TOWN COUNCIL REGULAR WORK SESSION
Monday, December 1, 2025 @ 7:00PM
Town Hall Conference Room

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

1. Roll Call

2. Virtual Presentation by Blue Line Solutions, LLC Regarding the Success of the School Zone Speed Enforcement Program, and Request for a Two (2) Year Extension of the Automated Systems Speed Enforcement Systems Agreement – *George Sonnett*

3. Progress Update from Retail Strategies – *Lizi Lewis*

4. NEW BUSINESS
   A. Purchase/Installation of Variable Frequency Drive for Final Clarifier #2 for Wastewater Treatment Plant– *Campbell*
   B. Solids Dewatering Preliminary Engineering Report & FY26 Budget Transfer – *BJ Wilson*
   C. Ordinance Amendments to Town Code §12-1 Energy Services Fees & Chapter 70 – Electricity – *Carey Saffelle*
   D. Special Use Permit Application Submitted by Fussell Florist for an Artistic Mural at 202 E. 2nd Street – *L Kopishke*
   E. Request for Water and Sewer in Rt. 340/522 Corridor for Industrial Use - 444 Baugh, LLC on Baugh Dr – *Joe Petty*
   F. Amendments to the Town of Front Royal Policy – Vacation of Public Rights-of-Ways – *Joe Petty*
   G. Progress Updates Regarding the Zoning Text Amendments to Town Code Defining Data Centers and to add Data Centers with Performance Standards by Special Use Permit - *Joe Petty*

5. Adjourn

COUNCIL REGULAR WORK SESSION
AGENDA STATEMENT

Meeting Date: December 1, 2025 Item# 02

Agenda Item: Virtual Presentation by Blue Line Solutions, LLC Regarding the Success of the School Zone Speed Enforcement Program, and Request for a Two (2) Year Extension of the Automated Systems Speed Enforcement Systems Agreement

Summary: For the last two years, the Town has contracted with Blue Line Solutions, LLC for the deployment of speed cameras for school zone speed enforcement during drop off and pickup hours in four (4) school zones [Warren County Middle School, Skyline Middle School, A.S. Rhodes Elementary School and Ressie Jeffries Elementary School]. The contract will terminate in March 2026 unless extended by the Town. The contract terms provide for extension of the contract for an additional two (2) year terms at the sole option of the Town.

Budget/Funding: N/A

Staff Recommendation: Council takes desired action

AN AGREEMENT BETWEEN

BLUE LINE SOLUTIONS, LLC.
AND
TOWN OF FRONT ROYAL, VIRGINIA

TRUEBLUE™

SPEED ENFORCEMENT | **SCHOOL ZONE**

AUTOMATED SPEED ENFORCEMENT SYSTEM AGREEMENT

THIS AGREEMENT is made this _24th___ day of ___October______, 2023, by and between ***Blue Line Solutions, LLC*** (herein "BLS"), and the ***Town of Front Royal, Virginia*** (herein "Municipality"), within the Commonwealth of Virginia.

RECITATIONS

WHEREAS, the General Assembly of the Commonwealth of Virginia has authorized localities to enact ordinances to monitor, enforce and penalize violations of school zone and highway construction zone speed limits; and

WHEREAS, BLS has the legal possession and processes referred to collectively as the "Automated Speed Enforcement System" (herein "ASE" or "ASE System") and the "Manned Photo Laser System" (herein "MPL" or "MPL System"); and

WHEREAS, Municipality desires to use the ASE and MPL Systems to monitor excessive speeding infractions and other potential traffic violations, issue traffic notices of violations and evaluate traffic movement and safety, affirms it has no other such equipment or service provider, and has the right, power and authority to execute this Agreement; and

WHEREAS, Municipality relies on its duly-elected or appointed Chief or Sheriff for law enforcement functions, including speed and traffic enforcement, to include school zones and highway construction safety zones; and

WHEREAS, the Municipality has been a party to researching and instituting this additional enforcement and is included as a party to this agreement due to its role as the Municipality agency authorized to enforce this state code and Municipality ordinance;

NOW THEREFORE, the parties agree:

As used in this Agreement, the following words and terms shall apply:

"Agency" means national, federal, state or local law enforcement agency within the municipality charged with its law enforcement functions. This includes, but is not limited to any: Police Office or Department, Sheriff's Office or Department, Department of Public Safety, State Police Department, Highway Patrol, Ranger, etc.

"ASE System" or "APSE System" means Automated, Stationary Photo Speed Enforcement System, described as photographic traffic monitoring devices capable of accurately detecting a traffic infraction and recording such data with images of such vehicle.

Initial of Authorized Signature

"MPL System" means Manned Photo Laser System, described as photographic traffic monitoring equipment capable of accurately detecting a traffic infraction and recording such date with images of such vehicle.

"Municipality" means, any form of self-governing body or jurisdiction, incorporated or unincorporated, charged with the execution of duties for a specific locality as granted by national and/or regional laws within the United States. These include, but are not limited to a: hamlet; village; borough (boro), town, township, city, precinct, district, parish, county, or state.

"Notice of Liability" means a written notification or summons to the registered owner of a motor vehicle that is issued by a competent state or authorized law enforcement agency or by a court of competent jurisdiction relating to a violation that involves the motor vehicle owned by that registered owner as evidenced by the ASE and MPL System.

"Person" or **"Persons"** means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

"Violation" means failure to obey an applicable traffic law or regulation, including, without limitation, operating a motor vehicle in excess of the posted speed limit.

1. BLS AGREES TO PROVIDE:

The scope of work identified in **Exhibit A.**

2. MUNICIPALITY AGREES TO PROVIDE:

The scope of work identified in **Exhibit B.**

3. TERM AND TERMINATION

a. The term of this Agreement shall be for 2 (two) years beginning on the date of the first notice of a liability is issued and payable and may be automatically extended for additional 2 (two) year periods at the sole option of Municipality. Either party may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement at least thirty (30) days prior to the expiration of the current term.

Either party shall have the right to terminate this Agreement by written notice:

i) At any time during the term of this Agreement without cause and with 30-day notice, provided however, (a) if the Municipality terminates the Agreement prior to the expiration of the initial two (2) year term, the Municipality shall pay the applicable costs set forth in **Exhibit C(2)**; and (b) the Municipality shall not terminate this Agreement without cause in the first year of the term;

ii) If applicable law is changed so as to prohibit or substantially interfere with the operation or feasibility of either the ASE or MPL Systems or the parties' obligations under this Agreement;

iii) For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection may occur if the terminating party notifies the other party of its intent to terminate, stating the specific grounds therefore, and the other party fails to cure the default within sixty (60) days after receiving notice.

b. Upon any termination of this Agreement, the parties recognize that BLS and Agency will use best efforts to continue to process any and all pending and legitimate traffic law Violations. Accordingly, the parties shall have the following obligations which continue during the termination process: Municipality shall cease using the ASE and MPL Systems, shall allow BLS to retrieve all equipment to BLS within a reasonable time not to exceed 60 days, and shall not generate further images to be processed. Unless reasonably agreed upon otherwise by both parties, BLS and the Agency shall continue to process all images and Violations that occurred before termination in accordance with this Agreement and BLS shall be entitled to all Fees (as described in **Exhibit C**) specified in the Agreement as if the Agreement were still in effect.

c. Notwithstanding any provision to the contrary this Agreement terminates automatically upon a determination by any Court of jurisdiction, State or Federal, that the ASE and MPL Systems or the underlying infractions are unconstitutional, illegal, or otherwise prohibited. Any legislative act, State or Federal, which prohibits the use of the ASE and MPL Systems or the enforcement of the underlying infractions, shall also automatically terminate this agreement.

d. Notwithstanding any provision to the contrary this Agreement terminates automatically upon a determination by any Court of jurisdiction, State or Federal, that the ASE System or the underlying Infraction are unconstitutional, illegal or otherwise prohibited. Any legislative act, State or Federal, which prohibits the use of the ASE System or the enforcement of the underlying infraction, shall also automatically terminate this agreement.

4. ASSIGNMENT AND EFFECT OF AGREEMENT

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, the Municipality hereby acknowledges that the performance of BLS's equipment and obligations pursuant to this Agreement require a significant investment by BLS, and that, in order to finance such investment, BLS may be required to enter into certain agreements or arrangements with financial institutions or other similar entities. The Municipality hereby agrees that BLS shall have the right to assign or pledge its rights under this Agreement in connection with any financing subject to the Municipality's prior written approval, which approval shall not be unreasonably withheld or delayed. The Municipality further agrees that in the event BLS provides written notice to the Municipality that it intends to assign or pledge its rights pursuant to this Agreement, and in the event that the Municipality fails to provide such approval or fails to object within thirty (30) days after its receipt of such notice from BLS, then BLS shall be free to effect such transaction.

This Agreement shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, administrators, successors and assigns as permitted by law.

5. FEES AND PAYMENT

The Municipality shall pay BLS for all equipment, services and maintenance based on the Service Fee schedule indicated in **Exhibit C**.

BLS shall collect and accumulate all payments to Municipality on a monthly basis and provide proper payment to Municipality on or before the 15th day of the following month. The Municipality shall defer all payments to BLS in order to provide a transparent audit process for all payment collected.

6. AVAILABILITY OF INFORMATION

BLS agrees that all relevant information obtained by BLS through operation of the ASE and MPL Systems shall be made available to the Agency at any time during BLS's normal working hours upon reasonable notice, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of Notices of Liability or the fulfillment of BLS's obligations to Municipality under this Agreement.

7. CONFIDENTIAL INFORMATION

No information provided by BLS to Municipality will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by BLS; however, nothing in this paragraph shall be construed contrary to the terms and provisions of any the "Virginia Freedom of Information Act" or similar laws, insofar as they may be applicable.

8. OWNERSHIP OF SYSTEM

It is understood by the Municipality that the ASE and MPL Systems and all associated hardware and software being provided by BLS is, and shall remain, the sole property of BLS, unless separately procured by Municipality. The ASE and MPL Systems are being provided to Municipality only pursuant to the terms of this Agreement. Municipality agrees that it shall not make any modifications to BLS's equipment, nor disassemble or perform any type or reverse engineering to the ASE and MPL Systems, nor infringe on any property or patent rights, nor cause or allow any other Person to do any of the foregoing. The parties agree that upon termination of this Agreement for any reason, BLS shall remove all easily removable equipment previously provided, except parts and equipment that have been installed, such as concrete footings and pads, poles and posts, and trenched utilities, or as otherwise agreed upon.

Initial of Authorized Signature

9. LEGAL COMPLIANCE

Municipality shall at all times comply with all federal, state, and local laws, ordinances, and regulations. Municipality acknowledges that, based on representations by BLS, it reasonably believes that the ASE and MPL Systems and associated summons procedures comply with federal, state, and local laws and ordinances.

10. INDEMNIFICATION

The Municipality shall at all times comply with all federal, state and local laws, ordinances and regulations. The Municipality acknowledges that they reasonably believe the ASE System and associated citation procedures comply with federal, state, and local laws and ordinances. The Municipality shall comply with the manufacturers procedures and recommendations for operation of the ASE System equipment.

BLS shall indemnify and hold harmless the Municipality against any claims arising from negligence or willful misconduct of BLS, its officers and directors, agents, attorneys, and employees.

11. LIMITED LIABILITY

Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, lost profits or consequential damages, however caused and on any theory of liability arising out of or relating to this Agreement.

12. FORCE MAJEURE

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, unusually severe weather, epidemics, strikes, or governmental authority approval delays or denials. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

13. CORRESPONDENCE BETWEEN PARTIES

All notices required to be given under this Agreement shall be deemed provided upon the date postmarked when mailed by first class mail, or by registered mail, and addressed to the proper party at the address set forth in Section 21 below.

14. DISPUTE RESOLUTION

Both parties desire all disputes arising out of or in connection with this Agreement to be resolved through good-faith negotiations between the parties, and to be followed, if necessary, by professionally assisted mediation within 45 days. Any such mediator must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to attempt to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and remain confidential. Each party will bear its own costs in the mediation and will equally share the fees and expenses of the mediator.

15. ADDITIONAL SERVICES

Additional systems and services provided by BLS may be added to this Agreement by mutual consent of the parties. In the event the Municipality agrees to contract for other services provided by BLS or companies owned by Blue Line Holdings, LLC whether or not associated with the program herein, Municipality authorize BLS to withdraw invoiced amounts on a one-time basis, or monthly basis, whichever is chosen by the Municipality, as payment for products/services, subject to review and approval by the Municipality. Such services may include but are not limited to Automated License Plate Recognition Systems, Surveillance Cameras, Video Management Systems, or other related technologies.

16. VALIDITY AND CONSTRUCTION OF TERMS

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and all remaining provisions of this Agreement shall remain in full force and effect.

17. ENTIRE AGREEMENT

This Agreement replaces any previous agreements and discussions and constitutes the entire agreement between the parties with respect to the subject matters herein. No amendments, modifications, or alterations of the terms herein shall be binding unless the same is in writing and duly executed by the parties.

18. AUDIT RIGHTS

Each party shall have the right to audit the records of the other party pertaining to the Summons issued pursuant to this Agreement solely for the purpose of verifying the accuracy of payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight hours' notice, at mutually convenient times. The cost of any such audit shall be borne by the party requesting the audit. No audit shall violate the privacy rights of any individual.

19. COVENANT OF FURTHER ASSURANCES

All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instruments, and other documents that may be necessary or appropriate to carry out any of the terms, conditions, and provisions hereto or to carry out the intent of this Agreement.

20. NO AGENCY

The relationship between the parties shall be that of independent contractors, and the employees, agents and servants of either party shall in no event be considered to be employees, agents, or servants of the other party. This Agreement shall not create an agency relationship between BLS and Municipality and neither party may incur any debts or liabilities or obligations on behalf of the other party, except as specifically provided herein.

21. NOTICES

Any notices or demand which under the terms of this Agreement or under any law shall be in writing shall be made by personal service, first class mail, or by certified or registered mail to the parties

at the following address:

Notices to Blue Line Solutions:

Mark Hutchinson, CEO
4411 Oakwood Dr.
Chattanooga, TN 37416

Notices to Town of Front Royal:

Joseph Waltz, Town Manager
102 E. Main Street
Front Royal, Virginia 22630

22. COMPLIANCE WITH LAWS

Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, provided it is consistent with the intent of the parties as expressed in this Agreement.

23. PUBLIC INFORMATION & EDUCATION (PI&E)

BLS agrees to work with the Municipality toward implementation of a public information & education program preceding any enforcement. Such efforts will include press releases for TV, radio, newspaper, and internet, social media posts (content), & dissemination of information through the Municipality School System.

24. COOPERATIVE PROCUREMENT AGREEMENT

This agreement follows notice of cooperative procurement advertised by Wythe County, Virginia. Other Virginia local governments (counties, cities, towns) may, at their option, enter into agreement with *Blue Line Solutions, LLC* under the terms of this contract, which may be modified to the unique circumstances of each local government.

COOPERATIVE PROCUREMENT NOTICE: This solicitation is a cooperative procurement. Pursuant to Virginia Code Section §2.2-4304, any resultant contract from this solicitation may be extended to any public agency or body in the Commonwealth of Virginia to permit those public agencies or bodies to purchase at contract prices, in accordance with the terms and conditions and specifications of this solicitation.

25. STATE LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date accepted by the Customer.

Blue Line Solutions, LLC.

By: Jason Friedberg

Town of Front Royal, Virginia

Town Manager

Approved and authorized this 24 day of October, 2023.

Approved as to Form

Town Attorney

Exhibit A

BLS Obligations and Scope of Work

1. BLS at the request of Municipality shall perform an analysis on selected roadways to determine potential Violation rates and assess the most suitable locations for the ASE and MPL System equipment.

2. BLS shall provide the quantities of ASE and MPL System equipment as indicated on **Exhibit D**. From time to time, the parties may agree to add or subtract the number of ASE and MPL Systems to be provided and may modify the location(s) without penalty or additional cost to the Municipality if the parties agree in writing.

3. BLS shall provide an automated, web-based processing program for all valid Notices of Liability including image processing, mailing of the Initial Notice and a Reminder Notice, printing and mailing costs. The program shall be conducted in a timely manner to comply with any applicable statute of limitation for filing Notices of Liability. Subject to the approval and authorization from Agency, each Notice shall be delivered by First Class mail to the registered owner within the agreed or statutory period. Additional Notices or collections notifications may be delivered by First Class, Certified Mail-Return Receipt Requested, or by process servers for additional compensation to BLS as agreed by parties.

4. BLS shall provide reasonably available vehicle registration information necessary to issue Notices of Liability resulting from the ASE and MPL Systems, assuming BLS is authorized to receive such registration data, at no additional cost to the Municipality.

5. BLS shall provide the Agency with an Evidence Package to include a set of images with related documentation for each notice of violation contested.

6. BLS shall provide necessary training for persons designated by the Municipality and the Agency, and provide reasonable public relations resources to Municipality.

7. BLS shall maintain files with regular updates of specific Notices of Liability issued and shall update the status of all accounts based on the disposition information provided by General District Court, indicating payments received, Notices of Liability outstanding, and cases otherwise closed, dismissed or resolved.

8. BLS shall provide to the Agency a monthly report of ASE and MPL Systems results within fifteen days of the end of each calendar month. The report shall include the following information:

a. Total number of Violation events.

b. Total number of actionable Violation events.

c. Total number of Notices of Liability issued.

d. Total number of Notices of Liability paid.

e. Such reports on ongoing operations as are required, or such other reports and documents as are mutually agreed upon between BLS and the Municipality.

BLS shall also provide a copy of the bank statement each month as part of the monthly reporting to Agency.

9. BLS shall provide all routine maintenance of ASE and MPL Systems equipment and timely respond to equipment repairs.

10. BLS will provide services and data for public information & education (PI&E) campaigns beginning thirty (30) days prior to the Thirty-Day warning period addressed in 11, below, and deployment of any school zone and/or construction zone enforcement program. BLS will continue to assist the agency with ongoing PI&E through the life of the program.

11. BLS will provide one (1) Thirty-Day warning period at no charge to municipality as part of this agreement. Additional warning periods, as requested by municipality, will be subject to the fees per **Exhibit C**.

12. BLS will provide data and reporting information as required by Virginia Code § 46.2882.1.B.9. for filing the report to the Department of State Police by January 15 of each year.

13. BLS will at all times comply with the non-disclosure of personal information requirements of §46.2-822.1 (7).

Exhibit B

Municipality Obligations and Scope of Work

1. The Agency shall ensure the programs and their enforcement procedures comply with all applicable law, and/or policies.

2. The Municipality agrees to direct its Agencies and departments to work with BLS with respect to required system and program implementation to the best of their ability and provide reasonable access to Municipality's personnel and facilities in order to permit BLS and the Municipality to fulfill the obligations under this Agreement.

3. The Municipality agrees to use due diligence in working with BLS in securing all necessary permits or other documentation necessary to operate ASE and MPL Systems under its control. Further, if ASE systems are operated in school zones or construction zones, Municipality shall also assist BLS in obtaining any other permits or authorizations from the appropriate school district, Department of Transportation, Municipality or other government agency, as applicable, for operation in such locations. Municipality shall provide any necessary permits at no cost to BLS.

4. The Municipality will make available to BLS their Public Works Department, Electricians, or other staff to determine locations of poles, placement of poles, gaining access to electricity hookup, etc. needed. Municipality will obtain all Municipality, state, and Municipality or special permits needed for placement of poles, electricity or any other service needed for the installation and usage of the ASE System.

