
9. The County and Town will cooperate to do all other things necessary or appropriate for the ends of this Memorandum of Understanding to be accomplished.
10. This Memorandum of Understanding shall effectively supersede the Memorandum of Understanding between the parties, dated December 21, 2004.

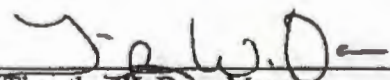
WITNESSETH the following signatures:

For the County of Warren, Virginia


Archie A. Fox, Chairman

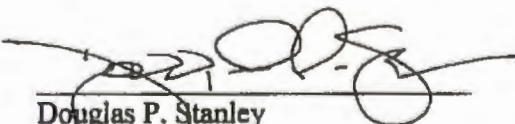
Date: 11-30-2011

For the Town of Front Royal, Virginia


Timothy W. Darr, Mayor

Date: 11-28-2011

Attest:


Douglas P. Stanley
County Administrator

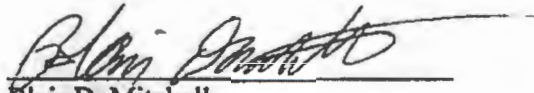
Date: 11/30/11

Attest:

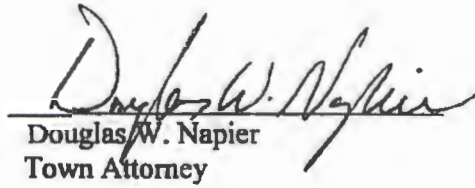

Steven M. Burke
Town Manager

Date: 11/28/11

Approved as to Form:

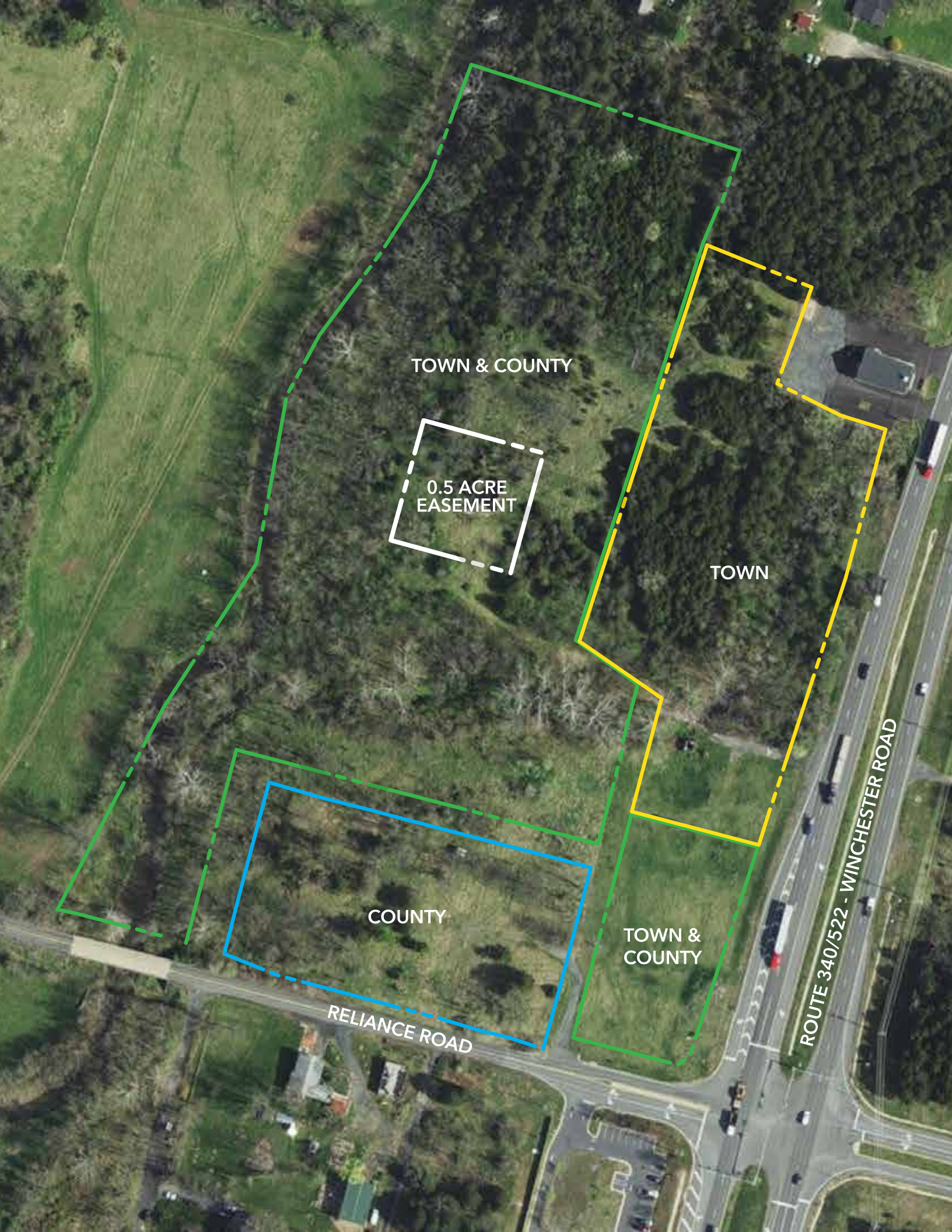
A handwritten signature in cursive script, appearing to read "Blair D. Mitchell", written over a horizontal line.

