



TOWN COUNCIL REGULAR MEETING

Monday, April 27, 2026 @ 7:00pm

Warren County Government Center

View LIVE on Government Access Channel 16 or <https://www.frontroyalva.com/673/Town-Hall-Live>

1. MOMENT OF SILENCE
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL

4. **APPROVAL OF MINUTES** – *I move that Council approve the minutes of March 23, 2026 Meeting, April 6, 2026 Work Session and April 13, 2026 Work Session, as presented.*

5. **ADDITION/DELETION OF ITEMS FROM THE AGENDA (REQUIRES UNANIMOUS VOTE) AND/OR REVISION TO ORDER OF BUSINESS (REQUIRES MAJORITY VOTE)**

6. **RECOGNITIONS/AWARDS/REPORTS/PRESENTATIONS**

- A. Award of Town Scholarships
- B. Recognitions – Robbie Boyer
 - * Lena Fugatt Obtaining Class 1 Wastewater Operators License
 - * Introduction of Town Engineer Nick Bass
- C. Proclamation for National Police Week
- D. Proclamation for National Public Works Week
- E. Proclamation for Professional Municipal Clerks Week
- F. Planning Commission Report from Chairman Allen Neel
- G. Board of Zoning Appeals (BZA) Report from Chairman Cody Taylor

7. **PUBLIC HEARINGS**

- A. Consider Real Property and Personal Property Tax Rates for FY2026-2027 and Ordinance Amendment to Chapter 75-44
- B. Ordinance Amendment to Chapters 12 & 134 Pertaining to Septic Haul Waste Rate and Water/Sewer Rates
- C. Ordinance Amendment to Chapter 4 Pertaining to Meetings, Required Training, Public Records and Designation of Records and FOIA Officers

8. **PUBLIC COMMENTS NOT RELATED TO PUBLIC HEARINGS**

9. **REPORTS**

- A. Report of Town Manager
- B. Report of Councilmembers
- C. Report of the Mayor

10. **CONSENT AGENDA ITEMS**

- A. Purchase of Replacement Pickup for Water Plant
- B. Purchase of 3D Laser Scanner Software & Equipment Package for Police Department
- C. Award of a Task Order for 2026 Sanitary Sewer System Inspections
- D. Extra Work Authorization to Continue Permanent Flow Monitoring Services
- E. Award of a Task Order for Sanitary Sewer Hydraulic Model Development
- F. FY26 Budget Amendment to Receive Funds for Repairs of Street Maintenance Building
- G. FY26 Budget Amendment for Sale of Tub Grinder
- H. 2026 VML Policy Committee Nominations
- I. Board of Zoning Appeals (BZA) Member Recommendation
- J. Memorandum of Understanding (MOU) Between the Smithsonian Institution and the Town for Conservation, Restoration and Preservation of Town-owned Land on Remount Road to Include Sloan Creek Pond.

11. BUSINESS ITEMS

- A. Resolution Authorizing Execution of the 2026 Power Pool Participant Schedule with AMP
- B. Repeal Ordinance Adopted February 2, 2026 Approving to Vacate 12,914 Square Feet of an Unimproved Street Located Between 218 E. 4th Street and Norfolk Southern Railway Company
- C. Repeal Ordinance Adopted February 2, 2026 Approving to Vacate 14,188 Square Feet of an Unimproved Street Located Between 5th Street and Norfolk Southern Railway Company.
- D. Repeal Ordinance Adopted February 2, 2026 Approving to Vacate 14,442 Square Feet of a Unimproved Street Located Between 412 North Commerce Avenue and Norfolk Southern Railway company.

12. CLOSED MEETING

13. ADJOURN



Moment of Silence

Pledge was led by Bryson Showers

ROLL CALL BY CLERK OF COUNCIL

PRESENT: Mayor Lori A. Cockrell
Councilwoman Melissa DeDomenico-Payne
Councilman Joshua L. Ingram
Councilman H. Bruce Rappaport
Councilman R. Wayne Sealock
Councilman Glenn E. Wood

ABSENT: Vice Mayor Amber F. Veitenthal

OTHERS PRESENT: Town Manager Joseph W. Petty
Town Attorney George M. Sonnett, Jr.
Clerk of Council Tina L. Presley
Deputy Clerk of Council Hillary Wilfong

APPROVAL OF MINUTES

Councilman Ingram moved, seconded by Councilman Sealock, that Council approve the minutes of the February 23, 2026 Regular Meeting, March 2, 2026 Work Session, and March 9, 2026 Regular Meeting as presented.

Vote: Yes – Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock

No – None

Absent – Vice Mayor Veitenthal

Abstain – None

ROLL CALL

ADDITION/DELETION OF ITEMS FROM THE AGENDA OR REVISION TO ORDER OF BUSINESS- None.

RECOGNITIONS/AWARDS/REPORTS

Mayor Cockrell read proclamations recognizing the following:

- Zuckerman Metals, Inc., for over 87 years as a family-owned business
- Rotary Club of Front Royal, celebrating 100 years of service
- Arbor Day in the Town of Front Royal
- National Public Safety Telecommunicators Week
- Administrative Professionals Day

The Mayor and Council congratulated and applauded the recipients.

PUBLIC HEARINGS

Special Use Permit (SUP) Application Submitted by Veronica Tello to Allow a Short-Term Rental at 214 Lee Street. Council considered a Special Use Permit (SUP) application submitted by Veronica Tello to allow a short-term rental at 214 Lee Street (Tax Map 20A7-4-93), zoned R-3 and located within the Historic Overlay District. The proposal included rental of the entire dwelling (four bedrooms) with a maximum of ten occupants and three off-street parking spaces. The Planning Commission recommended approval with no conditions.

Ms. Tello addressed Council regarding property management, noting a property manager would oversee operations, and security cameras would monitor the exterior.

Mayor Cockrell opened the public hearing.

- **Joanne Harding, 218 Lee Street**, spoke in opposition, citing concerns regarding the property's location within the historic district, limited parking, and the close proximity of homes contributing to potential noise and disruption.



She also expressed concern regarding increased turnover of occupants, the concentration of short-term rentals in the area, and potential impacts to neighborhood cohesion and long-term housing availability.

Mayor Cockrell closed the public hearing.

Councilman Wood moved, seconded by Councilman Rappaport, to deny a Special Use Permit for a short-term rental at 214 Lee Street.

Councilmembers discussed impacts on long-term housing availability, owner occupancy concerns, enforcement, and neighborhood compatibility.

Vote: Yes – Councilmembers Rappaport, Wood

No – Councilmembers DeDomenico-Payne, Ingram, Sealock

Absent – Vice Mayor Veitenthal

Abstain – None

ROLL CALL: Vote to deny failed.

In accordance with Town Code §175-1(B), Councilwoman De-Domenico-Payne moved, seconded by Councilman Ingram, to approve a Special Use Permit (SUP) to allow a short-term rental at 214 Lee Street, identified by Tax Map 20A7-4-93.

Vote: Yes – Councilmembers DeDomenico-Payne, Ingram, Sealock

No – Councilmembers Rappaport, Wood

Absent – Vice Mayor Veitenthal

Abstain – None

ROLL CALL: To Approve

Special Use Permit (SUP) Application Submitted by Property Connection LLC, to Allow an Automobile Parking Lot, Commercial Tow Yard on a Vacant Lot on Kibler Street.

Council considered a Special Use Permit application submitted by Property Connection LLC to allow an automobile parking lot/commercial tow yard (Tax Map 20A4-4-4-5), zoned C-1 and located within the FEMA floodway. The Planning Commission recommended approval with conditions.

Mayor Cockrell opened the public hearing and, there being no speakers, closed the public hearing.

In furtherance of the purposes and objectives contained in Town Code §175-1(B), Councilman Ingram moved, seconded by Councilman Wood, that Council approve a Special Use Permit (SUP) to allow an automobile parking lot, commercial tow yard on a vacant lot on Kibler Street identified by Tax Map 20A4-4-4-5 with the following conditions:

1. The Vehicle Storage Facility shall be fully enclosed by commercial grade fence which does not restrict the flow of water and is at least six feet (6') tall;
2. The north, west, and south sides of the lot shall be screened to obstruct view from adjacent properties and the public street with an evergreen hedge at least six feet (6') in height;
3. The Vehicle Storage Facility shall have a graveled or paved surface;
4. Wrecked or damaged vehicles shall not remain on site for a period longer than forty-eight (48) hours upon arrival;
5. The applicant shall submit a management plan for removing all vehicles from the property in the event of a flood.

Substitute Motion

In furtherance of the purposes and objectives contained in Town Code §175-1(B), Councilman Rappaport moved, seconded by Councilman Wood, that Council approve a Special Use Permit (SUP) to allow an automobile parking lot, commercial tow yard on a vacant lot on Kibler Street identified by Tax Map 20A4-4-4-5 with the following conditions:

1. The Vehicle Storage Facility shall be fully enclosed by commercial grade fence which does not restrict the flow of water and is at least six feet (6') tall;
2. The north, west, and south sides of the lot shall be screened to obstruct view from adjacent properties and the public street with an evergreen hedge at least six feet (6') in height;



3. The Vehicle Storage Facility shall have a graveled or paved surface;
4. Wrecked or damaged vehicles shall not be allowed on site; and
5. The applicant shall submit a management plan for removing all vehicles from the property in the event of a flood.

Councilman Rappaport expressed concern regarding allowing wrecked or damaged vehicles on site, noting potential enforcement challenges and environmental impacts, including possible fluid leakage affecting nearby waterways. Mayor Cockrell clarified that vehicles may be towed or impounded for reasons other than being wrecked. Councilmembers further discussed concerns related to potential fluid leakage whether the surface is gravel or paved.

Council discussed environmental concerns, enforcement, and potential fluid leakage.

Vote: Yes – Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock

No – None

Absent – Vice Mayor Veitenthal

Abstain – None

ROLL CALL: Substitute Motion

Request by Dana Cline to Amend the Zoning Map to Reclassify Vacant Lots on Grand Avenue from R-1 to R-3.

Council considered a request by Dana Cline to rezone two vacant lots on Grand Avenue from R-1 to R-3. The Planning Commission recommended denial.

Staff presented the request and Comprehensive Plan context. Ms. Kopishke explained that the applicant requested to reclassify two vacant lots on Grand Avenue from R-1 to R-3 to allow four duplexes, though the lots could accommodate two single-family homes. The property is in the #5 Viscose City Planning Area, near amenities but with limited sidewalk connectivity. Council confirmed the proposal would result in one duplex per lot, with designs not final, and that the lots are intended for infill development.

Applicant Dana Cline emphasized that the development would be high-quality, compatible with the neighborhood, and expressed intent to remain a good neighbor regardless of Council's decision.

Mayor Cockrell opened the public hearing.

- **Dr. Nancy Lee, 214 Grand Avenue**, cited concerns regarding increased density, traffic, and setting a precedent inconsistent with the existing R-1 neighborhood character.
- **Steve Earle, 400 Grand Avenue**, expressed concerns related to neighborhood character, increased density, parking limitations, and potential impacts on property values.
- **Anne Earle, 400 Grand Avenue**, stated that current zoning should guide decision-making and raised concerns regarding precedent and maintaining neighborhood integrity.
- **Laura Gilliam, 304 Grand Avenue**, noted she purchased her property based on existing R-1 zoning and expressed concern the change would negatively impact neighborhood stability.
- **Pattie McHugh, 334 Grand Avenue**, cited concerns regarding safety, property values, neighborhood character, and precedent.
- **Trey Stanford, 314 Grand Avenue**, spoke on behalf of a resident, expressing concerns regarding preservation of neighborhood character, property values, and trust in established zoning.
- **Mary Stanford, 314 Grand Avenue**, expressed concerns regarding increased density, inconsistency with the Comprehensive Plan, and impacts to neighborhood character and property values.
- **Karissa Geen, 327 Grand Avenue**, emphasized maintaining consistency with existing zoning and alignment with the Comprehensive Plan, noting strong neighborhood opposition.
- **Derrick Green, 327 Grand Avenue**, cited the importance of maintaining neighborhood consistency and supported the Planning Commission's recommendation for denial.



- **Amanda Slate, 3762 Browntown Road**, expressed concerns regarding precedent, neighborhood character, and the lack of true housing affordability benefits.
- **Steve Young, 315 Salem Avenue**, cited concerns regarding precedent and maintaining trust in existing R-1 zoning.
- **Kevin Cuddeback, 112 Luray Avenue**, encouraged Council to consider the Comprehensive Plan and supported the Planning Commission's recommendation for denial.
- **Donald Jansen, 301 Salem Avenue**, expressed concerns regarding lot size, density, topography, and preservation of neighborhood character and quality of life.
- **Lewis Moten, 1132 Kesler Road**, stated the proposal primarily benefits the applicant and expressed concern regarding negative impacts to the surrounding neighborhood.

Mayor Cockrell closed the public hearing.

In furtherance of the purposes and objective contained in Town Code §175-1(B), Councilman Rappoport moved, seconded by Councilwoman DeDomenico-Payne, that Council deny an amendment to the zoning map to reclassify lots on Grand Avenue from R-1 to R-3

Councilman Wood asked if the rezoning would be considered spot zoning. Ms. Kopishke confirmed that only the two parcels would change to R-3, with all other properties remaining R-1. Councilman Rappoport asked if a nearby home sold to a new owner could be converted to apartments if the lots were R-3. Ms. Kopishke explained that apartments are allowed in R-3 only by special use permit and must meet minimum lot size requirements, making conversion unlikely but not impossible.

Mayor and Council thanked the public for their participation.

Vote: Yes – Councilmembers Rappoport, DeDomenico-Payne, Ingram, Wood, Sealock

No – None

Absent – Vice Mayor Veitenthal

Abstain – None

ROLL CALL

Request for a Special Exception by Monteverde Engineering & Design Studio on Behalf of Squirrel Hill LLC to Increase the Height of a Retaining Wall for Undeveloped Properties on Orchard Street

Council considered a request from Monteverde Engineering & Design Studio (on behalf of Squirrel Hill LLC) to increase the maximum retaining wall height from six (6) feet to ten (10) feet.

Ms. Kopishke explained that the applicant requested to increase the maximum allowable wall height on undeveloped Orchard Street properties from six to ten feet. Town Attorney Mr. Sonnet clarified that the request falls under the subdivision ordinance, not the zoning ordinance, and is considered a special exception rather than a variance or permit.

Applicant Mr. Jay McCarty stated the retaining walls are engineered and approved by licensed professionals, include proper drainage, and that the actual required height is approximately eight feet. He answered Council's questions regarding drainage.

Mayor Cockrell opened the public hearing.

- **Kevin Cuddeback, 112 Luray Avenue**, supported the project.
- **Lewis Moten, 1132 Kesler Road**, suggested incorporating aesthetic enhancements, such as murals.

Mayor Cockrell closed the public hearing.

Councilwoman DeDomenico Payne moved, seconded by Councilman Wood, that Council approve a Special Exception from Town Code §148-860-A.6. e. to increase the maximum allowable wall height (retaining wall) to ten feet, for undeveloped properties located on Orchard Street, identified by Tax Map 20A6, Section 5, Parcels 8-1, 8-2, 8-3, 8-11, and 8-12.



Vote: Yes – Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock

No – None

Absent – Vice Mayor Veitenthal

Abstain – None

ROLL CALL

A Zoning Text Amendment to Town Code Chapter 175 Pertaining to Auxiliary Dwelling Unit (ADU).

Council considered a Zoning Text Amendment to permit ADUs by-right and establish performance standards.

Mayor Cockrell opened the public hearing.

Mayor Cockrell opened the public hearing.

- **Laura Gilliam, 304 Grand Avenue**, expressed concerns regarding allowing ADUs by-right, citing potential increases in density, parking, and trash, and supported maintaining the Special Use Permit process for neighbor notification and input.
- **Kevin Cuddeback, 112 Luray Avenue**, spoke in support of the amendment, noting it allows for multi-generational living while maintaining separate spaces and emphasizing the importance of owner-occupancy requirements.
- **Lewis Moten, 1132 Kessler Road**, raised questions regarding the approval and oversight process, including enforcement, potential impacts on staff resources, and owner-occupancy requirements. He also expressed concern regarding potential increases in density.

Mayor Cockrell closed the public hearing.

In furtherance of the purpose and objective contained in Town Code §175-1(B), Councilman Ingram moved seconded by Councilwoman De-Domenico-Payne, that Council adopt a Zoning Text Amendment to Town Code §175-3- Definitions, to define the use of an “Auxiliary Dwelling Unit”; §175-11, §175-12(A), §175-18.2(A), §175-20, §175-29(A), and §175-37.3(A) to add ADU’S as a by-right use; and to establish §175-115 “Auxiliary Dwelling Unit” performance standards within the Supplementary Provisions of Town Code as presented.

Councilmembers discussed the ongoing review, noting that while not perfect, the proposal is an improvement over current conditions and helps families remain in their homes. Councilman Rappaport expressed concerns about ADUs in R-1 zones, citing the number of parcels large enough for ADUs, potential impacts on rentals, density, parking, and utilities, and emphasized the need for more local control. Mayor Cockrell noted that staff will conduct inspections and that ADUs cannot become short-term rentals without separate Council approval. Ms. Kopishke clarified that Council would decide if a short-term rental could be permitted, as this is a separate process.

Vote: Yes – Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock

No – None

Absent – Vice Mayor Veitenthal

Abstain – None

ROLL CALL

Ordinance Amendment to Town Code §70-23-Electric Rates and Charges.

Council considered an ordinance amendment to Town Code §70-23.

Mayor Cockrell opened the public hearing.

- **Kevin Cuddeback, 112 Luray Avenue**, expressed support for maintaining competitive electric rates and requested clarification regarding the proposed increase to the base customer charge and impacts on high-usage customers.
- **Lewis Moten, 1132 Kesler Road**, shared concerns regarding the lack of net metering options and expressed interest in having solar capabilities available within the Town.

Mayor Cockrell closed the public hearing.



Councilman Rappaport moved, seconded by Councilman Ingram, that Council adopt an ordinance amendment to Town Code §70-23-Electric Rates and Charges as presented, effective April 1, 2026.

Councilmembers discussed proposed electric rate increases, noting that rates remain among the lowest in the region despite adjustments. Rising power supply and transmission costs, not under the Town's control, and the use of reserves since 2019 were cited as factors necessitating increases. The phased approach was recognized as mitigating the impact on residents while maintaining utility financial stability. Mayor Cockrell noted that the Town currently has the lowest electric rates in Virginia, that higher-usage customers would see larger increases, and that the phased increases remain below consultant recommendations.

Vote: Yes – Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock

No – None

Absent – Vice Mayor Veitenthal

Abstain – None

ROLL CALL

Ordinance Amendment to Town Code Chapter 72 – Special Events Held on Town Streets and Public Property.

Council was asked to consider adoption of an ordinance to amend and re-enact Town Code Chapter 72, updating provisions for special events on Town streets and property. The Town's Special Events Policy, adopted in 2021, has guided numerous successful events that contributed to economic and community development. Staff reviewed the process, operations, and fiscal impacts of events, resulting in the draft amendment, which codifies the policy into Town Code and establishes procedures to ensure events are safe and well-managed for residents, businesses, and visitors.

Mr. Petty noted that, upon adoption, Council could specify an effective date and implementation would not need to be immediate.

Mayor Cockrell opened the public hearing.

- **William Huck, 409 E. Main Street**, spoke in support of event-related fees but expressed concern regarding the proposed increase, stating it may be excessive. He encouraged a more balanced fee structure and requested transparency in how fees are utilized.
- **Melanie Thornburg, 1205 Happy Creek Road**, spoke as a business owner and vendor, expressing concern that increased fees may negatively impact vendors and reduce participation, potentially affecting event success.
- **Lewis Moten, 1132 Kesler Road**, expressed concerns regarding the complexity of the proposed fee structure and application process, noting it may discourage event organizers and requested clarification and simplification.

Mayor Cockrell closed the public hearing.

Councilman Wood moved seconded by Councilman Ingram to refer the Ordinance Amendment to Town Code Chapter 72 – Special Events Held on Town Streets and Public Property back to a work session for further discussion.

Councilman Ingram expressed concern after hearing from event organizers, noting that reported fee increases raised valid questions. He stated he has reservations about taking action at this time and suggested further review and additional feedback from organizers. While acknowledging the Town's costs and intent behind the proposed fees, he emphasized the need to balance these with community concerns.

Councilmembers thanked staff for their work on updating the ordinance but requested further discussion in a work session.

Vote: Yes – Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock

No – None



Absent – Vice Mayor Veitenthal

Abstain – None

ROLL CALL

PUBLIC COMMENTS NOT RELATED TO PUBLIC HEARINGS

- **Lewis Moten, 1132 Kesler Road**, expressed concerns regarding ongoing blighted properties within the Town, specifically referencing a long-vacant property on Sixth Street. He noted its visibility along a main corridor, negative perception on social media, and continued deterioration. He acknowledged the complexity of such matters but encouraged the Town to pursue resolution.
- **Jay McCarty, Clifton, Virginia**, spoke regarding the Squirrel Hill development and prior discussions of a sidewalk connection along West Main Street. He encouraged consideration of locating a sidewalk on the north side of the street if determined to be safer and more effective.

REPORTS

Town Manager Report

Mr. Petty reported that recycling collection will continue to be canceled temporarily due to equipment issues, with repairs anticipated soon. Regular trash collection will proceed as scheduled. He also announced a temporary closure of Prospect Street for water line repairs and noted that Town Hall offices will be closed on Good Friday, April 3.

Town Council Reports

- **Councilwoman DeDomenico-Payne** reported attending an FFA bingo event at the middle school, noting renewed interest in agricultural programs. She also attended the Hike Kidz Foundation annual meeting luncheon and highlighted the organization's positive impact on the community.
- **Councilman Wood** reported on the "Coldest Night of the Year" walk benefiting the HARTS Shelter and noted progress toward fundraising goals. He shared recognition of Malcolm Barr's 93rd birthday celebration, which included donations to the animal shelter. He also acknowledged the passing of David McDaniel and announced the upcoming Salvation Army banquet. No updates were reported from the Transportation Committee.
- **Councilman Sealock** reported no updates.
- **Councilman Ingram** reported no recent event attendance but noted upcoming engagements. He highlighted events associated with the United States' 250th anniversary and encouraged community participation.
- **Councilman Rappaport** paid tribute to David McDaniel and Steve Still, recognizing their contributions to the community. He also congratulated Marty Zuckerman on his longstanding business career.

Report of the Mayor

Mayor Cockrell reported attending several community events, including the Fire and Ice Golf Tournament, Hike Kids luncheon, Citizens Academy session, Skyline High School Girls Basketball send-off and state championship, Martin's Grocery Store reopening, and a local career day event. She also announced her participation on the Hike Kidz Foundation and Young Life boards, promoted an upcoming Young Life fundraiser, and encouraged participation in the Citizens Academy.

CONSENT AGENDA ITEMS

FY26 Budget Amendment – Virginia Risk Sharing Association (VRSA) Grant

Council approved a FY26 Budget Amendment in the amount of \$4,925.00 to receive funds from the Virginia Risk Sharing Association to reimburse the Town for the purchase of a tripod kit for confined spaces to be used by the Water/Sewer Line Maintenance Department.

FY26 Budget Amendment – Traffic Accident Insurance Proceeds

Council approved a FY26 Budget Amendment in the amount of \$268,731.94 to receive funds from insurance to offset expenditures associated with a traffic accident that occurred on December 31, 2025, at Commerce Avenue and Manassas Street.



Task Order, FY26 Budget Amendment and Transfer – Wastewater Treatment Plant Dewatering Project (Centrifuge)

Council approved a task order in the amount of \$897,000 with CHA Consulting, Inc. to design a dewatering system for the Town's Wastewater Treatment Plant, along with a FY26 Budget Amendment and Budget Transfer to allocate funds for the project.

Resolution – Bright Mountain Solar Schedule (American Municipal Power, Inc.)

Council approved a resolution authorizing execution of the Bright Mountain Solar (3 MW, 2028–2052) schedule with American Municipal Power, Inc. (AMP) as presented.

Resolution – Potomac Energy Center Schedule (American Municipal Power, Inc.)

Council approved a resolution authorizing execution of the Potomac Energy Center (3 MW, 2026–2041) schedule with American Municipal Power, Inc. (AMP) as presented.

Councilman Rappaport moved, seconded by Councilman Sealock, to approve the Consent Agenda as presented.

Vote: Yes – Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock

No – None

Absent – Vice Mayor Veitenthal

Abstain – None

ROLL CALL

BUSINESS ITEMS

Request from Paul Rush to Vacate an Unimproved Portion of Lowe Lane located off Braxton Road

Council considered a request to conditionally vacate a 6,211 square foot portion of unimproved Lowe Lane.

Councilman Rappaport moved, seconded by Councilman Ingram, that Council adopt an ordinance as presented approving the conditional vacation and sale request from the applicant.

Staff advised this is a conditional vacation and sale, with negotiations to follow and a future public hearing required prior to final disposition.

Vote: Yes – Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock

No – None

Absent – Vice Mayor Veitenthal

Abstain – None

ROLL CALL

Request from West Brown to Vacate a Portion of the Unimproved Alley Between W. 13th and 14th Streets

Council considered a request to conditionally vacate an approximately 1,800 square foot portion of an unimproved alley between West 13th and 14th Streets.

Councilman Wood moved, seconded by Councilman Sealock, that Council adopt an ordinance as presented approving the conditional vacation and sale request from the applicant.

Staff confirmed that once vacated, the alley would no longer be public and abutting property owners would have an opportunity to purchase portions of the property.

Vote: Yes – Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock

No – None



Absent – Vice Mayor Veitenthal

Abstain – None

ROLL CALL

Resolution for Water Reservoir Dam Funding Application – Dam Break Inundation Zone Analysis

Councilman Rappaport moved, seconded by Councilman Wood that Council approve a resolution allowing the Town to submit application to the Virginia Department of Conservation and Recreation Dam Safety, Flood Prevention and Protection Assistance Fund to seek potential funding for a dam break inundation zone analysis.

Vote: Yes – Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock

No – None

Absent – Vice Mayor Veitenthal

Abstain – None

ROLL CALL

Resolution for Water Reservoir Dam Funding Application – Geotechnical Report

Councilman Wood moved, seconded by Councilman Sealock, that Council approve a resolution allowing the Town to submit application to the Virginia Department of Conservation and Recreation Dam Safety, Flood Prevention and Protection Assistance Fund to seek potential funding for a geotechnical report.

Vote: Yes – Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock

No – None

Absent – Vice Mayor Veitenthal

Abstain – None

ROLL CALL

CLOSED MEETING

Councilman Rappaport moved, seconded by Councilman Wood, that Town Council convene a closed meeting pursuant to §§ 2.2-3711 and 2.2-3712 of the Code of Virginia for the following purposes:

- 1) pursuant to §2.2-3711(A)(3) of the Code of Virginia, discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, more specifically, the sale of vacated 6,235 square foot portion of the unimproved Randolph Avenue between Washington Avenue and Lot 5, and, 2) pursuant to Section 2.2-3711(A)(8) of the Code of Virginia, for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, more specifically, the Amendment to the Voluntary Settlement Agreement Between the County of Warren, Virginia and the Town of Front Royal, Virginia, Regarding the Compromise for PILOT Meals and Lodging Taxes, entered into April 11, 2018; and, 3) pursuant to Section 2.2-3711(A)(7) of the Code of Virginia, consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body, more specifically, between the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia, United Bank, First Bank & Trust and the Town.

Vote: Yes – Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock

No – None

Absent – Vice Mayor Veitenthal

Abstain – None

ROLL CALL

Councilman Sealock departed prior to the closed meeting.

CERTIFICATION OF CLOSED MEETING

Councilman Wood moved, seconded by Councilwoman DeDomenico-Payne, that Council certify that to the best of each



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

Vote: Yes – Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood

No – None

Absent – Vice Mayor Veitenthal, Councilman Sealock

Abstain – None

ROLL CALL

The meeting adjourned at approximately 11:30 pm.

Approved by Town Council

Date: _____

DRAFT



The following minutes are a summary of items on the agenda. This meeting may be viewed in its entirety by accessing the video of the same date online via the Town's website at www.frontroyalva.com for a limited time.

Roll Call by Deputy Clerk of Council

PRESENT: Mayor Lori A. Cockrell
Vice Mayor Amber F. Veitenthal
Councilwoman Melissa DeDomenico-Payne
Councilman Joshua L. Ingram
Councilman H. Bruce Rappaport
Councilman R. Wayne Sealock
Councilman Glenn E. Wood

OTHERS PRESENT: Town Manager Joseph W. Petty
Town Attorney George M. Sonnett, Jr.
Deputy Clerk of Council Hillary Wilfong
Clerk of Council Tina L. Presley
Various members of the staff and public

Advertisement of 2026 Real Estate and Personal Property Tax Rate-Finance Director BJ Wilson presented a request for Council to provide direction on the tax rates to be advertised for the 2026 real estate and personal property taxes, in order to schedule a public hearing at the April 27, 2026 Regular Meeting.

Mr. Wilson noted that the 2025 real estate tax rate was \$0.068 per \$100 of assessed value and the personal property tax rate was \$0.64 per \$100 of assessed value, with a Personal Property Tax Relief Act (PPTRA) rate of 43%. The FY27 Proposed Budget is based on an equalized real estate tax rate of \$0.082 per \$100 of assessed value, while maintaining the current personal property tax rate and PPTRA rate.

Council engaged in discussion regarding potential adjustments to cost-of-living (COLA) and merit increases, and the corresponding impact on the tax rate. Suggestions included various combinations of COLA and merit increases, with some members supporting up to a 3% COLA and 2% merit increase to assist employees with rising costs, including health insurance. It was noted that such adjustments could require an increase to the advertised tax rate.