5. The Municipality shall issue a letter to BLS showing its authorized use for pole identified for ASE System to be mounted.

6. The Agency shall ensure that each ASE and MPL System shall be in place and operating in areas of speed safety concern, barring unusual downtime for maintenance, weather, act of God or court order.

7. The Municipality shall diligently prosecute each valid Notice of Liability and make a reasonable effort to collect all fines. Further, the Municipality shall automatically transmit an electronic file in an agreed format to BLS with monthly updates of all Notice of Liability disposition information provided by the Municipality indicating payments received or cases otherwise closed, dismissed or resolved for contested violations.

8. The Agency shall cause an authorized officer of the agency to carefully review each potential Violation captured by the ASE and MPL System and shall transmit an electronic signature to each Notice of Liability approved by Municipality.

9. The Municipality hereby acknowledges and agrees that the decision to issue a Notice of Liability shall be the sole, unilateral and exclusive decision of the authorized officer in such officer's sole discretion, and in no event shall BLS have the ability or authorization to make a Notice of Liability decision.

10. The Municipality has available a judge or hearing officer and court facilities to schedule and hear disputed citations.

11. The Municipality shall provide customary fine collection services for all final dispositions for contested violations. The Municipality agrees to reasonably pursue payments of valid Notices of Liability.

12. The Agency shall complete and sign any necessary letters to NLETS authorizing BLS to retrieve vehicle data records for processing.

13. As necessary, Agency shall provide assistance to BLS in obtaining access to vehicle ownership records data, and if requested, provide a letter and support for BLS to use with appropriate licensing bureau agencies indicating that BLS is acting as an authorized agent of Municipality for the purposes of accessing vehicle ownership information on behalf of Municipality.

14. If the Agency operates the ASE systems in school zones, Agency shall supply BLS with appropriate school schedules and times for pre and ongoing programming of cameras and other system equipment for use, as provided by the school system. The Municipality and/or the Agency shall also notify BLS of any unscheduled school closings or disruptions in normal schedule. This includes early dismissals, snow days, school cancellations, etc. BLS shall wait one business day to process any violations received, so as to ensure adequate time is given for any potential such notification. The Agency shall have the ability to turn off the ASE System during unpermitted use periods, and may make a written request for BLS to turn off the ASE System during unpermitted time periods.

15. The Municipality shall promptly reimburse BLS for negligent or intentional damage to the ASE and MPL System caused by Municipality, its employees, or authorized agents.

16. The Municipality shall provide a project manager or other designated individual with authority to execute Municipality's responsibilities under the Agreement.

17. The Municipality shall be responsible for reporting unpaid citations to the Department of Revenue in accordance with statutory requirements, if applicable. BLS will assume this responsibility on written authority provided by the Municipality.

18. The Agency will notify BLS of any changes in the Agency's authorized point of contact personnel for purposes of CJIS access and compliance.

19. The Municipality agrees to operate all ASE systems as per **Exhibit E.**

20. The Municipality agrees to provide and maintain current all information requested on **Attachment A.**

Initial of Authorized Signature JW

Exhibit C

Virginia Service Fees

Virginia Code authorizes collection of a civil penalty up to $100 for speeding violations of 10 miles per-hour or more in school and construction zones. The Municipality agrees to pay BLS a fee of $20.00 per violation event processed which will be subtracted from the Municipality's gross receipts of paid summonses. Fee(s) as itemized below, and as modified by the March 31, 2023 letter addressed to "Chief or Sheriff" (Attachment B), include:

1. Blue Line Solutions, turn-key Automated Speed Enforcement System for all ASE and MPL Systems equipment, including;
    a. Installation, infrastructure including; Communications and wireless integration
    b. Ongoing service and maintenance
    c. All website and Call Center Support.
    d. Citation issuance and mailing; first mailed notice, second reminder mailed notice.
    e. e. Processing Services
        i. BLS shall provide processing services, which will include the following:
            1. Summons processing of speeding violations
            2. Agency summons approval process
            3. Summons Mailing
            4. Returned Mail
            5. Change of Address (COA) lookup
            6. COA Summons Reissue
        ii. Affidavit process as defined in Code of Virginia §46.2-882.1, Section 3
        iii. Affidavit process as defined in Code of Virginia §46.2-882.1, Section 5 "a notice of (i) the summoned person's ability to rebut the presumption that he was the operator of the vehicle at the time of the alleged violation through the filing of an affidavit as provided in subdivision 3".
        iv. Reports as required by §46.2-882., Section 9

Initial of Authorized Signature JW

v. Payment Services for collections of summons payments

1. Call Center Support
2. Mail Center Support
3. Web Payment Support
4. vi. Court Liaison Services

1. Evidential case information on each contested summons
2. Assistance with establishment of court process

2. Costs associated with the ASE System installation, infrastructure, development, and implementation are recovered/amortized equally and monthly by BLS over the initial term of this agreement from net revenue generated and apportioned to BLS under this revenue sharing agreement. In the event the agreement is terminated by the Municipality as allowed by Section 3.a.(i), prior to the end of the initial term of this agreement and, hence, the full recovery/amortization of above stated costs by BLS, the Municipality will be responsible for the balance.

   The parties agree the cost of installation, infrastructure, development, and implementation of the ASE System is *$75,000* per installed ASE System zone(s), and upon early termination under Section 3.a.(i) prior to the end of the initial term of this agreement. Full payment of all such costs will be due within ninety (90) days after the date of early termination.

3. Additional Warning Periods

BLS will provide one (1) Thirty-Day warning period at no charge to Municipality as part of this agreement. The fee for additional warnings shall be $25.00 per processed warning and shall be subtracted from the Municipality's gross receipts of paid summonses.

4. Additional & Special Reporting Requests

Additional requests for special reports or additional information beyond the scope of this agreement may be subject to additional fees.

5. Violation Information Sheet

Optional: BLS will make available a Violation Information Sheet (VIS) for mailing with Violations. The VIS will include general information about the automated speed enforcement program, the varying methods in which it is administered and traffic related statistics to validate the need for the program. The fee for this service will be $2.50 per mailed Violation and shall be subtracted from the Municipality's gross receipts. **[ ] Place X in box if declined.**

Initial of Authorized Signature JW

6. Fees Charged to Violators

A credit card convenience fee of $5.90 to be charged <u>to the violator</u> using a credit card (unless prohibited by state statute) for Violation payment processed manually for phone payments. Such convenience fees shall be collected by BLS during payment of Violation and <u>shall not be shared</u> with Municipality <u>or included</u> in Municipality's share of Revenue.

7. Pricing Alteration

This pricing may be changed by agreement of both parties in the event the General Assembly changes allowable charges by statute.

Exhibit D

Number and Locations of ASE and MPL System Equipment

1. The number of ASE and MPL Systems, as well as the locations for equipment installation will be determined after a careful analysis by the Municipality, the Agency and BLS personnel, considering traffic dynamics, volume, and safety assessments on the Municipality's roadways. Based upon such analysis, BLS and the Municipality have determined the following:

   a. (8) ASE System(s) will be provided: Unit quantity may be changed without contract amendment.

   b. (0) MPL System(s) will be provided: Unit quantity may be changed without contract amendment.

2. Radar Feedback Signs

BLS will provide and install radar speed signs for ASE System to be utilized in school zones, where permitted by law. BLS will provide service/maintenance on the signs throughout the term of this agreement. The signs will be installed at the discretion on BLS, and as per approved site construction plans, generally one (1) per ASE System. Notwithstanding the foregoing, the parties agree that the Municipality shall be responsible for assisting BLS in the placement, service, installation and obtaining any regulatory approval related thereto.

3. Automated License Plate Recognition (ALPR) Cameras

After thirty (30) days of automated speed enforcement operation, BLS may choose to provide Automated License Plate Recognition (ALPR) cameras as the number of ASE Systems under this agreement, at no additional charge to the Municipality, as long as this agreement remains in effect, and provided that Municipality operates each ASE system for the maximum time and at the minimum enforceable speed as allowed by law. Such ALPR cameras must be installed as part of the ASE infrastructure. Additional ALPR systems may be purchased as described in Section 15 of this agreement.

4. Expert Witness

BLS shall provide an expert witness as reasonably necessary to establish judicial notice for contested Violations to establish the accuracy and technical operations of the ASE and MPL Systems.

Exhibit E

Automated Speed Enforcement (ASE) System Operations

1. Operating Times

Municipality agrees that ASE Systems will be operated in designated areas for the maximum time permitted by law.

2. Operating Speeds

Municipality agrees that ASE Systems will be operated in designated areas at the minimum enforceable speed limit permitted by law.

3. School Zone Flasher Schedule

As outlined in Exhibit B-14

Agreed to this date: 10/24/23

Jim Watts | 10/24/23

Authorized Signature (Municipality) | Date

10-03-2023

Signature | Date

Blue Line Solutions, LLC
4411 Oakwood Dr.
Chattanooga, TN 37416

APPROVED AS TO FORM
TOWN ATTORNEY
Date: 10/24/23

Initial of Authorized Signature JW

Attachment A

Blue Line Solutions, LLC
3903 Volunteer Dr., Suite 400
Chattanooga, TN 37416
423.333.0490

AGENCY: ____________
AGENCY CONTACT: ____________
CONTACT NUMBER: ____________
ADDRESS: ____________
____
DATE VERIFIED: ____________
SIGNATURE: ____________

The information requested below is vital for the speed enforcement program. We ask that you fill out the form below to ensure that Blue Line Solutions provides the exact data required for each school zone where there will be enforcement and reporting.
Please contact and visit the schools to ensure school zone times and posted speed limits are correct.

School Name:						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:

School Name:						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:

School Name:						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:

School Name:						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:

TRUEBLUE
SPEED ENFORCEMENT | SCHOOL ZONE

School Zone Speed Study Verification Form - Rev 01122023

Initial of Authorized Signature JW

Attachment B

BLUE LINE SOLUTIONS, LLC

3903 VOLUNTEER DR, SUITE 400 CHATTANOOGA, TN. 37416

March 31, 2023

Dear Chief or Sheriff,

On behalf of Blue Line Solutions, LLC (BLS). I would like to thank you for reviewing our TrueBlue™ automated enforcement program. During discussions with the county/city administration, we understand there were some questions about the processing fee stated in the proposal materials and contract. I would like to take the opportunity to respond to the question.

Question:

If the City, County or Town issues a number of citations, accruing a fee for each processed citation, and payments of those citations are insufficient such that the revenue does not cover the processing fees, will the locality owe the difference?

Answer:

No. If such revenue is not sufficient to pay the fees accrued in each month, they will carry over to the following month. However, if the program is concluded, and the county still has unpaid accrued fees, BLS will **NOT** invoice, nor ask for payment of the non-paid fees.

It is not the goal of BLS to place the locality in a position to pay BLS for any uncollected fee. BLS will NEVER send the city, county, or town an invoice regarding these fees, ever. It is our goal to be a long-term partner with a focus on reducing the number of speeding vehicles traveling through school zones and construction zones throughout the locality.

If you have any questions, please feel free to reach out to me. I can be reached at 423.333.0490 or by email at mark@bluelinesolutions.org

Sincerely,

Mark Hutchinson

Mark Hutchinson
Founder & CEO

Initial of Authorized Signature JW

Regular Work Session Agenda Statement

Item # 03

Meeting Date: December 1, 2025

Agenda Item: Progress Update from Retail Strategies

Summary: Retail Strategies Senior Director Michael Warsaw and Retail Development Coordinator Jimmy Pritchett will provide an end of year update on their activities for economic development in 2025.

Budget/Funding: N/A

Staff Recommendation: Update from Retail Strategies will provide greater insight into the progress of the partnership and inform decisions about the future of the partnership.

COUNCIL REGULAR WORK SESSION
AGENDA STATEMENT

Meeting Date: December 1, 2025 **Item# 04A**

Agenda Item: Purchase/Installation of Variable Frequency Drive for Final Clarifier #2 for Wastewater Treatment Plant

Summary: Purchasing received a request from the Public Works Wastewater Treatment Plant for the purchase and installation of a variable frequency drive for Final Clarifier #2, from Evoqua Water Technologies, in the amount of $133,094.76.

This procurement is being conducted as a Sole Source purchase, in accordance with the Virginia Public Procurement Act guidelines. Evoqua Water Technologies is the sole source supplier for the drive assembly and Heyward Incorporated of Virginia, Inc. is the only representative in our area, authorized to install the drive.

Budget/Funding: Funding to purchase the drive and installation are included in the following line item:

9801-R47001	Wastewater Treatment Plant– Machinery and Equipment	$133,094.76

Staff Recommendation: Staff recommends approving as presented.

evoqua
WATER TECHNOLOGIES

Evoqua Products and Services Proposal

Prepared For:

TOWN OF FRONT ROYAL

MANASAS AVE
FRONT ROYAL, VA 22630

Quote #: 02550914

Transforming Water. Enriching Life.®

EVOQUA
WATER TECHNOLOGIES

Quote Number: 02550914
Account ID: 0001059349
RFQ Number: H108433-05

Proposal For: TOWN OF FRONT ROYAL
Clark Neff
MANASAS AVE
FRONT ROYAL, VA 22630
Phone: 540-692-4723
cneff@frontroyalva.com

Desiree Barton
Evoqua Water Technologies
N19W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188
+12625218257
desiree.barton@xylem.com

Item Pricing Summary

Items

Item	Part No Description	Qty	Net Price	Ext Price
1	**W3T268409** H40A Drive - Conversion from Current NH36 DRIVE ASSY-H40ALT, CW,0.04RPM,EURO INCLUDING SHIMS/HARDWARE FOR THE CONVERSION	1 EA	$67,836.43	$67,836.43
2	Installation of New H40A Drive - Standard Schedule - No Hole / Fire Watch - No Electrical - No Site Specific Safety Requirements - No Concrete Work - All Demo'd Materials Disposed Of On Site	1 EA	$63,058.33	$63,058.33

Currency: USD

Quote Totals

Item(s) Subtotal:	$ 130,894.76
Freight:	$ 2,200.00
Total Net Price:	**$ 133,094.76**

Proposal Notes

Estimated Lead Time 12-20 Weeks ARO.

Please provide tax exempt certificate with purchase order.

Our Manufacturer Rep in your area is:

Quote Number: 02550914
Account ID: 0001059349
RFQ Number: H108433-05

Representative: Steve Childers
Company: Heyward Incorporated of Virginia, Inc.
List Address: 10146 West Broad Street
Glen Allen, VA, 23060
Phone: (804) 543-5971
Email: schilders@heywardincorporated.com

Material Escalation

Due to volatility in steel costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 310.045 for June 2024. If the MMPI exceeds 319.346 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI exceeds 319.346.

Further Evoqua's price does not account for increased costs, delays and inefficiencies associated with current regulations and guidelines concerning COVID-19. Should these, or any additional, restrictions be implemented by any governing body, the CDC, or the customer or user of the Equipment to address COVID-19, Evoqua reserves the right to request a change order to the extent its costs or time for performance are increased by additional restrictions.

Payment Terms and Delivery

PO Terms

Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Shipping Information

- Prepaid and Add: Shipping and Handling Charge

Terms

- This quote is valid until 12/13/25
- Payment terms are N30 - Net 30 days with proper credit, and are subject to the attached Evoqua Water Technologies Terms and Conditions

Taxes, Tariffs and Duties

- The pricing provided in this proposal does not include applicable Sales Tax or GST.
- If your company is exempt from Sales Tax or GST, or eligible for a reduced rate of tax, a tax exemption certificate must be provided no later than with your purchase order.
- If a timely, valid exemption certificate or other documentation is not provided, any applicable Sales Tax or GST will be invoiced and payable.
- New customers may be required to supply a signed credit application to be approved for credit terms.
- NOTE: You may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faqs/. Ask us how to avoid paying fees by migrating to ACH CTX payment type.
- Unless Seller's Documentation specifically provides otherwise, all taxes, levies, duties, tariffs and other governmental charges, and any incremental increases thereto, shall be paid by the Buyer. Seller reserves the right to adjust pricing and schedule of the affected goods to reflect any impact resulting from tariffs. Seller is not obligated to deliver the goods and/or services until an agreement on the new price and/or schedule has been reached.

Purchase Order

- Customer must provide a VALID hard copy Purchase Order reflecting N30 - Net 30 days terms for all services/equipment. If a VALID hard copy Purchase Order cannot be provided, a credit card payment must be received in advance of the order.
- VALID hard copy Purchase Order should be sent to desiree.barton@xylem.com
- If paying by credit card in lieu of Purchase Order, contact your Sales Representative.

  You may also mail to:

  Evoqua Water Technologies
  N19W23993 Ridgeview Pkwy, Suite 200
  Waukesha, WI 53188

  Payment SHOULD NOT be sent to this above address.

Quote Number: 02550914
Account ID: 0001059349
RFQ Number: H108433-05

Evoqua Water Technologies Banking Details

ACH - CTX	**Evoqua's preferred payment method is via ACH - CTX:** JP Morgan Chase Bank Attn: Evoqua Water Technologies, LLC Account #: 603148011 Swift Code: CHASUS33 ACH Routing / ABA: 044000037 Wire Routing / ABA: 021000021 Remittance details should go to: electronicfunds@evoqua.com
PAPER CHECKS VIA POSTAL SERVICE	**Paper checks via Postal Service:** Send to our Lockbox, address is: Evoqua Water Technologies LLC 28563 Network Place Chicago, IL 60673-1285
PAPER CHECKS VIA OVERNIGHT / COURIER	**Paper checks via Overnight / Courier:** JP Morgan Chase Bank Attn: Evoqua Water Technologies Lockbox 28563 131 S Dearborn, 6th Floor Chicago, IL 60603 Remittance details should go to: electronicfunds@evoqua.com

**** If ever instructed to change banking information, contact us immediately at 1-800-466-7873 ****

1. Agreement, Integration and Conflict of Terms. "**Proposal**" means the Seller's quotation, proposal and/or sales form, including any special conditions expressly incorporated by reference, and these terms and conditions. "**Seller**" means the applicable affiliate of Xylem Inc. that is party to the Agreement. "**Buyer**" means the entity that is party to the Agreement with Seller. "**Agreement**" means the definitive agreement, comprised of the Proposal and any other documents expressly included or incorporated by reference will govern the Buyer and Seller relationship. Seller's Proposal is expressly conditioned on Buyer's acceptance of these terms and conditions. Any additional or different terms and conditions contained in Buyer's purchase order or other communication will have no effect on the Agreement unless specifically agreed to in writing by the parties; and Seller hereby objects, and any such proposed modifications will not constitute Seller's acceptance of any such modifications. Seller's commencement of performance or delivery will not be deemed or construed as acceptance of Buyer's additional or different terms and conditions. In the case of any conflict among the foregoing documents, these terms will take precedence with the exception of (i) price and delivery, which will be governed by the order acknowledgment (if any) and invoice; and (ii) the Warranty, which will be governed by Seller's product documentation. This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties and, further, can only be altered, modified or amended with the express written consent of Seller.

2. Proposal, Withdrawal, Expiration. Unless otherwise stated in writing, Proposals are valid for thirty (30) calendar days from the date of issuance, unless otherwise provided therein. Seller reserves the right to cancel or withdraw the Proposal at any time with or without notice or cause prior to acceptance by Buyer to the Proposal terms, or after Buyer' acceptance if Buyer fails to complete any actions required by the Proposal for Seller to proceed. Seller nevertheless reserves its right to accept any contractual documents received from Buyer after this 30-day period.