Blair D. Mitchell
County Attorney

A handwritten signature in cursive script, appearing to read "Douglas W. Napier", written over a horizontal line.

Douglas W. Napier
Town Attorney

COPY



TOWN & COUNTY

0.5 ACRE
EASEMENT

TOWN

COUNTY

TOWN &
COUNTY

RELiance ROAD

ROUTE 340/522 - WINCHESTER ROAD

FARM ATTACHMENTS



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.

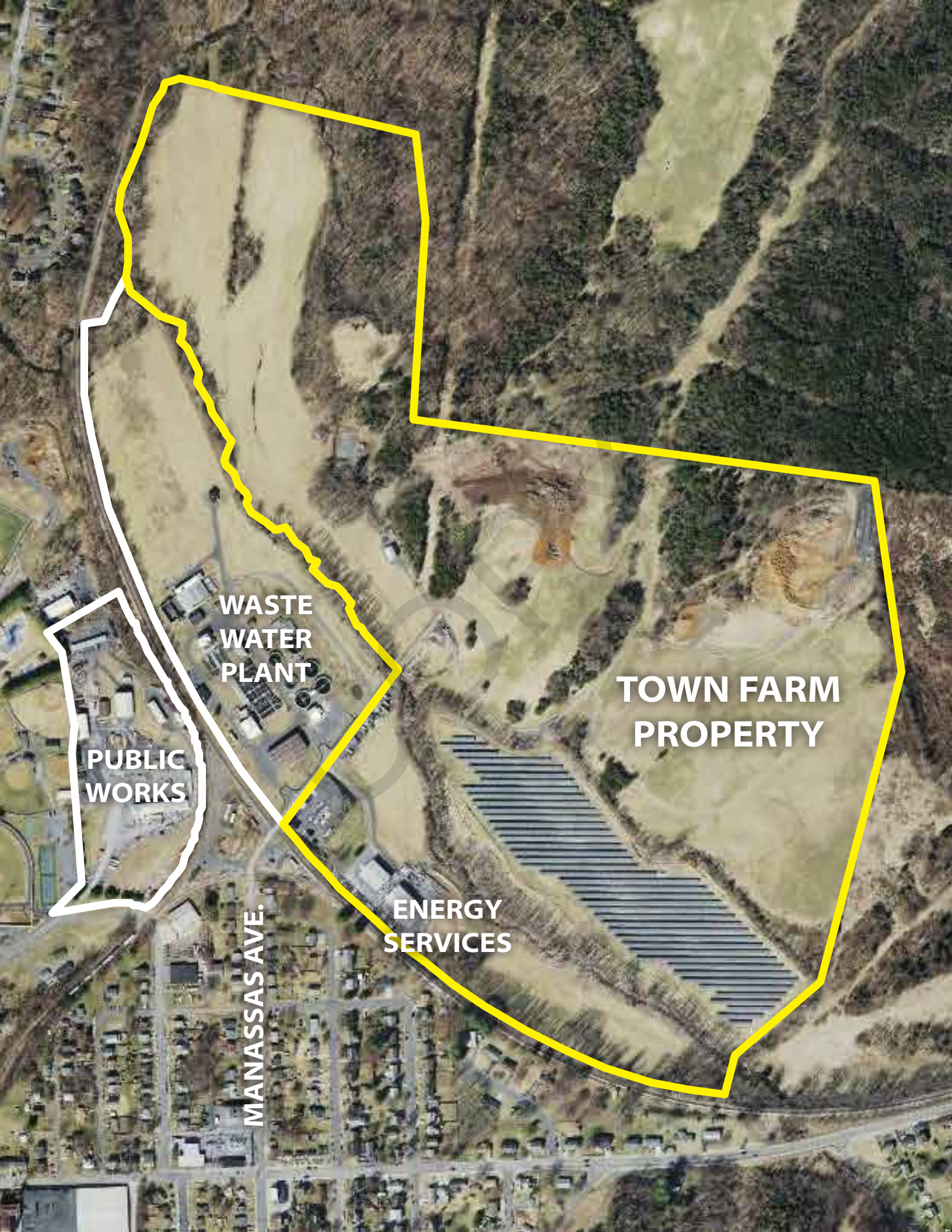
If County residents are not directly charged it is likely that the numbers would remain the same. The past three years averaged 1,998 County residents, at \$15/trip the total tipping fee reduction would be approximately \$29,970.