Councilman Sealock emphasized the importance of remaining competitive with surrounding localities to retain employees and suggested a 3% COLA and 2% merit increase especially within the Police Department, however, include all town staff. Councilman Wood also spoke in support of employee compensation, referencing prior budget discussions, staffing needs, and reductions in overtime within the Police Department.

Councilman Wood further discussed infrastructure needs identified during the Council retreat, noting that while utility-related infrastructure is supported through enterprise funds and rate structures, other needs, such as transportation infrastructure, ADA-compliant sidewalks and crosswalks, bridge improvements, and roadway projects that require dedicated funding. He proposed the creation of a Transportation and Infrastructure Fund, potentially supported by an additional four-cent tax increase, which could generate approximately \$900,000 annually. He stated that such a fund would allow the Town to begin setting aside resources for vehicle, pedestrian, and bicycle infrastructure, and to better plan for both current and future capital needs. Councilman Wood cautioned against delaying necessary improvements, referencing past infrastructure decisions that resulted in significantly higher costs over time.

Vice Mayor Veitenthal expressed concerns regarding raising taxes and questioned the long-term sustainability of the approach, noting that the proposed funding level may have limited impact relative to the Town's overall infrastructure needs. She emphasized the importance of economic development as an alternative revenue source, stating that a significant project could generate comparable or greater revenue without increasing the burden on taxpayers. She also referenced prior Council discussions regarding one-time bonuses as an alternative to permanent salary increases, which could provide



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more immediate financial relief to employees, and questioned whether any future tax increases would be reduced if additional revenue is realized.

Mayor Cockrell and other members raised questions regarding previously discussed staffing increases, infrastructure needs, and overall budget priorities. Council also sought input from staff, including the Human Resources Director and Police Chief, regarding employee retention, turnover, and departmental needs.

There was general discussion acknowledging that the budget and associated figures had been presented multiple times, and that significant changes at this stage could delay the required advertisement timeline.

Following discussion, Council reached consensus to proceed with advertisement of the FY27 tax rates as proposed, including a real estate tax rate of no less than \$0.082 per \$100 of assessed value, and maintaining the personal property tax rate at \$0.64 per \$100 of assessed value with a PPTRA rate of 43%.

New Business

Purchase of Replacement Water Plant Pickup- Michelle Campbell presented a request for Council approval to purchase a 2026 Ford F-250 4x4 pickup truck to replace Unit #635, a 2008 Ford F-250 with 145,163 miles currently used by the Water Treatment Plant.

The vehicle will be procured through the Virginia Sheriffs' Association cooperative contract in the amount of \$57,402.70 from Haley Ford Commercial and Fleet Division. Funding is available within the FY26 Water Treatment Plant operating budget, which includes \$65,000 for this replacement, with the remaining balance to be used for necessary upfitting.

Council agreed to place this item on the April 27, 2026 Consent Agenda.

2026 Sanitary Sewer System Inspections- Michelle Campbell presented a request for Council approval to award a task order to CHA Consulting, Inc. in the amount of \$240,000 for 2026 sanitary sewer system inspections. These services are required to maintain compliance with the Virginia Department of Environmental Quality's 2020 Consent Order and will include field inspections, smoke testing, manhole inspections, and CCTV work to identify sources of infiltration and inflow (I&I) within the system.

CHA Consulting, Inc. was previously awarded an environmental engineering services contract by Town Council on June 27, 2022. In accordance with the Town's procurement policy and the Virginia Public Procurement Act, Council approval is required for engineering services exceeding \$50,000.

Council agreed to place this item on the April 27, 2026 Consent Agenda.

Extra Work Authorization – 2025 Sanitary Sewer Collections System Flow Monitoring- Michelle Campbell presented a request for Council approval of an Extra Work Authorization to CHA Engineering in the amount of \$117,800 to continue permanent flow monitoring services as outlined in the previously approved Task Order 5-2024 Sanitary Sewer Flow Monitoring Program (approved November 25, 2024).

CHA Engineering was originally awarded an environmental engineering services contract on June 27, 2022, in accordance with the Virginia Public Procurement Act, and Council approval is required for services exceeding \$50,000. Funding is available within the existing project, with \$475,408 remaining in contingency for I&I abatement projects.

Council agreed to place this item on the April 27, 2026 Consent Agenda.



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Sanitary Sewer Hydraulic Model Development-Michelle Campbell presented a request for Council approval to award a task order to CHA Consulting, Inc. in the amount of \$150,000 for the development of a sanitary sewer hydraulic model. The model will assess system capacity, support future development planning, and identify areas of limited capacity that may contribute to system surcharging. The Town's last sewer model was completed in 2009.

CHA Consulting, Inc. was previously awarded an environmental engineering services contract on June 27, 2022. In accordance with the Virginia Public Procurement Act and Town procurement policy, Council approval is required for engineering services exceeding \$50,000.

Council agreed to place this item on the April 27, 2026 Consent Agenda.

FY26 Budget Amendment for Street Maintenance Building Repairs Insurance Reimbursement- BJ Wilson presented a request for Council approval of a FY26 budget amendment in the amount of \$4,496 to appropriate insurance reimbursement funds from the Virginia Risk Sharing Association for repairs to the Street Maintenance Building due to weather-related damage.

Council agreed to place this item on the April 27, 2026 Consent Agenda.

2026 VML Policy Committee Nominations- Council discussed nominations for Councilmembers and staff to serve on various committees, with terms expiring December 31, 2026. The proposed appointments reflect updates from the 2025 committee assignments.

The following appointments were agreed upon:

- **Community and Economic Development:** Councilman Ingram and Lizi Lewis
- **Finance:** Councilman Rappaport and Finance Director BJ Wilson
- **General Laws:** Councilman Sealock and Town Attorney George Sonnett
- **Human Development and Education:** Councilwoman DeDomenico-Payne and Town Manager Joe Petty
- **Infrastructure (Environmental, Natural Resources, Transportation):** Vice Mayor Veitenthal and Director of Public Works Robbie Boyer

Councilman Wood will not serve on a committee for this term.

Liaison Committee Meeting Items for April 16, 2026- Council discussed items to be included on the upcoming Liaison Committee Meeting agenda. Topics identified include:

- **Joint Towing Advisory Board** – Council noted prior discussions regarding the number of towing companies permitted, which did not progress further. With board member terms set to expire August 31, 2026, the Liaison Committee should determine next steps, including outreach to current members regarding continued service and responsibility for managing the reappointment process.
- **2027 Reassessment Process** – Council requested discussion on the overall process and anticipated timeline for when updated assessment values will be available.
- **Septic Tank Waste Fee Update** – Council noted that fees are expected to increase and should be communicated as a courtesy.
- **Tourism Collaboration** – Continued discussion regarding coordination between Town Economic Development and the County EDA, as regularly addressed at Liaison meetings.
- **Fiscal Model Impacts** – Request for any updates related to fiscal modeling.

Councilman Wood and Mayor Cockrell will attend the April 16th meeting.

Closed Meeting

Vice Mayor Veitenthal moved seconded by Councilman Wood that Town Council convene a closed meeting, pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purposes:



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1)pursuant to §2.2-3711(A)(1) of the Code of Virginia, for the discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body, more specifically, a) the Board of Zoning Appeals (BZA), b) Town Manager, c) Town Attorney; and. 2)pursuant to Section 2.2-3711(A)(8) of the Code of Virginia, for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, more specifically, the Amendment to the Voluntary Settlement Agreement Between the County of Warren, Virginia and the Town of Front Royal, Virginia, Regarding the Compromise for PILOT Meals and Lodging Taxes, entered into April 11, 2018; and, 3)pursuant to Section 2.2-3711(A)(7) of the Code of Virginia, consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body, more specifically, between the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia, United Bank, First Bank & Trust and the Town, and, 4)pursuant to §2.2-3711(A)(5) of the Code of Virginia, for the discussion concerning a prospective business or industry or expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community, more specifically, properties located at 0 Winchester Road and Identified on Tax Map IDs: 12N-----1, 12N-----2, 12N-----3.

Vote: Yes – Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock, Veitenthal

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

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

Vote: Yes – Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock, Veitenthal

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

First Action Coming Out of Closed

Vice Mayor Veitenthal moved seconded by Councilman Sealock that Council approve An Amendment to Voluntary Settlement Agreement Between the County of Warren, Virginia, and the Town of Front Royal, Virginia, Regarding a Compromise of the Collection of PILOT Meals and Lodging Tax Fees, dated April 6, 2026, as presented, with the Mayor to execute the Agreement on behalf of the Town, and directing the Clerk of Council to forward an executed copy of the Agreement to the Warren County Board of Supervisors for approval.

Council clarified who would be sending the amendment to the County and the County Attorney, it was clarified that the Clerk of Council would send over the amendment to the Board of Supervisors and Mr. Sonnett would send it to the County Attorney.

Vote: Yes – Councilmembers Rappaport, DeDomenico-Payne, Ingram, Sealock, Veitenthal

No – Wood

Absent – N/A

Abstain – N/A

ROLL CALL



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Second Action Coming Out of Closed

Councilman Wood moved seconded by Vice Mayor Veitenthal that Council approve the Settlement Agreement, dated April 6, 2026, between the Industrial Development Authority of the Town of Front Royal, Virginia and the County of Warren, Virginia, First Bank and Trust Company, United Bank, and the Town of Front Royal, as presented, with the Mayor to execute the Agreement on behalf of the Town.

Vote: Yes – Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock, Veitenthal

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

Adjourned at approximately 11:09pm.

Approved by Town Council

Date:-----



The following minutes are a summary of items on the agenda. This meeting may be viewed in its entirety by accessing the video of the same date online via the Town's website at www.frontroyalva.com for a limited time.

Roll Call by Deputy Clerk of Council

PRESENT: Mayor Lori A. Cockrell
Vice Mayor Amber F. Veitenthal
Councilwoman Melissa DeDomenico-Payne
Councilman Joshua L. Ingram
Councilman H. Bruce Rappaport
Councilman R. Wayne Sealock
Councilman Glenn E. Wood

OTHERS PRESENT: Town Manager Joseph W. Petty
Town Attorney George M. Sonnett, Jr.
Deputy Clerk of Council Hillary Wilfong
Clerk of Council Tina L. Presley
Various members of the staff and public

Addition to the Agenda

Vice Mayor Veitenthal moved, seconded by Councilman Ingram, to add a Closed Meeting to the Agenda as item #4.

Vote: Yes – Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock, Veitenthal

No – N/A

Absent – N/A

Abstain – N/A Roll Call

Motion carried by roll call vote.

MOU Between the Smithsonian and the Town of Front Royal the Town owns approximately 6.84 acres of property located south of the Town limits on Remount Road. The property was originally acquired in 1902 by the Royal Water Company as a potential municipal water source. While the Town currently sources its water from the Shenandoah River, it has retained ownership of the property as a potential alternative water source.

Representatives from the Smithsonian Institution and the Smithsonian Conservation Biology Institution (SCBI) provided an overview of the institute's mission and its longstanding presence in Warren County. SCBI highlighted its leadership in global wildlife conservation, research initiatives, and the training of future conservationists, noting its nearly 50-year partnership with the Town through its 3,200-acre campus.

Smithsonian staff presented a proposed Memorandum of Understanding (MOU) between SCBI and the Town concerning the Town-owned property adjacent to the SCBI campus. The proposed MOU establishes a collaborative framework focused on conservation, ecological restoration, and preservation of property, including maintenance of Sloan Creek Pond as a potential alternative water source.

Key components of the MOU, including the roles and responsibilities of both parties, were reviewed and discussed. This item will be placed on the April 27th Consent Agenda for Council's consideration.

2026 Power Pool Agreement with American Municipal Power Director of Energy Services Carey Saffelle and virtually Craig Klienhenz from American Municipal Power, Inc. (AMP) presented information regarding a proposed "Pool of One" Agreement. It was noted that the Town does not currently have an active Power Pool Agreement, as the previous agreement expired several years ago.



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The proposed agreement would establish standardized rules for billing and allocation of charges through PJM, as well as procedures for short-term energy purchases and Financial Transmission Rights (FTRs). The Town operates independently as a "Pool of One" within AMP, and the agreement would formalize these processes.

Staff explained that the agreement does not change current practices or obligate the Town to purchase power. Rather, it provides a formal framework and authorizes AMP, with Town approval, to procure short-term power and hedging tools during outages or periods of high demand.

Councilman Rappaport inquired about the timing and frequency of short-term power purchases. Staff explained that usage and pricing are monitored in advance of peak winter and summer seasons to allow purchases at more favorable rates.

Council agreed to move forward under New Business for the April 27, 2026 meeting.

NEW BUSINESS

Police Department Purchase – 3D Laser Scanner Software & Equipment Package Purchasing Manager Michelle Campbell requested Council approval for the purchase of a 3D laser scanner, software, training, and related equipment from Leica Geosystems in the amount of \$69,396.00. The equipment will be used to document crime scenes, serious motor vehicle crashes, and other incidents requiring precise scene reconstruction. The scanner allows for comprehensive scene capture in significantly less time, while the accompanying software produces detailed visual representations for investigative and courtroom use.

This procurement is being conducted as a sole source purchase, as no other manufacturer produces equipment with the same specifications. The BLK360 G2 is exclusively manufactured by Leica Geosystems. A sole source letter and justification form were provided.

The Chief advised that the equipment is widely used by other law enforcement agencies and will improve efficiency by reducing documentation time and replacing more labor-intensive methods.

During discussion, Councilwoman DeDomenico-Payne inquired about maintenance and operation, and Councilman Wood asked whether training was included.

This item will be placed on the April 27th Consent Agenda for Council's consideration.

Advertisement for FY26–27 Appropriation Ordinance Finance Director BJ Wilson requested direction from Council to advertise the FY26–27 Appropriation Ordinance. During the March 2, 2026 work session, staff presented the FY26–27 budget calendar and outlined statutory requirements under the Code of Virginia (§ 58.1-3321 and § 15.2-2506) regarding public hearings, tax rate adoption, and the annual appropriation ordinance. The Code requires that the public hearing be held at least seven days prior to adoption.

To allow Council to consider approval at the May 26, 2026 meeting, a public hearing must be held on May 11, 2026, prior to the Work Session at Town Hall.

Council agreed to move forward to advertise for the public hearing to be held on May 11th.

FY26 Budget Amendment – Sale of Tub Grinder Finance Director BJ Wilson requested approval of a FY26 budget amendment in the amount of \$18,100 to allocate proceeds from the sale of a 1997 W.H.O. tub grinder toward the future purchase of a replacement solid waste truck.



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The equipment had been listed for sale on three occasions across two online auction platforms to obtain the best value.

This item will be placed on the April 27th Consent Agenda for Council's consideration.

Alley Vacation Updates – E. 5th Street and Happy Creek Town Manager Joe Petty advised that previously approved ordinance vacating an alley for Zuckerman Metals and 218 East 14th Street LLC must be repealed due to title complications following the sale of the property. He noted that legal representatives for the applicants and purchasers requested the repeal to allow new property owners to reapply. Council agreed to repeal the ordinances and allow submission of new applications.

The ordinances will be placed on the April 27th Consent Agenda for Council's consideration.

Motion On To Go Into Closed Meeting

Vice Mayor Veitenthal moved, seconded by Councilman Ingram that Town Council convene a closed meeting, pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purposes:

1)pursuant to Section 2.2-3711(A)(8) of the Code of Virginia, for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, more specifically, the Amendment to the Voluntary Settlement Agreement Between the County of Warren, Virginia and the Town of Front Royal, Virginia, Regarding the Compromise for PILOT Meals and Lodging Taxes, and 2)pursuant to §2.2-3711(A)(1) of the Code of Virginia, for the discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body, more specifically, the Town Manager.

Vote: Yes – Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock, Veitenthal

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

Motion to Certify Closed Meeting at its Conclusion

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

Vote: Yes – Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock, Veitenthal

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

Action Coming Out of Closed

Vice Mayor Veitenthal moved, second by Councilman Wood, that Council approve an amendment to Town Manager Agreement dated 24th of March, 2025, as presented, with the Mayor to execute the amendment on behalf of the Council and the Town.



Town Council Work Session Minutes of 4/13/26 - Page | 4

The following minutes are a summary of items on the agenda. This meeting may be viewed in its entirety by accessing the video of the same date online via the Town's website at www.frontroyalva.com for a limited time.

Vote: Yes – Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock, Veitenthal

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

Meeting adjourned at approximately 8:34PM

Approved by Council: _____

DRAFT



PROCLAMATION National Police Week May 10 – 16, 2026

WHEREAS, National Police Week is a time to honor the brave men and women in blue who keep our communities safe and offers honor, remembrance and peer support, while allowing law enforcement, survivors and citizens to gather and pay respect to those who gave their lives in the line of duty; and,

WHEREAS, in 1962, President John F. Kennedy signed a proclamation which designated May 15th as Peace Officers Memorial Day, known today as National Police Week; and,

NOW, THEREFORE, the Mayor and Town Council proclaim May 10 – 16, 2026, as **National Police Week** in the Town of Front Royal, recognizing our own Police Department and remember with solemn respect those officers who made the ultimate sacrifice, never forgetting their courage and service.

APPROVED:

Lori A. Cockrell, Mayor

ATTEST:

Tina L. Presley Clerk of Council

This proclamation was proclaimed at the Front Royal Town Council Meeting on April 27, 2026



National Public Works Week Proclamation

May 17–23, 2026

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable & resilient communities and to public health, high quality of life, and well-being of the people of THE TOWN OF FRONT ROYAL; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in THE TOWN OF FRONT ROYAL to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association, be it now,

NOW THEREFORE BE IT RESOLVED, The Mayor and Town Council, do hereby designate the week of May 17–23, 2026, as National Public Works Week urging all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees, and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

We take this opportunity to celebrate all the hard work of the approximately 70 Public Works Employees who work hard every day during their shift and while on call 24/7 for emergency situations and being taken away from family.

- Maintains 143.74 moving lane miles (Primary & Secondary Roads).
- Maintains 92 miles storm sewer.
- Mow, weed eat and tractor mow Town properties, right of ways and medians.
- Plans, designs, installs, and maintains floral landscapes, hanging baskets and over 350 tree plantings.
- Collects trash, recycling, yard waste from 6,290 customers.
- Cleans/Disinfects Town Buildings and performs skilled maintenance and repairs to Town Buildings.
- Fabricates, installs, and replaces Town street signs & Maintains crosswalks.
- Performs paving, pothole and street repairs, bridge maintenance and street sweeping.
- Performs sidewalk and curb and gutter installation and repairs, storm drain installation and repairs and storm damage clean-up.
- Assists Town with community events and road closures.
- On Call 24/7 for emergency situations such as Snow Removal, Repair of water breaks, and Sewer back-ups.
- Provides water to 6,481 customers and sewer to 6, 181 customers.
- Wastewater-Treats an average of 4.5 Million Gallons of septage per Day.
- Water- Produces 2.023 Million Gallons per Day.
- Maintains 119 miles of waterline, 124 miles of sanitary sewer and 756 fire hydrants.
- Reviews and inspects all public improvements within Town limits and in the County where Water & Sewer are provided, for compliance with Town Standards & Specifications.

APPROVED:

Lori A. Cockrell, Mayor

ATTEST:

Tina L. Presley Clerk of Council

This proclamation was proclaimed at the Front Royal Town Council Meeting on April 27, 2026



Proclamation

PROFESSIONAL MUNICIPAL CLERKS WEEK

May 3 – 9, 2026

WHEREAS, the Office of the Professional Municipal Clerk is a time honored and vital part of local government providing the professional link between citizens, the local governing body and agencies of government at other levels; and,

WHEREAS, the Professional Municipal Clerk has pledged to ensure the smooth transition of daily government business keeping mindful of neutrality and impartiality, rendering equal service to all; and,

WHEREAS, the International Institute of Municipal Clerks (IIMC) initiated Municipal Clerks Week in 1969. On February 13, 1984, the President designated the first full week in May as "Municipal Clerks Week," and,

NOW, THEREFORE, BE IT RESOLVED, the Mayor and Town Council proclaim the week of May 3 – 9, 2026, as **Professional Municipal Clerks Week** in the Town of Front Royal and extend appreciation to our Professional Municipal Clerk and Deputy Clerk for their vital services performed and exemplary dedication to the community.

Approved

Lori A. Cockrell, Mayor

Attest

Tina L. Presley, Clerk of Council

This proclamation was proclaimed at the Front Royal Town Council Meeting on April 27, 2026



REGULAR COUNCIL MEETING AGENDA STATEMENT

Meeting Date: April 27, 2026

Item# 07A

Agenda Item: PUBLIC HEARING – Adoption of Real Property and Personal Property Tax Rates for FY2026-2027 and Ordinance Amendment to Chapter 75-44

Summary: To consider the Real Property Tax rate for Fiscal Year 2026-2027 at \$0.082 per \$100 assessed value, which represents an increase of \$0.014 over the current year's rates; the Personal Property Tax rate at \$0.64 per \$100 assessed value, which represents no increase over current year's rates; the personal property tax relief rate (PPTR) for qualifying vehicles at a rate of 43% of value on the first \$20,000 of assessed value for qualifying vehicles with an assessed value greater than \$1,000; and a personal property tax relief rate of 100% for qualifying vehicles with an assessed value of \$1,000 or less, pursuant to Virginia Code §58.1-3524 and to amend Front Royal Town Code §70-44.C to reflect the increase as presented.

Budget/Funding: 1000-3110101 Real Estate Property Tax Revenue (General Fund)
 1000-310301 Personal Property Tax Revenue (General Fund)

Meetings: Work Sessions held March 2, March 9 and April 6, 2026

Proposed Motion: I move that Council adopt the Real Property Tax rate for Fiscal Year 2026-2027 at \$0.082 per \$100 assessed value, which represents an increase of \$0.014 over the current year's rates; the Personal Property Tax rate at \$0.64 per \$100 assessed value, which represents no increase over current year's rates; the personal property tax relief rate (PPTR) for qualifying vehicles at a rate of 43% of value on the first \$20,000 of assessed value for qualifying vehicles with an assessed value greater than \$1,000; and a personal property tax relief rate of 100% for qualifying vehicles with an assessed value of \$1,000 or less, pursuant to Virginia Code §58.1-3524; and, adopt an ordinance to amend Front Royal Town Code §70-44.C to reflect the increase as presented.

Moved _____ *Seconded* _____

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

AN ORDINANCE TO AMEND SECTION 75-44 (C). OF THE FRONT ROYAL TOWN CODE PERTAINING TO REAL ESTATE AND PERSONAL PROPERTY TAX RATES

WHEREAS, Town Council approved the 2025 Real Estate Tax Rate on April 28, 2025 based upon information provided by the Warren County Commissioner of Revenue's Office; and,

WHEREAS, on May 12, 2025 the Town received information that the Real Estate Tax Revenue was lower than anticipated, therefore an equalized rate is needed for FY 27 Budget; and,

NOW THEREFORE BE IT ENACTED by the Town Council of the Town of Front Royal, Virginia that §75-44(C) of the Front Royal Town Code hereby be amended as follows:

75-44 REAL AND PERSONAL PROPERTY TAXES AND RATES

C. There is hereby imposed upon all real property within the limits of the Town of Front Royal, Virginia, an effective tax rate in the amount of ~~sixty-eight cents (\$0.68)~~ **eighty-two cents (\$0.082)** per one hundred dollars (\$100.00) of assessed valuation and a tax upon all tangible personal property located within the limits of the Town of Front Royal, Virginia, in the amount of sixty-four cents (\$0.64) per one hundred dollars (\$100.00) of assessed valuation. The tax on all personal property shall include all machinery and tools. The tax on all real property shall include all mobile homes.

This ordinance shall be effective upon passage.

APPROVED:

Lori A. Cockrell, Mayor

ATTEST:

Tina L. Presley, Clerk of Council

This Ordinance was adopted at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on _____, 2026 upon the following recorded vote:

R. Wayne Sealock ☐ Yes ☐ No
Joshua L. Ingram ☐ Yes ☐ No
Amber F. Veitenthal ☐ Yes ☐ No

H. Bruce Rappaport ☐ Yes ☐ No
Melissa DeDomenico-Payne ☐ Yes ☐ No
Glenn E. Wood ☐ Yes ☐ No

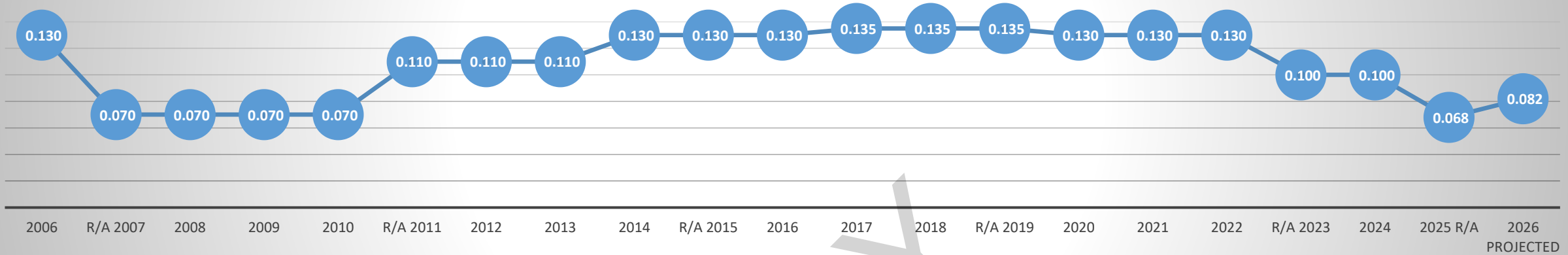
A public hearing on the above was held on _____ having been advertised in the Northern Virginia Daily on April 13 and April 20, 2026.

Approved as to Form and Legality:

George M. Sonnett, Jr., Town Attorney

Dated: _____

Real Estate Tax Rate per \$100 Assessed Value



- Town Council approved the 2025 Real Estate Tax Rate on April 28, 2025 based upon information provided from the Warren County Commissioner of Revenue's Office showing that Town Real Estate Values had increased 48.3%. The Town anticipated receiving approximately \$1,842,006 in Real Estate Tax Revenues by approving the 2025 Town Real Estate Tax Rate of \$0.068 per \$100 in value.
- On May 12, 2025; the Town received the 2025 Real Estate Tax Books from the Warren County Commissioner of Revenue's Office reflecting a 23% increase in Town Real Estate Values and \$1,520,982 in Real Estate Tax Revenue; approximately \$321,000 lower than anticipated.
- The Town would have needed to set the 2025 Real Estate Tax Rate at \$0.0824 per \$100 in order to generate approximately \$1,842,006 in Real Estate Tax Revenue for 2025.



REAL ESTATE TAX RATE COMPARISON

\$0.01 of R/E Rate = Approximately \$223,674 in Revenue

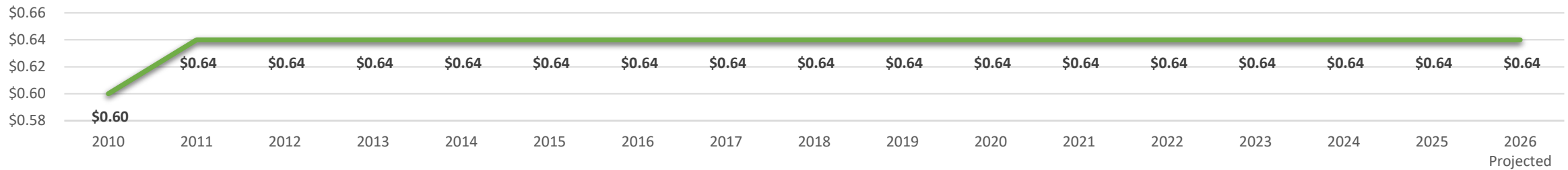
		2025 Rate Approved			2025 Equalized Rate					2024 Rate
R/E Tax Rate Per \$100 Assessed Value	\$ 0.065	\$ 0.068	\$ 0.070	\$ 0.075	\$ 0.082	\$ 0.083	\$ 0.085	\$ 0.090	\$ 0.095	\$ 0.100
Estimated Total Real Estate Tax Revenue	\$1,453,881	\$1,520,983	\$1,565,718	\$1,677,555	\$1,834,127	\$1,856,494	\$1,901,229	\$2,013,066	\$2,124,903	\$2,236,740
Revenue Difference From FY27 Proposed Budget (\$1,834,125)	(\$380,244)	(\$313,142)	(\$268,407)	(\$156,570)	\$2	\$22,369	\$67,104	\$178,941	\$290,778	\$402,615

COMPARISON OF REAL ESTATE TAX BILL BASED ON PROPERTY ASSESSED AT \$400,000

Total Annual Real Estate Tax Bill	\$260	\$272	\$280	\$300	\$328	\$332	\$340	\$360	\$380	\$400
June RE Tax Bill	\$130	\$136	\$140	\$150	\$164	\$166	\$170	\$180	\$190	\$200
December RE Tax Bill	\$130	\$136	\$140	\$150	\$164	\$166	\$170	\$180	\$190	\$200



Personal Property Rate Per \$100 of Value



- Based on 2025 Personal Property Figures the total assessed values of personal property for the Town was \$168,206,780
- Personal Property Tax rate proposed to remain at \$0.64 per \$100
 - Based on 2025 Personal Property Revenue \$0.01 of PP Tax Rate = \$14,622 in revenue
- Personal Property Tax Relief proposed to remain 43% for qualifying property
 - The Town is mandated to equalize the tax relief rate by the Commonwealth of Virginia
 - Commonwealth of Virginia has paid the Town \$287,000 for Personal Property Tax Relief annually since 2005 based on a cap set by the 2005 General Assembly
- Revenue associated with Personal Property included in the FY27 Budget:
 - Personal Property Tax- \$645,930
 - Vehicle License Fees (aka decals) - \$390,220
 - Virginia Personal Property Tax Relief - \$287,000 (Cap set by 2005 General Assembly)





REGULAR COUNCIL MEETING AGENDA STATEMENT

Meeting Date: April 27, 2026

Item# 07B

Agenda Item: PUBLIC HEARING – Ordinance Amendment to Town Code Chapters 12 and 134 Pertaining to Septic Haul Rate and Water/Sewer Rates

Summary: Council is requested to adopt an Ordinance to amend and re-enact Front Royal Town Code §12-2 to adjust the Septic Tank Waste Fee and pursuant to Virginia Code §§15.2-2119, 15.2-2111, 15.2-2122, and 15.2-2143 to amend and re-enact Front Royal Town Code §§134-22.1, 134-22.4, 134-30, 134-31.1 and 134-31.2 to Increase Water and Sewer Service Rates as presented. If approved the fee and increased rates will be effective July 1, 2026.