3. Prices. Prices apply to the specific quantities stated in the Proposal. Prices include handling fees and standard packing according to Seller's specifications for delivery. Buyer will, as an additional charge, pay all costs and taxes for special packing requested by Buyer, including packing for exports. To the extent allowed under law, prices are subject to change without notice. The price for the goods does not include any applicable sales, use, excise, Goods and Services Tax, Value Added Tax, or similar tax, duties, tariffs, or other governmental charges. Buyer will have the responsibility for the payment of all such applicable levies.

4. Payment Terms. Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms should Buyer's credit standing not meet Seller's acceptance. Unless different payment terms are expressly set forth in the applicable Proposal or order acknowledgment or Sales Policy Manual, goods will be invoiced upon shipment. Buyer's payment must be in Seller's local currency, as determined by Seller's office location to which the order has been submitted. Any payment amount made by Buyer via credit card will be subject to a 3.0% charge. Payment in full is due within thirty (30) days from the invoice date ("**Payment Due Date**"), unless otherwise stated in Seller's documentation. Any Buyer-requested delivery delay solely affects delivery date and will not in any way alter the original Payment Due Date. If Buyer fails to make payment when due, Buyer agrees that Seller may apply a service or finance charge of the lesser of (i) one and one-half percent (1.5%) per month (eighteen percent (18%) per annum), or (ii) the highest rate permitted by applicable law, on the unpaid balance of the invoice from and after the invoice due date. Buyer is responsible for all costs and expenses associated with any checks returned due to insufficient funds. All credit sales are subject to prior approval of Seller's credit department. Export shipments will require payment prior to shipment or an appropriate Letter of Credit. If, during the performance of the Agreement, the financial responsibility or condition of Buyer is such that Seller in good faith deems Buyer insecure, Seller may: (a) request financial assurances; (b) suspend performance and will not be obligated to continue performance under the Agreement; (c) stop goods in transit and defer or decline to make delivery of goods, except upon receipt of satisfactory security or cash payments in advance; and/or (d) terminate the order per Article 11. Seller also retains any/all rights to enforce payment defaults to the full price of the work completed and in process. Upon default by Buyer in payment when due, if Buyer fails to immediately and without demand pay to Seller the entire amount in default for any and all shipments made to Buyer, irrespective of the applicable terms and/or contract under which those shipments were as a debt due to Seller, Seller may withhold all subsequent shipments until the full amount in default is settled. Acceptance by Seller of less than full payment will not be a waiver of any of its rights hereunder. Buyer may not assign or transfer this Agreement or any interest in it, or monies payable under it, without the prior written consent of Seller and any assignment made without this consent will be null and void.

5. Title, Delivery, Risk of Loss, Delay. Delivery dates are estimates, and time is not of the essence. Unless otherwise specified by Seller, delivery and transfer of risk of loss for shipments to Buyers that are not Related Party Buyers will be made Ex Works (Incoterms 2020), Seller's plant or Distribution Center. Title will pass when risk of loss transfers. If Seller is required to warehouse or store goods on behalf of Buyer, due to a Buyer delay or request (see Article 23), warehouse and storage fees will be applied and payable upon invoice, as will any required maintenance throughout the delay. Risk of loss for all stored goods will be borne by Buyer from the start of this period. Seller has no obligation to the Buyer to arrange insurance while Buyer's goods are in storage at named place, with all such responsibility and insurance to be borne by Buyer accordingly. Seller will not be responsible to Buyer for any loss, whether direct, indirect, incidental or consequential in nature, or for any loss of profits or revenue, or liquidated damages, arising out of or relating to any failure of the goods to be delivered by the specified delivery date. In the absence of specific instructions, Seller will select the carrier. Buyer will reimburse Seller for the additional cost of its performance resulting from inaccurate or lack of delivery instructions, or by any act or omission on Buyer's part. Any such additional cost may include storage, insurance, protection, re-inspection and delivery expenses. Buyer further agrees that any payment due on delivery will be made on delivery into storage as though goods had been delivered in accordance with the order.

"**Related Party Buyers**" means Buyers, directly or indirectly, owned more than fifty percent (50%) by Xylem Inc. or under significant or joint control by Xylem Inc. For export shipments from the U.S.A. to Related Party Buyers, delivery and transfer of risk of loss for the goods will be DAP (Incoterms 2020), port of destination unless otherwise specified. Related Party Buyer will be importer of record for any customs clearance. For shipments to Related Party Buyers that are not export shipments from the U.S.A., delivery and transfer of risk of loss will be FCA (Incoterms 2020), Seller's plant or Distribution Center unless otherwise specified. For all Related Party Buyer transactions, title will pass to Buyer when risk of loss passes to Buyer.

Buyer grants to Seller a continuing security interest in and a lien upon the goods supplied by Seller under this Agreement and the proceeds thereof (including insurance proceeds), as security for the payment of all such amounts and the performance by Buyer of all of its obligations to Seller under the Agreement and all such other sales, and Buyer will have no right to sell, encumber or dispose of the goods. Buyer's respective insurance policy for any such Seller claim will include a waiver of subrogation in favor of Seller. Buyer will execute any and all financing statements and other documents and instruments and do and perform any and all other acts and things which Seller may consider necessary, desirable, or appropriate to establish, perfect or protect Seller's title, security interest and lien. In addition, Buyer authorizes Seller and its agents and employees to execute any and all such documents and instruments and do and perform any and all such acts and things, at Buyer's expense, in Buyer's name and on its behalf. Such documents and instruments may also be filed without the signature of Buyer to the extent permitted by law.

6. Warranty. Except as provided above, for goods sold by Seller to Buyer(s) that are used by Buyer for personal, family or household purposes, Seller warrants the goods to Buyer on the terms of Seller's limited warranty available on Seller's website. For any other purpose, Seller warrants that the goods sold to Buyer under the Agreement (with the exception of software, membranes, seals, gaskets, elastomer materials, coatings and other "wear parts" or consumables all of which are not warranted except as otherwise provided in the Proposal) will be (i) built in accordance with the specifications referred to in the Proposal, if such specifications are expressly made a part of the Agreement, and (ii) free from defects in material and workmanship for a period of one (1) year from the date of installation or eighteen (18) months from the date of shipment (which date of shipment will not be greater than thirty (30) days after receipt of notice that the goods are ready to ship), whichever occurs first, unless a longer period is specified in the product documentation (the "**Warranty**"). For services, the warranty period will be three (3) months from the date the services are performed unless otherwise expressly set forth in the Proposal or sales form or order acknowledgment.

Seller will, at its option, either repair or replace any goods which fails to conform with the Warranty; provided, however, that under either option, Seller will not be obligated to remove the defective goods or install the replaced or repaired goods and Buyer will be responsible for all other costs, including service costs, shipping fees and expenses.

Buyer's failure to comply with Seller's repair or replacement advice will constitute a waiver of Buyer's rights and render all warranties void. Any parts repaired or replaced by Seller under the Warranty are warranted only for the remaining balance of the warranty period. The Warranty is conditioned on Buyer giving written notice to Seller of any defects in material or workmanship of warranted goods within ten (10) days, or shorter period as dictated by the issue, of the date when any defects are first manifest. Seller will have no warranty obligations to Buyer with respect to any goods or parts of the goods that: (a) have been repaired by third parties other than Seller or without Seller's written approval; (b) have been subject to misuse, misapplication, neglect, alteration, accident, or physical damage; (c) have been used in a manner contrary to Seller's instructions for installation, operation and maintenance; (d) have been damaged from ordinary wear and tear, corrosion, or chemical attack; (e) have been damaged due to abnormal conditions, vibration, failure to properly prime, or operation without flow; (f) have been damaged due to a defective power supply or improper electrical protection; (g) have been damaged resulting from the use of accessory equipment not sold by Seller or not approved by Seller in connection with goods supplied by Seller hereunder; or (h) not sold by Seller or its authorized supplier. In any case of goods not manufactured by Seller, there is no warranty from Seller; however, Seller will extend to Buyer any warranty received from Seller's supplier of such goods.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. BUYER'S EXCLUSIVE REMEDY AND SELLER'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO REPAIRING OR REPLACING THE GOODS AND WILL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE BUYER HEREUNDER.

7. Inspection. Buyer will have the right to inspect the goods upon their receipt. When delivery is to Buyer's site or to a project site, Buyer will notify Seller in writing of any apparent shipment shortages, damages, or nonconformity of the goods within three (3) days from receipt by Buyer, unless a shorter period is required in Seller's Proposal. For all other deliveries, Buyer will notify Seller in writing of any nonconformity with this Agreement within fourteen (14) days from receipt by Buyer. Failure to give such applicable notice will constitute a waiver of Buyer's right to inspect and/or reject the goods for nonconformity and will be equivalent to an irrevocable acceptance of the goods by Buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller unless different terms are expressly set forth in Seller's Proposal

8. SELLER'S LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT WILL SELLER'S LIABILITY EXCEED THE AMOUNT PAID BY BUYER UNDER THIS AGREEMENT. SELLER WILL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, LIQUIDATED, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, TREBLE, OR EXEMPLARY DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY WILL BE EFFECTIVE WITHOUT REGARD TO SELLER'S ACTS OR OMISSIONS OR NEGLIGENCE OR STRICT LIABILITY IN PERFORMANCE OR NON-PERFORMANCE HEREUNDER.

To the extent the Agreement provides a specified remedy for a default or breach, the given remedy will be Seller's sole liability and Buyer's sole and exclusive remedy for the default or breach to the exclusion of any and all other remedies that may be available at law, in equity, or otherwise. The terms of this Article 8 survive expiry or termination of the Agreement and prevail over all other provisions contained in the Agreement.

9. USED GOODS. USED GOODS ARE SOLD IN AN AS IS, WHERE IS CONDITION. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE NATURE, QUALITY OR CONDITION OF THE GOODS, OR ITS SUITABILITY FOR ANY USE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS EXPRESSLY AGREED UPON IN WRITING BETWEEN THE PARTIES. SELLER WILL HAVE NO LIABILITY TO BUYER HEREUNDER OR IN CONNECTION WITH THE GOODS, INCLUDING WITHOUT LIMITATION, FOR LOSS OF PROFIT, LOSS OF INCOME, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.

10. Force Majeure. Seller may cancel, terminate, or suspend this Agreement and Seller will have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, due to acts or omissions of Buyer and/or its contractors, or due to Force Majeure. "**Force Majeure**" means any event or circumstance beyond Seller's reasonable control, including but not limited to: (A) acts of God, such as natural disasters, drought, fire, flood, earthquake, tsunami; (B) war (declared or undeclared), riots, insurrection, rebellion, acts of the public enemy, acts of terrorism, sabotage, blockades, governmental authorities acts or inactions, embargoes; (C) disease, pandemics, epidemics; (D) currency restrictions; and (E) labor shortages or disputes, unavailability of components, materials, or parts, fuel, power, energy or transportation facilities; failures of suppliers or subcontractors to effect deliveries. In all such cases, the time for performance will be extended in an
amount equal to the period necessary for Seller to recover from the event, provided that Seller will, as soon as reasonably practicable after it has actual knowledge of the beginning of any excusable delay, notify Buyer of the delay and of the anticipated duration and consequence thereof; and, to the extent the Force Majeure impacts the pricing specified in the Proposal or Agreement, as the case may be, Seller will notify Buyer of the revised pricing and its basis. Should Buyer reject any such Force Majeure-related pricing increase, the parties will resolve in accordance with the Agreement's dispute resolution process. Seller will resume performance of its obligations hereunder with the least possible delay.

11. Cancellation; Termination. Except as otherwise provided in this Agreement, no order may be cancelled on special or made-to-order goods or unless otherwise requested in writing by either party and accepted in writing by the other. If a cancellation is requested by Buyer, Buyer will, within thirty (30) days of such cancellation, pay Seller a cancellation fee, which will include all costs and expenses incurred by Seller prior to the receipt of the request for cancellation including, but not limited to, all commitments to its suppliers, subcontractors and others, all fully burdened labor and overhead expended by Seller, plus a reasonable profit charge. Return of goods will be in accordance with Seller's most current Return Materials Authorization and subject to a minimum fifteen percent (15%) restocking fee, unless otherwise specified.

Notwithstanding anything to the contrary in the Agreement, if the commencement by or against Buyer of any voluntary or involuntary proceedings in bankruptcy or insolvency, or if Buyer will be adjudged bankrupt, make a general assignment for the benefit of its creditors, or if a receiver will be appointed on account of Buyer's insolvency, Seller may, upon providing Buyer notice that has immediate effect upon issuance, terminate the Agreement. If Buyer fails to make any payment when due under this Agreement, or if Buyer does not correct or, if immediate correction is not possible, commence and diligently continue action to correct any default of Buyer to comply with any of the provisions or requirements of this Agreement within ten (10) calendar days after being notified in writing of such default by Seller, Seller may, by written notice to Buyer, without prejudice to any other rights or remedies which Seller may have, terminate its further performance of this Agreement. If any termination under this Article 11, Seller will be entitled to receive payment as if Buyer has cancelled the Agreement as per the preceding paragraph immediately and without notice as a debt due. Seller may nevertheless elect to complete its performance of this Agreement by any means it chooses. Buyer agrees to be responsible for any additional costs incurred by Seller in so doing. Upon termination of this Agreement, the rights, obligations and liabilities of the parties which will have arisen or been incurred under this Agreement prior to its termination will survive such termination.

12. Drawings. All drawings are the property of Seller. Seller does not supply detailed or shop working drawings of the goods; however, Seller will supply necessary installation drawings. The drawings and bulletin illustrations submitted with Seller's Proposal show general type, arrangement and approximate dimensions of the goods to be furnished for Buyer's information only and Seller makes no representation or warranty regarding their accuracy. Unless expressly stated to the contrary within the Proposal, all drawings, illustrations, specifications or diagrams form no part of this Agreement. Seller reserves the right to alter such details in design or arrangement of its goods which, in its judgment, constitute an improvement in construction, application or operation. After Buyer's acceptance of this Agreement, any changes in the type of goods, the arrangement of the goods, or application of the goods requested by Buyer will be made at Buyer's expense.

13. Confidential Information. Seller's designs, illustrations, drawings, specifications, technical data, catalogues, "know-how", economic or other business or manufacturing information (collectively, "**Confidential Information**") disclosed to Buyer will be deemed proprietary and confidential to Seller. Buyer agrees not to disclose, use, or reproduce any Confidential Information without first having obtained Seller's written consent. Buyer's agreement to refrain from disclosing, using or reproducing Confidential Information will survive completion of the work under this Agreement. Buyer acknowledges that its improper disclosure of Confidential Information to any third party will result in Seller's suffering irreparable harm. Seller may also seek injunctive or equitable relief to prevent Buyer's unauthorized disclosure.

14. Installation and Start-up. Unless otherwise agreed to in writing by Seller, installation will be the sole responsibility of Buyer. Where start-up service is required with respect to the goods purchased hereunder, it must be performed by Seller's authorized personnel or agents; otherwise, the warranty is void. If Buyer has engaged Seller to provide an engineer for start- up advisory services such engineer will function in an advisory capacity only and Seller will have no responsibility for the quality of workmanship of the installation. In any event, Buyer understands and agrees that it will furnish, at Buyer's expense, all necessary foundations, supplies, labor and facilities that might be required to install and operate the goods.

15. Specifications; Back-charges. Changes in specifications requested by Buyer are subject to Seller's written approval. If such changes are approved, the price for the goods and the delivery schedule will be changed to reflect such changes. Buyer will not make purchases, nor will Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

16. Buyer's Warranty. Buyer warrants the accuracy of any and all information relating to the details of its operating conditions, including influent quality, temperatures, pressures, and where applicable, the nature of all hazardous materials. Seller can justifiably rely upon the accuracy of Buyer's information in its performance. Should Buyer's information prove inaccurate, Buyer agrees to reimburse Seller for any losses, liabilities, damages and expenses that Seller may have incurred as a result of any inaccurate information provided by Buyer to Seller.

17. Product Recalls. In cases where Buyer purchases for resale, Buyer will take all reasonable steps (including those measures prescribed by the Seller) to ensure: (a) all customers of the Buyer and authorized repairers who own or use affected goods are advised of every applicable recall campaign of which the Buyer is notified by the Seller; and (b) modifications notified to Buyer by Seller by means of service campaigns, recall campaigns, service programs or otherwise are made with respect to any goods sold or serviced by Buyer to its customers or authorized repairers. Should Buyer fail to perform any of the actions required under this obligation, Seller will have the right to obtain names and addresses of the Buyer's customers from Buyer and Seller will be entitled to get into direct contact which such customers.

18. GOVERNING LAW. THE TERMS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE JURISDICTION WHERE SELLER'S OFFICE IS LOCATED TO WHICH THIS ORDER HAS BEEN SUBMITTED (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER WILL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. THIS ARTICLE 18 WILL SURVIVE ANY TERMINATION, CANCELLATION, OR EXPIRATION OF THE AGREEMENT.

19. DISPUTE RESOLUTION. Prior to the commencement of any litigation, in the event of any dispute between the Buyer and Seller arising out of or in connection with the Agreement or the good or services contemplated therein; Buyer and Seller agree to first make a good faith effort to resolve the dispute informally. The first attempt at dispute resolution shall be made by the technical project managers (or equivalent) of the parties. Should resolution not be reached within ten (10) business days, senior management of both parties will attempt to resolve the dispute. If the parties are still unable to resolve the dispute, the dispute will be sent to litigation. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT

20. Export Regulation. Seller's goods, including any software, documentation and any related technical data included with, or contained in, or utilized by such goods or deliverables, may be subject to applicable export laws and regulations, including United States Export Administration Regulations and Buyer will comply with all such applicable laws and regulations. In particular, the Buyer will not, and will not permit any third parties to, directly or indirectly, export, re-export or release any goods to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any goods is prohibited by applicable law, regulation or rule. The Buyer will be responsible for any breach of this Article 20.

21. Privacy and Customer Data. Buyer acknowledges that Seller may collect and process personal data for the purposes outlined in the Agreement. Seller's data xylem

privacy policy is available at https://www.xylem.com/en-us/support/privacy/. Buyer acknowledges that it has read and understood Seller's privacy policy and agrees to the use of personal data outlined herein. The collection and use of personal data by Buyer is Buyer's responsibility. Some Seller goods are equipped with cloud communication capability resulting in these goods automatically transmitting, on an encrypted basis, data to Seller's X-Cloud. Unless otherwise specified in the Agreement, Buyer agrees and authorizes Seller to indefinitely store any data collected from Seller goods ("**Customer Data**") on Seller's hardware, software, networking, storage, and related technology. Buyer grants Seller and Seller's affiliates a worldwide, royalty-free, non-exclusive, irrevocable right and license to access, store and use such Customer Data to: (a) provide services; (b) analyze and improve services; (c) analyze and improve any Seller or affiliate goods or software; and (d) for any other internal use, provided any such internal use is limited to using the Customer Data in an aggregated and anonymized manner that cannot be reconstituted as Buyer's Customer Data.

22. Titles; Waiver; Severability. The article titles are for reference only and will not limit or restrict the interpretation or construction of this Agreement. Seller's failure to insist, in any one or more instances, upon Buyer's performance of this Agreement, or to exercise any rights conferred, will not constitute a waiver or relinquishment of any such right or right to insist upon Buyer's performance in any other regard. The partial or complete invalidity of any one or more provisions of this Agreement will not affect the validity or continuing force and effect of any other provision.