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.



**WASTE
WATER
PLANT**

**PUBLIC
WORKS**

MANASSAS AVE.

**ENERGY
SERVICES**

**TOWN FARM
PROPERTY**

WATER ATTACHMENT

134-81 - CONSERVATION OF WATER

A. *Definitions; Equations.*

1. *Definitions.* For the purpose of this Article, the following definitions shall apply:

CFS - Cubic Feet per Second.

B. *Voluntary Water Conservation:* Whenever the fourteen-day average stream flow of the South Fork of the Shenandoah River, measured from Point 0163100 (South Fork of the Shenandoah River at Front Royal: latitude 384150; longitude 0781240), drops below four hundred (400) CFS, the Front Royal Town Manager shall declare voluntary water conservation measures to be in effect. The Town Manager, through appropriate means, shall inform the public to voluntarily conserve water. During periods of voluntary water conservation, all users of the Front Royal municipal water system are requested to cease the following:

1. The watering of shrubbery, trees, lawns, grass, plants, or any other vegetation from Town water supplies (except indoor plantings, greenhouse and commercial nursery stocks, and new plantings less than one (1) year old) between the hours of 9:00 a.m. and 4:00 p.m.
2. The outdoor washing of automobiles, trucks, trailers, boats, airplanes, or other types of mobile equipment between the hours of 9:00 a.m. and 4:00 p.m, except from a bucket or other container not exceeding three (3) gallons or at a commercial vehicle wash facility.
3. The washing of private streets, driveways, parking lots, service station grounds, or other paved outdoor surfaces between the hours of 9:00 a.m. and 4:00 p.m.
4. The operation of any ornamental fountain, unless the water is recycled.
5. The filling of swimming and/or wading pools, except that filled pools may be topped off to maintain the appropriate levels for use.
6. Serving drinking water in restaurants, except upon request.

C. *Mandatory Water Conservation:* Whenever the fourteen-day average stream flow of the South Fork of the Shenandoah River, measured from Point 01631000, drops below three hundred forty (340) CFS, the Front Royal Town Manager shall declare an emergency exists and declare mandatory water conservation measures to be in effect and shall implement enforcement thereof. The Town Manager shall notify the Department of Environmental Quality that mandatory conservation measures have been imposed. During periods of mandatory water conservation, all users of Front Royal municipal water system shall be prohibited from the following:

1. The watering of shrubbery, trees, lawns, grass, plants, or any other vegetation from Town water supplies, (except indoor plantings, greenhouse and commercial nursery stocks, and new plantings less than one (1) year old) between the hours of 9:00 a.m. and 4:00 p.m.
2. The outdoor washing of automobiles, trucks, trailers, boats, airplanes, or other types of mobile equipment, except in a commercial vehicle wash facility.

3. The washing of private streets, driveways, parking lots, service station grounds, or other paved outdoor s
4. The operation of any ornamental fountains, unless the water is recycled. Municipal ornamental fountains shall be cleaned and closed within two (2) days of the Mandatory Water Conservation restriction declaration.
5. The filling of swimming and/or wading pools, except that filled pools may be topped off to maintain the appropriate levels for use.