Budget/Funding: The proposed water and sewer rate increase have been incorporated into the FY27 proposed budget.

Meetings: Work Session held March 9, 2026

Proposed Motion: I move that Council adopt an Ordinance to amend and re-enact Front Royal Town Code §12-2 to adjust the Septic Tank Waste Fee and pursuant to Virginia Code §§15.2-2119, 15.2-2111, 15.2-2122, and 15.2-2143 to amend and re-enact Front Royal Town Code §§134-22.1, 134-22.4, 134-30, 134-31.1 and 134-31.2 to Increase Water and Sewer Service Rates effective July 1, 2026 as presented.

Moved _____ *Seconded* _____

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

AN ORDINANCE TO AMEND AND RE-ENACT FRONT ROYAL TOWN CODE SECTION 12-2 – FEES TO ADJUST THE SEPTIC TANK WASTE FEE AND SECTIONS 134-22.1(A)(B), 134-22.4(A), 134-30(B)(H), 134-31.1(A)(B) AND 134-31.2(A) TO INCREASE WATER AND SEWER SERVICE RATES

WHEREAS, pursuant to the Water and Sewer Rate Study by the Town’s consultant Stantec dated March 10, 2025, it was recommended to increase the service rates for water and sewer service rates and adjust the fee for Septic Tank Waste; and,

NOW, THEREFORE, BE IT ENACTED by the Town Council of the Town of Front Royal, Virginia that Sections 12-2, 134-22.1(A)(B), 134-22.4(A), 134-30(B)(H), 134-31.1(A)(B), and 134-31.2(A) of the Front Royal Town Code hereby be amended and enacted as follows:

12-2 PUBLIC WORKS FEES

After hours shut-off calls (water)	\$30.00
Data Log Obtained from Water Meter within 12 mo	\$25.00 for the 3 rd and subsequent
Excavation for Sewer Clean Out Installation	\$150.00 per hour
Freon Removal (white goods commercial or residential)	\$15.00
Grease Trap Inspection (3 rd and all subsequent)	\$50.00 per inspection
On-Call Refuse Collection	found in § 85-3(E) of the Town Code
Recreational Vehicle Septic Tank Dump	\$17.50 each
Right-of-Way Utilization Fee	\$25.00 plus bond and insurance
Septic Tank Waste	\$58.55 \$29.94 per 1,000 gallons
Temporary Hydrant Meter Deposit (agreement for reading of water must be signed)	\$400.00 5/8" and smaller \$2,350 greater than 5/8"
Tires with or without Rim	\$5.00 per tire
Water Meter Test (2 nd or subsequent test)	\$25.00 each
White Goods Disposal, Commercial	\$15.00 per item + \$15.00 per Freon item
White Goods Disposal, Residential	No Charge plus \$15.00 per Freon item
Yard Waste Disposal, Commercial, Lg. Truck	\$50.00
Yard Waste Disposal, Commercial, Pickup Tk	\$25.00
Yard Waste Drop Off Fee for In-Town Residents at Manassas Avenue Disposal Site	No Charge
Yard Waste Drop Off Fee for Out-of-Town Residents at Manassas Avenue Disposal Site	\$15.00 per passenger vehicle load

134-22.1 SANITARY SEWER SERVICE RATES

The monthly base rates for sanitary sewer service usage shall be as follows:

- A. Base rate, up to three thousand (3,000) gallons per month: ~~eighteen dollars and ninety-five cents (\$18.95)~~ nineteen dollars and thirty-eight cents (\$19.38).
- B. All sanitary sewer service usage exceeding three thousand (3,000) gallons per month: ~~sixteen dollars and twenty-nine cents (\$16.29)~~ sixteen dollars and sixty-six cents (\$16.66) for each one thousand (1,000) gallons thereafter.

134-22.4 SEWER SERVICE RATES—COMMERCIAL AND INDUSTRIAL LAUNDRIES

A. *In-Town Laundries*: The monthly rates for sewer service usage by licensed commercial or industrial laundries located within the corporate limits of the Town of Front Royal shall be as follows:

- 1. All sanitary sewer service usage for the first one hundred thousand (100,000) gallons: ~~seventeen dollars and forty-seven cents (\$17.47)~~ seventeen dollars and eighty-six cents (\$17.86) per one thousand (1,000) gallons.
- 2. All sanitary sewer usage from one hundred thousand one (100,001) gallons to five hundred thousand (500,000) gallons: ~~fifteen dollars and eighty-seven cents (\$15.87)~~ sixteen dollars and twenty-three cents (\$16.23) per one thousand (1,000) gallons.
- 3. All sanitary sewer service usage above five hundred thousand (500,000) gallons: ~~fifteen dollars and eight cents (\$15.08)~~ fifteen dollars and forty-two cents (\$15.42) per one thousand (1,000) gallons.

134-30 SYSTEM DEVELOPMENT CHARGE ESTABLISHED

B. The system development charge for water service exclusively used for fire-suppression systems will be based on the line size, according to the following fee schedule:

- 1. Three-inch (3") line or smaller: one thousand eight hundred twenty-nine dollars (\$1,829.00) plus ~~forty-one dollars and sixty-seven cents (\$41.67)~~ forty-two dollars and ninety-two cents (\$42.92) per month.
- 2. Four-inch (4") line: three thousand six hundred fifty-nine dollars (\$3,659.00) plus ~~eighty-three dollars and thirty-four cents (\$83.84)~~ eighty-five dollars and eighty-four cents (\$85.84) per month.
- 3. Six-inch (6") line: seven thousand three hundred sixteen dollars (\$7,316.00) plus ~~one hundred sixty-nine dollars and sixty-six cents (\$169.66)~~ one hundred seventy-four dollars and seventy-five cents (\$174.75) per month.

4. Eight-inch (8") line: ten thousand nine hundred seventy-six dollars (\$10,976.00) plus ~~two hundred fifty-two dollars and ninety-nine cents (\$252.99)~~ two hundred sixty dollars and fifty-eight cents (\$260.58) per month.
 5. Ten-inch (10") line: fourteen thousand six hundred thirty-five dollars (\$14,635.00) plus ~~three hundred thirty-six dollars and thirty-four cents (\$336.34)~~ three hundred forty-six dollars and forty-three cents (\$346.43) per month.
 6. Twelve-inch (12") line: eighteen thousand two hundred ninety-four dollars (\$18,294.00) plus ~~four hundred nineteen dollars and sixty-nine cents (\$419.69)~~ four hundred thirty-two dollars and twenty-eight cents (\$432.28) per month.
- C. The above standard fee schedule charges shall apply to apartments, houses, condominiums, commercial buildings and hostels.
- D. For the purpose of this fee schedule, the following terms shall have the meanings indicated:
APARTMENT UNIT - A single dwelling unit in a multiple-unit structure which is occupied on a rental basis.
CONDOMINIUM - A single dwelling unit in a multiple-unit structure which is occupied on an ownership basis.
UNIT - Any single place of residence, any single place of business or any single hostelry room.
- E. The standard fee schedule shall apply to the first unit of any structure. These standard fee schedule charges shall apply to each condominium unit.
- F. The charges for apartments, condominium units and trailers will be three thousand three hundred twenty-eight dollars (\$3,328.00) for water service for each unit after the first unit.
- G. (Reserved).
- H. There will be an additional monthly charge for each water meter exceeding one inch (1") in size according to the following fee schedule:
1. One and one-fourth inch (1¼") meter: ~~eighteen dollars and twenty-three cents (\$18.23)~~ eighteen dollars and seventy-eight cents (\$18.78) per month.
 2. One and one-half inch (1½") meter: ~~twenty-four dollars and forty-six cents (\$24.46)~~ twenty-five dollars and nineteen cents (\$25.19) per month.
 3. Two-inch (2") meter: ~~fifty-eight dollars and eleven cents (\$58.11)~~ fifty-nine dollars and eighty-five cents (\$59.85) per month.
 4. Three-inch (3") meter: ~~three hundred four dollars and eighty-five cents (\$304.85)~~ three hundred fourteen dollars and zero cents (\$314.00) per month.

5. Four-inch (4") meter: ~~three hundred ninety-six dollars (\$396.30)~~ four hundred eight dollars and nineteen cents (\$408.19) per month.
7. Six-inch (6") meter: ~~six hundred nine dollars and seventy cents (\$609.70)~~ six hundred twenty-seven dollars and ninety-nine cents (\$627.99) per month.

134-31.1 WATER SERVICE RATES

The monthly rates for water service usage shall be as follows:

- A. Base rate, up to three thousand (3,000) gallons per month: ~~ten dollars and forty-two cents (\$10.42)~~ ten dollars and seventy-three cents (\$10.73).
- B. All water service usage exceeding three thousand (3,000) gallons per month: ~~eight dollars and ninety-four cents (\$8.94)~~ nine dollars and twenty-one cents (\$9.21), for each one thousand (1,000) gallons thereafter.

134-31.2 WATER SERVICE RATES—COMMERCIAL AND INDUSTRIAL LAUNDRIES

A. *In-Town Laundries*: The monthly rates for water service usage by licensed commercial or industrial laundries located within the corporate limits of the Town of Front Royal shall be as follows:

1. The first one hundred thousand (100,000) gallons: ~~nine dollars and sixty cents (\$9.60)~~ nine dollars and eighty-nine cents (\$9.89) per one thousand (1,000) gallons.
2. One hundred thousand one (100,001) gallons to five hundred thousand (500,000) gallons: ~~eight dollars and seventy-two cents (\$8.72)~~ eight dollars and ninety-eight cents (\$8.98) per one thousand (1,000) gallons.
3. Above five hundred thousand one (500,001) gallons: ~~eight dollars and twenty-nine cents (\$8.29)~~ eight dollars and fifty-four cents (\$8.54) per one thousand (1,000) gallons.

This ordinance shall become effective July 1, 2026.

APPROVED:

Lori A. Cockrell, Mayor

ATTEST:

Tina L. Presley, Clerk of Council

This Ordinance was adopted at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on _____, 2026 upon the following recorded vote:

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

A public hearing on the above was held on _____ having been advertised in the Northern Virginia Daily on April 13 and April 20, 2026.

Approved as to Form and Legality:

George M. Sonnett, Jr., Town Attorney

Dated: _____



REGULAR COUNCIL MEETING AGENDA STATEMENT

Meeting Date: April 27, 2026

Item# 07C

Agenda Item: PUBLIC HEARING – An Ordinance to Amend Front Royal Town Code Chapter 4 Pertaining to Meetings, Required Training, Public Records and Designation of Records/FOIA Officers

Summary: Council is requested adopt an Ordinance to Amend Front Royal Town Code §§4-1, 4-5, and 4-44 through 4-51, pertaining to Meetings, Required Training, Public Records and Designation of Records and FOIA Officers as presented.

Budget/Funding: None

Meetings: Work Session held March 9, 2026.

Proposed Motion: I move that Council adopt an Ordinance to Amend Front Royal Town Code §§4-1, 4-5, and 4-44 through 4-51, pertaining to Meetings, Required Training, Public Records and Designation of Records and FOIA Officers as presented.

Moved _____ *Seconded* _____

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

**ORDINANCE TO AMEND FRONT ROYAL TOWN CODE CHAPTER 4 -
ADMINISTRATION OF GOVERNMENT §4-1, § 4-4; §4-5, AND §§4-44 - 4-51
PERTIANING TO MEETINGS, REQUIRED TRAINING, PUBLIC RECORDS AND
DESIGNATION OF RECORDS AND FOIA OFFICERS**

WHEREAS, the Front Royal Town Charter §11 requires that Town Council shall, by ordinance, fix the time for their stated meetings and §15.2-1416 of the Code of Virginia requires Town Council to establish the days, times and places of regular meetings at their first organizational meeting and every year thereafter; and,

WHEREAS, Town Code §4-5 ATTENDANCE OF WITNESSES AND PRODUCTION OF BOOKS AND PAPERS shall be removed from the Town Code as it is referenced in the Front Royal Town Charter §69 and Virginia Code §15.2-1409; and,

WHEREAS, FOIA and COIA training for local elected officials and the Directors of the Front Royal Economic Development Authority (FREDA) is required; and,

WHEREAS, Town Code Chapter 4-46 -4-51 Public Records was outdated and required revisions, including the designation of a Records Officer and a FOIA Officer; and,

NOW THEREFORE, BE IT ENACTED, by the Town Council of the Town of Front Royal, Virginia that CHAPTER 4 - ADMINISTRATION OF GOVERNMENT §4-1, §4-5, AND §§4-44 - 4-51 of the Front Royal Town Code hereby be amended and re-enacted as follows:

**Chapter 4
ADMINISTRATION OF GOVERNMENT
TOWN COUNCIL**

4-1 TIME OF MEETINGS

A. Pursuant to Front Royal Charter §11, the Town Council shall hold one (1) regular meeting on the fourth Monday of each month at 7:00 P.M. Pursuant to §15.2-1416 of the Code of Virginia the days, times and places of regular meetings shall be established at Town Council's first organizational meeting and every year thereafter.

~~A. The Council shall hold one (1) regular meeting in the Warren County Government Center on the fourth Monday of each month at 7:00 p.m.; provided however, the regular meeting in the month of December of each year, shall be on the second Monday of that month, held at the same time and in the same place.~~

B. In the event that a regular Town Council meeting cannot be conducted as stated in Town Code §4-1.A, the alternative meeting date shall be set in accordance with §15.2-1416 of the Code of Virginia. All public hearings and other matters previously advertised shall be conducted at this continued and rescheduled meeting with no further advertising being required pursuant to §15.2-111 of the Virginia Code.

~~B. In the event that a regular Town Council meeting shall fall on a date designated as a Town holiday, then the regular Council meeting shall be held on the following day (Tuesday) at~~

~~7:00 p.m. with location being in the Warren County Government Center or Town Hall whichever is available.~~

~~C. In the event that a regular Town Council meeting cannot be conducted at the regular time or location due to circumstances beyond the Town's control, the alternative meeting date shall be the following Monday at 7:00 p.m. in the Warren County Government Center or Town Hall whichever is available.~~

~~D.~~ C. The Town Council shall hold two (2) regular work sessions on the first and second Monday of each month except for the regular work session in December which shall be held on the first Monday of that month. In the event that a regular work session cannot be held as advertised the Town Council may either cancel or reschedule the regular work session to another date, time, and location in accordance with Chapter 37, Virginia Freedom of Information Act, Code of Virginia §2.2-3707.

~~D. The Council shall hold two (2) regular work sessions in the Town Hall on the first and second Monday of each month at a time 7:00 p.m. unless otherwise specified on the agenda except for the regular work session in December which shall be held on the first Monday of that month. In the event that a regular work session cannot be held due to circumstances beyond the Town's control the Council may either cancel the regular work session or reschedule the regular work session to another date, time and location.~~

~~E.~~ D. Special Meetings shall be called by the Clerk of Council upon the written request of the Mayor, or any three (3) members of the Council in accordance with Chapter 37, Virginia Freedom of Information Act, Code of Virginia §2.2-3707. No business shall be transacted at a special meeting but that for which it shall be called unless the Council be unanimous pursuant to Front Royal Charter ~~Chapter III~~ §11.

~~4-5 ATTENDANCE OF WITNESSES AND PRODUCTION OF BOOKS AND PAPERS~~

~~The Council or any Committee thereof when especially authorized, shall have the power to require the attendance of any person as a witness and the production by any person of all proper books and papers when, in the opinion of such body, such attendance or such production is necessary and proper. Summons to attend as witnesses or produce books or papers shall be in writing signed by the presiding officer of the Council or committee thereof and shall be served by the Chief of Police in the same manner as a process to commence an action at law. Such witnesses shall be sworn by the officer presiding at such investigation and shall be liable for perjury or false testimony given at any such investigation. Any person failing or refusing to testify or produce such books or papers may be summoned before the County Court and, upon failure to give a satisfactory excuse, shall be fined a sum not exceeding one hundred dollars (\$100.00) or imprisoned not exceeding thirty (30) days. A right of appeal shall lie to the Circuit Court of the county as in cases of a misdemeanor.~~

REQUIRED DISCLOSURE AND TRAINING
~~DISCLOSURE BY CERTAIN EMPLOYEES~~

4-44 FILING REQUIRED

- A. *Filing required:* In accordance with the Code of Virginia § 2.2-3115, members of every governing body, the Executive Director and members of the Economic Development Authority as created by the Industrial Development and Revenue Bond Act (Code of Virginia § 15.2-4900), persons appointed by the governing body, persons occupying such positions of employment with the governing body and specific non-salaried citizen members of local boards and commissions shall file as a condition to assuming office or employment, a disclosure statement of personal interests and other information as required annually on or before February 1.
- B. *Applicability:* The following local elected and appointed officials are required to file the Virginia Conflict of Interest and Ethics Advisory Council State and Local Statement of Economic Interest Disclosure:
- Mayor and Members of Town Council.
 - Executive Director and Members of Economic Development Authority of the Town of Front Royal.

The following local board and commission members are required to file the Virginia Conflict of Interest and Ethics Advisory Council Financial Disclosure Statement:

- Non-salaried citizen members of local boards and commissions if the governing body has designated them to file.

The following board and commission members and employees are required to file the Virginia Conflict of Interest and Ethics Advisory Council Disclosure of Real Estate Holdings:

- Planning Commission Members.
- Board of Zoning Appeals Members.
- Town Manager.
- Town Attorney.
- Clerk of Council.
- Director of Finance.

All those required to file a disclosure as a condition to assuming office or employment shall file such disclosure on or before the day such office or position of employment is assumed and disclose his personal interests and other information as required for the preceding twelve-month period complete through the last day of the month immediately preceding the month in which the office or position of employment is assumed. When the deadline for filing any disclosure pursuant to this article falls on a Saturday, Sunday, or legal holiday, the deadline for filing shall be the next day that is not a Saturday, Sunday, or legal holiday.

The Clerk of Council shall be responsible for the maintenance and retention of disclosure forms. ~~for five (5) years, pursuant to~~ in accordance with the Code of Virginia Chapter 37, Virginia Freedom of Information Act. ~~The Clerk of Council shall make available for public inspection all disclosure forms, upon request.~~

~~C. TRAINING: In accordance with Code of Virginia § 2.2-3132, local elected officials and the Executive Director and Directors of the Front Royal Economic Development Authority are required to take training on the State and Local Government Conflict of Interests Act (provided by the Virginia Conflict of Interest and Ethics Advisory Council) and the Virginia Freedom of Information Advisory Council (provided by the Freedom of Information Advisory Council) within two (2) months of starting their position, and then once every two (2) years based on the date of the last completed training.~~

4-45 RESERVED

4-45 TRAINING

In accordance with Code of Virginia § 2.2-3132, local elected officials and the Executive Director and Directors of the Front Royal Economic Development Authority are required to take training on the State and Local Government Conflict of Interests Act (COIA) provided by the Virginia Conflict of Interest and Ethics Advisory Council; and the Virginia Freedom of Information Act (FOIA) provided by the Freedom of Information Advisory Council within two (2) months of starting their position, and then once every two (2) years based on the date of the last completed training.

In accordance with Code of Virginia §2.2-3704.2 the FOIA Officer shall take training on the Virginia Freedom of Information Act (FOIA) provided by the Freedom of Information Advisory Council at least once during each consecutive period of two (2) calendar years commencing with the date on which the last training was completed.

The Clerk of Council shall be responsible for the maintenance and retention of training records in accordance with the Code of Virginia Chapter 37, Virginia Freedom of Information Act.

VIRGINIA PUBLIC RECORDS ACT AND DESIGNATION OF A RECORDS OFFICER AND A FREEDOM OF INFORMATION ACT (FOIA) OFFICER

4-46 ESTABLISHMENT OF PUBLIC RECORDS ACT AND DEFINITION

Pursuant to Code of Virginia Public Records Act §42.1-76 the General Assembly established a single body of law applicable to all public officers and employees on the subject of public records management and preservation and ensure that the procedures used to manage and preserve public records will be uniform throughout the Commonwealth.

Public Record or record is defined as recorded information that documents a transaction or activity by or with any public officer, agency or employee of an agency if it is produced, collected, received or retained in pursuance of law or in connection with the transaction of public business.

4-47 DESIGNATION OF A RECORDS OFFICER

Pursuant to Code of Virginia §42.1-85 the Library of Virginia (LVA) has the authority to regulate the retention and disposition of local public records. Each political subdivision of the Commonwealth shall designate as many as appropriate, but at least one, Records Officer to serve

as a liaison to The Library of Virginia for the purposes of implementing and overseeing a Records Management Program. The Town Manager shall designate a Records Officer for all the Town's public records and provide The Library of Virginia with the name and contact information of the designated Records Officer.

The Records Officer shall be responsible for administering the Records Management Program and for implementing the policies and procedures established thereby and administered through The Library of Virginia.

4-48 DESIGNATION OF A FREEDOM OF INFORMATION ACT (FOIA) OFFICER

Pursuant to Code of Virginia §2.2-3704.2, all public bodies shall designate and publicly identify one or more Freedom of Information Act officers (FOIA Officer) whose responsibility is to serve as a point of contact for members of the public in requesting public records and to coordinate the public body's compliance with the state code. The Town Manager shall designate a FOIA Officer or Officers for the Town of Front Royal and make available their name(s) and contact information to the public and FOIA Council by July 1 of the year a FOIA Officer is initially trained.

4-49 through 4-51 RESERVED

PUBLIC RECORDS

4-46 TOWN RECORDS — DEFINITION

~~The term "Town records" shall include all written books, papers, letters, documents, photographs, tapes, microfiche, microfilm, photostats, sound recordings, maps and other documentary materials or information in any recording medium, regardless of physical form or characteristics, including data processing devices and computers, which are made or received in connection with the transaction of any public business by any office or department of the Town of Front Royal.~~

~~The following described material shall not be included in the definition of "Town records": "Nonrecord" materials shall mean reference books and exhibit materials made or acquired and preserved solely for reference use or exhibition purposes, extra copies of documents preserved only for convenience or reference and stocks of publications.~~

4-47 TOWN RECORDS DECLARED PUBLIC PROPERTY

~~All Town records as defined in this Code are hereby declared to be the property of the Town of Front Royal. No Town official or employee shall have by virtue of his/her position any personal or property rights to such records. All custodians of Town records shall, at the expiration of his/her term of office, appointment or employment, deliver to his/her successor or, if there be none, to the Town Records Manager, all books, writings, letters, documents and other Town records in his/her possession or otherwise entrusted to his/her care.~~

4-48 CUSTODY AND PRESERVATION OF TOWN COUNCIL RECORDS

~~The Clerk of the Front Royal Town Council shall be responsible for the retention and preservation of the records of that body. The Clerk shall see to it that all such records, to include the minutes of its meetings, are accurately recorded on a durable medium and preserved in a manner which meets the requirements of Code of Virginia § 15.2-1412.~~

4-49 RECORDS MANAGEMENT PROGRAM

~~The Front Royal Town Manager shall develop a comprehensive records management program which establishes and provides procedures for the management of Town records from their creation to their ultimate disposition. The records management program shall provide for the~~

~~efficient and economical creation, distribution, maintenance, use, preservation and disposition of all Town records.~~

~~4-50 RECORDS MANAGER~~

~~The Front Royal Town Manager shall designate a Records Manager for all Town records. The Records Manager shall be responsible for administering the Records Management Program and for implementing the policies and procedures established thereby.~~

~~4-51 DEPARTMENT RECORDS OFFICERS~~

~~Each department head shall designate from his/her staff personnel a Records Officer. The departmental Records Officer shall report directly to the department and shall be responsible for coordinating and implementing the Records Management Program for his/her office or department. Each Records Officer shall cooperate and work with the Town Records Manager to ensure compliance.~~

This ordinance shall become effective upon passage.

APPROVED:

Lori A. Cockrell, Mayor

ATTEST:

Tina L. Presley, Clerk of Council

This Ordinance was adopted at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on _____, 2026 upon the following recorded vote:

R. Wayne Sealock __ Yes __ No H. Bruce Rappaport __ Yes __ No

Joshua L. Ingram __ Yes __ No Melissa DeDomenico-Payne __ Yes __ No

Amber F. Veitenthal __ Yes __ No Glenn E. Wood __ Yes __ No

A public hearing on the above was held on _____ having been advertised in the Northern Virginia Daily on _____

Approved as to Form and Legality:

George M. Sonnett, Jr., Town Attorney

Dated: _____

RESOLUTION
2026 SCHEDULE OF REGULAR MEETINGS
OF TOWN COUNCIL

WHEREAS, Pursuant to Article 2. Meetings of Governing Bodies §15.2-1416 of the Code of Virginia the days, times and places of regular meetings for the year 2026 shall be established at Town Council's first organizational meeting; and,

WHEREAS, the Town Council have scheduled the following days in 2026 for regular meetings to be held at 7:00pm in the Warren County Government Center:

January 26, 2026	July 27, 2026
February 23, 2026	August 24, 2026
March 23, 2026	September 28, 2026
April 27, 2026	October 26, 2026
May 26, 2026 (Tuesday-Holiday on Monday)	November 23, 2026
June 22, 2026	December 14, 2026

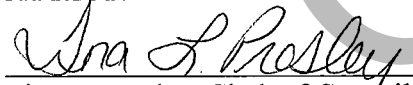
WHEREAS, the Town Council shall hold two (2) regular work sessions on the first and second Monday of each month, provided that one (1) regular work session shall be held in the month of December on the first Monday of the month; and,

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Front Royal approve the 2026 Schedule of Meetings of Town Council.

APPROVED:


Lori A. Cockrell, Mayor

ATTEST:

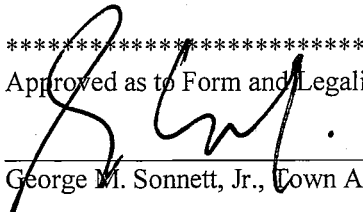

Tina L. Presley, Clerk of Council

This Resolution was approved at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on January 12, 2026 upon the following recorded vote:

R. Wayne Sealock	☒ Yes ☐ No
Joshua L. Ingram	☒ Yes ☐ No
Amber F. Veienthal	☒ Yes ☐ No

H. Bruce Rappaport	☒ Yes ☐ No
Melissa DeDomenico-Payne	☒ Yes ☐ No
Glenn A. Wood	☐ Yes ☐ No Absent

Approved as to Form and Legality:


George M. Sonnett, Jr., Town Attorney

Dated: 01-14-2026



REGULAR COUNCIL MEETING CONSENT AGENDA STATEMENT

Meeting Date: April 27, 2026

Item# 10A

Agenda Item: Purchase of Replacement Pickup For Water Plant

Summary: Council is requested to approve the purchase of a 2026 Ford F-250 regular cab, 4x4 pickup truck equipped with an 8-foot fleet bed and snowplow package for the Water Treatment Plant, from Haley Ford Commercial and Fleet Division, North Chesterfield, Virginia, in the amount of \$57,402.70. This vehicle will replace Unit #635, a 2008 Ford F-250 4x4 pickup with 145,163 miles.

Funding is available within the Water Treatment Plant's FY26 operating budget, which includes \$65,000 for this vehicle replacement. The remaining balance of \$7,597.30 will be used for necessary upfitting prior to placing the vehicle into service.

Budget/Funding:

9601-47005	Water Plant – Motor Vehicles	\$65,000
------------	------------------------------	----------

Meetings: Work Session held April 6, 2026

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

Proposed Motion:

I move that Council approve the purchase of a 2026 Ford F-250 regular cab, 4x4 pickup truck with an 8-foot fleet bed and snowplow package for the Water Treatment Plant, from Haley Ford Commercial and Fleet Division in the amount of \$57,402.70, to replace Unit #635.

Moved _____ Seconded _____

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

MEMORANDUM

TO: BJ Wilson, Director of Financing

FROM: Donald B McPaters, Director of Fleet Maintenance

SUBJECT: Purchase of a 2026 F250 pickup.

DATE: March 18, 2026, 2026

The Water Plant has in the Budget year 2025-26 to replace pickup #635 a 2008 F250 regular cab 4x4 with 6.4-liter power stroke engine. It has 145163 mile. The Sheriffs Contract has a 2026 F250 4x4 with an 8ft fleet bed. Contract number 25-08-0917. Price \$57,402.70 this includes a snowplow package to.

haley
FORD
Commercial and Fleet Division

10724 Route 1
North Chesterfield, VA 23237

QUOTE

Bill To: **TOWN OF FRONT ROYAL** QUOTE NO: **F2B**
102 E Main Street
Front Royal, VA 22630

ATTENTION: ACCOUNTS PAYABLE

Year: **2026** VIN No.: **PENDING**
Make: **FORD** PO NUMBER : **PENDING**
Model: **F250** Color: **OXFORD WHITE**

WE INVOICE YOU ON THE ABOVE REFERENCED VEHICLE FOR THE FOLLOWING AMOUNT PER YOUR PURCHASE ORDER.