23. Changes. Any requested change(s) to the work set forth in this Agreement, including to the delivery schedule, requires the parties to enter into a written change order that contains a description of the change(s) and all other applicable terms, including change in price, storage fees, and/or delivery schedule ("**Change Order**"). A Change Order may be requested by either party. For any Buyer-related change to the delivery schedule, including any due to a Buyer delay, the parties will enter into a Change Order and any such Change Order will state the revised delivery date(s), the revised Agreement price, storage and maintenance fees, and all other respective revisions. Seller will not be obliged to proceed with any change and no such change will be binding or have any effect on Seller or this Agreement unless/until the parties enter into a Change Order; provided, however, that if Seller must store goods due to a buyer delay, all associated risk, expenses, and fee will nonetheless be borne by Buyer from the beginning of the delay period. Should Seller's ability to proceed with the work be altered by Buyer's delay in entering into a Change Order, Seller also will be entitled to assess late fees and suspend performance of all work for the period of delay.

Agreed to by:________________________

Signature

TOWN OF FRONT ROYAL

Public Works Department
102 E Main Street
P.O. BOX 1560
FRONT ROYAL, VIRGINIA 22630-1560
www.frontroyalva.com

Nathan Ruggles
Wastewater Manager
(540) 635-3733

nruggles@frontroyalva.com

November 25, 2025

This recommendation letter serves for the procurement of the Drive and Installation for Final Clarifier #2. Evoqua Water Technologies is the sole source supplier for the noted equipment to continue their roles critical function in maintaining facility compliance.

Nathan Ruggles
Wastewater Manager
(540)-305-1017
Town of Front Royal

9801-2001
PO 30872

SOLE SOURCE JUSTIFICATION FORM

Requesting Department: WWTP
Description of Commodities of Services: Final Clarifier #2 Drive and installation.

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)

MR 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)

MR 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.

Iniator: [signature]
Signature

Date: 11/18/25

Verification by Department Head: [signature]
Signature

To: Town of Front Royal

Nathan Ruggles

Wastewater Manager

Date 11/12/2025

To whom it may concern:

This document is to confirm that Evoqua Water Technologies is the sole source supplier for Evoqua brands including Davco™ and Envirex™ systems.

Heyward Incorporated of Virginia, Inc is the Representative in your area. No one else is authorized to sell, solicit, or manufacture our products in your area.

If you should have any questions regarding this matter, please feel free to contact me.

Sincerely,

James Sayers

Evoqua Water

N19W23993 Ridgeview Pkwy, Suite 200

Waukesha, WI 53188

Tel: 262-521-8468

Fax: 262-521-8272

COUNCIL REGULAR WORK SESSION
AGENDA STATEMENT

Meeting Date: December 1, 2025 Item# 04B

Agenda Item: Solids Dewatering Preliminary Engineering Report & FY26 Budget Transfer

Summary: Council is requested to approve awarding a task order for solids dewatering preliminary engineering report to CHA Consulting Inc in the amount of $270,000.00. This task order will include the preliminary engineering report, a Waste Water Treatment Plant Capacity Rating Report and Survey/Geotechnical work related to the Town's centrifuge project for the waste water treatment plant; which are all required by the Department of Environmental Quality to allow the Town to move forward with potential financing for the project.

In accordance with the Virginia Public Procurement Act, C.H.A. Consulting Inc was awarded a contract with the Town of Front Royal for Environmental Engineering Services by Town Council on June 27, 2022. The Town of Front Royal procurement policy requires Council's approval to procure engineering services exceeding $50,000.

Budget/Funding: Staff recommends for Council to approve the following budget transfer to allocate funds for the task order:

FY26 funds in the amount of $206,980 that are currently budgeted as contingency for potential FY26 debt service on the centrifuge & Riverton Pump Station Project; as well as reallocated $63,020 from the I&I Abatement Contingency Funds that were previously budgeted.

Budget Transfer From

9801-48888	Sewer Fund Contingency	<$206,980.00>
9802-R47998	Sewer Line Maintenance I&I Abatement	<$63,020.00> PO#30801

Budget Transfer To

9801-43002	WWTP Professional Services	$270,000.00

Staff Recommendation:Staff recommends to approve as presented.

TOWN OF FRONT ROYAL
TASK ORDER 4-2025

SOLIDS DEWATERING PER

This Task Order is being provided under the August 2, 2022 Master Services Agreement (AGREEMENT) for Professional Environmental Engineering Services by and between Town of Front Royal (Town or OWNER) and CHA Consulting, Inc. (CHA or ENGINEER).

Part 1.0 – Project Description

The Front Royal Wastewater Treatment Plant (WWTP) underwent a multimillion-dollar upgrade in 2017, with installation of advanced process technologies including an Autothermal Thermophilic Aerobic Digestion (ATAD) system for volatile solids reduction and pathogen inactivation combined with Storage Nitrification Denitrification Reactor (SNDRTM). The SNDRTM reduces the ammonia in the filtrate and the resultant nitrogen load on the influent as well as improves the dewaterability of the biosolids. Primary sludge and secondary waste activated sludge are co-mingled and sent to the ATAD process to stabilize the sludge. A rotary fan press is used to dewater the sludge and produce a cake suitable for disposal in a landfill.

As part of the upgrade, a BioMagTM system was implemented for enhanced secondary settling and the plant continued to operate the system until 2022. Magnetite is a black iron oxide mineral (Fe3O4) with magnetic properties. It was used as biological flocculation ballast to achieve high secondary settling rates at high mixed liquor suspended solids (MLSS) concentrations to increase treatment capacity and manage variable loads and flows. BiomagTM is marketed as a non-abrasive additive to the treatment system with high recovery and recycle through a proprietary magnetic recovery drum. Plant operations discontinued magnetite addition because it was abrasive and moving parts on submerged equipment, such as mixers and pumps, were being damaged at an accelerated rate. Magnetite recovery was also lower than advertised, and magnetite accumulated in stagnant zones in the biological tanks and in the ATAD system.

The Rotary Fan Press (RFP) was in operation prior to the BioMag and ATAD upgrades. It was theoretically designed to process a flow of 130 GPM. However, even prior to the upgrade, the rotary fan press did not produce its reported operational capacity. ATAD sludge is known to be difficult to dewater. When the upgrades were commissioned, the RFP performance degraded further and currently is able to process a range of 10 to 40 GPM and produces only 15% cake. This slow rate of dewatering is causing the plant staff to operate the RFP for significantly longer hours per day. Also, the landfill has communicated with the WWTP that it does not like the consistency of the sludge produced and would prefer a drier cake.

CHA prepared an initial dewatering PER in 2021, prior to the full scope and scale of the magnetite accumulation and damage issues were known. This original PER recommended installation of a centrifuge dewatering system to replace the RFP system to improve the production rate and reduce operating time of the dewatering process and increase the cake solids percentage for reduced hauling costs to the landfill. However, the centrifuge dewaters ATAD-produced sludge through a high speed rotation of a conical, tile-lined bowl where solids accumulate and water is removed by the centrifugal force. WWTP have since expressed concern (and rightly so) that the high speed rotation may cause accelerated abrasion on the centrifuge unit resulting in high maintenance costs and reduced lifespan.

Front Royal has requested that CHA re-evaluate dewatering options in light of the persistent magnetite presence. Also, CHA will evaluate options for cleaning or accelerating the removal of the magnetite from the ATAD and SNDR tanks, where the Town suspects a substantial amount of magnetite has accumulated. Finally, CHA will update OPCC for the dewatering options assuming that the new dewatering system will be located in the existing RFP building or a newly constructed building specific for the centrifuge (including a redundant backup unit).

Part 2.0 - Scope of Services

Task 1 - Preliminary Engineering Report (PER)

CHA will undertake the following tasks to provide a supplement to the original PER:

- Site visits: CHA will visit the site upon Notice to Proceed (NTP) to discuss the project with WWTP operations staff and management and obtain updated information on existing equipment, operational data, and operational strategies.
- Evaluate sludge production data collected since discontinuation of the magnetite in the wet process stream. Sludge production of both the primary sludge and waste activated sludge will be documented. If the Biowin model calibration task is approved by the Town, CHA will also project primary sludge and waste activated sludge production using the model based on the re-rated capacity of the plant. In the absence of the model, future sludge production will be based solely on the census population growth.
- Re-visit the decision to select the centrifuge technology for sludge dewatering in light of potential impacts by residual magnetite. This task will include identifying and contacting magnetite installations and preparing a summary of their dewatering process. CHA will make note of the sludge stabilization process (example, aerobic digestions, anaerobic digestion, ATAD-SNDR), sludge dewatering process, and noted issues of cost or maintenance associated with the use of magnetite. CHA will coordinate with a centrifuge manufacturer to assess the impact of the abrasive material on the bowl material of the centrifuge.
- Identify any modifications to the existing dewatering system equipment that have occurred since the original 2021 PER that may impact the dewatering technology selection (sludge feed pumps, sludge feed piping, polymer system, conveyor, and nonpotable water supply).
    - It is not likely that Andritz would be willing to repeat bench scale and demonstration scale dewatering testing without payment. The dewatering chemistry of an ATAD-produced sludge could be impacted by the presence or absence of magnetite because natural magnetite is hydrophilic and may hold on to water. The original bench scale and demonstration scale testing was conducted in October and November 2021 when magnetite was still in use. CHA will update original OPCC based on the original bench scale and demonstration scale testing that evaluated polymer dose and anticipated cake solids, which should result in conservative estimates of dewatering effectiveness compared to attenuating magnetite levels since that time.
- Update the 2021 OPCC with current equipment quotes and escalate costs over a capital improvement plan timeline.
    - Compare costs of centrifuge dewatering with the current method of dewatering.
    - Two capital costs will be prepared for housing the centrifuge. CHA will review the modifications to the existing RFP building to house the centrifuge and determine the best location for the initial centrifuge and evaluate options for installing a second centrifuge in the future. The capital cost estimate will include cost percentages to account for structural, electrical, and HVAC modifications to accommodate the centrifuge equipment, A second capital cost for constructing a new centrifuge dewatering building will also be developed. It is noted that this option will likely have a higher capital cost but will have many benefits compared to retrofitting the existing building.
    - Develop a Present Worth Cost comparison based on a 20-year life cycle term and current discount rate as set by the Federal OMB. The Town will provide current annual operation and maintenance costs that include staff labor, chemical consumption and unit cost, and power bills. Differential costs associate with the centrifuge technology will be accounted in terms of operating time, hauling fees, and chemical consumption, and an estimated power usage for a new building and equipment.
    - Non-economic factors will be considered based upon input from the Town staff. CHA will also include a return-on-investment comparison to compare the current practice to each alternative.

- Project schedule. The project schedule will reflect estimated duration of design, permitting, funding/financing, and construction.

CHA will prepare the PER supplement in a format suitable for submittal to Virginia DEQ. Note, alternate funding providers (Rural Development) may require a different format, which is outside this immediate scope. One (1) digital copy in a PDF format will be submitted to Town for review and approval. Comments received from the Town will be incorporated into the final report supplement to be submitted to the Town and VDEQ. The final recommendations of the PER supplement will be presented to Town Council at one of the monthly council meetings if requested by the Town.

<u>Task 2 – WWTP Capacity Rating Report</u>

The Front Royal WWTP discontinued the use of magnetite in 2022. Magnetite was being fed continuously since 2017 as part of the WWTP process upgrades to enable the increase of MLSS concentration in the BNR zones while maintaining secondary clarifier performance through ballasted settling. CHA proposes to evaluate and quantify the existing plant hydraulic and treatment capacities for the plant without the use of magnetite given the current influent water quality in terms of BOD, TSS, ammonia, and total phosphorus loading at current dry weather and peak wet weather flow. CHA's evaluation will include a discussion of the VPDES permit limits and BioWin modeling of the existing BNR system using the current influent water quality data.

A 14-day intensive sampling program will be conducted by the Town staff with guidance by CHA to generate sufficient data to enable the calibration of the plant's Biowin Model. The calibrated Biowin model can be used to assess various hydraulic, influent loading, and treatment scenarios. The outcome of the study will be a Re-Rating Study that will define hydraulic and loading capacity of the existing plant without magnetite.

Automated samplers will be set up and maintained by plant staff at 4 locations throughout the treatment process to define and characterize influent loading, treatment, and recycle streams. The WWTP will collect these 24-hour composite samples over a period of 14 days and ship to the analytical laboratory. The four sample locations are plant influent, BNR effluent, secondary clarifier effluent, and filtrate recycle (from ATAD/SNDR). BNR effluent will be assumed equal to the nitrate recycle water quality. WWTP will provide spreadsheets with flow data and bench sheet data for the sample duration. This scope and fee assumes that the WWTP will collect and ship (with associated fees) the samples. CHA has included the autosampler rental and laboratory analytical fees in our budget.

CHA will train the WWTP staff on sample preparation and collection. There is a sample preparation protocol that WWTP staff will need to follow (local laboratories are not willing to perform the sample preparation). It will also be helpful for WWTP staff to measure MLSS, SVI, and sludge blanket depth in the secondary clarifiers to help with data interpretation. This study is not considered to be an intensive study of clarifier performance, but this additional information can aid in making informed observations and insights into operations.

BioWin modeling will evaluate the treatment and hydraulic capacity of the following:

- Secondary treatment (biological nutrient removal (BNR)
- Nitrate recycle pumping
- RAS pumping
- WAS pumping
- Solids pre-thickening
- ATAD and SNDR
- Digested sludge dewatering (rotary fan press)

CHA's evaluation will also include a review of the hydraulic and treatment capacity of the following unit processes for the liquid stream in comparison with current Sewage Collection and Treatment (SCAT) Regulations:

- Screening
- Influent pumping
- Grit removal
- Primary clarification
- Secondary clarification
- Disinfection (UV)

This evaluation will determine the current capacity of each unit process. A draft WWTP capacity evaluation report will be provided to the Town for review and comments and a final report will be prepared and provided upon receipt of any Town comments.

Task 3 – Survey and Geotechnical

The Virginia Department of Environmental Quality (DEQ) has provided notice of funding for construction of a dewatering facility at the Front Royal WWTP. DEQ has established an aggressive timeline for loan closing and the timeline for design and bidding of the dewatering facility must be accelerated to meet the loan closing deadline. A parallel schedule between the PER and the survey and geotechnical work for a new dewatering facility will help meet the accelerated design and bidding schedule.

Part 3.0 - Schedule

CHA proposes to provide a draft report for Town review within 90 days of Notice to Proceed.

Part 4.0 – Payments to the Engineer

The total lump sum cost to provide the professional services will not exceed $270,000. The task breakdown is as follows:

Task 1 - Solids Dewatering PER	$60,000
Task 2 – WWTP Capacity Rating Report	$140,000
Task 3 – Survey and Geotechnical	$70,000

Part 5.0 - Signatory

This TASK ORDER No. 5-2025 is executed on the date indicated below.

Town of Front Royal	**CHA Consulting, Inc.**
By: ______________________	By: ______________________
(Signature)	(Signature)
Name: B.J. Wilson	Name: Stephen M. Steele, P.E.
Title: Finance Director	Title: Vice President
Date: ______________________	Date: November 25, 2025

COUNCIL REGULAR WORK SESSION
AGENDA STATEMENT

Meeting Date: December 1, 2025 Item# 04C

Agenda Item: Ordinance Text Amendments to Town Code §12-1 Energy Services Fees and Various Sections of Chapter 70 – Electricity

Summary: In order to reflect current practices and costs, Council is requested to consider adoption of ordinance text amendments to Town Code Sections as presented:

- §12-1 - Energy Services Fees – specify temporary electrical service and add Residential Security Light, Residential Security Light Pole Installation, & After-Hours Reconnection Fee (non-payment)
- §70-23.C.,D. & E. - Electric Charges
- §70-50.1., 2., 3., 4., & 5. - Electrical Connection and Charges – Additions and Deletions throughout
- §70-63.A. - Minimum Allowable Amperage and Changes in Line Service for the Convenience of the Customer
- §70-64.A. - Underground Service Connections

Budget/Funding: N/A

Staff Recommendation: Staff recommends approving changes to Chapter 12 and Chapter 70 as presented.

Proposed Town Code Changes: Chapters 12 & 70

Carey Saffelle
Director of Energy Services

REASON FOR CODE CHANGES?

- Portions of the Code have not been updated since the early 2000s.
- Rising costs of materials, equipment, and labor require adjustments to Connection Fees so the Town can break even on new development.
- Updates are also needed to reflect current procedures and practices.

12-1 ENERGY SERVICES FEES

Current Code

Electric Meter Inspections (two within 12 mo.)	**No Charge**
Electric Meter Inspection (third and subsequent within 12 months)	$50.00 per inspection
Temporary Electrical Service not to exceed 100 amperes in capacity and requiring one service drop	$65.00
Temporary Electrical Service for larger residential and commercial services	See Chapter 70-23(F) in Town Code
Underground Utility Inspection	$50.00 per inspection

Proposed Changes

Electric Meter Inspections (two within 12 mo.)	**No Charge**
Electric Meter Inspection (third and subsequent within 12 months)	$50.00 per inspection
Temporary Electrical Service	See Chapter 70-23(E) in Town Code
Underground Utility Inspection	$50.00 per inspection
Residential Security Light	$11.78 per month
Residential Security Light Pole Installation	See Chapter 70-23(F) in Town Code
After Hours Reconnection Fee (non-payment)	$75.00

70-23 ELECTRIC CHARGES

Addition of Industrial Customer

C. Rates for electric service for Industrial Customers (defined as customers engaged in manufacturing, processing, or other large-scale operations whose electrical demand significantly exceeds typical commercial usage and materially affects the Town's distribution system capacity, reliability, or wholesale power costs) shall be dependent upon a Utility Impact Analysis, as required by Section 70-50, 4., which evaluates the proposed customer's impact on the Town's electric system, with potential for a Power Purchase Agreement (a contractual arrangement specifying terms of energy supply and pricing).

70-23 ELECTRIC CHARGES

Security Lights

E. Charges for Installation of Residential Security Light Poles

1. The monthly rate for residential security lights shall be eleven dollars and seventy-eight cents ($11.78)
2. There shall be no installation charge for residential security lights in the event that a utility pole is located in the immediate vicinity to which the dusk-to-dawn light can be connected.
3. In the event that no utility pole is available in the immediate vicinity on which a residential security light can be installed, the installation will be at the customers' expense. The Town will perform the installation and bill the customer for the actual time and material costs of such installation.
4. The customer requesting the residential security light service must maintain the service for at least one full year or pay at least a total of twelve (12) installments of the rates as described above.

70-50 ELECTRICAL CONNECTION AND CHARGES

In new subdivisions of 5 lots or more

	CURRENT CODE	PROPOSED CHANGES
Connection charge for lots not exceeding one (1) acre in size	$2,500	$4,500
Connection charge for lots exceeding one (1) acre in size	$5,000	$10,000
Connection charge for lots of at least two (2) but less than three (3) acres in size	$7,500	N/A

Single lots, lots within a subdivision of less than 5 lots, small, single-phase commercial users

Connection charge	$1,100	$2,500

70-50 ELECTRICAL CONNECTION AND CHARGES

Where do these numbers come from?

Using current and proposed subdivisions, we calculated our total Labor, Equipment & Materials divided by number of lots.