D. *Emergency Water Conservation:* Whenever the fourteen-day average stream flow of the South Fork of the Shenandoah River, measured from Point 01631000, drops below two hundred forty (240) CFS, the Front Royal Town Manager shall declare an emergency exists and declare emergency water conservation to be in effect and shall implement enforcement thereof. During periods of emergency water conservation, all users of the Front Royal municipal water system shall be prohibited from the following:

1. The watering of shrubbery, trees, lawns, grass, plants, or any other vegetation from Town water supplies (except indoor plantings, greenhouse and commercial nursery stocks) at any time through the use of a hose and/or sprinkler system. This time restriction prohibition shall not apply when individuals are watering plantings through the use of recycled household water.
2. The outdoor washing of automobiles, trucks, trailers, boats, airplanes, or other types of mobile equipment except in a commercial vehicle wash facility.
3. The washing of all streets, driveways, parking lots, service station grounds, office buildings, home of apartment exterior or other outdoor surfaces, including windows. Restaurants and other food preparation type businesses shall be allowed to wash their exterior garbage cans/dumpsters three (3) days per week, on Mondays, Thursdays and Saturdays the Town Manager may authorize exterior washings for specific purposes whenever the health or safety of the public may be affected.
4. The operation of all ornamental fountains.
5. The filling of swimming and/or wading pools.
6. All residential and recreational outdoor use shall be prohibited, unless an exception is otherwise granted in this Chapter.
7. All non-essential municipal water use shall be eliminated.

E. *Water Rationing:* Whenever the fourteen-day average stream flow of the South Fork of the Shenandoah River, measured from Point 01631000, drops below two hundred (200) CFS, the Front Royal Town Manager shall declare an emergency exists and declare water rationing to be in effect and shall implement enforcement thereof. During periods of water rationing, users of the Front Royal Municipal Water System shall be prohibited from the following:

1. The watering of shrubbery, trees, lawns, grass, plants, or any other vegetation, except indoor plantings, greenhouse and commercial nursery stocks. This prohibition shall not apply to waterings done through the use of recycled household water.

2. The washing of automobiles, trucks, trailers, boats, airplanes, or other types of mobile equipment. During water rationing, the operators of commercial car wash facilities shall be notified of the imposition of water through service by a law enforcement officer and appropriate radio and television advertisements and notices published in the newspapers of local circulation. The operators shall likewise be notified of the cessation of water rationing.
 3. The hauling of water beyond the Town's municipal limits except to customers with existing twelve-month hauling contracts.
 4. The operation of outdoor water spigots in any municipal park, playground, or recreation facility.
 5. Commercial clothes washing facilities shall be required to reduce water usage by fifty percent (50%) of the average use of the previous twelve (12) months. Users with less than twelve (12) months previous water use shall not exceed fifty percent (50%) of their previous use for all water service shall not be restricted until they have established at least one (1) month's service in a period when water rationing is not in effect. During periods when water rationing, operators of commercial clothes washing facilities shall be notified of the imposition of water rationing through service by a law enforcement officer and appropriate radio and television advertisements and notices published in the newspapers of local circulation. The operators shall likewise be notified of the cessation of water rationing.
- F. *Notification Requirements:* The public shall be notified of the imposition of mandatory water conservation, emergency water conservation, and watering rationing through appropriate radio and television announcements and notices published in newspapers of local circulation. The public shall likewise be notified of the cessation of mandatory conservation, emergency water conservation, and water rationing.
- G. *Lifting of Restrictions:* Mandatory water conservation, emergency water conservation, and water rationing periods shall cease at such time as the fourteen-day average stream flow recovers and rises above the flow rate needed for the imposition of mandatory water conservation, emergency water conservation, or water rationing.
- H. *Violations:* Violation of the mandatory water conservation, emergency water conservation, and water rationing prohibitions set forth in Subsections C, D, and E during periods of water conservation or rationing may be punished by a fine not to exceed one thousand dollars (\$1,000.00). Each day that a violation occurs may be punished as a separate offense.

(Ord. of 7-10-00; Ord. of 10-28-02; Ord. of 9-22-08)



CLOSED MEETING AGENDA STATEMENT

Meeting Date: October 6, 2025

Item# 07

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 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 provision of water and sewer services to industrial users outside of Town limits.

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 _____