VEHICLE:	Item: 196, Ford, F-250 SD Regular Cab XL 8' Box 142" WB SRW 4x4, F2B			\$45,153.00
OTHER:	Virginia Sheriffs' Association			
OTHER:	Contract: 25-08-0917, Vehicle and Motorcycle Procurement			
OTHER:	X3E 3.73 ELOCKING			\$404.20
OTHER:	18B PLAT RUNNING BOARDS			\$300.80
OTHER:	473 SNOW PLOW PREP			\$329.00
OTHER:	52B TRLR BRAKE CONT			\$282.00
OTHER:	76C EX BACKUP ALARM			\$216.20
OTHER:	85S TOUGH BED			\$587.50
OTHER:	91S 360 STROBE AMBR			\$620.40
	Boss Plow Blade Crate STB03167 - Super-Duty 8' Steel Plow Box STB15020B - Coupler Unit with SL3 Light Package with SmartHitch2 for Super Duty Straight Blade Undercarriage LTA10200 - Undercarriage Ford F250/F350/ F450 F550 2017+ Control Kit STB09602 - SmartTouch2 Controller, Straight-Blade Add. Required Items MSC25012 - KIT-WIRING,RT3 SH2,12V,FORD F250-600,23+			
OTHER:				\$8,784.60
OTHER:	Labor time on job			\$725.00
OTHER:				
TOTAL AMOUNT DUE:				\$ 57,402.70

Reminder: Please remit payment directly to:
HALEY FORD SOUTH 10724 Route 1 North Chesterfield, VA 23237
Terms: Balance due in net 30 days.

DEALER: _____ DATE: 03/12/26
CUSTOMER: _____ DATE:



REGULAR COUNCIL MEETING CONSENT AGENDA STATEMENT

Meeting Date: April 27, 2026

Item# 10B

Agenda Item: Purchase of 3D Laser Scanner Software & Equipment Package for the Police Department

Summary: Council is requested to approve the purchase of a 3D laser scanner, software, training, and related equipment from Leica Geosystems in the amount of \$69,396.00 to document crime scenes, serious motor vehicle crashes, and other incidents requiring accurate scene reconstruction.

Budget/Funding:

Funding is available in the following line item through the Virginia Department of Criminal Justice Services Operation Ceasefire Forensic and Analytical Technology Grant Program. The budget amendment of funds to the Police Investigations Equipment line item was approved by Council on January 26, 2026.

3103-47001	Police Investigations Equipment	\$69,396.00
------------	---------------------------------	-------------

Meetings: Work Session held April 13, 2026

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

Proposed Motion:

I move that Council approve the purchase of a Leica Geosystems BLK360 G2 3D laser scanner, including software, training, and related equipment, from Leica Geosystems in the amount of \$69,396.00 to document crime scenes, serious motor vehicle crashes, and other incidents requiring accurate scene reconstruction.

Moved _____ Seconded _____

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



Brian Whited
Chief of Police

FRONT ROYAL POLICE DEPARTMENT

900 MONROE AVE ♦ FRONT ROYAL, VA
540.635.2111

Date: April 8, 2026

To: BJ Wilson, Assistant Town Manager/ Director of Finance Recommendation

From: Brian Whited, Chief of Police

Subject: Request for Approval – Leica 3D Laser Scanner and Software Package

I am requesting approval to move forward with the purchase of a Leica 3D laser scanner and related software for Police Department use. The equipment will be used for documenting crime scenes, serious motor vehicle crashes, and other incidents where accurate scene reconstruction is necessary.

Currently, officers document scenes using photographs, measurements, and diagrams. While these methods are effective, they take time and can limit the level of detail captured, particularly in larger or more complex scenes. A 3D scanner allows for a complete capture of the scene in a much shorter period of time.

Use of this equipment will allow officers to clear scenes more quickly. It also provides investigators with the ability to return to the scene digitally to take measurements or review details after the fact.

The software produces clear visual representations that can be used during investigations and in court. This can help present the facts of a case in a straightforward way.

The total cost for the equipment, software, accessories, and training is estimated at \$ 69,396.00. Funding for this purchase will be made from account number 3103-47001.

This type of equipment is in use by other law enforcement agencies and would be a practical addition to current operations.

Respectfully,

Brian M. Whited
Chief of Police
Front Royal Police Department

Re: Sole Source Letter for Leica Geosystems BLK360 G2 Scanner

To Whom It May Concern:

The BLK360 G2 laser scanner is only manufactured by Leica Geosystems. No other manufacturer produces this unit. The BLK360 G2 laser scanner has several specifications that no other laser scanner currently being produced has due to both size and speed of data collection. Those specifications unique to the BLK360 G2, both independent and collectively are:

- 6.1 inches tall
- 3.14 inches tall
- 1.65 pounds
- Single button operation (when operated independent of remote device)
- 8 seconds for full spherical LDR image
- 20 seconds for complete full dome scan and spherical LDR image
- 1:37 seconds for full spherical HDR image and full density scan
- High Dynamic Range (HDR) internal imaging system with 5 bracket exposures per photograph allows for full 360° photograph capture in 20 seconds
- Visual Inertial System (VIS) delivers the delta pose between two consecutive setups in REAL TIME for onsite pre-registration of scan locations

The BLK360 G2 is the smallest, lightest and fastest imaging scanner on the market today and is only manufactured by Leica Geosystems. The BLK360 G2 is subject to copyright of Leica Geosystems. Equipment and parts are not interchangeable with parts from another manufacturers. Modifying the equipment will void the equipment warranty. Leica Geosystems is the only vendor that can perform the repair, maintenance of the equipment.

Sincerely,

Daniel Lee

Daniel Lee
Commercial Account Manager
Leica Geosystems
5051 Peachtree Corners Circle, 30092 Norcross, GA, USA
Phone: 917-227-2503, Fax: 770-326-9591
E-Mail: daniel.lee@leica-geosystems.com
Website: <http://www.leica-geosystems.com>
Leica Geosystems Technologies is part of [Hexagon](#)



SOLE SOURCE JUSTIFICATION FORM

Requesting Department: Police Department

Description of Commodities or Services: Forensic Technology
Software and Equipment

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

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

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

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

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

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

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

_____ None of the above apply (Please attach explanation)

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

Circle one: History Cost of similar commodities or services

Published prices

Negotiated cost

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

Initiator: _____

Signature

Date: 02/26/2026

Verification by Department Head: _____

Signature

Brian Whited

Front Royal PD - BLK360 - US - 21870833

Date: 12/12/2025

att. Michael Gallagher
Front Royal Police Department
Michael Gallagher
mgallagher@frontroyalva.com
900 Monroe Avenue
Front Royal VA 22630

- when it has to be right



Leica Geosystems Inc
Fed.Tax ID # 16-1516976
555 North Point Center East
Suite 700
Alpharetta, GA 30022

www.leica-geosystems.us
Phone 800 367 9453

Your reference Front Royal Police Department - 1x For clarifications, please contact
Your phone (540)631-3631 Daniel Lee
Your Customer N° 5059359
daniel.lee@leica-geosystems.com

POS	ARTICLE	QTY	PC	DESCRIPTION	UNIT PRICE	USD /TOTAL
10	2074	1	PC.	BLK360 G2 Hardware Package with RCS With following configuration:	34,165.00	34,165.00
	951110	1	PC.	BLK360 G2		
	853638	1	PC.	GST29, BLK360 Tripod		
	853639	1	PC.	GAD52, BLK360 Tripod Adapter		
	879639	1	PC.	GVP735, BLK Mission Bag		
	1935	1	PC.	Reality Capture Studio Subscription With following configuration:		
	5312305	1	PC.	RC Studio, 1TB Data, 1yr hxd.com/tos		
	6017509	1	PC.	5 yr BLK360 G2 Laser Scanner CCP Bronze, consisting of: 5 yr Customer Support, 4 yr Extended Warranty.		
110	1315	1	PC.	Cyclone REGISTER 360 PLUS (BLK Ed) Perm. With following configuration:	8,470.00	8,470.00
	979839	1	PC.	Cyclone REGISTER 360 PLUS (BLK Ed) Perm.		
	6018139	1	PC.	Cycl.REG 360 PLUS (BLK360 Edit.) CCP 3yr Technical support by telephone/email. Software updates.		
160	2020	1	PC.	Map360 Pro, Permanent With following configuration:	11,150.00	11,150.00
	916318	1	PC.	Map360 Pro, Permanent		
	6015995	1	PC.	Map360 Pro CCP 3yr. Technical support by telephone/email. Software updates.		

Front Royal PD - BLK360 - US - 21870833

Date: 12/12/2025

POS	ARTICLE	QTY	PC	DESCRIPTION	UNIT PRICE	USD /TOTAL
210	5000089	2.000	AU	1 Day On-site Project Consulting: One Leica Geosystems expert (sales manager, sales engineer or application engineer) to consult at a customer site, or evaluation test site. Travel and expenses invoiced at cost.	2,985.00	5,970.00
Total before tax						59,755.00
Sales Tax						
Total						59,755.00

By accepting this Quotation, the Customer confirms to have read, understood and accepted all the provision of this Quotation as well as all further documents related thereto, including, but not limited to Hexagon Aura Reality AG: General Terms and Conditions of Sale and Supply, the Software License Agreement, the International Limited Warranty, and all other pertinent legal documents (<https://aurareality.com/legal/>).

Please select your Aura Software Suite upon your registration in the Clinic Portal.
<https://aurareality.com/25sw-pricing/> The amount will be charged in the Clinic Portal through credit card transaction.

Offer subject to Leica Geosystems terms and conditions, available at:
https://portal.leicaus.com/US_GT-Cs_of_Sales.txt
Full Software License Agreement: www.leica-geosystems.com/TCSL
Full Standard Warranty: www.leica-geosystems.com/TCLW

In addition our delivery- and payment conditions are as follows:
Validity : 12/12/2025 - 05/15/2026

Terms of payment : In advance of delivery

Front Royal PD - BLK360 - US - 21870833

Date: 12/12/2025

With your signature you accept our offer on behalf of your company as above and you confirm, that you are authorized to do so.

Name _____

Title _____

Date/Place _____

Signature _____

If you prefer using your own PO format, please issue to:

Leica Geosystems Inc.
555 North Point Center East
Suite 700
Alpharetta, GA 30022
Phone: 770-326-9612

However, the remittance address for payments is:

Leica Geosystems Inc
PO Box 536874
Atlanta GA 30353-6874

Front Royal PD - FLX100 Plus - US - 21871463

Date: 12/15/2025

att. Michael Gallagher
Front Royal Police Department
Michael Gallagher
mgallagher@frontroyalva.com
900 Monroe Avenue
Front Royal VA 22630

- when it has to be right



Leica Geosystems Inc
Fed.Tax ID # 16-1516976
555 North Point Center East
Suite 700
Alpharetta, GA 30022

www.leica-geosystems.us
Phone 800 367 9453

Your reference Front Royal PD - RTC/Pxx/2GO/2FLY - For clarifications, please contact
Your phone (540)631-3631 Daniel Lee
Your Customer N° 5059359
daniel.lee@leica-geosystems.com

POS	ARTICLE	QTY	PC	DESCRIPTION	UNIT PRICE	USD /TOTAL
10	2093	1	PC.	Leica Zeno FLX100 plus tilt SGP With following configuration:	9,641.00	9,641.00
	1018460	1	PC.	Leica Zeno FLX100 plus tilt SGP		
	915867	1	PC.	AZ219 Pole Mount to attach FLX100 w.Pole		
	915868	1	PC.	AZ220 Handheld Tray FLX100 (plus)		
	752292	1	PC.	GLS30 GNSS pole telescopic, carbon-fibre		
	854154	1	PC.	Universal Pole Mount small Tablets		
	6017814	1	PC.	2 yr Leica Zeno FLX100 plus Smart Antenna DP Basic CCP, consisting of: - 2 yr Distr. Part. Customer Support.		
	1918	1	PC.	Zeno Mobile One Subscription With following configuration:		
	5312065	1	PC.	Zeno Mobile One Subscription 1yr		
				Total before tax		9,641.00
				Sales Tax		
				Total		9,641.00

Front Royal PD - FLX100 Plus - US - 21871463

Date: 12/15/2025

By accepting this Quotation, the Customer confirms to have read, understood and accepted all the provision of this Quotation as well as all further documents related thereto, including, but not limited to Hexagon Aura Reality AG: General Terms and Conditions of Sale and Supply, the Software License Agreement, the International Limited Warranty, and all other pertinent legal documents (<https://aurareality.com/legal/>).

Please select your Aura Software Suite upon your registration in the Clinic Portal.
<https://aurareality.com/25sw-pricing/> The amount will be charged in the Clinic Portal through credit card transaction.

Offer subject to Leica Geosystems terms and conditions, available at:
https://portal.leicaus.com/US_GT_Cs_of_Sales.txt
Full Software License Agreement: www.leica-geosystems.com/TCSL
Full Standard Warranty: www.leica-geosystems.com/TCLW

In addition our delivery- and payment conditions are as follows:

Validity : 12/15/2025 - 05/15/2026

Terms of payment : In advance of delivery

With your signature you accept our offer on behalf of your company as above and you confirm, that you are authorized to do so.

Name _____

Title _____

Date/Place _____

Signature _____

If you prefer using your own PO format, please issue to:

Leica Geosystems Inc.
555 North Point Center East
Suite 700
Alpharetta, GA 30022
Phone: 770-326-9612

However, the remittance address for payments is:

Leica Geosystems Inc
PO Box 536874
Atlanta GA 30353-6874

Leica BLK360



User Manual
Version 1.4
English
Model: BLK360 G2

- when it has to be **right**

Leica
Geosystems

PART OF
HEXAGON

Introduction

Purchase

Congratulations on the purchase of a Leica BLK360.



This manual contains important safety directions as well as instructions for setting up the product and operating it. Refer to [1 Safety Directions](#) for further information.

Read carefully through the User Manual before you install and switch on the product.



The content of this document is subject to change without prior notice. Ensure that the product is used in accordance with the latest version of this document.

Updated versions are available for download at the following Internet address:
<https://myworld-portal.leica-geosystems.com/> > myDownloads

Product identification

The model and serial number of your product are indicated on the type label. Always refer to this information when contacting your agency or Leica Geosystems authorised service centre.

Trademarks

- Windows® is a registered trademark of Microsoft Corporation in the United States and other countries
- Bluetooth® is a registered trademark of Bluetooth SIG, Inc.
- Android™ is a trademark of Google Inc.
- Apple, iPad, iPad Air, iPad Pro, and iPhone are trademarks of Apple Inc., registered in the U.S. and other countries.
- Use of the Made for Apple badge means that an accessory has been designed to connect specifically to the Apple product(s) identified in the badge, and has been certified by the developer to meet Apple performance standards. Apple is not responsible for the operation of this device or its compliance with safety and regulatory standards.
- iOS is a trademark or registered trademark of Cisco in the U.S. and other countries and is used under license.

All other trademarks are the property of their respective owners.

Leica Geosystems address book

On the last page of this manual, you can find the address of Leica Geosystems headquarters. For a list of regional contacts, please visit http://leica-geosystems.com/contact-us/sales_support.

Available documentation

Name	Description/Format		
Leica BLK360 Quick Guide	Provides an overview of the instrument together with technical data and safety directions. Intended as a quick reference guide	✓	✓
Leica BLK360 User Manual	Provides all required instructions to operate the instrument to a basic level. Provides an overview of the instrument together with technical data and safety directions.	-	✓

Refer to the following resources for all BLK360 documentation/software:

- the Leica BLK360 product information card
 - <https://myworld.leica-geosystems.com>
-

COPY

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1

Safety Directions

1.1

General Introduction

Description

The following directions enable the person responsible for the product, and the person who actually uses the equipment, to anticipate and avoid operational hazards.

The person responsible for the product must ensure that all users understand these directions and adhere to them.

About warning messages

Warning messages are an essential part of the safety concept of the instrument. They appear wherever hazards or hazardous situations can occur.

Warning messages...

- make the user alert about direct and indirect hazards concerning the use of the product.
- contain general rules of behaviour.

For the users' safety, all safety instructions and safety messages shall be strictly observed and followed! Therefore, the manual must always be available to all persons performing any tasks described here.

DANGER, WARNING, CAUTION and **NOTICE** are standardised signal words for identifying levels of hazards and risks related to personal injury and property damage. For your safety, it is important to read and fully understand the following table with the different signal words and their definitions! Supplementary safety information symbols may be placed within a warning message as well as supplementary text.

Type	Description
 DANGER	Indicates an imminently hazardous situation which, if not avoided, will result in death or serious injury.
 WARNING	Indicates a potentially hazardous situation or an unintended use which, if not avoided, could result in death or serious injury.
 CAUTION	Indicates a potentially hazardous situation or an unintended use which, if not avoided, may result in minor or moderate injury.
NOTICE	Indicates a potentially hazardous situation or an unintended use which, if not avoided, may result in appreciable material, financial and environmental damage.
	Important paragraphs which must be adhered to in practice as they enable the product to be used in a technically correct and efficient manner.

Additional symbols



Warning against flammable substances.



Warning against explosive material.



Product must not be opened or modified or tampered with.



Indicates the temperature limits at which the product may be stored, transported or used.

1.2

Definition of Use

Intended use

- Capturing and recording of spatial 3D data
- Capturing and recording images
- Scanning objects
- Computing with software
- Remote control of product
- Data communication with external appliances

Reasonably foreseeable misuse

- Use of the product without instructions
- Use outside of the intended use and limits
- Disabling of safety systems
- Removal of hazard notices
- Opening the product using tools, for example a screwdriver, unless this is permitted for certain functions
- Modification or conversion of the product
- Use after misappropriation
- Use of products with recognisable damage or defects
- Use with accessories from other manufacturers without the prior explicit approval of Leica Geosystems
- Inadequate safeguards at the working site
- Deliberate dazzling of third parties

WARNING

Unauthorised modification of automatic machines and robots by mounting or installing the product

This may alter the function and safety of the machine.

Precautions:

- ▶ Follow the instructions of the machine/robot manufacturer.
- ▶ If no appropriate instruction is available, ask machine/robot manufacturer for instructions before mounting or installing the product.

1.3

Limits of Use

Environment

Suitable for use in an atmosphere appropriate for permanent human habitation. Not suitable for use in aggressive or explosive environments.

 WARNING

Working in hazardous areas or close to electrical installations or similar situations

Life Risk.

Precautions:

- ▶ Local safety authorities and safety experts must be contacted by the person responsible for the product before working in such conditions.



The following advice is only valid for the AC/DC power supply and the battery charger.

Environment

Suitable for use in dry environments only and not under adverse conditions.



1.4

Responsibilities

Manufacturer of the product

Leica Geosystems AG, CH-9435 Heerbrugg, hereinafter referred to as Leica Geosystems, is responsible for supplying the product, including the User Manual and original accessories, in a safe condition.

Person responsible for the product

The person responsible for the product has the following duties:

- To understand the safety instructions on the product and the instructions in the User Manual
- To ensure that the product is used in accordance with the instructions
- To be familiar with local regulations relating to safety and accident prevention
- To stop operating the system and inform Leica Geosystems immediately if the product and the application become unsafe
- To ensure that the national laws, regulations and conditions for the operation of the products are respected

 WARNING

Unqualified installation on automatic machines and robots

This may result in personal and material damage.

Precautions:

- ▶ This product may be installed on automatic machines and robots only by an appropriately trained and qualified specialist.

⚠ WARNING**Distraction or loss of attention**

During dynamic applications there is a danger of accidents occurring if the user does not pay attention to the environmental conditions around, for example obstacles, excavations or traffic.

Precautions:

- ▶ The person responsible for the product must make all users fully aware of the existing dangers.

⚠ WARNING**Inadequate securing of the working site**

This can lead to dangerous situations, for example in traffic, on building sites and at industrial installations.

Precautions:

- ▶ Always ensure that the working site is adequately secured.
- ▶ Adhere to the regulations governing safety, accident prevention and road traffic.

NOTICE**Dropping, misusing, modifying, storing the product for long periods or transporting the product**

Watch out for erroneous measurement results.

Precautions:

- ▶ Periodically carry out test measurements, particularly after the product has been subjected to abnormal use and before and after important measurements.

⚠ CAUTION**Moving parts at the product during operation**

Risk of squeezing extremities or entanglement of hair and/or clothes.

Precautions:

- ▶ Keep a safe distance to the moving parts.



If the instrument moves unexpectedly during operation, stop the instrument via user interface (display, key) or alternatively remove the battery or main power source to prevent further movements.

CAUTION

Not properly secured accessories

If the accessories used with the product are not properly secured and the product is subjected to mechanical shock, for example blows or falling, the product may be damaged or people can sustain injury.

Precautions:

- ▶ When setting up the product, make sure that the accessories are correctly adapted, fitted, secured, and locked in position.
- ▶ Avoid subjecting the product to mechanical stress.

WARNING

Exposure of batteries to high mechanical stress, high ambient temperatures or immersion into fluids

This can cause leakage, fire or explosion of the batteries.

Precautions:

- ▶ Protect the batteries from mechanical influences and high ambient temperatures.
- ▶ Consider the product's IP class restrictions in chapter 6 [Technical Data](#).
- ▶ Do not drop or immerse the product into fluids.

WARNING

Short circuit of battery terminals

If battery terminals are short circuited e.g. by coming in contact with jewellery, keys, metallised paper or other metals, the battery can overheat and cause injury or fire, for example by storing or transporting in pockets.

Precautions:

- ▶ Make sure that the battery terminals do not come into contact with metallic/conductive objects.

WARNING

Inappropriate mechanical influences to batteries

During the transport, shipping or disposal of batteries it is possible for inappropriate mechanical influences to constitute a fire hazard.

Precautions:

- ▶ Before shipping the product or disposing it, discharge the batteries by the product until they are flat.
- ▶ When transporting or shipping batteries, the person in charge of the product must ensure that the applicable national and international rules and regulations are observed.
- ▶ Before transportation or shipping, contact your local passenger or freight transport company.

WARNING

Damaged battery housing

There is a risk of fire. In case skin or eyes have come into direct contact with electrolytes leaking from the battery, rinse them thoroughly with clear water. Immediately contact a doctor.

Precautions:

- ▶ Stop using the battery.
- ▶ Turn off any charging in action.
- ▶ If any electrolytes should leak from a damaged battery, avoid skin contact and direct inhalation of gases.

WARNING

Improper disposal

If the product is improperly disposed of, the following can happen:

- If polymer parts are burnt, poisonous gases are produced which may impair health.
- If batteries are damaged or are heated strongly, they can explode and cause poisoning, burning, corrosion or environmental contamination.
- By disposing of the product irresponsibly you may enable unauthorised persons to use it in contravention of the regulations, exposing themselves and third parties to the risk of severe injury and rendering the environment liable to contamination.

Precautions:

▶



The product must not be disposed with household waste. Dispose of the product appropriately in accordance with the national regulations in force in your country. Always prevent access to the product by unauthorised personnel.

Product-specific treatment and waste management information can be received from your Leica Geosystems distributor.

WARNING

Lightning strike

If the product is used with accessories, for example masts, staffs, poles, you may increase the risk of being struck by lightning.

Precautions:

- ▶ Do not use the product in a thunderstorm.

WARNING

Improperly repaired equipment

Risk of injuries to users and equipment destruction due to lack of repair knowledge.

Precautions:

- ▶ Only authorised Leica Geosystems Service Centres are entitled to repair these products.

For the AC/DC power supply:

WARNING

Unauthorised opening of the product

Either of the following actions may cause you to receive an electric shock:

- Touching live components
- Using the product after incorrect attempts were made to carry out repairs.

Precautions:

- ▶ Do not open the product!
- ▶ Only authorised Leica Geosystems Service Centres are entitled to repair these products.

For the AC/DC power supply:

WARNING

Electric shock due to use under wet and severe conditions

If unit becomes wet, it may cause you to receive an electric shock.

Precautions:

- ▶ If the product becomes humid, it must not be used!
- ▶ Use the product only in dry environments, for example in buildings or vehicles.



- ▶ Protect the product against humidity.

1.6

Laser Classification

1.6.1

General

General

The following chapters provide instructions and training information about laser safety according to international standard IEC 60825-1 (2014-05) and technical report IEC TR 60825-14:2022. The information enables the person responsible for the product and the person who actually uses the equipment, to anticipate and avoid operational hazards.

-  According to IEC TR 60825-14:2022, products classified as laser class 1, class 2 and class 3R do not require:
 - laser safety officer involvement
 - protective clothes and eyewear
 - special warning signs in the laser working areaif used and operated as defined in this User Manual due to the low eye hazard level.
-  National laws and local regulations could impose more stringent instructions for the safe use of lasers than IEC 60825-1 (2014-05) and IEC TR 60825-14:2022.

1.6.2

Scanning Laser

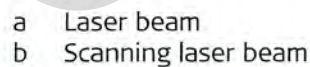
General

The laser incorporated in the product produces an invisible beam which emerges from the rotating mirror.

- IEC 60825-1 (2014-05): "Safety of laser products"

Description	Value
Wavelength	830 nm
Maximum pulse energy	10 nJ
Maximum pulse duration	3 ns
Pulse repetition frequency (PRF)	2.7 MHz
Beam divergence (FWHM, full angle)	0.4 mrad
Mirror rotation	67.9 Hz
Base rotation	6.8 mHz

Class 1 Laser Product
according to IEC 60825-1
(2014-05)



Electromagnetic Compatibility (EMC)

The term Electromagnetic Compatibility is taken to mean the capability of the product to function smoothly in an environment where electromagnetic radiation and electrostatic discharges are present, and without causing electromagnetic disturbances to other equipment.

CAUTION

Electromagnetic radiation

Electromagnetic radiation can cause disturbances in other equipment.

Precautions:

- ▶ Although the product meets the strict regulations and standards which are in force in this respect, Leica Geosystems cannot completely exclude the possibility that other equipment may be disturbed.

CAUTION

Use of the product with accessories from other manufacturers. For example, field computers, personal computers or other electronic equipment, non-standard cables or external batteries

This may cause disturbances in other equipment.

Precautions:

- ▶ Use only the equipment and accessories recommended by Leica Geosystems.
- ▶ When combined with the product, other accessories must meet the strict requirements stipulated by the guidelines and standards.
- ▶ When using computers, two-way radios or other electronic equipment, pay attention to the information about electromagnetic compatibility provided by the manufacturer.

CAUTION

Intense electromagnetic radiation. For example, near radio transmitters, transponders, two-way radios or diesel generators

Although the product meets the strict regulations and standards which are in force in this respect, Leica Geosystems cannot completely exclude the possibility that the function of the product may be disturbed in such an electromagnetic environment.

Precautions:

- ▶ Check the plausibility of results obtained under these conditions.

CAUTION

Electromagnetic radiation due to improper connection of cables

If the product is operated with connecting cables, attached at only one of their two ends, the permitted level of electromagnetic radiation may be exceeded and the correct functioning of other products may be impaired. For example, external supply cables or interface cables.

Precautions:

- ▶ While the product is in use, connecting cables, for example product to external battery or product to computer, must be connected at both ends.

 WARNING

Use of product with radio or digital cellular phone devices

Electromagnetic fields can cause disturbances in other equipment, installations, medical devices, for example pacemakers or hearing aids, and aircrafts. Electromagnetic fields can also affect humans and animals.

Precautions:

- ▶ Although the product meets the strict regulations and standards which are in force in this respect, Leica Geosystems cannot completely exclude the possibility that other equipment can be disturbed or that humans or animals can be affected.
 - ▶ Do not operate the product with radio or digital cellular phone devices in the vicinity of filling stations or chemical installations, or in other areas where an explosion hazard exists.
 - ▶ Do not operate the product with radio or digital cellular phone devices near medical equipment.
 - ▶ Do not operate the product with radio or digital cellular phone devices in aircrafts.
 - ▶ Do not operate the product with radio or digital cellular phone devices for long periods with the product immediately next to your body.
-

2

Description of the System

2.1

Inside the Box

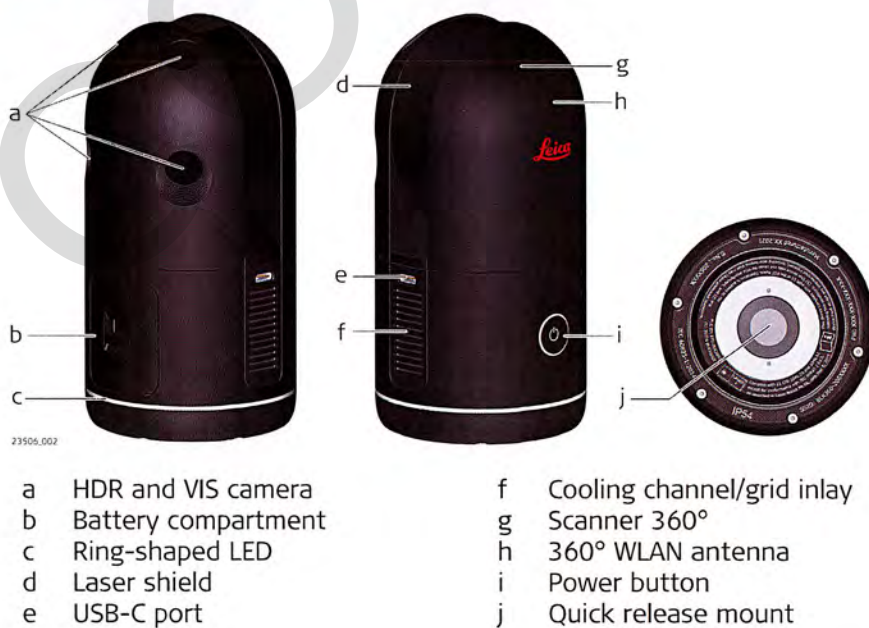
Inside the box



2.2

Instrument Components

Instrument components



3 User Interface

3.1 Power Button

Power button



a Power button

Power button	when the BLK360 is	THEN
Press and hold the button >1 sec.	off.	The BLK360 switches on and the LED starts blinking yellow.
Press and hold the button <0.5 sec.	on and ready. The LED is continuous green.	The BLK360 starts recording and the LED starts blinking yellow.
Press and hold the button >2 sec.	on and ready. The LED is continuous green.	The LED starts blinking yellow and the BLK360 switches off.
Press and hold the button > 5 sec.	on.	The BLK360 switches off immediately. Hard shut-down.