70-50 ELECTRICAL CONNECTION AND CHARGES

Commercial Users on Three-Phase Service

Connection charge	**$3,500**	…based on the estimated time and materials required by the Energy Services Department or its agents, as determined by the Director of Energy Services or their designee and shall be paid to the Town prior to the commencement of work. Upon completion of the work, the Town will reconcile the estimated payment with the actual time and materials expended. The Town will then either issue an additional invoice or provide a reimbursement to the developer, builder, or customer, as applicable.

70-50 ELECTRICAL CONNECTION AND CHARGES

Addition of Industrial Customer

4. For the development of industrial users who require a large electrical service, where the electric load will materially affect the towns distribution system capacity, reliability, or wholesale power costs, the developer, builder, or customer shall be responsible for conducting a Utility Impact Analysis (UIA) which evaluates the proposed customer's impact on the Town's electric system, certified by a Professional Engineer, containing:

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)

Costs identified in the UIA for infrastructure enhancements, etc. shall be at the developers expense. All materials and infrastructure enhancements shall be dedicated to the Town of Front Royal for the operation, maintenance and repair of the electric system.

70-50 ELECTRIC CHARGES

Temporary Services (moved from 70-23)

~~D. 1. For residential temporary electrical service not to exceed one hundred (100) amperes in capacity and requiring one (1) service drop existing distribution facilities will be charged a fee (Chapter 12).~~

~~2. For larger residential and commercial temporary services, the charge will be at the customers' expense. The Town will perform the installation and bill the customer for the actual costs of such installation, including labor, vehicle usage and materials used, less the value of any salvageable materials recovered during the removal process of the temporary service.~~

5. For residential and commercial temporary services, the charge will be at the customers' expense. The Town will perform the installation and bill the customer for the actual costs of such installation, including labor, vehicle usage and materials used, less the value of any salvageable materials recovered during the removal process of the temporary service.

70-63 & 70-64

70-63 MINIMUM ALLOWABLE AMPERAGE AND CHANGES IN LINE SERVICE FOR THE CONVENIENCE OF THE CUSTOMER

- 60 Amp Service is obsolete

70-64 UNDERGROUND SERVICE CONNECTIONS

- Code clean up

Chapter 12
FEES

12-1 ENERGY SERVICES FEES

Electric Meter Inspections (two within 12 mo.)	No Charge
Electric Meter Inspection (third and subsequent within 12 months)	$50.00 per inspection
~~Temporary Electrical Service not to exceed 100 amperes in capacity and requiring one service drop~~	~~$65.00~~
Temporary Electrical Service ~~for larger residential and commercial services~~	See Chapter 70-23(~~F~~E) in Town Code
Underground Utility Inspection	$50.00 per inspection
Residential Security Light	$11.78 per month
Residential Security Light Pole Installation	See Chapter 70-23(F) in Town Code
After Hours Reconnection Fee (non-payment)	$75.00

(Res. of 1-26-04; Ord. of 6-23-08; Ord. of 6-25-12; Ord. of 6-9-14; Ord. of 9-27-21)

Chapter 70
ELECTRICITY[1]

ELECTRIC RATE CHARGES

70-23 ELECTRIC CHARGES

A. The base rate for electric service for residential customers shall be as follows, effective for the electric meters read on or after March 25, 2019, and continuing as stated herein:

1. Effective from March 25, 2019, facilities charge per billing cycle, as established by the Town: eight dollars and fifty cents ($8.50).

2. Effective from March 25, 2019, charges for all kilowatt hours per billing cycle, as established by the Town: $0.09850 per kilowatt hour.

B. The base rates for electric service for commercial customers shall be as follows, effective for the electric meters read on or after March 25, 2019, and continuing as stated herein:

1. Effective from March 25, 2019, facilities charge per billing cycle, as established by the Town: twenty dollars and zero cents ($20.00).

2. Effective from March 25, 2019, charges for the first seven hundred (700) kilowatt hours per billing cycle, as established by the Town: $0.12600 per kilowatt hour.

3. Effective from March 25, 2019, charges for all kilowatt hours over seven hundred (700) per billing cycle, as established by the Town: $0.08800 per kilowatt hour.

When a commercial customer requires capacity over seven and one-half (7½) kilowatts, the first energy block shall be increased by fifty-three (53) kilowatt hours for each one-half kilowatt required in excess of seven and one-half (7½) kilowatts. The second energy block shall then include all kilowatt hours in excess of the first energy block as adjusted for such additional energy.

C. Rates for electric service for Industrial Customers (defined as customers engaged in manufacturing, processing, or other large-scale operations whose electrical demand significantly exceeds typical commercial usage and materially affects the Town's distribution system capacity, reliability, or wholesale power costs) shall be dependent upon a Utility Impact Analysis, as required by Section 70-50, 4., which evaluates the proposed customer's impact on the Town's electric system, with potential for a Power Purchase Agreement (a contractual arrangement specifying terms of energy supply and pricing).

~~C.~~D. Effective July 1, 2017, all customers billed on the rates described in subsections A ~~and~~ B, and C, above, shall, in addition to the rates therein described, be subject to a Power Cost Adjustment (PCA) charge. The maximum Power Cost Adjustment amount charged for each kilowatt hour of energy sold by the Town may be adjusted according to the following formula:

[1]Editor's note(s)—Amended 1-28-19.

Max (PCA) = C-(BxS)

C = The estimated cost of delivered purchased power in dollars by the Town for the twelve-month period.

S = The estimated total kilowatt hours to be sold by the Town for the twelve-month period.

B = The average cost of delivered purchased power per kilowatt hour purchased by the Town which is recovered in the Town's retail rate schedules.

The maximum Power Cost Adjustment (PCA) will be computed according to the above formula for a twelve-month period beginning July 1st of each year, but the Town may choose to charge less than the maximum PCA calculated by this formula. Should it appear at any time during the twelve-month period that continued use of the PCA then in effect for the remainder of the twelve-month period will result in a substantial under/over recovery of the delivered cost of power purchased by the Town, then the Town may modify the PCA (up or down), above, to recover the applicable power cost more accurately.

~~D. 1. For residential temporary electrical service not to exceed one hundred (100) amperes in capacity and requiring one (1) service drop existing distribution facilities will be charged a fee (Chapter 12).~~

~~2. For larger residential and commercial temporary services, the charge will be at the customers' expense. The Town will perform the installation and bill the customer for the actual costs of such installation, including labor, vehicle usage and materials used, less the value of any salvageable materials recovered during the removal process of the temporary service.~~

E. Charges for Installation of Residential Security Light Poles

1. The monthly rate for residential security lights shall be eleven dollars and seventy-eight cents ($11.78)
2. There shall be no installation charge for residential security lights in the event that a utility pole is located in the immediate vicinity to which the dusk-to-dawn light can be connected.
3. In the event that no utility pole is available in the immediate vicinity on which a residential security light can be installed, the installation will be at the customers' expense. The Town will perform the installation and bill the customer for the actual time and material costs of such installation.
4. The customer requesting the residential security light service must maintain the service for at least one full year or pay at least a total of twelve (12) installments of the rates as described above.

(Ord. of 6-22-98; Ord. of 5-27-03; Ord. of 7-25-05; Ord. of 6-26-06; Ord. of 6-25-07; Ord. of 10-24-08; Ord. of 6-8-09; Ord. of 6-9-14; Ord. of 6-12-17; Ord. of 3-25-19; Ord. of 9-27-21)

70-24—70-36 (RESERVED)

(Ord. of 12-21-98; Ord. of 10-25-99; Ord. of 5-27-03; Ord. of 1-26-04; Ord. of 7-25-05; Ord. of 6-26-06; Ord. of 6-25-07; Ord. of 6-8-09)

GENERAL REQUIREMENTS

70-50 ELECTRICAL CONNECTION AND CHARGES

There shall be an electrical connection charge as provided below for connection with electrical lines or system.

1. In new major subdivisions of five (5) lots or more, the developer, builder or customer shall provide excavation and installation with pull ropes of conduits for underground service. The developer, builder or customer shall provide the complete assembly of all street light poles. The connection charge for lots not exceeding one (1) acre in size shall be ~~two thousand five hundred dollars ($2,500.00).~~ four thousand five hundred dollars ($4,500). The connection charge for lots ~~of at least one (1) acre but not exceeding two (2) acres in size shall be five thousand dollars ($5,000.00). The connection charge for lots of at least two (2) but less than three (3) acres in size shall be seven thousand five hundred dollars ($7,500.00).~~ exceeding one (1) acre in size shall be ten thousand dollars ($10,000).

2. For the development of ~~underground~~ electrical service to a single lot, or~~to~~ lots within a ~~minor~~ subdivision of less than five (5) lots, or to a small, single-phase commercial user, the connection charge shall be two thousand five hundred dollars ($2,500). ~~the developer, builder, or customer shall provide and set the meter base and shall provide excavation and installation of conduits with pull ropes for underground service from the meter base to the pole. After the building receives a satisfactory certification of the electrical inspection, the Town shall provide and install all other components of the service connection. The connection charge for such service shall be one thousand one hundred dollars ($1,100.00)~~ provided the service line does not exceed one hundred twenty-five feet (125') in length. For any service line exceeding one hundred twenty-five feet (125') in length, the developer, builder, or customer shall be billed and shall pay to the Town on a times and materials basis for the actual time and materials expended by the Energy Services Department or its agents in performing the work. For the development of an underground service the developer, builder, or customer shall set the meter base and shall provide excavation and installation of conduits with pull ropes for underground service from the meter base to the pole. For the development of ~~an~~ overhead service, the developer, builder, or customer shall set the meter base, service mast, weather head and the wire from the meter base to the weather head, mast bracket, including an additional thirty-six inches (36") for the entrance service. After the building receives a satisfactory certification of the electrical inspection, the Town shall provide and install all other components of the service connection.

~~3. For the development on overhead service to a single lot, to lots within a minor subdivision, or to a small, single-phase commercial user, the developer, builder, or customer shall provide and set the meter base, service mast, weather head and the wire from the meter base to the weather head, mast bracket, including an additional thirty-six inches (36") for the entrance service. After the building receives a satisfactory certification of the electrical inspection, the Town shall provide and install the service drop and shall attach the drop to the entrance service. The connection charge for such service shall be one thousand one hundred dollars ($1,100.00) provided the service line does not exceed one hundred twenty-five feet (125') in length. For any service line exceeding one hundred twenty-five feet (125') in length, the developer, builder, or customer shall be billed and shall pay to the Town on a times and materials basis for the actual time and materials expended by the Energy Services Department or its agents in performing the work. The Town shall provide one (1) pole at no additional cost. For each additional pole required, the developer, builder or customer shall be billed and shall pay to the Town on a times and materials basis for the actual time and materials expended by the Energy Services Department or its agents in performing the work.~~

~~4.~~3. For the development of ~~large~~ commercial ~~and industrial~~ users on three-phase service, the developer, builder, or customer shall be responsible for pouring the transformer pad and installing the conduit with pull rope from the pole to the pad. The developer, builder or customer shall pay for the transformer and shall install the service entrance (conduit and conductor) from the building to the transformer pad. The Town will set the transformer and complete the connection at the pole and at both sides of the transformer. The developer, builder, or customer shall pay for and provide a serviceable and appropriate transformer suitable for customer's needs at the developer's, builder's, or customer's expense.

~~5.~~ ~~T~~The connection charge for such service ~~shall be three thousand five hundred dollars ($3,500.00) provided the service line does not exceed one hundred twenty-five feet (125') in length. For any service line exceeding one hundred twenty-five feet (125') in length, the developer, builder, or customer shall be billed and shall pay to the Town on a times and materials basis for the actual time and materials expended by the Energy Services Department or its agents in performing the work. The Town Shall provide one (1) pole at no additional cost. For each additional pole required, the developer, builder or customer shall be billed and shall pay to the Town on a times and materials basis for the actual time and materials expended by the Energy Services Department or its agents in performing the work.~~ will be based on the estimated time and materials required by the Energy Services Department or its agents, as determined by the Director of Energy Services or their designee and shall be paid to the Town prior to the commencement of work. Upon completion of the work, the Town will reconcile the estimated payment with the actual time and materials expended. The Town will then either issue an additional invoice or provide a reimbursement to the developer, builder, or customer, as applicable.

4. For the development of industrial users who require a large electrical service, where the electric load will materially affect the towns distribution system capacity, reliability, or wholesale power costs, the developer, builder, or customer shall be responsible for conducting a Utility Impact Analysis (UIA) which evaluates the proposed customer's impact on the Town's electric system, certified by a Professional Engineer, containing:

   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)

   Costs identified in the UIA for infrastructure enhancements, etc. shall be at the developers expense. All materials and infrastructure enhancements shall be dedicated to the Town of Front Royal for the operation, maintenance and repair of the electric system.

5. For residential and commercial temporary services, the charge will be at the customer's expense. The Town will perform the installation and bill the customer for the actual costs of such installation, including labor, vehicle usage and materials used, less the value of any salvageable materials recovered during the removal process of the temporary service.

(Ord. of 9-25-06)

70-63 MINIMUM ALLOWABLE AMPERAGE AND CHANGES IN LINE SERVICE FOR THE CONVENIENCE OF THE CUSTOMER

A. No service entrance shall be wired for less than one hundred (100) amperes. ~~unless the owner can show proof that a sixty (60) ampere service will be satisfactory for his total needs.~~

B. Electric line changes, including, but not limited to, service and amperage upgrades, made for the convenience and at the request of the customer, and not out of necessity, when and while allowed and subject to the approval of the Town, shall be installed, maintained, changed, relocated, replaced, or repaired at the expense of the customer. The Town will perform or provide for such installation, maintenance, change, relocation, replacement, or repair and bill the customer for the actual costs of such installation, maintenance, change, relocation, replacement, or repair, including labor, vehicle usage and materials used.

(Ord. of 9-25-06)

70-64 UNDERGROUND SERVICE CONNECTIONS

A. In an area served by overhead lines, when a customer desires that the service shall run underground from the pole to the building, ~~the owner shall install the requisite service equipment.~~ the developer, builder, or customer shall set the meter base and shall provide excavation and installation of conduits with pull ropes for underground service from the meter base to the pole. ~~-~~The Energy Services Department shall be consulted as to the advisability of such a service and shall specify the meter location and the pole from which the service shall be run.~~. Either conductor suitable for u~~Underground installations in~~ conduit or other cable approved for the purpose~~, shall be installed in accordance with the utility's specifications.~~, shall be used.~~

B. If at any time the Energy Services Department needs to replace a pole supporting an underground service connection, installed as provided in Subsection A, the customer shall be notified of the time, and he shall have his electricians on hand to take care of the service while pole replacement is being made.

COUNCIL REGULAR WORK SESSION
AGENDA STATEMENT

Meeting Date: December 1, 2025 Item# 04D

Agenda Item: Special Use Permit Application Submitted by Fussell Florist for an Artistic Mural at 202 E. 2nd Street

Summary: The special use permit is required because the symbology contained within an artistic mural constitutes a sign and its proposed size exceeds 60SF. The proposed mural would replace an existing one in the same location.

Budget/Funding:

Staff Recommendation: Murals can be removed and altered with minimal effort; staff supports the application as a whole. Staff does not recommend any conditions to be placed on this Special Use Permit

PLANNING COMMISSION REGULAR MEETING
AGENDA STATEMENT

Meeting Date: November 19, 2025

<u>Public Hearing Item 1</u>: 2500481 – A Special Use Permit Application submitted by Fussell Florist for an artistic mural, exceeding sixty (60) square feet in size, on the East side of the building located at 202 E. 2nd Street, identified by Tax Map 20A8-1-4-33. The property is zoned C-2, Downtown Business District.

Recommendation of Approval ✓
Recommendation of Denial _________
Postponed _________

Commissioner Marrazzo moved, seconded by Commissioner Brooks that the Planning Commission forward a recommendation of approval to the Front Royal Town Council for Special Use Permit Application #2500481 for an artistic mural, exceeding sixty (60) square feet on the east side of the building located at 202 E. 2nd Street, identified by Tax Map 20A8-1-4-33.

Moved MARRAZZO ***Seconded*** BROOKS

Marshner y ***Marrazzo*** y ***Neel*** y ***Brooks*** y ***Fedoryka*** y

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: Special Use Permit Application #2500481	
MEETING DATE: November 19, 2025	
SUMMARY: The application for review is a request for an artistic mural, exceeding sixty (60) square feet in size, on the east side of the building located at 202 E. 2^{nd} Street, identified by Tax Map 20A8-1-4-33. The property is zoned C-2, Downtown Business District.	
STAFF RECOMMENDATION: The special use permit is required because the symbology contained within an artistic mural constitutes a sign and its proposed size exceeds 60SF. Due to the subjective nature of an artistic mural and since these murals can be removed and altered with minimal effort, staff supports the application as a whole.	
DRAFT MOTION: "I move that the Planning Commission forward a recommendation of approval to the Front Royal Town Council for Special Use Permit Application #2500481 for an artistic mural, exceeding sixty (60) square feet on the east side of the building located at 202 E. 2^{nd} Street, identified by Tax Map 20A8-1-4-33." 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

TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING

PLANNING COMMISSION REGULAR MEETING
NOVEMBER 19, 2025

APPLICATION #:	APPLICANT:
Special Use Permit #2500481	Fussell Florist

SUMMARY OF REQUEST:

The application for review is a request for an artistic mural, exceeding sixty (60) square feet in size, on the east side of the building located at 202 E. 2nd Street, identified by Tax Map 20A8-1-4-33. The property is zoned C-2, Downtown Business District.

GENERAL INFORMATION:

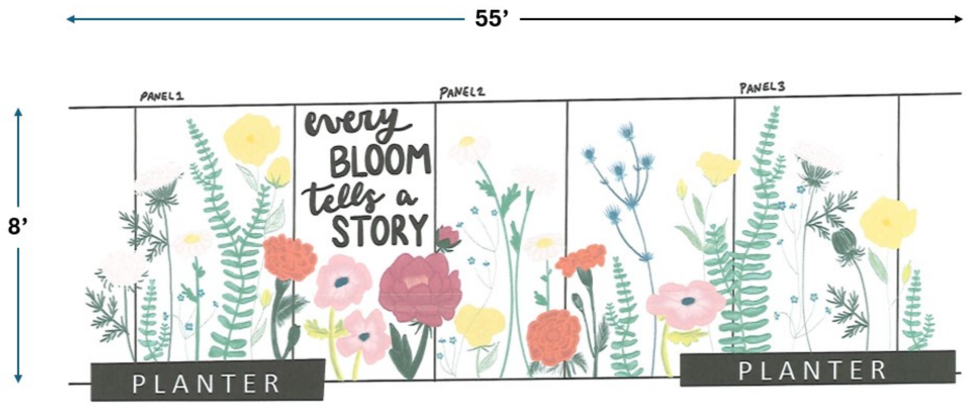
Site Addresses	202 E. 2nd Street
Property Owner(s)	CJMWO Family
Existing Zoning	C-2, Downtown Business District
Tax Identification	20A8-1-4-33
Location	The property is located at the corner of North Commerce Avenue and East 2nd Street.

AERIAL VICINITY MAP – (Warren County GIS)

INFORMATION ON THE APPLICATION:

Application Documents

Proposed Mural – 202 E. 2nd Street



Existing Mural – 202 E. 2nd Street

Zoning Ordinance

As per Town Code 175-106-A.4 **(Definitions) Sign,** *Any device employing letters, words, symbols, etc., used or intended to attract the attention of the public from streets, sidewalks, or other outside public right-of-ways. For the purpose of this Article, the term "sign" shall include all structural members.*

As per Town Code 175-106-A.4 **(Definitions) Wall Sign,** *A sign attached to a wall, or painted on or against a flat vertical surface of a structure, which displays only one (1) advertising surface.*

As per Town Code 175-106-B-2.b.3a **Wall or Marquee Sign,** *One (1) square foot per linear foot of building width on which the sign is to be attached, up to a maximum of sixty (60) square feet…Artistic murals containing business or product advertising may be approved for a size exceeding sixty (60) square feet by a special permit, pursuant to Section 175-136, when located outside the Historic Overlay District…*

Findings and Analysis & Staff Recommendation

Staff recommends approval with no conditions.

Attachments: A. Application
B. Rendering

SPECIAL USE PERMIT # 2500481

TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING AND ZONING
102 EAST MAIN STREET, PO BOX 1560
FRONT ROYAL, VA 22630

Main 540-635-4236
Fax 540-631-2727
www.frontroyalva.com

SPECIAL USE PERMIT REQUEST

APPLICANT:
Name: Fussell Florist PHONE: 540 635 1334
Address: 202 E 2nd Street
Email: owners@fussellflorist.com owners@fussellflorist.com

PROPERTY OWNER:
Name: CJMWO Family PHONE: [redacted]
Address: [redacted]
Email:

PROPERTY DESCRIPTION:
Property Address: 202 E 2nd Street
Tax Map 20A8 Section 1 Block 4 Lot 33
Subdivision Name: Hillidge Acreage: Zoning District: C-2

REQUEST:
Proposed Use of Property: Updated Mural on side of building
Specific Special Use Permit Request: Special use required for exceeding standard ~~[illegible]~~ total SQUARE FOOTAGE FOR A MURAL.
Signage ABOVE THE MAXIMUM OF 60 sq. FT.

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

1. Survey Plat of property showing all **existing** improvements. (**3 Originals and a Digital Copy**)
2. Preliminary Site Development Plan required for new development or a Conceptual Drawing for existing structures.
3. Application Fee of $1000.00 Form of Payment: Check#1656 Date Paid: 9-29-25
4. Additional information as required by the Department of Planning and Zoning.

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

Applicant Signature: [signature] Date: 9/29/25

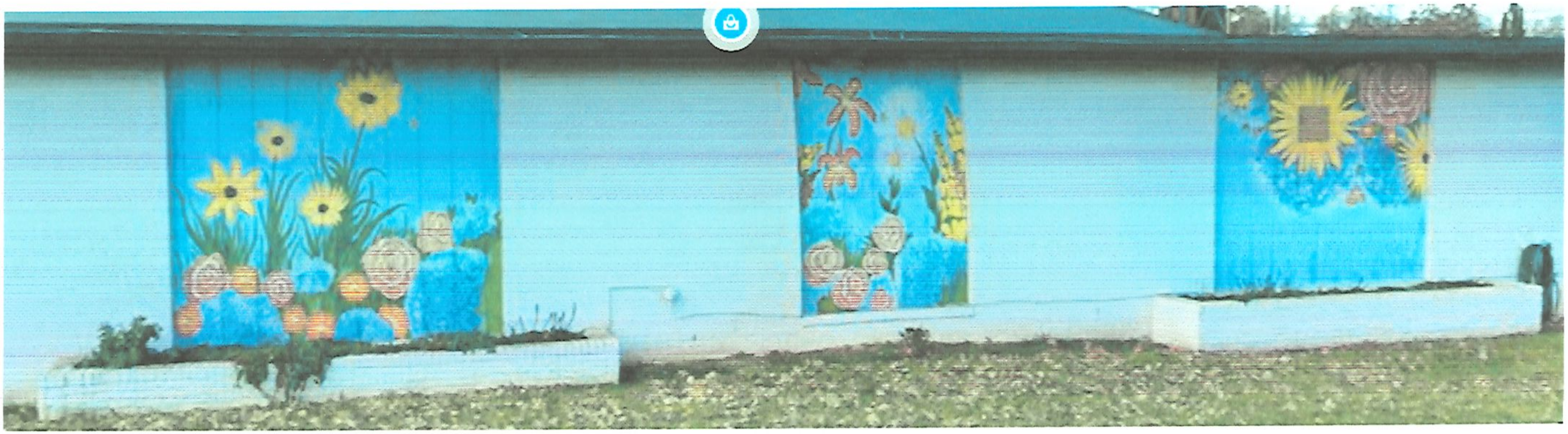
Property Owner Signature: [signature] Date: 9/25/25

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

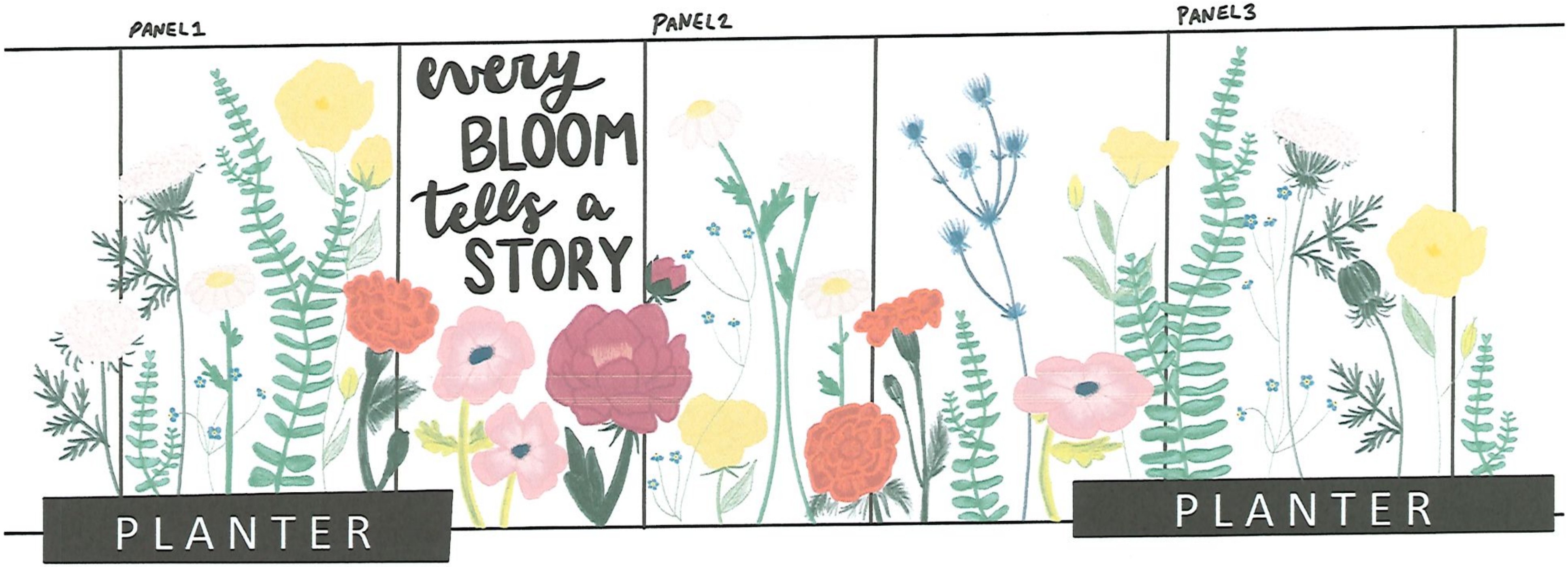
Revised 6-5-2025

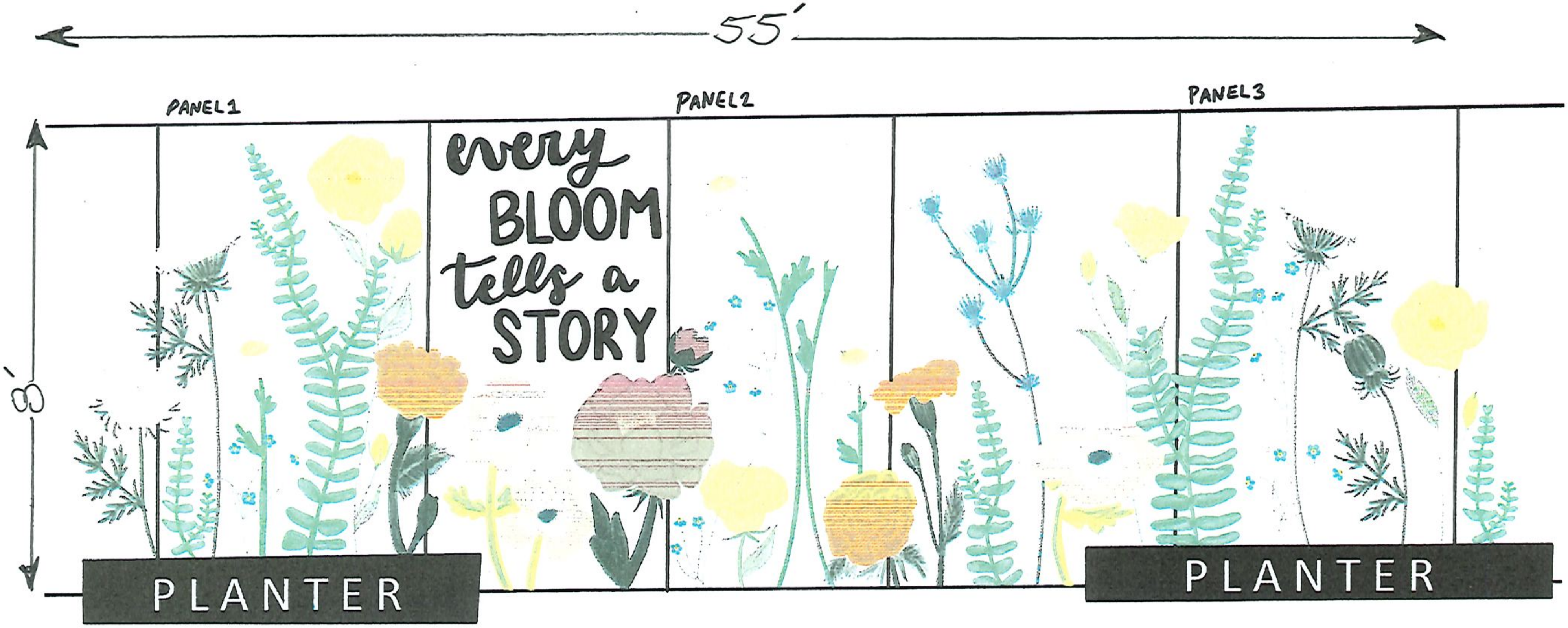
RECEIVED
SEP 29 2025
TOWN OF FRONT ROYAL
PLANNING & ZONING DEPARTMENT

EXISTING MURAL



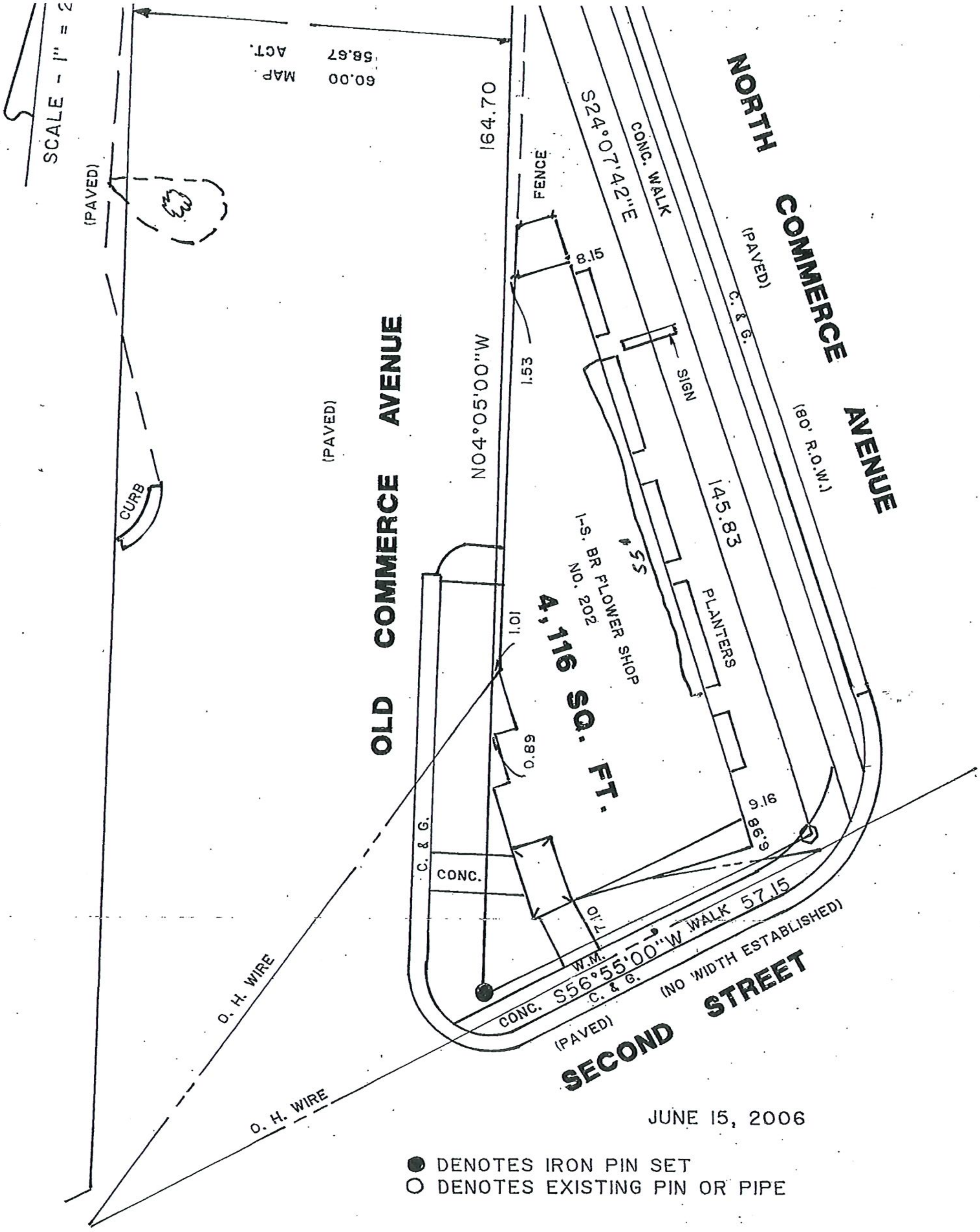
Friday, September 26, 2025 1:36:34 PM - Window


PANEL1
PANEL2
PANEL3
every
BLOOM
tells a
STORY
PLANTER
PLANTER



55'
PANEL 1
PANEL 2
PANEL 3
every BLOOM tells a STORY
8'
PLANTER
PLANTER

PROPOSED



JUNE 15, 2006

● DENOTES IRON PIN SET
○ DENOTES EXISTING PIN OR PIPE

SURVEY OF THE SHOWERS FAMILY, LLC PROPERTY
RECORDED IN INSTRUMENT NO. 060004760.

SHENANDOAH MAGISTERIAL DISTRICT
WARREN COUNTY
TOWN OF FRONT ROYAL, VIRGINIA

SIGN PERMIT APPLICATION

TOWN OF FRONT ROYAL ~102 East Main Street, Front Royal, Va. 22630 ~ 540-635-4236 ~ planning@frontroyalva.com

APPLICANT	SIGN OWNER/LOCATION
APPLICANT'S NAME: Fussell Florist	SIGN OWNER'S NAME: James O'Donnell
ADDRESS: 202 E 2nd Street	SIGN LOCATION(ADDRESS): 202 E 2nd Street
PHONE NUMBER: 540 635 1334	PHONE NUMBER: 540 635 1334
EMAIL: owners@fussellflorist.com	EMAIL: owners@fussellflorist.com

SECTION A - Property Information *(To be completed by applicant)*

(check one) ☒ Single Business or ☐ Multiple Businesses on Single Zoning Lot

Lot Area:________ Lot Frontage:________ Corner Lot: Y X N ____

Building Width:______ Building Height:______ Shared Common Building Entrance: Y____ N X

Total No. Proposed Signs: 1 (For any new signs or existing signs being refaced or replaced)

Total No. Existing Signs to Remain: 6 (For any existing signs to remain and not being refaced or replaced)

For Town Staff Use Only:

*Tax Map No.*________ *Zoning:*______ **Historic District: Y__ N__*

***Entrance Corridor: Y__ N__* *Valid Business License: Y__ N__*

NOTE: *Historic District Requires BAR Certificate of Appropriateness. **Entrance Corridor Requires Planning Commission Review.

SECTION B –Information for all new and/or refaced signs. *(To be completed by applicant)*

Ground Mounted, Monument, Wall, Marquee, Canopy, Awning, Projecting, etc.
This area for all type of signs other than Window or Sandwich Board.
(Use separate block for each type or different size)

TYPE: Mural	TYPE:____	TYPE:____	TYPE:____
Sq. Ft. 8' x 55' = 440' sq	Sq. Ft.____	Sq. Ft.____	Sq. Ft.____
Ground Height: 10'	Ground Height:____	Ground Height:____	Ground Height:____
Lighted: Y__ N__	Lighted: Y__ N__	Lighted: Y__ N__	Lighted: Y__ N__
Quantity: 1	Quantity:____	Quantity:____	Quantity:____

Window Signs Limited in area to 25% of window area or 25 Sq. ft., whichever is less.		*Historic District Signs **that require a "Hold Harmless Agreement"*
Exist. Window____Sq. Ft.	Exist. Window____Sq. Ft.	Projecting: Y___ N___ Quantity: ____
Proposed Sign:____Sq. Ft.	Proposed Sign:____Sq. Ft.	Sandwich Board Sign located in R-O-W: Y___ N___
Lighted: Y__ N__	Lighted: Y__ N__	If you answered yes to either of these questions, a Hold Harmless Agreement is required to be submitted.
Quantity:____	Quantity:____	

SIGN PERMIT APPLICATION

TOWN OF FRONT ROYAL, VIRGINIA

THE FOLLOWING INORMATION IS **REQUIRED** AND SHALL BE PROVIDED BY THE APPLICANT IN EITHER WRITTEN OR GRAPHIC FORM: *(ATTACH ADDITIONAL SHEETS AS NECESSARY)*

- Position of the sign(s) in relation to property lines, buildings, sidewalks, streets and intersections.
- Type of sign(s) and general description of structural design and construction materials to be used.
- Purpose of the proposed sign(s).
- Drawings of the proposed sign(s) which shall contain specifications indicating the height, perimeter and area dimensions, means of support, method of illumination, colors and any other significant aspect of the proposed sign(s).
- Size and placement of all existing signs to remain on the property.
- Any other information requested by the Director in order to carry out the purpose and intent of the Sign Ordinance of the Town of Front Royal.

SKETCH/ COMMENT AREA

See attached drawing

NOTICE: Incomplete or illegible applications will not be accepted for review.

[1]**Signature of Applicant:** [signature] **Date:** 9/29/25

Name of Lot Owner (PRINTED): Christopher J. O'Donnell, CJMWO Family, LLC

Signature of Lot Owner: [signature] **Date:** 9/25/25

By the submission of this application, permission is hereby granted to Town Officials and employees to enter upon the subject property during reasonable hours for purposes related to the review of this application.