NOTICE

It is mandatory to follow always this procedure to shut down the instrument. Do not remove the battery from a running instrument!

3.2 Instrument Status

Device status

The ring-shaped LED lights up green, yellow or red in different intervals to show the operation states of the BLK360.



- a Ring-shaped LED continuous
- b Ring-shaped LED blinking
- c Ring-shaped LED alternating

Operation mode

LED status	Instrument status
	The BLK360 is off.
	The BLK360 is starting, recording or switching off.
	The BLK360 is ready. Bright green: Battery capacity > 20%. Dark green: Battery capacity < 20%. In case of low battery, refer to Insert and remove the battery .
	The VIS has detected movement and is tracking it

Firmware update mode

LED status	Instrument status
	The BLK360 is running a firmware update.
	The firmware update was successful.
	The firmware update failed.

4

Power Supply

4.1

Battery and Charger Safety

General

Use the batteries, chargers and accessories recommended by Leica Geosystems to ensure the correct functionality of the instrument.

First-time use/ charging batteries

- To prevent any malfunctioning, batteries must be charged immediately after the BLK360 is delivered
- Batteries must be charged at least every six months. Batteries that have been stored and left uncharged for more than six months can self-discharge below a critical voltage, leading to permanent damage and making the battery unusable
- The permissible temperature range for charging is from 0 °C to +40 °C/ +32 °F to +104 °F. For optimal charging, we recommend charging the batteries at a low ambient temperature of +10 °C to +20 °C/+50 °F to +68 °F if possible
- It is normal for the battery to become warm during charging. Using the chargers recommended by Leica Geosystems, it is not possible to charge the battery once the temperature is too high

Operation/discharging

- The batteries can be operated from 0 °C to +50 °C/32 °F to +122 °F
- Low operating temperatures reduce the capacity that can be drawn; high operating temperatures reduce the service life of the battery

4.2

Battery

NOTICE

Always shut down the instrument before removing the battery.

Insert and remove the battery

The IP rating is only ensured if the battery is attached correctly.



1. Press the switch on the battery inwards and upwards to unlock the battery.
2. Remove the battery.
3. Insert the new battery.
 Make sure that the battery contacts are facing to the left side.

4. Press the switch on the battery inwards and downwards to lock it.

Battery status



Press the status button to check the battery status.

24074_001

Status LED	Battery status
	0%-30%
	31%-60%
	61%-90%
	91%-100%



24074_002



24074_003



24074_004



24074_005

4.3

Charging Station

Description

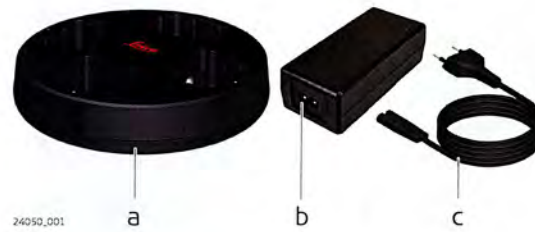
The Charger GKL825 is a multicharger for indoor-use with four battery bays. The charger is used for battery packs which are used in reality capturing equipment. In these applications, and thus for the charger, high reliability and safe operation over the expected product lifetime are of highest importance. The GKL825 offers the following functions:

- Power supply through dedicated AC/DC power adapter
- LED to indicate the status
- Four battery positions
- Charging of one to four battery packs at the same time
- Charging GEB825 batteries for BLK360 **SE** and BLK360
- Charging GEB821 batteries for BLK2GO



The GKL825 can charge one to four batteries at a time depending on requested battery charging current.

System components



- a GKL825 charger
- b AC/DC power adapter
- c AC power cable

Charger components



- a DC input
- b Battery bay with charging function
- c Battery status LED
- d Battery connector

LED indicators



LED indicator	Status	Description
	Off	No activity.
	Solid green	The battery is fully charged.
	Blinking orange	The battery is charging.
	Solid red	Failure. Refer to Troubleshooting .

Power supply



The charger GKL825 is only allowed to be operated with its own AC/DC power adapter. The AC/DC power adapter is part of the delivered package.



19541_001

- (EU) 230 V~
- (US) 120 V~
- (CN) 220 V~
- (UK) 230 V~
- (AUS) 230 V~

Input voltage: 100-240 V AC

Charge batteries step-by-step



The GKL825 can charge one to four batteries at a time. All batteries are charging in parallel.



24073_001

1. Plug the AC/DC power adapter.
2. Connect the charger plug into the DC input of the charger.
3. Insert the battery with the contact slots facing downwards.
The LED of the battery bay blinks orange  indicating the charge process.
Refer to [LED indicators](#).
4. If the LED of the battery bay lights solid green  the battery is fully charged.
Disconnect the charger plug from the DC input of the charger.
Unplug the AC/DC power adapter from the AC power source.
5. Carefully pull the battery upwards.
The LED indicator of the battery bay is off .

Troubleshooting



If an error occurs, the LED indicator of the related battery bay lights constantly red.

- Remove and insert the battery again. Make sure that the battery is correctly positioned in the battery bay. Disconnect from AC power and reconnect. If the failure persists or reappears from time to time, contact the technical support.
 - If the battery is inserted into the charger bay right after usage, it is possible that the LED of the battery bay will light solid red, indicating the battery is too hot to be charged.
 - Batteries can still be left in the charger bay, once they cool down, the charging will start. This could take up to 20 minutes.
-

5

Operation

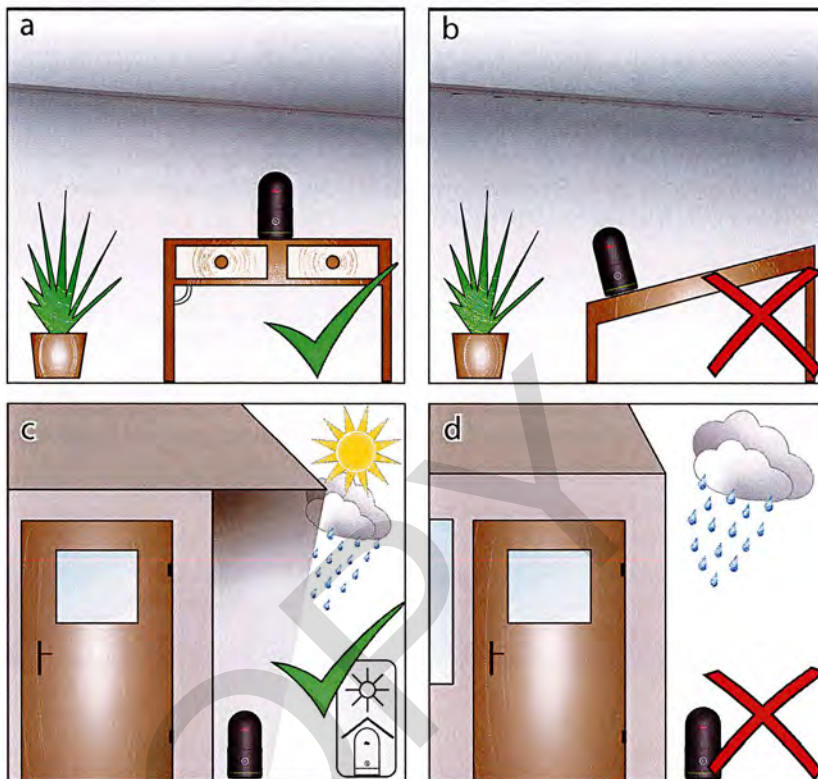
5.1

Instrument Setup

5.1.1

Setup on a Surface

BLK360 setup on a surface



- a Always place the BLK360 on a horizontal, flat surface.
- b If the BLK360 is placed on a tilted surface, there is a risk that the instrument may fall down and is damaged.
- c It is always necessary to shield the instrument from direct sunlight and unfavourable weather conditions.
- d If the laser shield is exposed to rain, scanning is not possible. To scan in these conditions, position the scanner, for example, under a roof. Refer to illustration c.

5.1.2

General Information

Use the tripod

It is recommended to set up the BLK360 on the tripod. Using the tripod specified for the scanning system:

- Guarantees maximum stability during scanning operations,
- Ensures a better airflow and prevents the BLK360 from heating up.

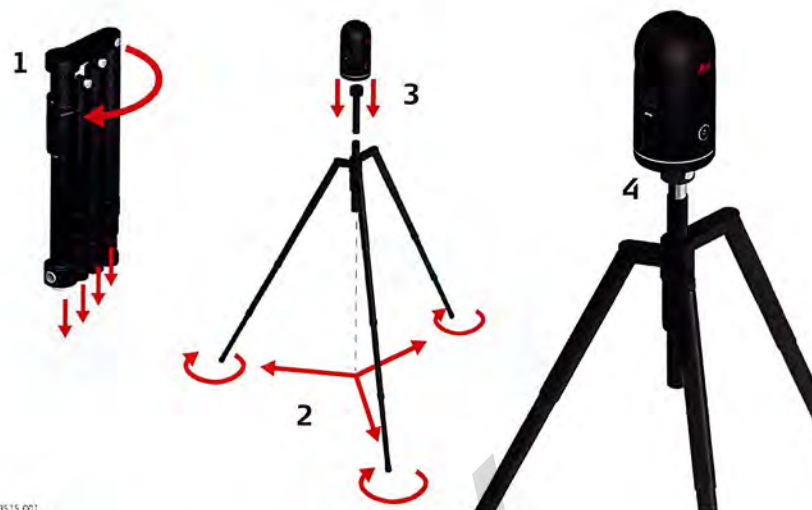


If you set up the BLK360 directly on a surface without the tripod connected, ensure that it is a horizontal and flat surface.

5.1.3

Tripod Setup

BLK360 setup
on a tripod



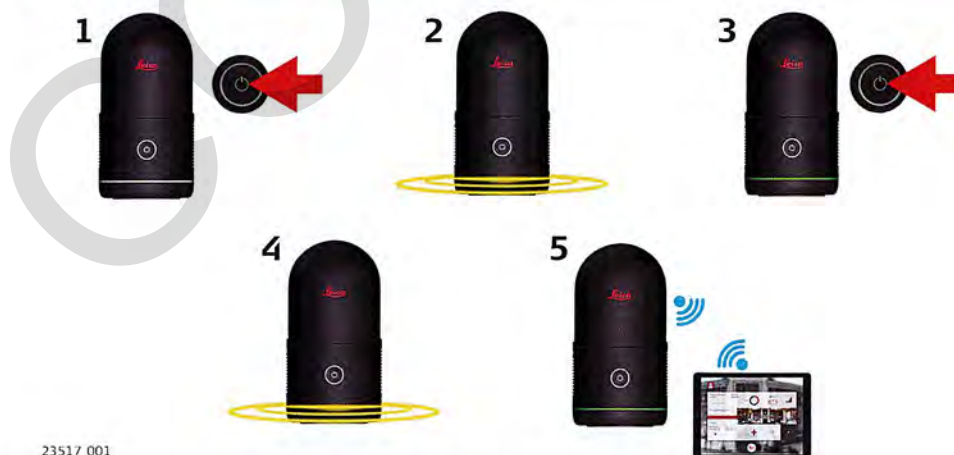
23515_001

1. Unfold the tripod and extend the tripod legs to allow for a comfortable working posture.
2. Tighten the screws of the legs and expand the legs for a stable tripod position.
3. Place the tripod adapter on the tripod and secure it.
4. Place the instrument on the tripod adapter and secure it.

5.2

Operation - Getting Started

One-button operation



23517_001

1. Press the power button to turn on the BLK360.
2. The BLK360 is starting. The ring-shaped LED is blinking yellow.
3. If the ring-shaped LED is continuous green, the BLK360 is ready for operation. Press the power button to start recording.
4. Recording starts. The ring-shaped LED is blinking yellow.
5. The recording is finished. The ring-shaped LED is continuous green. The data transfer starts as soon as the BLK360 is linked to a computing device.



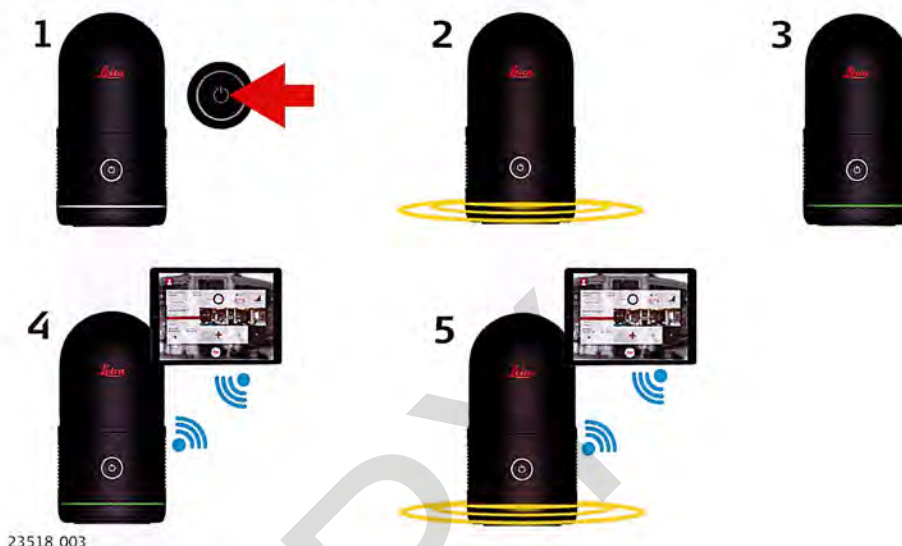
Do not touch or move the BLK360 while the system is recording.



Never touch the laser shield and the cameras. Touching these components can leave, for example, fingerprints and influence the performance negatively.

Remote control with Wi-Fi connection

The BLK360 can be remote controlled by a mobile device like a tablet or smartphone when connected via Wi-Fi.



1. Press the power button to turn on the BLK360.
2. The BLK360 is starting. The ring-shaped LED is blinking yellow.
3. If the ring-shaped LED is continuous green, the BLK360 is ready for operation.
4. Establish a Wi-Fi connection between the BLK360 and a mobile device.



The best data transfer rate can be ensured if the mobile device is close by. Ensure to be close to the BLK360 in the direct line of sight and less than 5 m distance. Greater distances and/or objects blocking the direct line of sight between BLK360 and mobile device leads to a slower data transfer.

5. Start the recording and simultaneous data transfer with the mobile device. The ring-shaped LED is blinking yellow.

Data transfer with USB connection

The USB connection can be used to transfer data from the BLK360 to a computer or laptop.

The USB-C data transfer is possible if the BLK360 is turned on and powered by the battery, or when is switched off and powered by a computing device (with or without battery inserted).

- High power mode: The data transfer speed is faster. In this mode the device is powered by the battery.
- Low power mode: The data transfer speed is slower, in this mode the BLK360 is powered by the connected computing device.



It is recommended to have the BLK360 turned on (high power mode) during USB-C data transfer to ensure fastest data throughput.

1



2



3



23519_002

1. Press the power button to turn on the BLK360.
2. Plug in the USB-C cable and connect to the computing device.
 If the USB-C cable is plugged in the BLK360 cannot capture data.
3. Start the data transfer with the computing device.

Data transfer using Wi-Fi



23538_002



1. Start the BLK360 and wait until the LED is continuous green.
2. On the computing device, select **Settings** and tap **Wi-Fi**.
3. Select the network **BLK360-206xxxxx** in the Wi-Fi settings to establish the connection.
 The number **206xxxxx** is the serial number of the BLK360.

4. Enter the password.



The instrument-specific password is printed on the label on the bottom housing.

5. Start the app and connect the BLK360.



Entering the Wi-Fi credentials is only required once to connect a computing device to the BLK360. Once the pairing is done, the connection is saved and automatically re-established the next time.

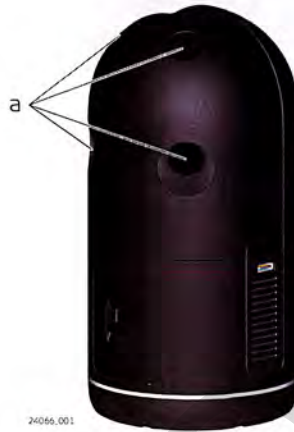
5.3

Imaging

Description

The BLK360 has four calibrated RGB cameras to collect LDR and HDR panoramic, 360° spheric images. The four cameras are also used for the Visual Inertial System (VIS).

Imaging



a Four cameras

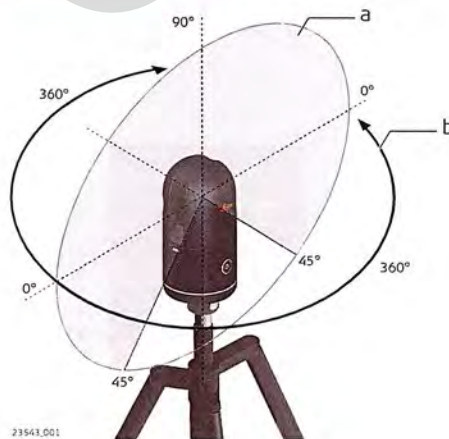


Keep the camera lenses clean and free from dirt and dust. Do not touch the optics as fingerprints can influence the image quality negatively. It is recommended to clean the camera lenses carefully with the BLK cleaning cloth from time to time.

5.3.1

Field of View (FoV)

Imaging - field of view



- a Vertical field of view: 270°
- b Horizontal field of view: 360°

5.3.2

Ambient Conditions

Ambient conditions for imaging

- Rain, snow or fog may adversely affect images quality. Always use care when collect image data in these conditions.
- For good and sharp images, avoid dark surroundings and the exposure to direct sunlight. If such conditions cannot be avoided, it is highly recommended to configure for HDR to get the best possible result.

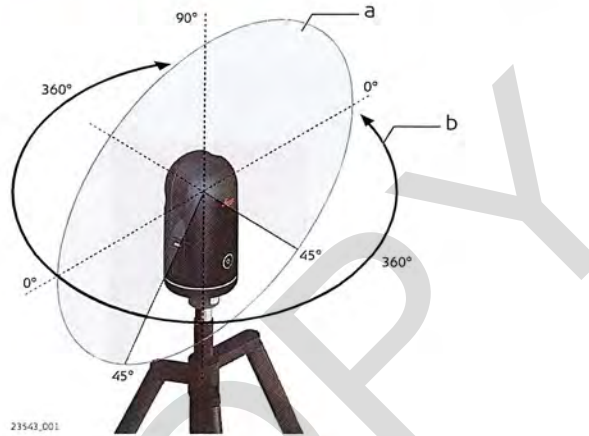
5.4

Scanning

5.4.1

Field of View (FoV)

Scanning laser - field of view



- a Vertical field of view: 270°
- b Horizontal field of view: 360°



D = Distance from center of the LiDAR to the zenith



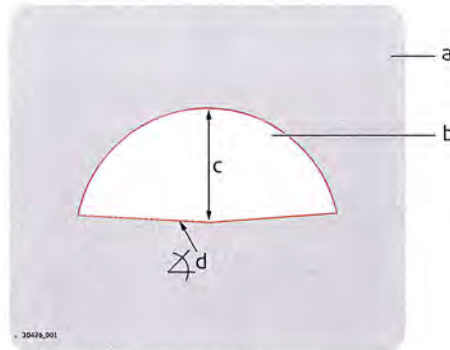
A small gap in the zenith will be present in the captured scan data, this is related to the characteristics of the ultra-fast LiDAR sensor.

If required, this gap can fast and easily be closed

- By another scan nearby that covers that area.
- Or capturing a second scan from the same position but rotating the BLK360 by 180°.

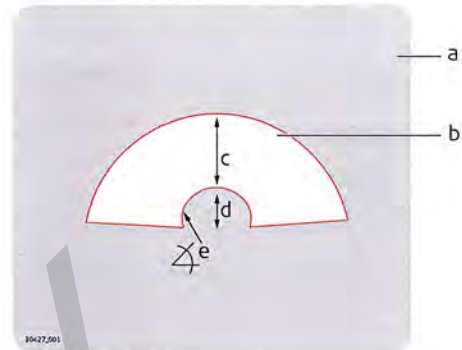
The zenith gap can have two different shapes, and the dimensions can vary depending on the distance from the center of the LiDAR sensor to the zenith.

Fig.1 Distances from center of the LiDAR to the zenith < 2 m.



- D 1.8 m
a Point cloud
b Zenith gap
c 36 cm
d 175°

Fig.2 Distances from center of the LiDAR to the zenith > 2 m.



- D 2.2 m
a Point cloud
b Zenith gap
c 25 cm
d 11 cm
e 172°

5.4.2

Ambient Conditions

Unfavourable surfaces for scanning

- Highly reflective (polished metal, gloss paint)
- Highly absorbent (black)
- Translucent (clear glass)



Colour, powder or tape these surfaces before scanning if necessary.

Unfavourable weather conditions for scanning

- If the laser shield is exposed to rain, snow or fog it is not possible to scan. To scan in these conditions, position the scanner, for example, under a roof.
- Be aware, that rain, snow or fog may adversely affect measurement quality. Always use care when scanning in these conditions.
- Surfaces that are directly illuminated by the sun cause an increased range noise and therefore a larger measurement uncertainty.
- If some objects are scanned against the sunlight or a bright spotlight, the optical receiver of the instrument can be dazzled so heavily that in this area no measured data is recorded.

Temperature changes during scanning

If the instrument is brought from a cold environment, for example from storage, into a warm and humid environment, the interior optics can condense. This may cause measurement errors.



Avoid rapid temperature changes and give the instrument 15 to 20 minutes time to acclimatise.

Dirt or dust on the laser shield

The scan mirror is protected against direct contact with a laser shield. Dirt on the laser shield such as a layer of dust, condensation or fingerprints may cause considerable measuring errors. Refer to [Cleaning and Drying](#).

5.4.3

Troubleshooting

Troubleshooting

Problem	Possible causes	Suggested remedies
Missing points in scan.	Dust, debris or fingerprints on the laser shield.	Use the BLK cleaning cloth to clean carefully the specific areas.
When switching on the instrument or starting a scan, the system switches off automatically.	Capacity of battery is too low. Battery not properly charged.	Recharge or change battery. Check the battery status as described in Power Supply .
The system switches off automatically, even though it was recharged, when switching on the instrument or starting a scan.	Battery charger is defective.	Check the function of the battery charger. Note the charging status displayed on the battery charger.
	Battery is no longer charging.	The battery has lost most of its capacity at the end of its life time. Replace the battery.

Troubleshooting - LED status

LED status	Instrument status
	System warning. For example, full storage device, empty battery. Shut down the instrument and reboot again. If status does not change, check internal storage capacity and power status of battery. Delete data and/or exchange battery.

LED status**Instrument status**

System warning. The instrument has reached a critical temperature and needs to cool down before continuing operating.



System warning. The instrument has exceeded the critical temperature, and will turn off.



An unrecoverable system error occurred. Shut down the instrument and reboot again. If status does not change, contact the Leica support.

**Troubleshooting -
support contacts**

If you experience problems with your instrument, check the BLK360 web page at <https://www.blk360.com/> for support information and contacts.

6

Technical Data

6.1

General Technical Data of the Product

Storage and Communication

Internal storage:

180 GB

Setup	Description
Dense+ and HDR	>300 scans
Fast+ and LDR	>1500 scans

Communication:

Type	Description
WLAN	Integrated 802.11 b/g/n WLAN with MIMO
USB-C	USB 3.0

Internal HDR cameras

The BLK360 has four integrated HDR digital cameras.

Camera data	Value
Type	Colour sensor, fixed focal length
Single image	4224 x 3136 pixels, 105° x 133° (V x Hz)
Full dome	8 images, automatically spatially rectified, 104 Mpx, 360° x 270°
White balancing	Automatic
HDR	Automatic
Minimum range	0.5 m
Maximum range	45 m

Additional internal sensors

Sensor	Description
Visual Inertial System (VIS)	Video enhanced inertial measuring system to track movement of the scanner position relative to the previous setup in real-time.  VIS cannot be used in complete darkness.
Tilt	IMU based 8' in a working range; ±5° for upright and upside down orientation

6.2

System Performance

System performance and accuracy



All ± accuracy specifications are one sigma (1σ) under Leica Geosystems standard test conditions unless otherwise noted.

Accuracy of single measurement (at 78% albedo)	Value
3D point accuracy	4 mm at 10 m, 8 mm at 20 m

6.3

Laser System Performance

Laser scanning system data



The scanning system is a high speed time-of-flight unit, enhanced by Waveform Digitising (WFD) technology with a maximum scan rate of 680.000 points/second.

Laser unit:

Scanning laser	Value
Classification	Laser Class 1 (in accordance with IEC 608251 (201405))
Wavelength	830 nm (invisible)

Range:

Scanning data	Value
Beam divergence	0.4 mrad (FWHM, full angle)
Beam diameter at front window	2.25 mm (FWHM)
Minimum range	0.5 m @ 78% albedo
Maximum range	45 m @ 78% albedo

Range noise:

Albedo	Distance [m]
	10
78%	1 mm

Field-of-View (per scan):

Field-of-View	Value
Selection	Always full dome
Horizontal	360°
Vertical	270°
Scanning optics	Vertically rotating mirror on horizontally rotating base protected by a laser shield.

Scan duration for 4 settings:

Point density mode	Resolution [mm @ 10m]	Estimated scan duration [MM:SS] for a full dome scan
Fast+	50	00:07
Fast	25	00:13
Dense	12	00:30
Dense+	6	01:15

Image capturing time:

Image type	Estimated image duration [MM:SS]
LDR	00:08
HDR	00:20

Scan size for 4 settings:

Point density mode	Approx. scan size [mio points]
Fast+	0.6
Fast	2.3
Dense	9.4
Dense+	37.5

6.4**Electrical Data****BLK360 power supply and consumption****Power supply:****Internal battery**

7.4V DC; one internal battery provided with system.

Power consumption:**Instrument**

10 W typical; 16 W max.

GKL825 Multicharger**Supply****Value**

Input voltage 19 V DC, 3.43 A

GEB825 internal battery**Supply****Value**

Type Li-Ion

Voltage 7.4 V

Capacity 2.6 Ah

Battery operating and charging times**Internal battery****Value**

Operating time >60 scans per battery, typical continuous use (room temperature).

Charging time Typical charging time with charger GKL825 is 2-3 hours at room temperature.

6.5**Environmental Specifications****Environmental specifications**

Type	Operating temperature [°C]	Storage temperature [°C]
Instrument and charger	0 to +40	-25 to +70
Battery	0 to +50	-40 to +70
AC/DC power supply	0 to +40	-20 to +70



If the outside temperature is above 30 °C, the unit should be cooled, for example, by shadowing it from direct sunlight, to ensure full scanning performance.