[1]Applicant will be the designated contact person for this permit application.

FOR TOWN STAFF USE ONLY

PERMIT FEES: ☐**PERMANENT SIGN -- $75.00** ☐**ENTRANCE CORRIDOR -- $250.00**

☐**RELOCATION OF APPROVED SIGN -- $50.00** ☐**TEMPORARY SIGN -- $50.00**

****NON-PROFIT – 25% FEE REDUCTION OF REGULAR FEE**

****All items requiring zoning approval that has started prior to obtaining necessary permits – Regular Fee Doubled.**

PERMITTED USE: ☐By Right ☐Planning Commission Approval

☐BAR Certificate of Appropriateness (If located in the Historic District)

Form of Payment: ____________ Date Paid: ____________

COUNCIL REGULAR WORK SESSION
AGENDA STATEMENT

Meeting Date: December 1, 2025 **Item: 4.**E

Agenda Item: Request for Water and Sewer in the Route 340/522 Corridor for Industrial Use from 444 Baugh, LLC on Baugh Drive.

Summary: The Town has received a joint request from Warren County and 444 Baugh, LLC for water and sewer service within the Route 340/522 Corridor. The property consists of approximately 71.0859 acres identified as Tax Map 12G--2-1--10A and located on the east side of Baugh Drive.

The attached applications and preliminary plans propose three (3) buildings for light general industrial/warehouse. The proposed connections and usage can be defined below.

	BUILDING 1	BUILDING 2	BUILDING 3	TOTAL
Building Sq. Ft.	328,600	261,600	99,000	**689,200**
Gallons per Day (GPD)	9,900	7,950	3,000	**20,850**
Employees	330	265	100	**695**
Water Line (Inches)	2.0	1.5	1.5	
Fire Line (Inches)	8.0	8.0	6.0	

Budget/Funding: N/A

Staff Recommendation: Council is to consider an out-of-town utility connection for industrial use**.**

COUNTY OF WARREN

County Administrator's Office
Warren County Government Center
220 North Commerce Avenue, Suite 100
Front Royal, Virginia 22630
Phone: (540) 636-4600
Email: BNGotshall@warrencountyva.gov

Bradley N. Gotshall
County Administrator

MEMORANDUM

TO: Chase Lenz, Zoning Administrator

FROM: Zach Henderson, Deputy Clerk of the Board

SUBJECT: Authorization for Out-of-Town Utility Connection Applications to Front Royal Town Council - 444 Baugh Drive (3 Buildings)

DATE: 10/22/2025

The Board of Supervisors, at its meeting on October 21st, 2025, requested that the Town of Front Royal provide water and sewer service to the property identified on tax map 12G, section 2, block 1, as parcel 10A.

APPLICATION FOR OUT-OF-TOWN UTILITY CONNECTION

Town of Front Royal
Public Works
800 Crosby Rd – PO Box 1560
Front Royal VA 22630
(540) 635-7819 (O) • (540) 635-8973 (F)
www.frontroyalva.com

Application Date: Sept 28 2025
Owner(s) / Applicant(s) Full Name: Luke Pullman c/o 444 Baugh, LLC
Mailing Address: 49 Riverside Ave.
City/State/Zip: Westport, CT 06880
Daytime Phone: 203-454-8700 Email:
Property Address/Lot #: BUILDING #1 TAX MAP: 12G, Sec 2, Blk 1, parcel 10A.

IF RESIDENTIAL:

Type of Unit: ☐ Single Family ☐ Townhouse ☐ Duplex/Multi Family

IF COMMERCIAL or INDUSTRIAL:

Type of Business: LIGHT GENERAL INDUSTRIAL / WAREHOUSE (BLDG #1)
Number of Employees: 330 Hours of Operation: 0700-1800
Estimated Usage: 9,900 gallons per day

ALL APPLICANTS:

Number of Toilets: 28 Urinals: 12 Sinks: 32 Tubs/Showers: 12
Size of Meter (Must match water service size): 2"
Fire Suppression Required: Yes / No Meter size 8"

THIS SECTION TO BE COMPLETED BY WARREN COUNTY PLANNING DEPARTMENT

Application Approved by Board of Supervisors: See attached memo Date: 10/21/2025
Application Approved by Building Department: Date:
Application Approved by Planning Staff: Date:
Zoning Administrator ~~Director of Planning~~ Signature: Chase Lenz Date: 10/27/2025

TOWN APPROVAL PROCESS

- ✓ Approval of Connection by Town Council if applicable (Four Weeks)
- ✓ Review of Site Plans if applicable (Three Weeks per submittal)
- ✓ If Commercial–Completion of PILOT Agreement, if applicable-through Town Attorney's Office (Two Weeks)
- ✓ Payment of Applicable Fees through Finance Department (One Week)
- ✓ Developer provides and installs all equipment (pipes, valves, meters, etc.)

APPLICATION FOR OUT-OF-TOWN UTILITY CONNECTION

Town of Front Royal
Public Works
800 Crosby Rd – PO Box 1560
Front Royal VA 22630
(540) 635-7819 (O) • (540) 635-8973 (F)
www.frontroyalva.com

Application Date: 9/28/25

Owner(s) / Applicant(s) Full Name: LUKE PULLMAN c/o 444 Baugh, LLC

Mailing Address: 49 Riverside Ave.

City/State/Zip: Westport, CT 06880

Daytime Phone: 203-454-8700 Email: lpullman@hkgrp.com

Property Address/Lot #: BUILDING #2 TAX MAP: 12G, Sec 2, BlK 1, parcel 10A

IF RESIDENTIAL:

Type of Unit: ☐ Single Family ☐ Townhouse ☐ Duplex/Multi Family

IF COMMERCIAL or INDUSTRIAL:

Type of Business: LIGHT GENERAL INDUSTRIAL / WAREHOUSE (BLDG #2)

Number of Employees: 265 Hours of Operation: 0700 - 1800

Estimated Usage: 7,950 gallons per day

ALL APPLICANTS:

Number of Toilets: 21 Urinals: 8 Sinks: 27 Tubs/Showers: 8

Size of Meter (Must match water service size): 1.5"

Fire Suppression Required: Yes / No Meter size 8"

THIS SECTION TO BE COMPLETED BY WARREN COUNTY PLANNING DEPARTMENT

Application Approved by Board of Supervisors: See attached memo Date: 10/21/2025

Application Approved by Building Department: ____________ Date: ____________

Application Approved by Planning Staff: ____________ Date: ____________

Zoning Administrator ~~Director of Planning~~ Signature: Chase Lenz Date: 10/27/2025

TOWN APPROVAL PROCESS

- ✓ Approval of Connection by Town Council if applicable (Four Weeks)
- ✓ Review of Site Plans if applicable (Three Weeks per submittal)
- ✓ If Commercial–Completion of PILOT Agreement, if applicable-through Town Attorney's Office (Two Weeks)
- ✓ Payment of Applicable Fees through Finance Department (One Week)
- ✓ Developer provides and installs all equipment (pipes, valves, meters, etc.)

APPLICATION FOR OUT-OF-TOWN UTILITY CONNECTION

Town of Front Royal
Public Works
800 Crosby Rd – PO Box 1560
Front Royal VA 22630
(540) 635-7819 (O) • (540) 635-8973 (F)
www.frontroyalva.com

Application Date: 9/28/25

Owner(s) / Applicant(s) Full Name: LUKE PULLMAN c/o 444 Baugh, LLC

Mailing Address: 49 Riverside Ave.

City/State/Zip: Westport, CT 06880

Daytime Phone: 203-454-8700 Email: lpullman@hkgrp.com

Property Address/Lot #: BUILDING #3 TAX MAP: 12G, Sec.2, Blk 1, parcel 10A.

IF RESIDENTIAL:

Type of Unit: ☐ Single Family ☐ Townhouse ☐ Duplex/Multi Family

IF COMMERCIAL or INDUSTRIAL:

Type of Business: LIGHT GENERAL INDUSTRIAL / WAREHOUSE (BLDG #3)

Number of Employees: 100 Hours of Operation: 0700 - 1800

Estimated Usage: 3000 gallons per day

ALL APPLICANTS:

Number of Toilets: 10 Urinals: 2 Sinks: 12 Tubs/Showers: 4

Size of Meter (Must match water service size): 1.5"

Fire Suppression Required: Yes / No Meter size 6"

THIS SECTION TO BE COMPLETED BY WARREN COUNTY PLANNING DEPARTMENT

Application Approved by Board of Supervisors: See attached memo Date: 10/21/2025

Application Approved by Building Department: ______ Date: ______

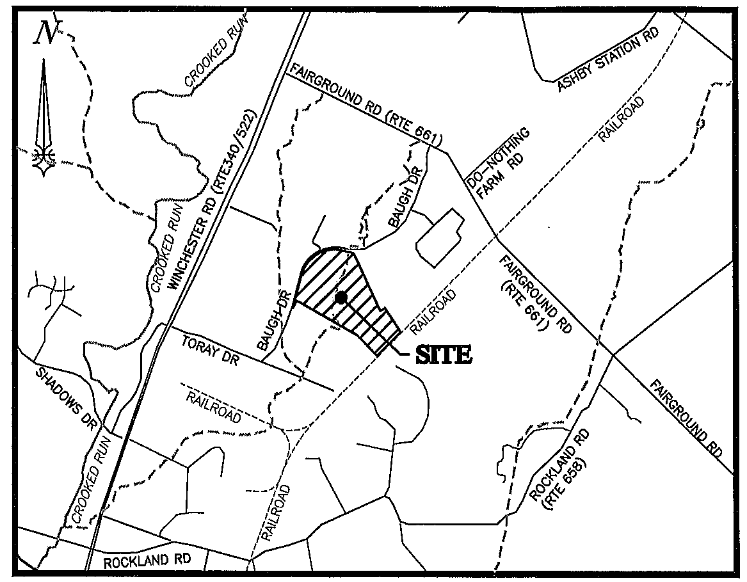
Application Approved by Planning Staff: ______ Date: ______

Zoning Administrator ~~Director of Planning~~ Signature: Chase Lenz Date: 10/27/2025

TOWN APPROVAL PROCESS

- ✓ Approval of Connection by Town Council if applicable (Four Weeks)
- ✓ Review of Site Plans if applicable (Three Weeks per submittal)
- ✓ If Commercial–Completion of PILOT Agreement, if applicable-through Town Attorney's Office (Two Weeks)
- ✓ Payment of Applicable Fees through Finance Department (One Week)
- ✓ Developer provides and installs all equipment (pipes, valves, meters, etc.)

I-66 COMMERCE CENTER
AT
BAUGH DRIVE
NORTH RIVER-COUNTY DISTRICT
WARREN COUNTY, VIRGINIA
PRELIMINARY/CONCEPT PLAN



VICINITY MAP SCALE: 1" = 2000'

COMMONWEALTH OF VIRGINIA
M.M. MILLS III
LIC. No. 19880
PROFESSIONAL ENGINEER

SITE DETAILS
TAX MAP #(S)
PARCEL #(S)
INST. #: 57
ADDRESS 444 BAUGH DRIVE
FRONT ROYAL, VIRGINIA 22630
ZONING: INDUSTRIAL
REZONING: NONE
LAND USE: PRESENT: VACANT, PROPOSED: WAREHOUSE/INDUSTRIAL
SETBACKS: BAUGH DRIVE/RTE 702 FRONTAGE:
50' BUILDING SETBACK (LANDSCAPING 10')
5' PARKING SETBACK
ADJACENT SIDE/REAR YARD:
15' BUILDING SETBACK
5' PARKING SETBACK
PROJECT AREA: 71.0859 AC
TOTAL LOD AREA: TBD AC
FLOOR AREA RATIO (FAR): 689,200 SF / 3,096,501 SF = 0.22

PARKING INFO: WHOLESALE BUSINESS, STORE, OR WAREHOUSE
-WAREHOUSE (USING 1/2,000 SF) = 0
SPACES REQD.
0 HC SPACES
0 TOTAL SPACES

BUILDING DETAILS
USE: INDUSTRIAL
HEIGHT: 1 STORY
SQUARE FOOTAGE: 3 BUILDINGS (328,600 SF, 261,600 SF, 99,000 SF) = 689,200 SF TOTAL

MISCELLANEOUS DETAILS
UTILITIES

	YES	NO
COUNTY WATER	X	
COUNTY SEWER	X	

SPECIAL FLOOD HAZARD AREA INFORMATION
SPECIAL FLOOD HAZARD AREA (FLOODPLAIN)
YES ☐ NO ☒
TRAFFIC DATA (PER ITE 11th EDITION)

APPROXIMATE MATERIALS QUANTITIES
WATER (PUBLIC)
WATER (PRIVATE)
SANITARY SEWER (PUBLIC)
SANITARY SEWER (PRIVATE)

EROSION AND SEDIMENT CONTROL MEASURES
QUANTITIES (FOR COUNTY USE ONLY)

LIMITS OF DISTURBANCE (LOD)	0 AC
CONSTRUCTION ENTRANCE	0 EA
SILT FENCE	0 LF
SUPER SILT FENCE	0 LF
TREE PROTECTION	0 LF
WETLAND PROTECTION	0 LF
INLET PROTECTION	0 EA
RIPRAP	0 CY
SEDIMENT BASIN	0 CY
BAFFLES	0 LF
STOCKPILE	0 CY
TEMPORARY SEEDING	0 AC
PERMANENT SEEDING	0 AC

MISS UTILITY
CALL BEFORE YOU DIG
BEFORE YOU DIG CALL
811
GIVE THREE WORKING DAYS NOTICE
PROTECT YOURSELF

LEGEND

PROPOSED		EXISTING	
	PROPERTY LINE		PAVEMENT
	CULVERT OR STORM SEWER PIPE		PROPERTY LINE
	DRAINAGE STRUCTURE NUMBER	SAN.	SANITARY SEWER
SMH-# SAN.	SANITARY (SAN) SEWER	WATER	WATER LINE
8"WATER	WATER LINE	OHE	POWER LINE
174	FINISHED GRADE CONTOUR ELEVATION	UGT	TELEPHONE LINE (U DENOTES UNDERGROUND, OH DENOTES OVERHEAD)
EP	EDGE OF PAVEMENT GRADE	G	GAS LINE
TC	TOP OF CURB GRADE		CULVERT OR STORM SEWER PIPE
FL	FLOW LINE GRADE		FIRE HYDRANT
P	PAVEMENT GRADE		BENCH MARK LOCATION
C	CONCRETE GRADE	174	EXISTING CONTOUR ELEVATION

12 TH ORDER HYDROLOGIC CODES (HUCs):
HUC 020700070101 – PS79-CROOKED RUN

SWM NOTES:
THE STORMWATER PLAN FOR THIS PROJECT IS SUBJECT TO PART IIB TECHNICAL REQUIREMENTS AND COVERED BY GENERAL PERMIT NUMBER ____________.
THE DISTURBED AREA FOR THIS PROJECT TOTAL .

CONTRACTOR SHALL COMPLY WITH THE VIRGINIA STORM WATER MANAGEMENT PERMIT. A STORM WATER POLLUTION PREVENTION PLAN WILL BE PROVIDED WITH THIS PLAN AND SHALL BE IMPLEMENTED BY THE CONTRACTOR FOR THIS CONSTRUCTION ACTIVITY.

RESPONSIBLE LAND DISTURBER:
NAME: REG. NO. :

PLAN REVISIONS –
SHEET C0.00
SCALE N/A
I-66 COMMERCE CENTER
FRONT ROYAL CONCEPT PLAN
WARREN COUNTY, VIRGINIA
COVER SHEET
DATE: 08/25
ENGINEER: JLR
CHECKED: JPK
CAD: PCP
JOB#: 25205

RK&K
P: 804.782.1903
2100 E. Cary St. Suite 309 | Richmond, VA 23223
www.rkk.com
Engineers | Construction Managers | Planners | Scientists
Responsive People | Creative Solutions

\\cd.rkk.com\fs\Cloud\Projects\2025\25205_I66LingCo\CADD\Working\25205_Concept_Plan.dwg/ 9/4/2025 9:44:08 AM by ----

SURVEYOR: MARSH & LEGGE LAND SURVEYORS
560 NORTH LOUDOUN ST.
WINCHESTER, VA 22601

PHONE NO.: (540)667-0468
FAX NO.: (540)667-0469
E-MAIL: office@marshandlegge.com
ATTN.: SCOTT MARSH

TOPOGRAPHIC INFORMATION: GIS
TOPOGRAPHY INTERVAL: 2 FOOT

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 60°21'22" E	123.76'
L2	N 73°26'18" W	82.18'
L3	S 65°04'09" E	88.76'

CURVE TABLE

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA	TANGENT
C1	4530.00'	123.60'	123.59'	N 14°53'29" E	01°33'48"	61.80'
C2	840.00'	1140.60'	1054.97'	N 53°00'33" E	77°47'57"	677.79'

I-66 COMMERCE CENTER
FRONT ROYAL CONCEPT PLAN
WARREN COUNTY, VIRGINIA

EXISTING CONDITIONS

DATE: 08/25
ENGINEER: JLR
CHECKED: JPK
CAD: PCP
JOB#: 25205

SHEET C1.00
SCALE 1"=100'
PLAN REVISIONS –

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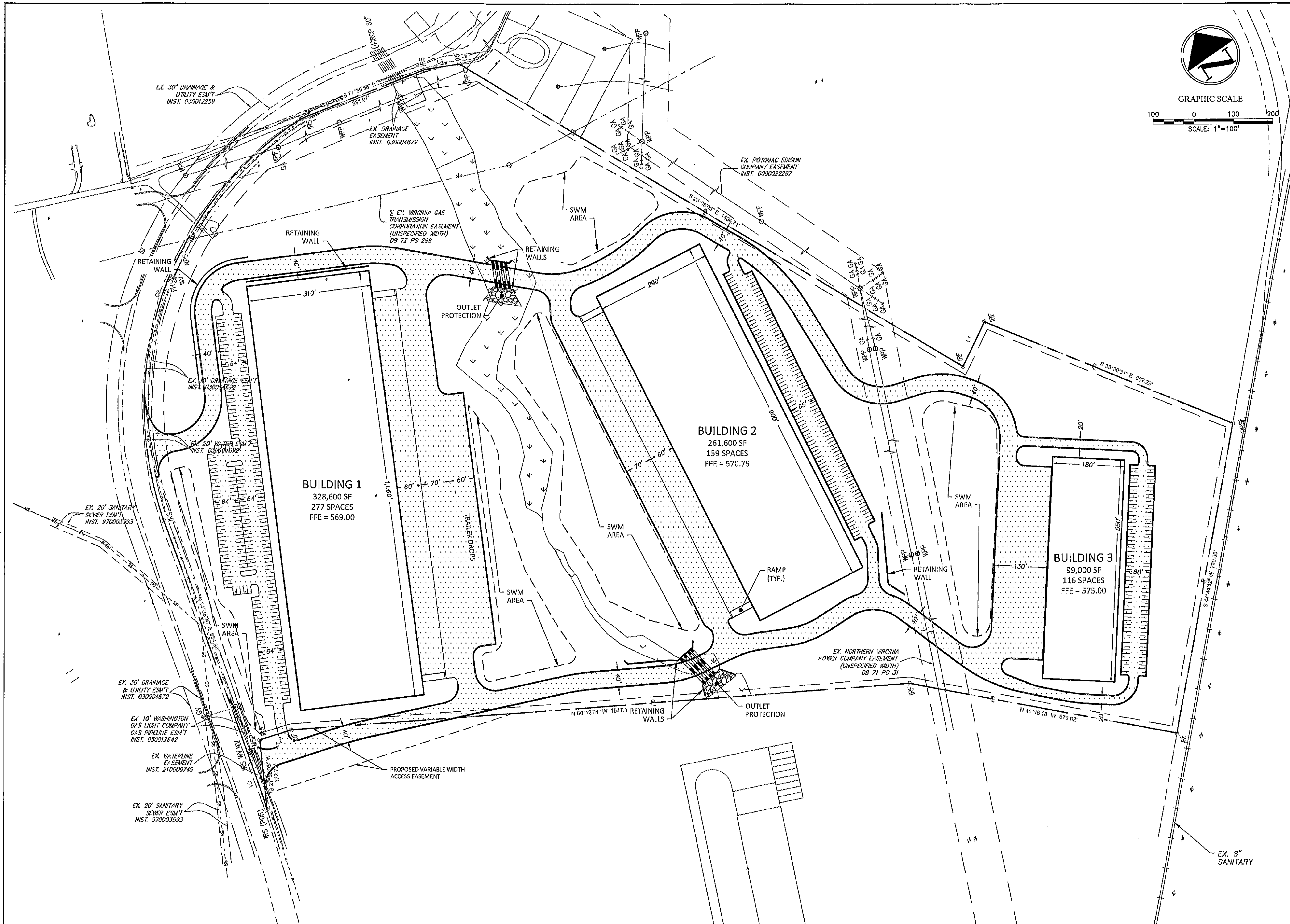