Type	Protection against water, dust and sand
Instrument	IP54 (IEC 60529) upright, battery inserted and closed correctly

Type	Protection against water, dust and sand
	Dust protected Betamesh BM90 – filtration level 69 µm Betamesh BM20 – filtration level 20 µm Protection against splashing water from any direction.
Battery	IP54 (IEC 60529) Dust protected Protection against splashing water from any direction.
Charger and AC/DC power supply	Only operate in dry environments, for example in buildings and vehicles.
Type	Humidity
Instrument	max. 95% non-condensing
Battery and Charger	max. 95% non-condensing
AC/DC power supply	max. 80% non-condensing
Type	Limits of use
Instrument and battery	Pollution degree 4: Electrical equipment for indoor and outdoor use. Working altitude: unlimited
Charger and AC/DC power supply	Pollution degree 2: Electrical equipment for office environment. Working altitude: ≤ 2000 m
Type	Lighting
Instrument	Fully operational from bright sunlight to complete darkness.
Type	Sound level
Instrument	< 70 db(A)

6.6

Dimensions

Dimensions

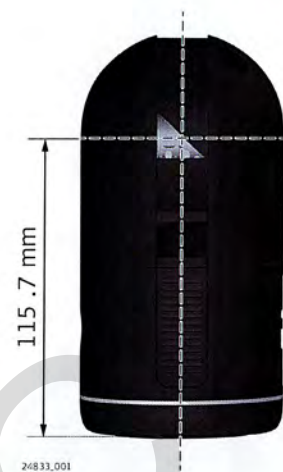
Instrument	Dimensions [mm] (D x W x H)	Dimensions ["] (D x W x H)
BLK360	80 x 80 x 155	3.1 x 3.1 x 6.1
GEV821 AC power supply	85 x 170 x 41 / cable length: 1800	3.4 x 6.7 x 1.6 / cable length: 70
GKL825 multicharger	157 x 71 x 38	6.2 x 2.8 x 1.5
GEB825 battery	71.5 x 39.5 x 21.2	2.8 x 1.6 x 0.8
GAD52 tripod adapter	42 x 42 x 35.1	1.65 x 1.65 x 3.1
Transport container	195.5 x 195.5 x 258.6	7.7 x 7.7 x 10.2

Dimensions

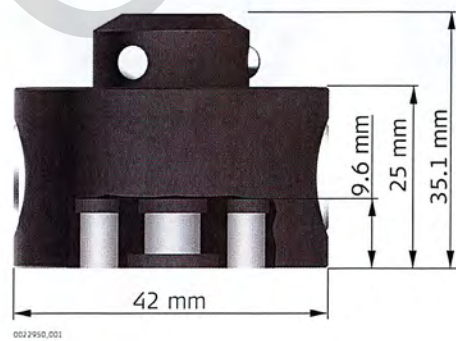
BLK360



Fast axis



Dimensions of tripod adapter



6.7

Weight

Weight

Instrument	Weight [kg]	Weight [lbs]
BLK360 without battery	0.75	1.65

Instrument	Weight [kg]	Weight [lbs]
GEV821 AC power supply	0.1	0.2
GKL825 multicharger	0.1	0.2
GEB825 battery	0.1	0.2
BLK360 transport container (without scanner and accessories)	1.0	2.2
BLK360 transport container (with scanner and standard accessories)	2.2	4.9

6.8

Accessories

Scope of delivery

- BLK360
- Transportation case GVP739
- Battery charger GKL825 with AC power adapter GEV821
- Battery GEB825 (3x)
- Quick Guide BLK360
- 12 month warranty
- Calibration Certificate digital access by online registration

Additional accessories

- BLK360 tripod
- BLK360 tripod adapter
- BLK360 mission bag
- BLK360 tribrach adapter

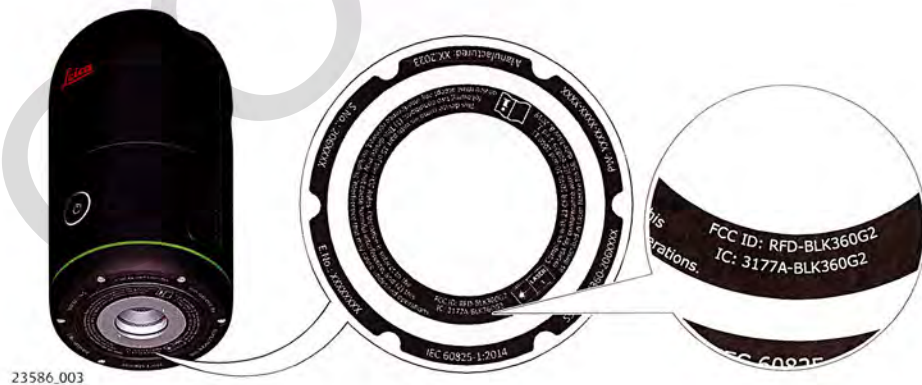
6.9

Conformity to National Regulations

6.9.1

BLK360

Labelling BLK360





Frequency bands, output power

Type	Frequency band [MHz]	Maximum out- put power ¹⁾ [dBm]	Country restrictions
WLAN 2.4 GHz	2412–2472	16.89	

Radio Exposure State- ment

In order to comply with RF Exposure requirements, this device must be used/ installed to provide at least 20 cm separation from the human body at all times.

EU



Hereby, Leica Geosystems AG declares that the radio equipment type BLK360 G2 is in compliance with Directive 2014/53/EU and other applicable European Directives.
The full text of the EU declaration of conformity is available at the following Internet address: <http://www.leica-geosystems.com/ce>.

USA

FCC ID: RFD-BLK360G2

Part 15 B/C

Changes or modifications not expressly approved by Leica Geosystems for compliance could void the user's authority to operate the equipment.

Canada

CAN ICES-003 (Class B) / NMB-003 (Class B)

IC ID: 3177A-BLK360G2

¹⁾ Conducted power for mobile technologies and EIRP for other technologies.

Canada Compliance Statement

This device contains licence-exempt transmitter(s)/receiver(s) that comply with Innovation, Science and Economic Development Canada's licence-exempt RSS(s). Operation is subject to the following two conditions:

1. This device may not cause interference
2. This device must accept any interference, including interference that may cause undesired operation of the device

Canada Déclaration de Conformité

L'émetteur/récepteur exempt de licence contenu dans le présent appareil est conforme aux CNR d'Innovation, Sciences et Développement économique Canada applicables aux appareils radio exempts de licence. L'exploitation est autorisée aux deux conditions suivantes:

1. L'appareil ne doit pas produire de brouillage
2. L'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement

Brazil



10498-24-09709

This equipment is not entitled to protection against harmful interference and may not cause interference in duly authorised systems. For more information, see the ANATEL website - <http://www.anatel.gov.br/>

South Korea



Applicant name: Leica Geosystems Korea AG
Product name: Specific small output wireless device
Model name: BLK360
KC number: R-R-rks-BLK360G2
Manufacture date: Marked separately
Manufacturer: Leica Geosystems AG, CH-9435 Heerbrugg

South Korea



There is a possibility of radio interference during operation of this radio facility.

Taiwan

According to the Low-power Radio-frequency Devices Technical Regulations:

- Without permission granted by the NCC, any company, enterprise, or user is not allowed to change frequency, enhance transmitting power or alter original characteristic as well as performance to approved low-power radio-frequency devices
- The low-power radio-frequency devices shall not influence aircraft security and interfere legal communications; If found, the user shall cease operating immediately until no interference is achieved
- The said legal communications means that radio communications is operated in compliance with the Telecommunications Management Act
- The low-power radio-frequency devices must be susceptible with the interference from legal communications or ISM radio wave radiated devices

Singapore

Complies with
IMDA Standards
N1337-24

Japan

- This device is granted pursuant to the Japanese Radio Law (電波法) and the Japanese Telecommunications Business Law (電気通信事業法).
- This device should not be modified (otherwise the granted designation number will become invalid).

Others

The conformity for countries with other national regulations has to be approved prior to use and operation.

6.9.2

Battery and charger

Labelling GKL825



Labelling GEB825



Labelling GEV821



24033_002



The following advice is only valid for GEB825 and GKL825.



Hereby, Leica Geosystems AG declares that the product/s is/are in compliance with the essential requirements and other relevant provisions of the applicable European Directives. The full text of the EU declaration of conformity is available at the following Internet address:
<http://www.leica-geosystems.com/ce>.



This product is in compliance with electromagnetic compatibility regulations in the United Kingdom and is eligible to bear the UKCA mark. The manufacturer, Leica Geosystems, declares that this product has been tested and meets the relevant standards for electromagnetic emissions and immunity.



This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules.

These limits are designed to provide reasonable protection against harmful interference in a residential installation.

This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, it may cause harmful interference to radio communications.

However, there is no guarantee that interference does not occur in a particular installation.

If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and the receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

Changes or modifications not expressly approved by Leica Geosystems for compliance could void the user's authority to operate the equipment.

Responsible Party – U.S. Contact Information
Michael Harvey
Leica Geosystems, Inc.
10035 Via Colomba Cir #205
Fort Myers, FL 33966, USA
Tel.: (615) 585-0689
Email: michael.harvey@leicaus.com

Canada

CAN ICES-003(B)/NMB-003(B)

Others

The conformity for countries with other national regulations has to be approved prior to use and operation.

6.9.3

Dangerous Goods Regulations

Dangerous Goods Regulations

Many products of Leica Geosystems are powered by Lithium batteries. Lithium batteries can be dangerous under certain conditions and can pose a safety hazard. In certain conditions, Lithium batteries can overheat and ignite.

-  When carrying or shipping your Leica product with Lithium batteries onboard a commercial aircraft, you must do so in accordance with the **IATA Dangerous Goods Regulations**.
 -  There are guidelines on **How to carry** and **How to ship** products with Lithium batteries. Before any transportation of a Leica product, we ask you to consult the guidelines on the web page ([IATA Lithium Batteries](#)) to ensure that you are in accordance with the IATA Dangerous Goods Regulations and that the Leica products can be transported correctly.
 -  Damaged or defective batteries are prohibited from being carried or transported onboard any aircraft. Therefore, ensure that the condition of any battery is safe for transportation.
-

7 Care and Transport

7.1 Maintenance



For units that are exposed to high mechanical forces, for example through frequent transport or rough handling, it is recommended to carry out test measurements periodically.

7.2 Transport

Transport in the field

When transporting the equipment in the field, always make sure that you carry the product in its original transport container or carry the tripod upright with the product fastened and secured onto the tripod.

Transport in a road vehicle

Never carry the product loose in a road vehicle, as it can be affected by shock and vibration. Always carry the product in its container and secure it.

Shipping

When transporting the product by rail, air or sea, always use the complete original Leica Geosystems packaging, container and cardboard box, or its equivalent, to protect against shock and vibration.

Shipping, transport of batteries

When transporting or shipping batteries, the person responsible for the product must ensure that the applicable national and international rules and regulations are observed. Before transportation or shipping, contact your local passenger or freight transport company.

7.3 Storage

BLK360

Respect the temperature limits when storing the equipment, particularly in summer if the equipment is inside a vehicle. Refer to [6 Technical Data](#) for information about temperature limits.

Li-Ion battery

- Refer to [Environmental specifications](#) for information about storage temperature range
- Remove batteries from the product and the charger before storing
- After storage recharge batteries before using
- Protect batteries from damp and wetness. Wet or damp batteries must be dried before storing or use
- A storage temperature range of 0 °C to +30 °C/+32 °F to +86 °F in a dry environment is recommended to minimise self-discharging of the battery
- Batteries must be charged at least every six months. Batteries that have been stored and left uncharged for more than six months can self-discharge below a critical voltage, leading to permanent damage and making the battery unusable

Charger and docking station

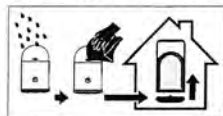
- Keep chargers and docking stations away from excessive dirt, dust and contaminants.
- After unpacking the product visually inspect the charger for possible damage.
- Unplug the product from the outlet before attempting any maintenance or cleaning.

7.4

Cleaning and Drying

Damp products

Dry the product, the mission bag, the foam inserts and the accessories at a temperature not greater than 40 °C /104 °F and clean them carefully. Remove the battery and dry the battery compartment. Do not repack until everything is completely dry. Always close the mission bag when using in the field.



Housing parts of product and accessories

- Never touch the glass surfaces of the cameras or the laser shield with your fingers.
- Only use a clean, soft, lint-free cloth for cleaning. It is recommended to use the BLK cleaning cloth. If necessary, moisten the cloth with water or pure alcohol. Do not use other liquids; other liquids may attack the polymer components.

Charger and AC/DC power supply

Use only a clean, soft, lint-free cloth for cleaning.

Cables and plugs

Keep plugs clean and dry. Blow away any dirt lodged in the plugs of the connecting cables.

7.4.1

Air Inlet Cleaning Procedure

General

The mesh of the air inlet prevents dust and particles from being drawn into the BLK360.

The mesh must be cleaned regularly, biannually at least. How often the cleaning procedure has to be done depends on the usage of the instrument and the surroundings, where it is used.

For example, using the instrument once a week in a clean environment needs a less often cleaning than using the instrument daily in a dusty environment.

If one of the following occurs, a mesh cleaning must be carried out:

- There is clearly visible dust on the mesh.
- The BLK360 overheats unusually fast.
- The fan runs at a constantly high level, which is audible from the fan noise as well as the battery is drained faster.



Not cleaning the mesh of air inlet regularly might cause performance issues due to a not correctly working air channel.

Position



- a USB-C port
- b Air inlet with mesh

Cleaning the mesh step-by-step

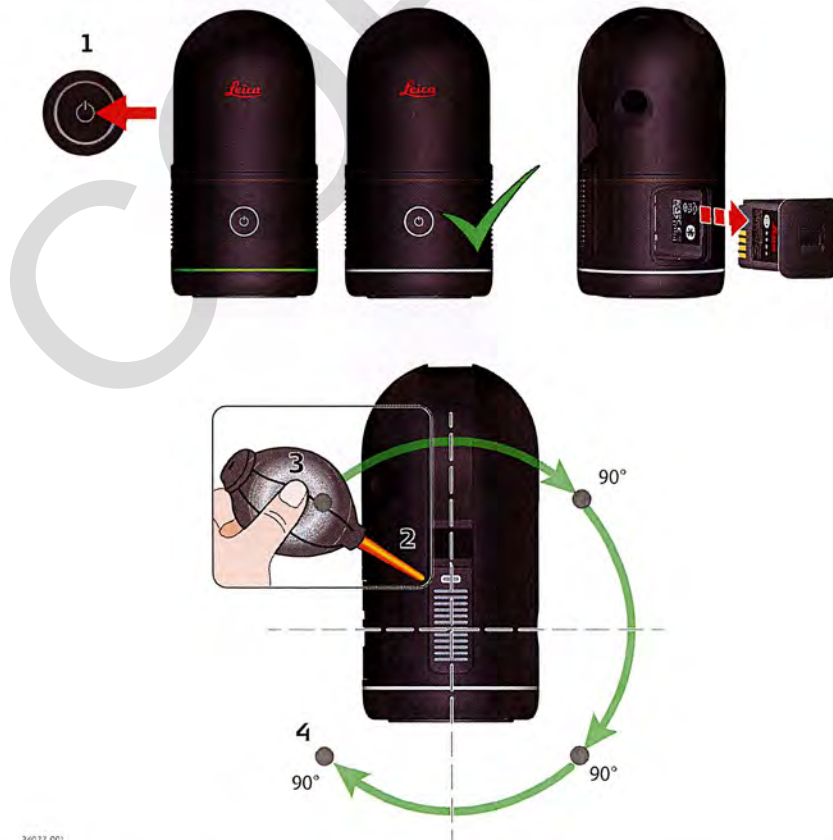
It is recommended to clean the mesh of the air inlet in a contactless way by using a bellows. The bellows generates a concentrated airflow with moderate air pressure, which gently removes dust from the sensitive mesh.

Alternatively, you can use fresh clean compressed air, for example, with a compressed gas duster. Do not use air from the pneumatic power system as it is always slightly oily.



Make sure that the cleaning procedure is carried out carefully.

Before any cleaning procedure, ensure that the BLK360 is switched off and the battery has been removed.



1. Switch off the BLK360 and remove the battery.

2. Hold the bellows at a distance of about 1 cm from the mesh and slightly tilted to the mesh.
3. Generate a concentrated air flow by squeezing the bellows to remove the dust from the mesh.
4. Rotate the bellows 90° three times and repeat step 3. each time to clean the mesh properly from each side.
 -  If some particles of dust are clearly stuck inside the mesh fibers, do not try to remove them. It may force the particles to move further in and damage the mesh.
 -  Do not use water to clean the mesh.
 -  Do not touch the mesh with your hands or tools, as it can damage the mesh.
 -  The mesh of the air outlet does not require any cleaning.

7.5

Laser Shield and Camera Lenses Cleaning Procedure

General cleaning information

The laser shield and camera lenses must be kept clean. The instructions must be followed as described in this chapter to clean these surfaces.

CAUTION

Damage to instrument

Cleaning the instrument while the device is switched on can damage the instrument or the battery.

Precautions:

- Before cleaning, switch off the instrument and remove the battery.

Dust and debris on optical surfaces

Use the BLK cleaning cloth to remove dust and debris from these surfaces.

-  The BLK cleaning cloth must be clean and free from dirt, dust or particles.
-  Never rub off dust or debris as this will scratch the surface and possibly causing permanent damage to the special optical coatings.

Cleaning of optical surfaces

Soiling of the laser shield can cause extreme measurement errors and therefore useless data.

-  All soiling that is visible on the laser shield must be removed, except for single small dust particles that adhere inevitably.

For the cleaning procedure, the BLK cleaning cloth is recommended.

Clean the laser shield and camera lenses regularly with the BLK cleaning cloth:

1. Switch off the BLK360 and remove the battery.
2. Use the BLK cleaning cloth and gently clean the laser shield.
3. If any smears from cleaning are visible against back light, repeat the procedure.

Software Licence Agreement

This product contains software that is preinstalled on the product, or that is supplied to you on a data carrier medium, or that can be downloaded by you online according to prior authorisation from Leica Geosystems. Such software is protected by copyright and other laws and its use is defined and regulated by the Leica Geosystems Software Licence Agreement, which covers aspects such as, but not limited to, Scope of the Licence, Warranty, Intellectual Property Rights, Limitation of Liability, Exclusion of other Assurances, Governing Law and Place of Jurisdiction. Please make sure, that at any time you fully comply with the terms and conditions of the Leica Geosystems Software Licence Agreement.

Such agreement is provided together with all products and can also be referred to and downloaded at the Leica Geosystems home page at [Hexagon – Legal Documents](#) or collected from your Leica Geosystems distributor.

You must not install or use the software unless you have read and accepted the terms and conditions of the Leica Geosystems Software Licence Agreement. Installation or use of the software or any part thereof, is deemed to be an acceptance of all the terms and conditions of such Licence Agreement. If you do not agree to all or some of the terms of such Licence Agreement, you must not download, install or use the software and you must return the unused software together with its accompanying documentation and the purchase receipt to the distributor from whom you purchased the product within ten (10) days of purchase to obtain a full refund of the purchase price.

Open source information

The software on the product may contain copyright-protected software that is licensed under various open source licences.

Copies of the corresponding licences:

- are provided together with the product (for example in the About panel of the software).
- can be downloaded on <http://opensource.leica-geosystems.com/blk360>.

If foreseen in the corresponding open source licence, you may obtain the corresponding source code and other related data on <http://opensource.leica-geosystems.com/blk360>. Contact opensource@leica-geosystems.com in case you need additional information.



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- when it has to be **right**

Leica
Geosystems

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Switzerland

www.leica-geosystems.com



Active Customer Care

Our commitment.
Your success.



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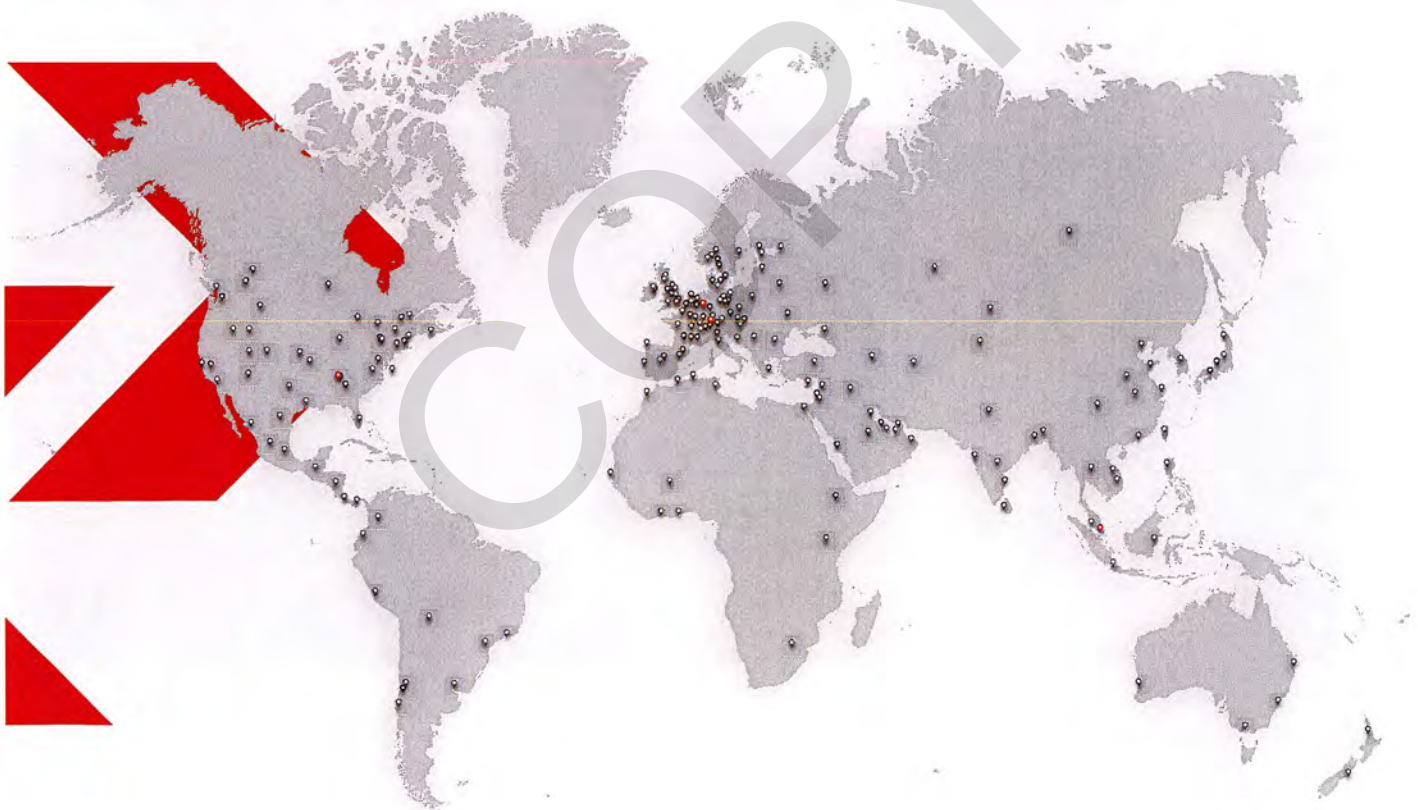
Our commitment. Your success.

At Leica Geosystems we are committed to providing what is needed to succeed in today's business: High quality and innovative products which operate at the highest accuracy with minimised downtime and outstanding support and services around the globe, anytime and anywhere.

In other words: **Active Customer Care.**

Active Customer Care is one of the most comprehensive service and support networks in the world. It allows us to stay close to you, our customers, working together to resolve issues and plan even better product solutions for the future. It is our commitment to your success.

Close to 300 service and support locations are operated by Leica Geosystems or authorised local distribution partners whose technicians are trained by Leica Geosystems. All service centres are regularly re-certified and operate with the same Leica Geosystems-designed professional tools and equipment.



 Service Centres

 Service Hubs

Find your closest authorised service center
or service hub on

[leica-geosystems.com/contact-us/
sales_support/technical-service](http://leica-geosystems.com/contact-us/sales_support/technical-service)



Product & Customer Care

Our focus. Your benefit.

The Product Care portfolio contains a wide range of technical services that guarantee a long lifespan for your product. For Customer Care, we provide a comprehensive set of support services to make you feel comfortable using Leica Geosystems solutions.



Maintenance Services

- Preventative maintenance at different levels, depending on product and usage
- Minimise downtime and repairs and confirm accuracy

Repair Services

- Simple to extensive repairs
- Rebuilds of dropped instruments

Certification Services

- Annual accuracy confirmation
- Different levels of calibration certificates

Upgrade Services

- Upgrades of products with latest technology



Customer Support

- Hotline and web-based support
- Direct access to global support network

Online Learning

- Wide selection of online learning courses
- Web broadcasts

Training courses

- Classroom training
- Onsite training

Consulting services

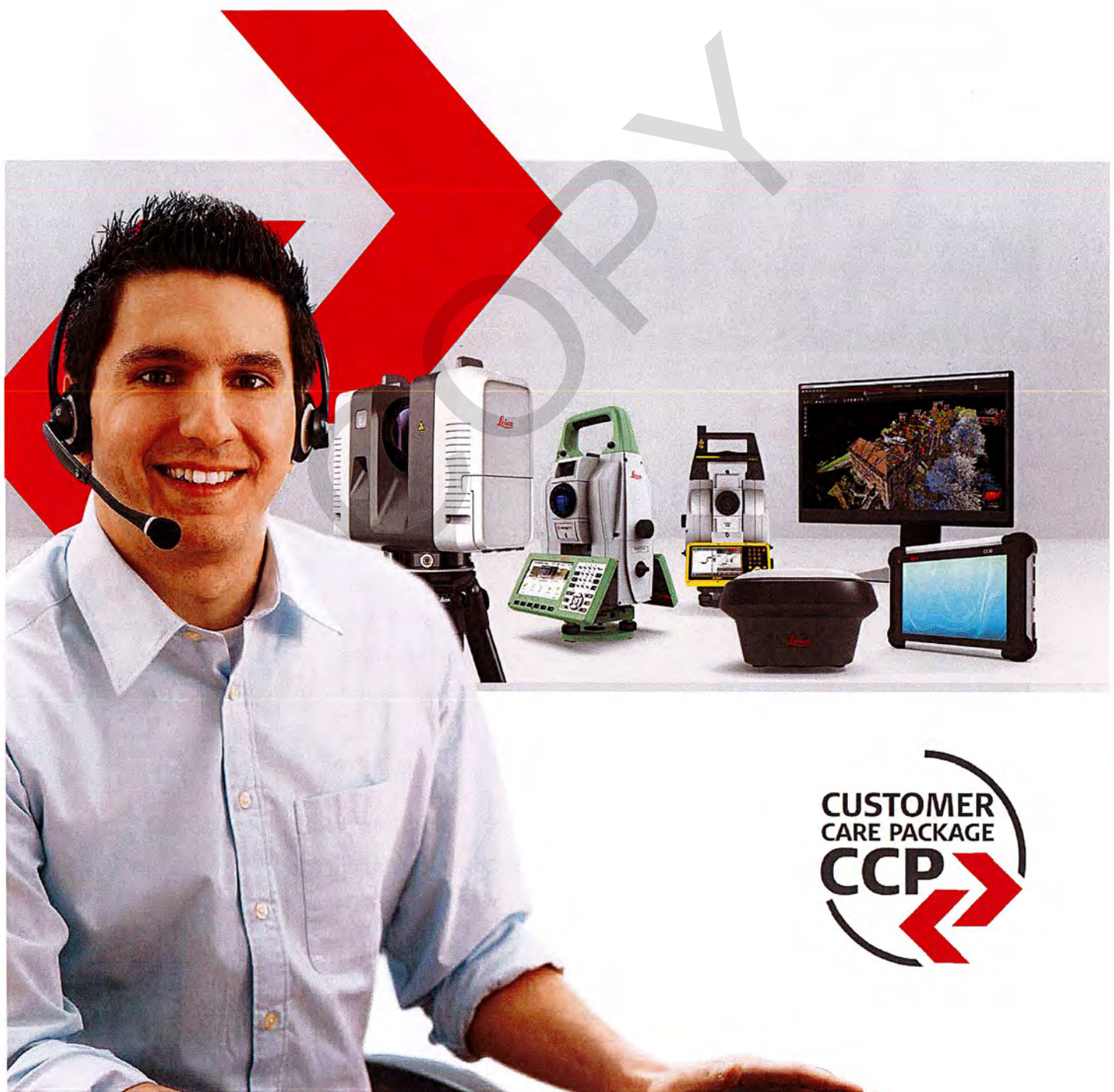
- Our specialists provide consulting for projects

Customer Care Packages

Our commitment. Your coverage.

Customer Care Packages (CCPs) bundle Product Care and Customer Care together to ensure you achieve maximum value from your investment. When you buy a CCP from Leica Geosystems, you have peace of mind that nothing stands between you and your productivity because our global network of professional support and service teams support you however needed.

It does not matter if you have a big team or a small one or whether your employees are experienced or new. Whether you have complex projects or simply want to optimise basic daily tasks, Leica Geosystems' Active Customer Care has a package for every customer. From basic to advanced requirements, we commit to stand behind you.



Customer Care Packages

Our offering. Your choice.

Global Components	BASIC CCP	BLUE CCP	BRONZE CCP	SILVER CCP	GOLD CCP
Customer Support	■	■	■	■	■
Software Maintenance	■	■	■	■	■
Hardware Maintenance		■		■	■
Extended Warranty			■	■	■
Local Benefits		■	■	■	■

CCPs are available for different durations and coverage levels. For example:

- Bronze CCPs are offered for selected products and markets.
- Gold CCPs for total stations contain additional extended maintenance at recommended intervals.
- Gold CCPs for HDS/Mobile Mapping include an additional backup product.



Customer Support

Direct hotline and web-based support from our specialists for:

- Operational questions
- Equipment configuration
- Issues & general advice



Hardware Maintenance

Professional preventative maintenance that helps to:

- Minimise downtime & repairs
- Ensure reliable operation
- Confirm accuracy



Software Maintenance

Maximise productivity by staying up to date with:

- Performance improvements
- Application enhancements
- New Software features



Extended Warranty

Extend coverage beyond the standard warranty:

- Security for unforeseen failures
- Avoid unplanned costs
- Up to five years coverage



Local Benefits

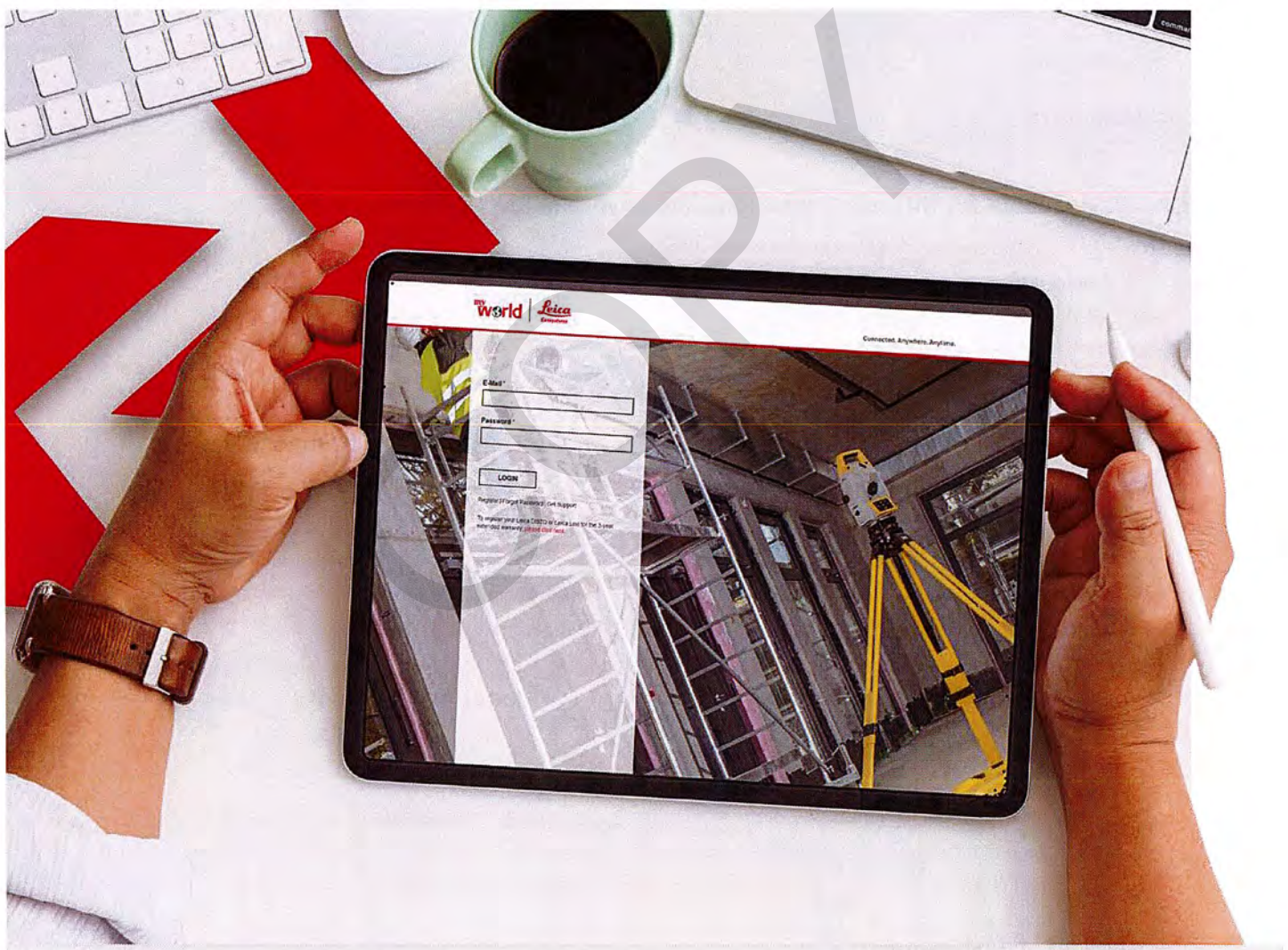
Each sales office enhances the standard Customer Care Package with local resources, delivery networks, local language and knowledge of local methods.

myWorld Customer Portal

Connected. Anywhere. Anytime.

Stay connected - wherever you are and at any time. Through our customer portal, myWorld, you can access all the information needed for a successful operation: product news and updates, user manuals, new software releases, training, support and other services to keep your equipment and teams running. Detailed information on individual products and their service history aids in maintaining their value while enabling maximum efficiency and productivity.

Additionally, myWorld offers training and support for your employees to ensure they stay up to date with new products and product features, utilising them properly daily to support smooth operations.





myProducts

Benefit by staying up to date and getting the most out of your products.

- View detailed information about your products (available options, licenses, CCPs, etc.).
- Stay up to date with the latest documentation and software updates.



myService

Profit from an overview on service cases that allows you to plan equipment availability.

- Have instant access to the status of current service cases
- View the complete service history of your products.



mySupport

Professional support at your convenience enables you to maintain maximum productivity.

- Create support cases online that are answered by skilled professionals.
- View the complete history of your support cases.



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Increase your product knowledge and productivity.

- Benefit from online training courses to learn more about your products.
- Keep up to date with the latest information on your products.



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Some features may not be available in all markets.



Leica Geosystems – when it has to be right

Revolutionising the world of measurement and survey for nearly 200 years, Leica Geosystems, part of Hexagon, creates complete solutions for professionals across the planet. Known for premium products and innovative solution development, professionals in a diverse mix of industries, such as aerospace and defence, safety and security, construction, and manufacturing, trust Leica Geosystems for all their geospatial needs. With precise and accurate instruments, sophisticated software, and trusted services, Leica Geosystems delivers value every day to those shaping the future of our world.

Hexagon is a global leader in sensor, software and autonomous solutions. We are putting data to work to boost efficiency, productivity, and quality across industrial, manufacturing, infrastructure, safety, and mobility applications.

Our technologies are shaping urban and production ecosystems to become increasingly connected and autonomous – ensuring a scalable, sustainable future.

Hexagon (Nasdaq Stockholm: HEXA B) has approximately 20,000 employees in 50 countries and net sales of approximately 3.8bn EUR. Learn more at hexagon.com and follow us @HexagonAB



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- when it has to be **right**





REGULAR COUNCIL MEETING CONSENT AGENDA STATEMENT

Meeting Date: April 27, 2026

Item# 10C

Agenda Item: Award of a Task Order for 2026 Sanitary Sewer System Inspections

Summary: Council is requested to approve awarding a task order for 2026 Sanitary Sewer System Inspections to keep the Town in compliance with the updated 2020 Consent Order from the Virginia Department of Quality to CHA Consulting Inc in the amount of \$240,000.00. This task order will provide services for field Inspections, smoke testing, manhole inspections and CCTV inspections to find sources causing the I&I infiltration into the Town's sanitary sewer system.

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:

Funds were previously budgeted for I & I Abatement Projects and were set aside on Town purchase order number 30801 under the following line item:

9802-R47998	Sewer Maintenance I & I Abatement	\$240,000.00
-------------	-----------------------------------	--------------

Meetings: Work Session held April 6, 2026

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

Proposed Motion:

I move that Council approve the award of a task order to CHA Consulting, Inc. in the amount of \$240,000.00 for the 2026 Sanitary Sewer System Inspections, to support compliance with the 2020 Virginia Department of Environmental Quality Consent Order.

Moved _____ Seconded _____

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



Town of Front Royal Public Works

MEMORANDUM

TO: Michelle Campbell, Purchasing Manager

CC: BJ Wilson, Assistant Town Manager/ Finance Director

FROM: Robert B Boyer, Public Works Director

DATE: March 26, 2026

SUBJECT: Recommendation to approve the CHA Engineering task order for Sanitary Sewer Inspections.

We have reviewed the proposed CHA Engineering task order for Sanitary Sewer Inspections to keep the Town in compliance with the updated 2020 Consent Order from the Virginia Department of Quality. This task order would provide services for field inspections, smoke testing, manhole inspections and CCTV inspections to find sources causing the I&I infiltration into the town's sanitary sewer system. We recommend approving this task order in the amount of \$240,000.00.

The funds for this task order are currently available under 9802-R47998 - PO#30801.

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

Thank You.

**TASK ORDER NO. 3-2026
PROFESSIONAL ENGINEERING SERVICES
BETWEEN
OWNER AND ENGINEER**

2026 SANITARY SEWER SYSTEM INSPECTIONS

This Task Order 3-2026 supplements 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 Town of Front Royal needs to mitigate inflow and infiltration (I&I) and reduce the occurrence of sanitary sewer overflows (SSOs) in the Town’s sanitary sewer collection system in accordance with the 2020 Consent Order. CHA continues to provide sanitary sewer collection system flow monitoring under a separate task order. To collect the field data necessary to guide prioritization of future sanitary sewer collection system improvement projects, CHA will conduct targeted manhole inspections, smoke testing, and closed-circuit television (CCTV) pipe inspections in the prioritized areas shown in Figure 1. CHA will then summarize the field investigation findings in a technical memorandum.

PART 2.0 – SCOPE OF SERVICES

CHA will provide the following engineering services:

Task 1 – Sanitary Sewer Manhole Inspections

CHA will open and physically inspect the 286 sanitary sewer manholes in the targeted areas of the sanitary sewer collection system as shown in Figure 1. CHA will also inspect additional manholes discovered through field inspections and smoke testing. CHA budgeted inspecting up to 300 manholes. The manhole inspections will document the structural integrity of each manhole while focusing on the potential for identified defects to allow I&I intrusion. Additionally, the manhole inspections will document any evidence of surcharging and the susceptibility of the manholes to surface water flooding. All manhole inspections will be completed from the ground level to avoid confined space entries. The manhole condition assessment form will be a digital version prepared by CHA for this evaluation, which will reflect an abbreviated version of the National Association of Sewer Service Companies (NASSCO) Manhole Assessment Certification Program (MACP) inspection protocol to tailor the inspections to I&I mitigation and reduce field investigation costs. The inspection data will be collected with a hand-held tablet in the field and uploaded to a Geographic Information System (GIS) geodatabase to easily query and evaluate data.

CHA will provide a two-person crew to perform the manhole inspections. CHA may ask the Town to assist with traffic control where necessary for safety. If any data included on the manhole inspection form cannot be obtained due to deep depths, obstructions in the manhole, or inaccessibility (due to asphalt or concrete pavement over the manhole cover, earthen fill over the manhole cover, seized covers, stripped bolts, felled trees, sewer surcharging, need for major traffic control, etc.), CHA will request assistance from the Town in removing the constraint. CHA will generate a list of manholes that fall into this category and provide the list to the Town for consideration. If the Town is unable to assist, the manhole will not be inspected. CHA budgeted for attempting to locate 30 inaccessible manholes.

Task 2 – Sanitary Sewer System Smoke Testing

CHA will perform targeted smoke testing in the targeted areas of the sanitary sewer collection system as shown in Figure 1, when permitted by low antecedent soil moisture conditions (i.e., summer months). CHA will smoke test in the areas that are contributing significant I&I based on sewer flow metering data and field investigation data collected at the time of scheduling the smoke testing.

CHA will provide a two-person crew and all equipment needed for smoke testing, including the Hurco liquid smoke units. CHA will also handle public notification/coordination for smoke testing as follows:

1. CHA will distribute door hangers at least one day prior to beginning smoke testing in a specific area. The door hangers will describe smoke testing, what steps to take, who to notify with questions, etc.
2. CHA will notify the OWNER, police department, and fire department of the planned work each day.
3. All CHA crew members will have photo identification and wear CHA-branded clothing during smoke testing. Vehicles will also be CHA-branded.
4. Inevitably, smoke will enter a home or business due to faulty plumbing. CHA will immediately notify the OWNER and the fire department when this situation arises after/during discussions with the property owner. Liquid smoke is odorless, non-toxic and will not stain.

CHA may ask the Town to assist with traffic control where necessary for safety.

All observed smoke “leaks” will be identified by the type of leak (cleanout cap, storm drain cross connection, main sewer, etc.), volume of smoke observed from the leak, and potential for I&I. Smoke test reports will be generated that will show the sewers that were smoke tested, identify each leak, and locate each leak from two or three permanent monuments. Digital pictures will also be taken of each defect and included with the reports. CHA will notify the OWNER of any severe defects requiring emergency action, such as a collapsed sanitary sewer pipe.

Task 3 – Sanitary Sewer CCTV Inspection

After evaluation of the manhole inspection and smoke testing data, CHA will propose CCTV inspection of targeted sanitary sewer pipes upstream of known SSOs and in identified areas with the potential for excessive I&I. While CHA cannot discern the exact scope of this work at this time, CHA estimates that perhaps 20 percent of the approximately 83,600 linear feet of sanitary sewer pipes in the prioritized areas of the collection system will require CCTV inspection to provide the necessary information needed to maximize I&I mitigation.

CHA will collect the necessary CCTV footage using RedZone Robotics self-navigating camera equipment in sanitary sewer pipes up to 12-inch diameter. CHA will subcontract with Parker Design Group (PDG) in Roanoke, VA, to provide CCTV footage of targeted sanitary sewer pipes larger than 12-inch diameter. CHA will coordinate with Town staff to access as few of the sanitary sewer manholes associated with the identified sewer segments as possible. CHA intends to collect the identified CCTV footage without cleaning the sanitary sewer pipes to provide the best information for condition assessment. CHA may ask Town staff for assistance with coordinating access with parcel owners, accessing obstructed manholes (i.e., buried manhole covers, seized manhole covers, etc.), water supply (if cleaning is necessary), septage disposal (if cleaning is necessary), and with traffic control where necessary.

CHA will provide NASSCO Pipeline Assessment Certification Program (PACP) compliant defect scoring for all inspected sanitary sewer pipes and incorporate the findings into the technical memorandum.

Task 4 – Technical Memorandum

Upon completion of Tasks 1, 2, and 3, CHA will evaluate the data collected during the targeted manhole inspections, smoke testing, and CCTV inspections. CHA will then prepare a technical memorandum summarizing the findings of these field investigations and recommending next steps for mitigating I&I in the prioritized areas, including additional field investigation where necessary and potential future sanitary sewer system improvement projects. CHA will provide a draft of the technical memorandum to the Town for review and will address any questions or comments. The technical memorandum will be structured for integration into a future full-scale sanitary sewer evaluation survey report or a future preliminary engineering report (PER) for a future funding application to the Virginia Clean Water Revolving Loan Fund (VCWRLF), as directed by the Town after considering funding options.

PART 3.0 – SCHEDULE

CHA proposes the following tentative schedule, subject to change based on close coordination with the OWNER during the project:

Task 1 – Sanitary Sewer Manhole Inspections – Within 90 days of authorization to proceed

Task 2 – Sanitary Sewer System Smoke Testing – 90 days (August – November 2026; weather dependent)

Task 3 – Sanitary Sewer CCTV Inspections – Within 90 days of completing smoke testing; weather dependent

Task 4 – Technical Memorandum – Within 60 days of completing CCTV inspections

PART 4.0 – PAYMENTS TO CHA

The proposed fees for the requested Engineering Services are as follows:

Task 1 – Sanitary Sewer Manhole Inspections:	300 @ \$290/MH = \$87,000 (not-to-exceed)
Task 1 – Sanitary Sewer Manhole Location Attempts:	30 @ \$150/MH = \$4,500 (not-to-exceed)
Task 2 – Sanitary Sewer System Smoke Testing:	83,600 LF @ \$0.90/LF = \$75,240 (not-to-exceed)
Task 3 – Sanitary Sewer CCTV Inspection:	\$35,000 (not-to-exceed)
Tasks 1, 2 & 3 – Field Investigation Coordination:	\$8,260 (lump sum)
Task 4 – Technical Memorandum:	\$30,000 (lump sum)
Total	\$240,000

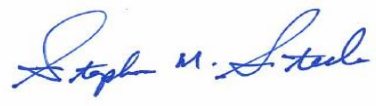
PART 5.0 – SIGNATORY

This Task Order is executed this _____ day of _____, 2026.

TOWN OF FRONT ROYAL, VIRGINIA

CHA CONSULTING, INC.

By: _____

By: 

Name: B.J. Wilson, V.C.A.
Title: Assistant Town Manager

Name: Stephen M. Steele, PE
Title: Vice President

Date: _____

Date: February 18, 2026



REGULAR COUNCIL MEETING CONSENT AGENDA STATEMENT

Meeting Date: April 27, 2026

Item# 10D

Agenda Item: Extra Work Authorization to Continue Permanent Flow Monitoring Services

Summary: Council is requested to approve an Extra Work Authorization for CHA Engineering in the amount of \$117,800.00 to continue permanent flow monitoring services as originally outlined in Task Order 5-2024 Sanitary Sewer Flow Monitoring Program. This task order was previously approved by Town Council on November 25, 2024.

In accordance with the Virginia Public Procurement Act, CHA Engineering was awarded a contract with the Town of Front Royal for Environmental Engineering Services by the Town Council on June 27, 2022, and has subsequently been renewed. The Town of Front Royal requires Council's approval to procure engineering services exceeding \$50,000. Currently, there is \$475,408 remaining in contingency for I & I Abatement Projects on purchase order #29964.

Budget/Funding:

Funds were previously budgeted for I & I Abatement Projects and were set aside on Town purchase order number 29964 under the following line item:

9802-R47998 Sewer Maintenance I & I Abatement \$117,800.00

Meetings: Work Session held April 6, 2026

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

Proposed Motion:

I move that Council approve an Extra Work Authorization to CHA Engineering in the amount of \$117,800.00 to continue permanent sanitary sewer flow monitoring services under Task Order 5-2024.

Moved _____ Seconded _____

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



Date: February 16, 2026

PROJECT No. 099292.000 Phase 3000

Extra Work No. 2

EXTRA WORK AUTHORIZATION

In accordance with the written Contract dated December 4, 2024 between the parties designated below for:

THE PROJECT: Task Order No. 5-2024 - Sanitary Sewer Collection System Flow Monitoring

THE CLIENT: Town of Front Royal

hereby authorizes the Engineer to proceed with additional services as follows:

SCOPE OF SERVICES:

Continue permanent flow monitoring services as outlined in the Sanitary Sewer Collection System

Flow Monitoring Task Order for 11 flow meters and four rain gauges.

In addition, perform a summary of the 2026 flow monitoring data. This will include a summary of average flows, peak wet-weather flows, capacity evaluations, an I/I overview/ranking, etc.

This will be presented via an on-line meeting and the data will be provided to the Town.

SCHEDULE:

Flow monitoring will continue uninterrupted. This Extra Work Authorization covers the time frame from February 1, 2026 through January 31, 2027.

The permanent meter year end summary for 2026 will be provided by March 31, 2027.

FEE

11 meters x \$800/meter/month x 12 months = \$105,600

4 rain gauges x \$150/gauge/month x 12 months = \$7,200

Summary of 2026 Permanent Meter Flow Data = \$5,000

Total = \$117,800

Upon return of a fully-executed authorization, this Supplement shall become a part of the Agreement identified above.

APPROVED BY: ENGINEER	APPROVED BY: CLIENT
NAME: Mark E. Lambert	NAME:
SIGNATURE: 	SIGNATURE:
TITLE: Project Team Leader	TITLE:
DATE: February 16, 2026	DATE:



Town of Front Royal Public Works

MEMORANDUM

TO: Michelle Campbell, Purchasing Manager

CC: BJ Wilson, Assistant Town Manager/ Finance Director

FROM: Robert B Boyer, Public Works Director

DATE: March 26, 2026

SUBJECT: Recommendation to approve the CHA Engineering task order for flow metering data collection.

We have reviewed the proposed CHA Engineering task order for collecting data from 11 sanitary sewer flow meters and 4 rain gauges that's used for the monthly and annual DEQ reporting as required by the Town's current consent order. We recommend proceeding with approval of this task order. This also allows us to use the rain flow data to see what basin areas still have the worst I&I conditions and how much flow recent I&I abatement work has removed.

The funds for this task order are currently available under 9802-R47998 - PO#29964.

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

Thank You.



REGULAR COUNCIL MEETING CONSENT AGENDA STATEMENT

Meeting Date: April 27, 2026

Item# 10E

Agenda Item: Award of a Task Order for Sanitary Sewer Hydraulic Model Development

Summary: Council is requested to approve awarding a task order for sanitary sewer hydraulic model development to CHA Consulting Inc in the amount of \$150,000.00. This task order will determine available sewer capacity throughout the Town's sanitary sewer collection system to determine if the system can support additional development as well as identifying and addressing areas of low system capacity that could contribute to surcharging within the system.

Budget/Funding:

Funds were previously budgeted for asset management and were set aside on Town purchase order number 31229 under the following line item:

9801-R43002	WWTP Professional Services	\$150,000.00
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Meetings: Work Session held April 6, 2026

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

Proposed Motion:

I move that Council approve the award of a task order to CHA Consulting, Inc. in the amount of \$150,000.00 for Sanitary Sewer Hydraulic Model Development.

Moved _____ Seconded _____

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

TASK ORDER NO. 5-2026
PROFESSIONAL ENGINEERING SERVICES
BETWEEN
OWNER AND ENGINEER

Sanitary Sewer Hydraulic Model Development

This Task Order 5-2026 supplements 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 Town of Front Royal seeks to determine available sewer capacity throughout their sanitary sewer collection system in order to determine if the system can support additional development as well as to identify and address areas of low system capacity that could contribute to surcharging within the system.

We believe that the vast majority of the Town's manholes have been surveyed, including invert elevations, and this information has been captured in the Town's GIS data. Under a separate task order, CHA is updating the sewer system GIS to include all reliable information generated up to the present. CHA will develop the Sanitary Sewer model based on the updated GIS data provided as part of a separate task order.

PART 2.0 – SCOPE OF SERVICES

CHA will provide the following engineering services:

Task 1 – Model Infrastructure and 2-Year Storm Flows Development

CHA will develop the model using the latest version Bentley's SewerCAD/Sewer GEMS software. The Town's updated GIS will be used to import the relevant sewerline, force main and manhole information. No new survey is included as part of this proposal.

CHA will request sewer system pump curves and design documents for all pump stations in the Town, including the wastewater plant influent pump station and associated piping and incorporate this information into the model. Any flow monitoring data available that can assist in verifying pump flow rate will be requested and used to adjust the pump flow.

CHA will utilize flow and rainfall monitoring, already collected for the past several years, as well as water system metering for the associated time period to estimate flows into the model. As part of this effort, CHA will identify and delineate individual sewersheds down to a level suitable for modeling. These sewersheds will likely follow those already developed but will involve dividing each established sewershed into sub-sewersheds and metersheds. CHA will develop RTK values for each sewershed and use this to define the wet weather inflows to the sanitary system. CHA will utilize the EPA's SSOAP program to define RTK values for each sewershed. RTK is defined as follows:

R: the fraction of the rainfall over the watershed that enters the sanitary sewer system.

T: the time to peak in hours.

K: the ratio of the time to recession to the time to peak.

CHA will utilize the two-year, six-hour storm as the basis of the Wet Weather flows and will develop inflow hydrographs to the model based on this storm. The flow monitoring and available rainfall data will be used

as the basis of the inflow hydrographs from this synthetic storm. The model will be calibrated by running at least one storm that was not used to develop the inflow hydrographs through the model and adjusting the RTK factors to match flows recorded during this storm.

Task 2 – Field Investigation/Verification

The survey information included in the GIS files is dated in many places and has not been evaluated for accuracy. This will naturally as the model is developed. It is common for minor errors (inverts recorded for the wrong pipe, differing datums used by various surveyors). CHA will field investigate these type of issues identified with the model/GIS data that we believe arise from this type of error. We have allocated 40 hours of field time for this work, including travel from Blacksburg. Correcting information will be adjusted both in the model and in the Town's GIS data (if applicable).

Task 3 – Model Results Review

After the model has been developed, troubleshooting is complete, and model runs are available for evaluation, CHA will present the results of the modeling effort in a meeting with the Town. The meeting agenda will include:

- Areas of the model that require further refinement
- Recommendations for additional flow monitoring that could augment model accuracy
- Locations of undercapacity sewers
- Locations where capacity is available
- Other insights the model development has brought out

Following the meeting, the discussion and modeling results will be briefly summarized and information requested during the meeting will be included as a brief model summary.

Once completed, the model will be turned over to the Town for archiving/future use. CHA will be ready, if requested, to use the newly developed model to provide a much more detailed sewer system capacity evaluation as requested annually by Council

PART 3.0 – SCHEDULE

CHA proposes the following tentative schedule, subject to change based on close coordination with the OWNER during the project:

Task 1 – Model Infrastructure and 2-Year Storm Flows Development:	160 days from receipt of all data/GIS Update
Task 2 – Field Investigation/Verification:	During Task 1
Task 3 – Model Results Review:	30 days after model completion

PART 4.0 – PAYMENTS TO CHA

The proposed fees for the requested Engineering Services are as follows:

Task 1 – Model Infrastructure and 2-Year Storm Flows Development:	\$131,000
Task 2 – Field Investigation/Verification:	\$7,000
<u>Task 3 – Model Results Review:</u>	<u>\$12,000</u>
Total for all Tasks:	\$150,000

PART 5.0 – SIGNATORY

This Task Order is executed this _____ day of _____, 2026.

TOWN OF FRONT ROYAL, VIRGINIA

CHA CONSULTING, INC.

By: _____

By:  _____

Name: B.J. Wilson, V.C.A.
Title: Assistant Town Manager

Name: Stephen M. Steele, PE
Title: Vice President

Date: _____

Date: February 18, 2026



Town of Front Royal Public Works

MEMORANDUM

TO: Michelle Campbell, Purchasing Manager

CC: BJ Wilson, Assistant Town Manager/ Finance Director

FROM: Robert B Boyer, Public Works Director

DATE: March 4, 2026, 2026

SUBJECT: Recommendation to approve the CHA Engineering task order to update the Town's 2009 sewer system model.

We have reviewed the proposed CHA Engineering task order for updating the Town's sewer model that was done back in 2009. We would recommend approving this task order since this model is seventeen years old and this information is used to review requests for future utility demands due to new development. CHA Engineering will review the pump stations, distribution system and hydraulics to make sure we're aware of any needed upgrades so we can start planning and putting funding back on needed upgrades. We have the funds currently budgeted to cover the \$150,000.00 cost to complete this task order.

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

Thank You.



REGULAR COUNCIL MEETING CONSENT AGENDA STATEMENT

Meeting Date: April 27, 2026

Item# 10F

Agenda Item: FY26 Budget Amendment to Receive Funds for Repairs of Street Maintenance Building

Summary: Council is requested to approve a FY26 Budget Amendment in the amount of \$4,496.00 to receive funds from Virginia Risk Sharing Association (VRSA) to reimburse the Town for expense incurred for repairs of the Street Maintenance Building due to weather related damages.

Budget/Funding:

FY26 Budget Amendment

Revenues	1000-3410205	General Fund Insurance Recoveries	\$4,496.00
Expenditure	4302-43004	Buildings & Grounds Repair Maintenance	\$4,496.00

Meetings: Work Session held April 6, 2026

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

Proposed Motion:

I move that Council approve a FY26 Budget Amendment in the amount of \$4,496.00 to appropriate funds received from the Virginia Risk Sharing Association (VRSA) as reimbursement for expenses incurred for repairs to the Street Maintenance Building due to weather-related damage.

Moved _____ Seconded _____

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



REGULAR COUNCIL MEETING CONSENT AGENDA STATEMENT

Meeting Date: April 27, 2026

Item# 10G

Agenda Item: FY26 Budget Amendment for Sale of Tub Grinder

Summary: Council is requested to approve a FY26 Budget Amendment in the amount of \$18,100 to allocate proceeds from the sale of the 1997 W.H.O. Tub Grinder to the future purchase of a replacement solid waste truck.

Budget/Funding: FY26 Budget Amendment

Revenues	4203-3410201	Solid Waste – Sale of Government Equipment	\$18,100.00
Expenditure	4203-47005	Solid Waste – Motor Vehicles	\$18,100.00

Meetings: Work Session held April 13, 2026

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

Proposed Motion:

I move that Council approve a FY26 budget amendment in the amount of \$18,100 to allocate proceeds from the sale of the 1997 W.H.O. Tub grinder toward the future purchase of a replacement solid waste truck.

Moved _____ Seconded _____

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



Invoice# 81042516

Invoice Created Date:1/30/2026 10:56 AM ET

Seller: Town of Front Royal

Buyer: Danny Williams (WCCI)

Company:

Seller Address

Michelle Campbell

102 E Main Street PO Box 1560

FRONT ROYAL, VA 22630

US

Buyer's Billing Address

Danny Williams

16541 Webster Road

Craigsville , WV 26205

US

Comments : Congratulations on your purchase! Please review the payment and pickup instructions carefully to ensure a smooth process. We appreciate your participation in our auction and look forward to completing your transaction. Payment in full is due not later than five (5) business days from the close of the auction. Acceptable forms of payment are: Certified check, Bank check, Money order, or Cash. Checks shall be made payable to: Town of Front Royal. For payment questions, contact: Michelle Campbell.

Item (Listing #)	Price	Total
1997 W.H.O. Tub Grinder - 3408 Caterpillar Diesel Engine (80671285)	\$18,100.00	\$18,100.00
Pickup Location Details 800 Crosby Rd. Extended, Front Royal, Va. 22630		
Custom ID 654		
	Subtotal	\$18,100.00
	Sales Tax	\$959.30
	Total Due	\$0.00



Invoice Payment History

DATE	PROVIDER	ACTION
Mar 30, 2026 ET 11:08 AM ET	Manual Payment \$19,059.30	✓ Approved



REGULAR COUNCIL MEETING CONSENT AGENDA STATEMENT

Meeting Date: April 27, 2026

Item# 10H

Agenda Item: 2026 VML Policy Committee Nominations

Summary: Council is requested to nominate Councilmembers and staff to the 2026 VML (Virginia Municipal League) Policy Committees for terms expiring December 31, 2026. The committees include Community and Economic Development, Finance, General Laws, Human Development and Education, and Infrastructure (Environmental, Natural Resources, and Transportation).

Budget/Funding: None

Meetings: Work Session held April 6, 2026

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

Proposed Motion:

I move that Council approve the nominations for appointment to the 2026 VML Policy Committees for terms expiring December 31, 2026, as follows: Community and Economic Development – Councilman Ingram and Lizi Lewis; Finance – Councilman Rappaport and Finance Director BJ Wilson; General Laws – Councilman Sealock and Town Attorney George Sonnett; Human Development and Education – Councilwoman DeDomenico-Payne and Town Manager Joe Petty; and Infrastructure (Environmental, Natural Resources, and Transportation) – Vice Mayor Veitenthal and Director of Public Works Robbie Boyer.

Moved _____ Seconded _____

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

VML's Policy Committee Process

Each year the Virginia Municipal League convenes policy committees to involve members in the development of policy statements to guide the League staff and members through the coming year.

Policy committees give members an opportunity to hear from subject matter experts on issues of interest and to talk with colleagues from VML's member localities about issues of common concern.

Policy committees also help develop potential positions for inclusion in VML's Legislative Program by looking at issues referred to the committee by the Legislative Committee and providing input to that Committee.

The policy committees meet once during the year, typically in late July. Meetings will be held on Zoom.