PLAN REVISIONS –	
SHEET	C2.00
SCALE	1"=100'

I-66 COMMERCE CENTER
FRONT ROYAL CONCEPT PLAN
WARREN COUNTY, VIRGINIA

CONCEPTUAL LAYOUT PLAN

DATE:	08/25
ENGINEER:	AR
CHECKED:	MMM
CAD:	PCP
JOB#:	25205

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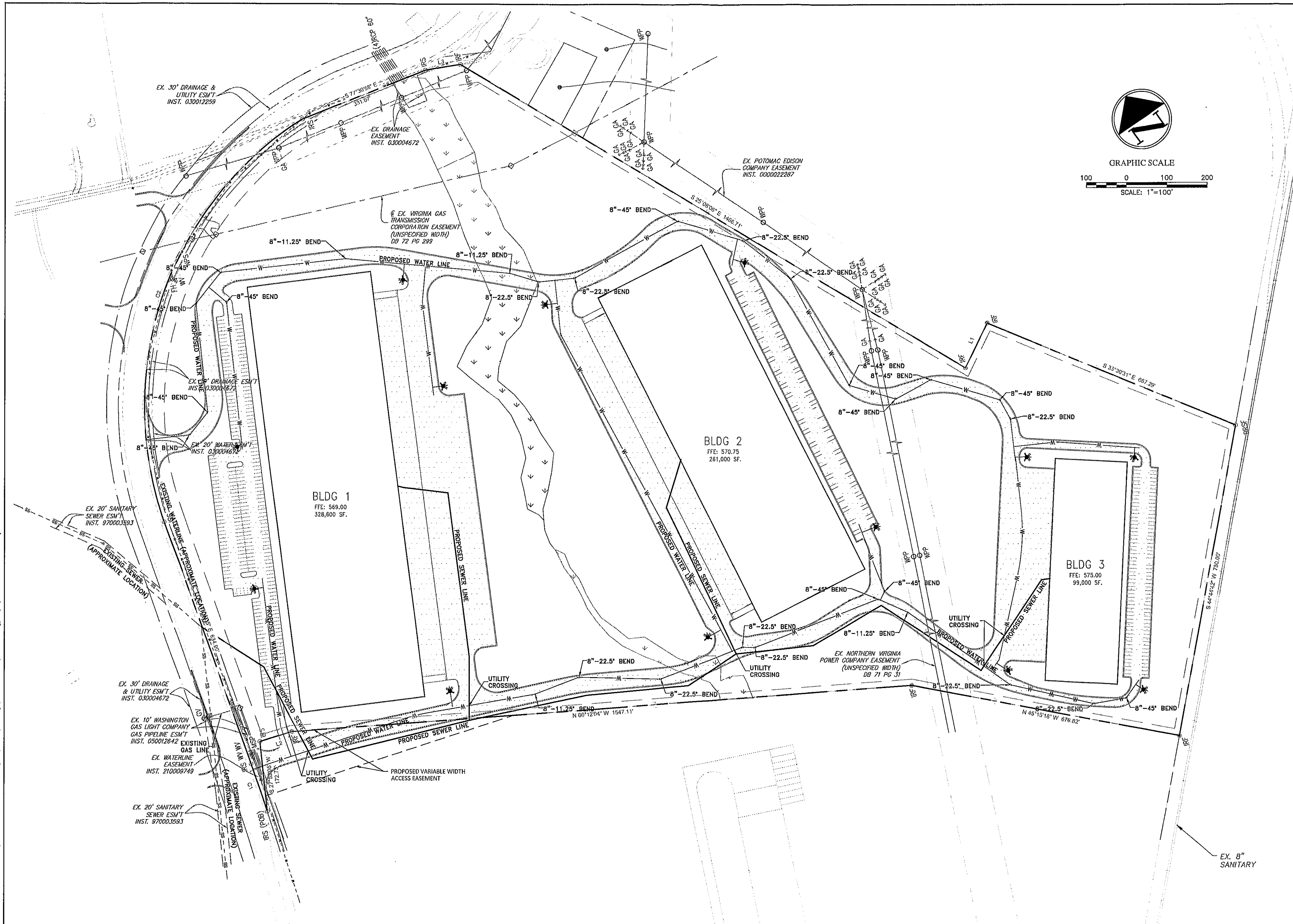

PLAN REVISIONS –

SHEET	C4.00
SCALE	1"=100'

I-66 COMMERCE CENTER
FRONT ROYAL CONCEPT PLAN
WARREN COUNTY, VIRGINIA

CONCEPTUAL UTILITY PLAN

DATE:	08/25
ENGINEER:	JLR
CHECKED:	JPK
CAD:	PCP
JOB#:	25205

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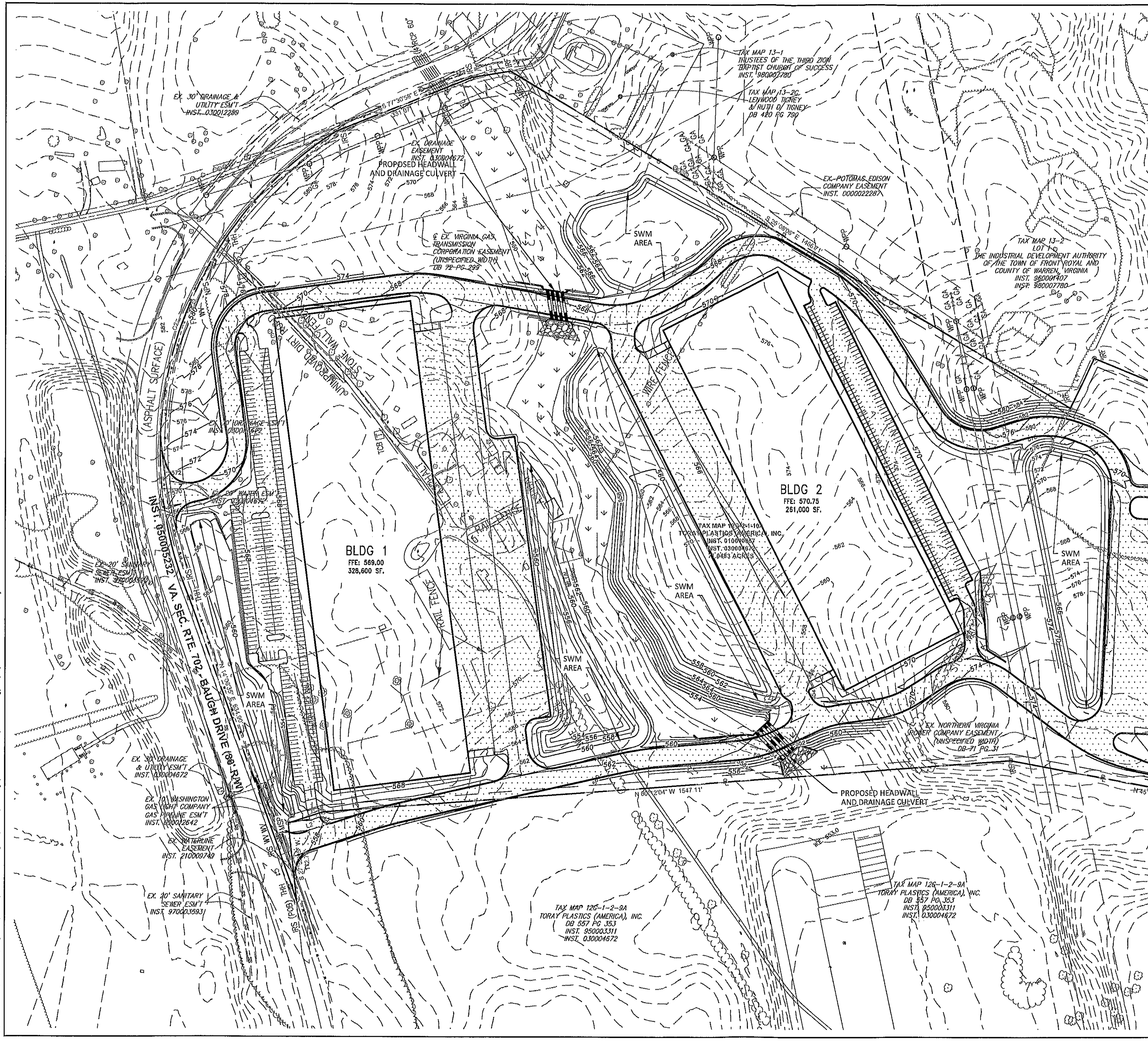

I-66 COMMERCE CENTER
FRONT ROYAL CONCEPT PLAN

WARREN COUNTY, VIRGINIA

CONCEPTUAL GRADING PLAN

DATE:	08/25
ENGINEER:	AR
CHECKED:	MMM
CAD:	PCP
JOB#:	25205

SHEET C3.00

SCALE 1"=100'

PLAN REVISIONS –

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COUNCIL REGULAR WORK SESSION
AGENDA STATEMENT

Meeting Date: December 1, 2025 **Item: 4.**F

Agenda Item: Amendments to the Town of Front Royal Policy – Vacation of Public Rights-of-Ways

Summary: The Town of Front Royal will from time-to-time received requests to vacate and sell public rights-of-ways. The current policy is from 2000 and have been amended three times in the past 25 years. The document refers to the process to conduct the vacation and conveyance, with the sale price being negotiated with the applicant. To create a fair and unbiased approach to determining the fair market value of the subject property, the draft amendments shall define the guidelines to determine the price per square foot.

Budget/Funding: N/A

Staff Recommendation: Staff recommends approval of the amendments to the Town of Front Royal Policy – Vacation of Public Rights-of-Ways as presented.

TOWN OF FRONT ROYAL POLICY

VACATION OF PUBLIC RIGHTS-OF-WAYS

The Town's public rights-of-way are subject to local control and the jurisdiction of Council pursuant to §15.2-2000 Code of Virginia. Pursuant to §15.2-2001 Code of Virginia, Council's power and authority over the Town's public rights-of-way and other public places shall be the same, regardless of whether the public right-of-way has been expressly or impliedly dedicated to public use, has been conveyed to the Town by deed, or has been acquired by any other means.

All real property owned in whole or in part by the Town of Front Royal ("Town") shall be under the general control and supervision of the Town Council ("Council"). Council may sell, lease, hold, manage, and control such property as its interests may require pursuant to Town Charter Chapter §1.1, §15.2-1800 Code of Virginia and **Town Code 4-34.**

~~The Town's public rights-of-way are subject to local control and the jurisdiction of Council pursuant to §15.2-2000 Code of Virginia. Council's power and authority over the Town's public rights-of-way and other public places shall be the same, regardless of whether the public right-of-way has been expressly or impliedly dedicated to public use, has been conveyed to the Town by deed, or has been acquired by any other means pursuant to §15.2-2001 Code of Virginia.~~

PROCEDURE FOR ALTERATION OR VACATION OF RIGHTS-OF-WAY

The Town's public rights-of-ways may be **altered or vacated on motion of Town Council, or on application of any person** ~~be vacated~~ through an application process outlined below:

1. Application. The applicant completes an application accompanied by a current plat of the proposed vacation to the Planning Director or designee. Applications are available on the Town's website or in the Planning/Zoning Office located in Town Hall, 102 E. Main Street.
2. Research. Upon receipt of the completed application, the Planning Department will research the request to determine how the Town acquired the right-of-way. The research shall not take longer than thirty (30) calendar days unless a title exam is needed as determined by the Planning Director, in which case a reasonable additional time will be allowed. Any required examination of title is at the applicant's expense.
3. Staff Comments/Concerns. While the research is being conducted the Planning Director or designee shall notify the departments of Public Works and Energy Services of the proposed requested vacation. The departments, including the Planning Director or designee shall prepare written comments and/or concerns **regarding the requested alteration or vacation** ~~with the application~~.
4. Vacation of interests granted to the Town as a condition of site plan approval, pursuant to Virginia Code §15.2-2270.
    A. Vacation of interests granted to the Town as a condition of site plan approval may be vacated, prior to the sale of any lot, according to either of the following methods:

    i. By an executed and acknowledge written instrument of the owner of the land which has been or is to be developed in accordance with the site plan, declaring the interest to be vacated, provided the Town consents to the vacation.

    ii. By ordinance of Council in which the subject of approved site plan lies, provided that no interest shall be vacated in an area in which facilities have been constructed pursuant to §15.2-2270 Code of Virginia.

  B. Vacation of Plat after Sale of Lot. In cases where any lot has been sold, the plat or part thereof may be vacated according to either of the following methods:

    i. By instrument in writing agreeing to the vacation signed by all the owners of lots shown on the plat and signed on behalf of the Town in which the land shown on the plat or part thereof to be vacated lies for the purpose of showing the approval of the vacation.

    ii. By ordinance of the Council in which the land shown on the plat or part thereof to be vacated lies on motion of one of its members or on application of any interested person. The ordinance shall not be adopted until after notice has been give as required by §15.2-2204. The notice shall clearly describe the plat or portion thereof to be vacated and state the time and place of the meeting of the governing body at which the adoption of the ordinance will be voted upon. Any person may appear at the meeting for the purpose of objecting to the adoption of the ordinance.

  C. Effect of Vacation. The recordation of the instrument shall operate to destroy the force and effect of the recording of the plat or part thereof so vacated, and to vest fee simple title to the to the centerline of any streets, alleys or easement for public passage so vacated in the owners of abutting lots free and clear of any rights of the public or other owners of lots shown on the plat, but subject to the rights of the owners of any public utility installations which have been previously erected therein. If any street, alley or easement for public passage is located on the periphery of the plat, the title for the entire width thereof shall vest in the abutting lot owners. The fee simple title to any portion of the plat so vacated as was set apart for other public use shall be revested in the owners, if any, who signed the statement required by Virginia Code §15.2-2264 free and clear of any rights of public use in the same.

5. Vacation of interests acquired by the Town other than as a condition of site plan approval, pursuant to Virginia Code §15.2-2006

  A. Application is forwarded to the Town Manager's Office for continuation of the vacation of rights-of-way process outlined ~~in paragraphs 5-8,~~ below.

    i. Work Session. Town Manager places the application on the next Town Council Work Session for staff to provide Council with an overview of the application.

    ii. 1st Public Hearing. The Clerk of Council or designee shall advertise a notice of public hearing and shall notify the abutting property owner(s) of the public hearing. The applicant shall reimburse the Town for the costs of the public hearing advertisements and certified letters pursuant to §15.2-2006 Code of Virginia. Following the public hearing, Council may deny the application, may postpone action and appoint three (3) to five (5) viewers to view the public way and report any inconvenience that would result from granting application, or may **approve the application** and pursue the sale of the property pursuant to §15.2-2008 Code of Virginia. **Council may, as a condition to a vacation or abandonment, require the fractional portion of its public rights-of-way and easements to be purchased by any abutting property owner(s). If an applicant requests a vacation to accommodate the expansion or development of an existing or proposed business, the Council may condition the vacation upon the commencement of the expansion or development within a specified period of time. Failing to commence within such time may render the vacation, at the option of Council, void, pursuant to §15.2-2006 Code of Virginia.**

iii. 2nd Public Hearing. If Council **conditions** ~~elects to condition~~ the vacation of rights-of-way on the sale **of fractional portions of** the property to abutting property owners pursuant to §15.2-2008 and §15.2-1800, Council shall hold a second public hearing before approving the vacation and the sale of the property to abutting property owner(s) at a previously negotiated price. Council may hold a closed meeting pursuant to §2.2-3711(A)(3) Code of Virginia to consider the negotiated sale price(s) prior to the 2nd Public Hearing. **Pursuant to Virginia Code §15.2-2008, the sale price shall be no greater than the property's fair market value or its contributory value to the abutting property, whichever is greater, or the amount agreed to by the parties. The fair market value shall be determined by the average price per square foot for all abutting properties, and the sale price will then be calculated by the total area of land to be purchased. No such vacation shall be concluded until the agreed price has been paid. If any abutting property owner does not pay for such owner's fractional portion within one year, or other time period made a condition of the vacation, then the conditional vacation shall be void.**

  1. ~~If an applicant requests a vacation to accommodate the expansion or development of an existing or proposed business, the Council may condition the vacation upon the commencement of the expansion or development within a specified period of time. Failing to commence within such time may render the vacation, at the option of Council, void, pursuant to §15.2-2006 Code of Virginia.~~

iv. Execution/Recording. Upon final approval by Council **of a sale of factional portions of the property to abutting property owner(s) pursuant to a conditional vacation ordinance under 5**, above, the Town Attorney shall cause a certified copy of the ordinance of vacation to be recorded as deeds are recorded. A conditional vacation shall not be recorded until the condition has been met pursuant to §15.2-2006 Code of Virginia.

This Policy shall be approved by the Town Council initially and amendments made administratively and approved by the Town Manager as state code and internal procedures change.

Council Approval – June 12, 2000

Council Approval – September 28, 2020

Council Approval – October 24, 2022

Town Manager Approved – January 9, 2023

<u>Council Approval – [DATE]</u>

COUNCIL REGULAR WORK SESSION
AGENDA STATEMENT

Meeting Date: December 1, 2025 **Item: 4.G**

Agenda Item: Progress Updates regarding the zoning text amendments to Town Code defining Data Centers and to add Data Centers with Performance Standards by Special Use Permit

Summary: On Monday, October 6, 2025, Town Council held a work session to discuss zoning text amendments related to data center development. The Planning Commission previously held two work sessions to review the proposed text amendments 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.

At the October 6th Town Council Work Session, it was recommended to inquire about contracting legal services to review the draft amendments for compliance with Virginia Code, industry standards, and zoning practices for the health, safety, and welfare of the community. The Town has been in communication with multiple firms located in the Commonwealth, and unfortunately, due to conflicts of interest we have been unsuccessful in finding legal services.

Budget/Funding: N/A

Staff Recommendation: Council is to consider advertising the current draft amendments for a public hearing in January 2026, or refer the item back to the Planning Commission for further review.