FAQs about policy committees

What is the role of the policy committees?

Policy committees receive briefings on select statewide issues, consider additions and updates to the policy statement, and develop legislative recommendations for the Legislative Committee to consider.

How are policy committees appointed?

Policy committee membership consists of elected, appointed officials and senior staff/department heads of full-member local governments. Nomination information is sent in the spring to each locality, and each local government determines which of its officials/staff will be nominated for each of the five policy committees. Each local government may nominate up to two people per policy committee, at least one of whom must be a governing body member.

What are the benefits of serving on a policy committee?

VML policy committees offer members an opportunity to learn about current and emerging statewide issues affecting local governments, to develop through policy statements the broad philosophical framework that guides the league, and to network with local officials with similar policy interests.

How many policy committees are there?

There are five policy committees: 1) community and economic development; 2) finance; 3) general laws; 4) human development and education; and 5) infrastructure (addressing transportation and natural resources issues).

What issues does each policy committee cover?

- **Community & Economic Development:** Authority, administration, and funding of the full range of community and economic development issues, including business development and retention, international competitiveness, infrastructure development and investment, planning, land use and zoning, blight, enterprise zones, housing, workforce development and historic preservation.

- **Finance:** Powers, organization, and administration of local government financing, including taxing authority, debt financing, state aid to local governments and state and federal policies affecting local finance issues.
- **General Laws:** Powers, duties, responsibilities, organization, and administration of local governments, including state-local and interlocal relations, conflicts-of-interest, freedom-of-information, information management, personnel, telecommunications, utilities, and law and courts issues.
- **Human Development and Education:** Management and funding of human services including social services, behavioral health, CSA, juvenile justice, jails, health, and prek-12 public education.
- **Infrastructure:** Development, management, maintenance, and funding of environmental programs including water resources and quality, air quality, and waste management as well as transportation system management and funding.

What is a policy statement?

Each policy committee develops a policy statement that covers issues in its respective area. The policy statement expresses the views of VML's membership on matters of interest to local governments. The statement generally addresses broad, long-term, and philosophical positions. The VML membership approves the policy statements at the business meeting held during the VML annual conference.

How do policy statements differ from VML's legislative program?

Policy statements are general and longer-term in nature. They reflect local governments' positions on a range of issues. The Legislative Program addresses specific issues of an immediate nature. It is limited to legislative positions that VML expects to lobby on during the upcoming legislative session.



REGULAR COUNCIL MEETING CONSENT AGENDA STATEMENT

Meeting Date: April 27, 2026

Item# 10I

Agenda Item: Board of Zoning Appeals (BZA) Member Recommendation

Summary: Council is requested to approve the recommendation of a member to the Judge of the Warren County Circuit Court for appointment to the Board of Zoning Appeals (BZA) to a five-year term ending May 1, 2031.

Budget/Funding: None

Meetings: Closed meeting held April 6, 2026

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

Proposed Motion:

I move that Council recommend Timothy Brogan to the Judge of the Warren County Circuit Court for re-appointment to the Board of Zoning Appeals (BZA) to a five-year term ending May 1, 2031.

Moved _____ Seconded _____

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



REGULAR COUNCIL MEETING CONSENT AGENDA STATEMENT

Meeting Date: April 27, 2026

Item# 10J

Agenda Item: Memorandum of Understanding (MOU) Between the Smithsonian Institution and the Town for Conservation, Restoration and Preservation of the Town-owned Land on Remount Road to Include Sloan Creek Pond

Summary: Council is requested to approve a MOU with the Smithsonian Institution on behalf of the Smithsonian's National Zoo and Conservation Biology Institute (SCBI) as presented. The Town owns property south of town limits on Remount Road consisting of 6.84-acres, that is adjacent to the Smithsonian National Zoo and Conservation Biology Institution (SCBI).

The Town and the Smithsonian Institution have expressed interest in ensuring the conservation, ecological restoration, and preservation of the property, including the maintenance of Sloan Creek Pond, that is located on the property, and considered as an alternative town water source.

Budget/Funding: None

Meetings: Work Session held April 13, 2026

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

Proposed Motion:

I move that Council approve a Memorandum of Understanding (MOU) between the Smithsonian Institution on behalf of the Smithsonian's National Zoo & Conservation Biology Institute (SCBI) as presented for the conservation, ecological restoration, and preservation of Town-owned property on Remount Road, to include Sloan Creek Pond.

Moved _____ Seconded _____

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SMITHSONIAN INSTITUTION
AND
THE TOWN OF FRONT ROYAL, VIRGINIA**

This Memorandum of Understanding (“MOU”), effective this day of April, 2026 (“Effective Date”), is entered into by and between the Smithsonian Institution (“the Smithsonian”), on behalf of the Smithsonian’s National Zoo & Conservation Biology Institute (“SCBI”), a non-profit trust instrumentality of the United States created in 1846 by an act of the United States Congress, having an address of 600 Maryland Avenue SW, Washington, DC 20024, and the Town of Front Royal (“Locality”), a political subdivision of the Commonwealth of Virginia, have an address of 102 E. Main Street, Front Royal, VA 22630.

WHEREAS, Locality is the owner of that certain property consisting of 6.84-acres and identified as Tax Map # 30 31 located at 0 Remount Road, Front Royal, Virginia, as further described in Appendix One attached hereto and incorporated herein by reference (the “Property”).

WHEREAS, the Property includes the Sloan Creek Pond and is surrounded by parcels owned by the Smithsonian.

WHEREAS, the Smithsonian owns and operates the SCBI headquartered in the Town of Front Royal, which plays a leading role in the Smithsonian’s global efforts to save wildlife species from extinction and train future generations of conservationists.

WHEREAS, the Locality and the Smithsonian (each a “Party” and collectively, the “Parties”) have an interest in ensuring the conservation, ecological restoration, and preservation of the Property, including the maintenance of Sloan Creek Pond as an alternative water source, and the Parties therefore desire to work together and provide access to the Property as further described in this MOU below.

WHEREAS, the Smithsonian has the legal authority to enter into this MOU pursuant to 20 U.S.C. § 41 et seq., and the Locality has the legal authority to enter into this MOU pursuant to Town of Front Royal Charter, Chapter V, §18, Third: To establish, maintain, and operate waterworks and sewer systems within and without the town;

NOW THEREFORE, the Parties agree as follows:

1. Areas of Collaboration. The Smithsonian and the Locality will work collaboratively to:

- a. conserve, ecological restore, and maintain the Property, including Sloan Creek Pond as an alternative emergency water source;
- b. revitalize wildlife habitat and water quality on the Property;
- c. recognize that such conservation efforts for the Property may include riparian restoration upstream;
- d. recognize that there is currently no or minimal need for invasive species removal on the Property; and
- e. Restrict and prohibit development of the Property through the placement by the

Locality of a mutually acceptable conservation easement on the Property (the "Conservation Easement").

2. Responsibilities of the Parties.

- a. The Locality agrees to:
 - i. Work with Warren County to develop and record a Conservation Easement on the Property, the terms of which will be mutually acceptable to the Parties;
 - ii. Grant the Smithsonian access to the Property as further described below;
 - iii. Provide any available information on Sloan Creek Pond to the Smithsonian to assist in its conservation efforts, as needed; and
 - iv. Allow the Smithsonian to assist, as needed, with the Locality's permit applications for the Property which have been submitted to the Virginia Department of Environmental Quality ("DEQ").
- b. The Smithsonian agrees to:
 - i. Assist the Locality with the DEQ permitting efforts as discussed above;
 - ii. Assist the Locality with the water sampling, mowing, and dredging of the Sloan Creek Pond in the interest of continued monitoring and conservation of the Property;
 - iii. Coordinate access to the Property in advance with the Locality as required below; and
 - iv. Collaborate with the Locality on a Conservation Easement.

3. Access to Property. The Locality grants a license to the Smithsonian, its employees, contractors, subcontractors, agents, consultants and representatives (collectively, the "Smithsonian Parties") to access to the Property for purposes of performing the following activities: (a) water sampling; (b) maintenance and conservation; (c) dredging of the Sloan Creek Pond; (d) habitat restoration; and (e) other uses as mutually agreed to by the Parties. Smithsonian Parties shall provide at least 24 hour notice of any activity to take place.

4. Implementation of Specific Projects. The Parties will enter into separate written agreement for each specific initiative or project arising under this MOU that requires the commitment of funds and other resources from both Parties or otherwise necessitates binding written documents reflecting the Parties' mutual understanding in detail for planning, development and implementation of the project ("Project Agreement").

5. Funding. This MOU creates no financial obligation or commitment of staff or other resources on the part of either Party. All activities undertaken pursuant to this MOU shall be subject to the availability of funding.

6. Representatives. The following designated officials represent the Parties regarding the proper implementation of this Agreement:

- a. Institutional Representative. Each Party hereby designates an Institutional Representative who will have authority to execute, modify, and terminate this MOU and interpret the terms and conditions, as necessary. The Institutional Representatives for the respective Parties are as follows:

Smithsonian:

Ron Cortez
Under Secretary for Finance and Administration
1000 Jefferson Dr SW
Washington, DC 20024
202-633-6148
CortezR@si.edu

Locality:

Joseph Petty
Town Manager
Town of Front Royal
102 E. Main Street
Front Royal, VA 22630
540-635-8007
jpetty@frontroyalva.com

- b. Project Liaison. Each Party hereby designates a Project Liaison who will be responsible for the oversight of the activities described herein and will be the point of contact for the day-to-day activities regarding the implementation of this MOU. The Project Liaison will serve as the primary point of contact for this MOU and to whom communications should be sent, unless otherwise specified in this MOU. The Project Liaison will not have authority to execute or terminate this MOU or amendments thereto. Each Project Agreement will also include a Project Liaison. The Project Liaisons for the respective Parties are as follows:

Smithsonian:

John Whitmoyer
Land Manager
National Zoo and Conservation Biology Institute
1500 Remount Rd
Front Royal, VA 22630
540-635-0032
WhitmoyerJ@si.edu

Locality:

Joseph Petty
Town Manager
Town of Front Royal
102 E. Main Street
Front Royal, VA 22630
540-635-8007
jpetty@frontroyalva.com

7. **Public Disclosure.** Both Parties may disclose to the public the existence of this MOU and information with respect to activities and projects contemplated herein in accordance with their respective policies on the disclosure of information. Nothing in this MOU shall be deemed confidential.
8. **Use of Names and Marks.** Each Party may use the other Party's name and/or mark in announcing and otherwise promoting this collaboration or a specific Project Agreement, provided all language and phrases concerning or referring to the other Party shall be approved in writing in advance by the other Party. Except as permitted under this paragraph, no Party shall refer to another Party or use the other Party's name, logo or trademarks in any manner or through any medium whether written, oral or visual for any purpose whatsoever, including but not limited to advertising, marketing, promotion, publicity, solicitation or fund raising, without the other Party's prior written approval.
9. **Dissemination of Research/Intellectual Property.**
 - a. As a general principle, the Parties will encourage their staff to publish and otherwise disseminate all knowledge and information derived from research conducted under this MOU. For collaborative research projects initiated together, the Parties will freely share data, publications, and technical advice.
 - b. Each Party shall retain all rights, including copyright, in the intellectual property produced or contributed solely by its employees, agents, and contractors pursuant to this MOU. The Parties will cooperate in identifying intellectual property that is solely the work of one Party and that which is a product of a collaborative effort.
 - c. If the collaboration results in copyrightable subject matter, the Parties agree to jointly own the copyright, with the understanding that both Parties may freely use, copy or distribute, publish, and authorize others to use such materials, in all media now known or hereafter invented, for educational, non-commercial purposes, subject to providing credit to the other Party. The Parties shall not be required to share any revenues that may result from the use of these jointly owned materials.

- 10. Nondiscrimination.** In the administration of this MOU or any Project Agreements, the Parties shall not discriminate on any basis prohibited by applicable law, including on the basis of race, sex, age, disability, ethnicity, religion, or national origin.
- 11. Term and Renewal.** This MOU shall commence on the Effective Date, first set forth above, and shall continue in effect for five (5) years unless terminated earlier in accordance with this MOU. The Parties may renew this MOU upon their mutual written consent.
- 12. Termination.** Either Party may terminate this MOU for any reason prior to its expiration by providing thirty (30) days written notice of its intent to terminate to the Institutional Representative. This MOU also may be terminated at any time by mutual written agreement of the Parties. Termination of specific Project Agreements will be governed by the terms of the specific Project Agreement.
- 13. Relationship of the Parties.** Under no circumstances will this MOU be construed as creating or establishing any formal, legal, association, partnership, joint venture, principal/agent or employer/employee relationship between the Parties.
- 14. Indemnification and Liability.**
- a. To the extent authorized by law, the Smithsonian shall be responsible for and hold Locality harmless from and against any damage, loss, or liability from injuries to persons or property to the extent caused by the negligent acts or omissions of the Smithsonian Parties. The Smithsonian is covered by the Federal Tort Claims Act, 28 U.S.C. 2671-2680.
 - b. To the extent authorized by law, the Locality shall be responsible for and hold the Smithsonian harmless from and against any damage, loss, or liability from injuries to persons or property to the extent caused by the negligent acts or omissions of the Locality, its respective agents, officers, and employees.
- 15. Assignment.** This MOU may not be assigned by either Party, except with the express written permission of the other Party's Institutional Representative.
- 16. Dispute Resolution.** Any dispute arising under this MOU that cannot be resolved by the Project Liaisons will be resolved by good faith consultation or negotiation by the Institutional Representatives or their designees, or by any other way mutually agreed upon by the Parties.
- 17. Modification and Waivers.** No variation, amendment, change, modification or waiver of any term, provision or condition of this MOU will be valid unless in writing and signed by the Institutional Representatives of both Parties.
- 18. Force Majeure.** The Parties acknowledge that this MOU or any project arising under it may be suspended or terminated due to an event of force majeure including, but not limited to, fire, earthquake, epidemic, explosion, casualty, strike, act of war, riot, civil disturbance,

terrorism, act of God, state, local or national law, government action or inaction, decrees or ordinance, or any executive or judicial order, or any other reason beyond the Parties' control. Each Party will notify the other Party as soon as it is aware of any event of force majeure which would delay or prevent the performance. In the event of a force majeure, the Parties will consult with each other to determine a revised timeline for performance or whether to terminate the MOU.

19. Entire Agreement. The terms and conditions herein constitute the entire agreement and understanding by and between the Parties and shall supersede all other communications, negotiations, arrangements, and agreements either oral or written, with respect to the subject matter herein.

20. Counterparts; Signature. This MOU may be executed in duplicate and each original shall be equally effective. Signatures on this MOU sent by facsimile or pdf are valid and binding as original signatures.

WE, THE UNDERSIGNED HAVE READ AND AGREE WITH THIS MOU:

TOWN OF FRONT ROYAL

By: _____

Joseph W. Petty
Town Manager

Date: _____

SMITHSONIAN INSTITUTION

By: _____

Ron Cortez
Under Secretary for Finance and
Administration

Date: _____

AND

By: _____

Brandi Smith
John and Adrienne Mars Director
Smithsonian Facilities

Date: _____

Attachments

- Appendix One – Property Description

Appendix One Property Description

The following exhibits include aerial maps, parcel information, and title documentation from Warren County, VA.

Below are aerial maps of the property from the Warren County, VA Geographic Information System.





Front Royal Town Council and
Smithsonian Conservation Biology Institute (SCBI)

CONSERVATION PARTNERSHIP

Front Royal Town Council Work Session
April 13, 2026

Global Conservation Mission

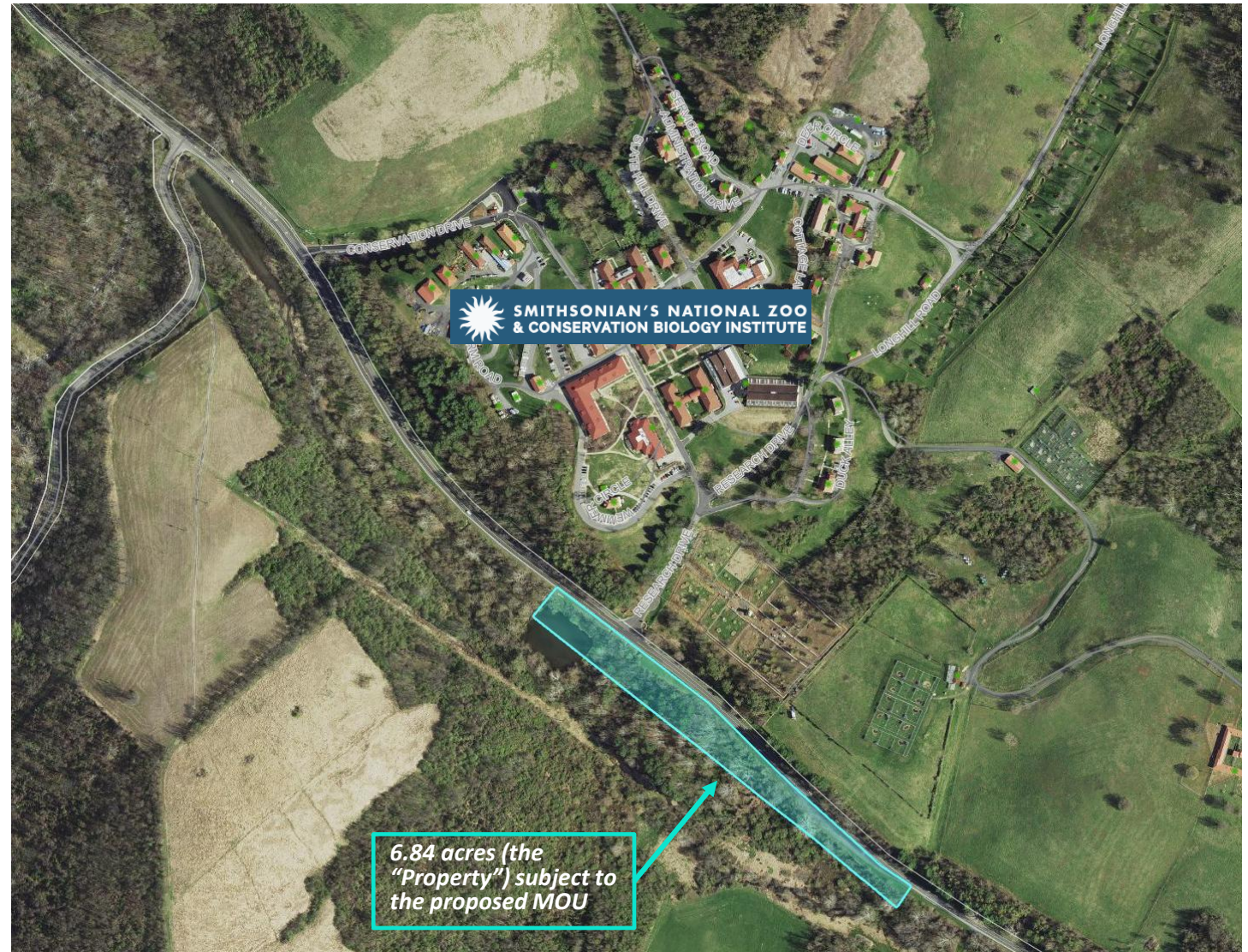
The Smithsonian Conservation Biology Institute (SCBI) works to prevent wildlife extinction and strengthen global conservation leadership through cutting-edge research, training, and on-the-ground action.

A Nearly 50-Year Partnership with Front Royal

Since 1975, SCBI's 3,200-acre campus in Front Royal has served as one of the world's premier centers for wildlife conservation science. The Institute advances research in animal behavior, reproduction, ecology, genomics, migration, and sustainability—addressing some of the most urgent challenges facing wildlife today.

Memorandum of Understanding Background

- In late 2024, SCBI and the Town of Front Royal began exploring opportunities for joint conservation efforts on Town owned property adjacent to SCBI.
- Both parties share a strong interest in conserving, restoring, and preserving the property, including maintaining Sloan Creek Pond as an alternative water source.
- The Memorandum of Understanding (MOU) establishes a collaborative framework and outlines each party's responsibilities.



COLLABORATION AREA	KEY ACTION
Property Conservation	Conserve, ecologically restore, and maintain the Property, including Sloan Creek Pond as emergency water source. Property will be protected via a future Conservation Easement recorded with Warren County
Habitat Revitalization	Improve and monitor habitat conditions
Water Quality	Improve and monitor water quality
Invasive Species	Monitor and manage invasive species
Development Restriction	Prohibit any construction or land transfer

TOWN OF FRONT ROYAL

Record a Conservation Easement with Warren County that will prohibit development while retaining rights to utilities and any necessary work to those utilities and any work needed in furtherance of maintenance and conservation of Sloan Creek Pond.

Grant SCBI access (via a license) for: (a) water sampling; (b) maintenance and conservation; (c) dredging of Sloan Creek Pond; (d) habitat restoration, and; (e) other uses mutually agreed to

Share information related to Sloan Creek

Allow SCBI to assist with DEQ permit applications, as needed

SMITHSONIAN CONSERVATION BIOLOGY INSTITUTE (SCBI)

Assist in DEQ permit applications, as needed

Support water sampling, mowing, and dredging of Sloan Creek Pond

Coordinate access with the Town of Front Royal

Share information related to Sloan Creek

Key Elements



A **separate Project Agreement** will be executed for any activity requiring funding or resource commitments. This agreement will detail planning, development, and implementation steps.



The MOU **does not** create financial obligations, staffing commitments, or other resources. All activities are subject to availability of funding and resources



Each Party will designate: 1) an **Institutional Representative** (authority to execute, modify, and terminate the MOU), and; 2) a **Project Liaison** (point of contact responsible for coordination and oversight)



MOU has a five (5) year term, renewable upon mutual agreement. Either party may terminate for convenience with thirty (30) days' written notice.



REGULAR COUNCIL MEETING BUSINESS AGENDA STATEMENT

Meeting Date: April 27, 2026

Item# 11A

Agenda Item: Resolution Authorizing Execution of the 2026 Power Pool Participant Schedule with AMP

Summary: Council is requested to approve a Resolution Authorizing Execution of the 2026 Power Pool Participant Schedule with AMP as presented. The Town does not currently have an active Power Pool Agreement in place, as the previous agreement expired several years ago. This agreement is needed to formally establish how power costs through PJM are billed and how short-term power purchases are handled.

This agreement does not change any current practices or require the Town to purchase power. It simply formalizes existing processes and ensures AMP has clear authority to act on the Town's behalf when necessary.

Budget/Funding: None

Meetings: Work Session held April 13, 2026

Proposed Motion:

I move that Council approve a Resolution Authorizing Execution of the 2026 Power Pool Participant Schedule with AMP as presented.

Moved _____ *Seconded* _____

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

Town of Front Royal Power Supply Update April 6th, 2026

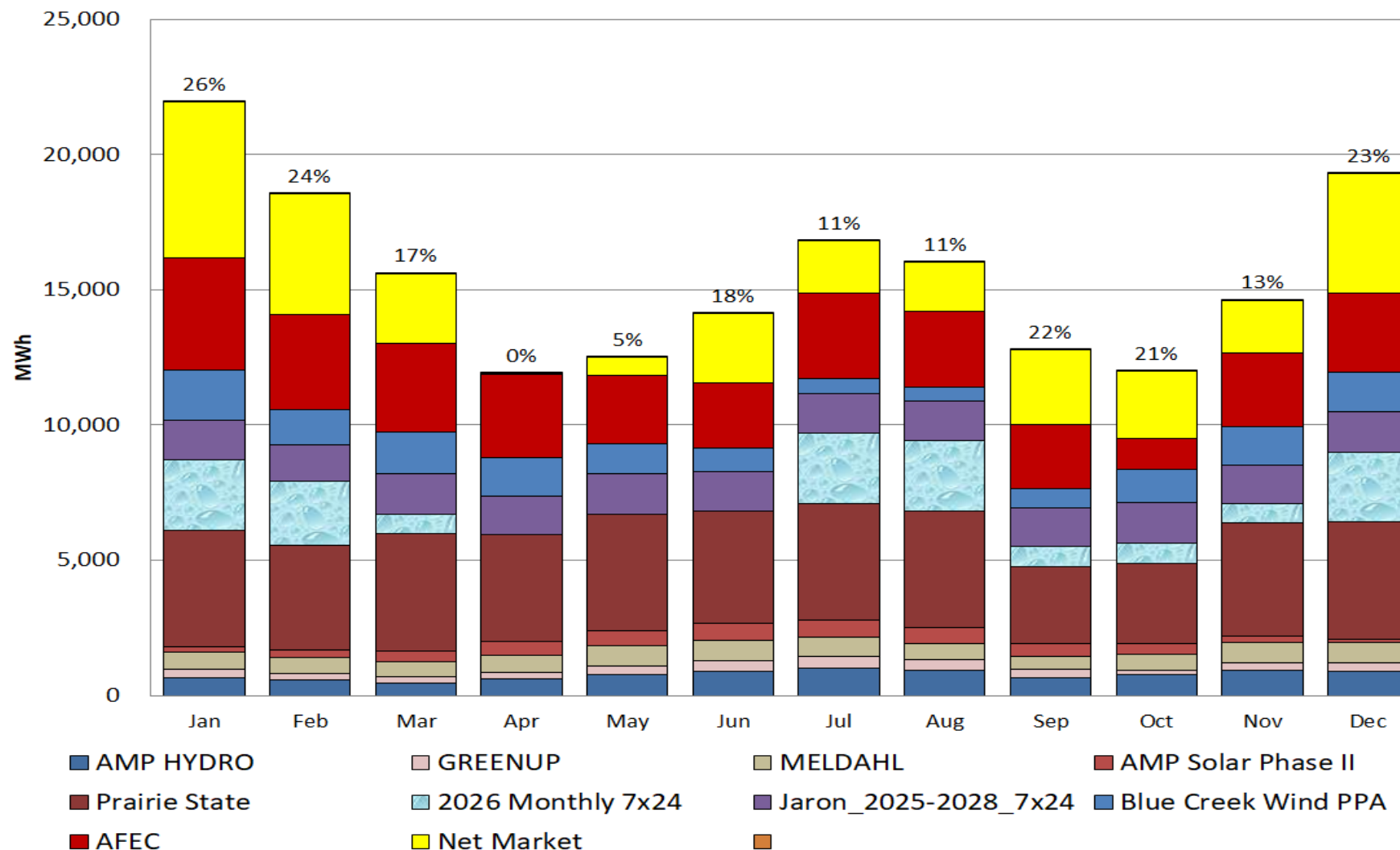
**Craig Kleinhenz - Asst. VP of
Power Supply Planning**



Pool of One Ordinance

- Gives authority to buy short-term power
 - Daily / weekly / monthly
 - Up-to 24 months in advance
 - Currently need to go to the Council to purchase additional power
 - Can be used for Winter / Summer / Plant Outages
- Gives authority to lock in transportation cost
 - FTRs
 - Hedges that help to lock in the cost of moving power
 - Currently do but authority uncertain
- Documents billing breakout
 - How we calculate billing line items
 - No different than how AMP currently calculates the bill

2026 Front Royal Monthly Energy



Pool of One Agreement

The recommended Ordinance and Schedule do not change any current process – memorialize existing operations

- No obligation to purchase any products
- Establishes formal purchasing procedures
 - Short-term power / FTRs

TOWN OF FRONT ROYAL, VIRGINIA

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION
OF THE 2026 FRONT ROYAL POWER POOL PARTICIPANT SCHEDULE
WITH AMERICAN MUNICIPAL POWER, INC. ("AMP")**

WHEREAS, the Town of Front Royal, Virginia (the "Municipality"), is a political subdivision organized and existing pursuant to the laws of the Commonwealth of Virginia that owns and operates an electric utility system for the sale of electric capacity and associated energy for the benefit of its citizens and customers; and

WHEREAS, Municipality is located in the PJM Interconnection, LLC ("PJM") transmission system territory and is subject to the PJM transmission system regulations and costs as set forth in the PJM Governing Documents; and

WHEREAS, in order to satisfy the electric capacity, energy and other requirements of its electric utility system, the Municipality has heretofore purchased economical and reliable capacity, energy and related services from American Municipal Power, Inc. ("AMP"), an Ohio non-profit corporation, of which the Municipality is a member, or has heretofore purchased capacity and energy arranged by AMP; and

WHEREAS, Municipality and AMP desire to enter into a Power Pool Schedule ("Schedule") for the purpose of: (i) energy, capacity and related product scheduling and operations under the PJM Governing Documents and (ii) economic purchases of capacity, energy and related products for the beneficial use of Municipality.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA:

SECTION 1. That the form of 2026 Front Royal Power Pool Participant Schedule attached hereto as "Exhibit 1" including Appendices thereto between this Municipality and AMP, be, and the same hereby is approved substantially in the form attached hereto, subject to and with any and all changes provided herein and therein.

SECTION 2. That the TOWN MANAGER, or his/her designee is hereby authorized and directed to execute and deliver on behalf of this Municipality the 2026 Front Royal Power Pool Participant Schedule, substantially in the form attached hereto as "Exhibit 1."

SECTION 3. That the Municipality authorizes AMP to purchase on the Municipality's behalf, in accordance with the procedures set forth in the 2026 Front Royal Power Pool Participant Schedule, and Municipality agrees to reimburse AMP for all costs incurred by AMP for Pool Resources and services plus any service fees associated with the purchase of Pool Resources and services set forth therein.

SECTION 4. That the TOWN MANAGER, or his/her designee is hereby designated as Municipality's authorized personnel to approve and authorize AMP's acquisition of Pool Resources in accordance with the terms and conditions in the 2026 Front Royal Power Pool Participant Schedule on behalf of Municipality.

SECTION 5. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements.

SECTION 6. If any section, subsection, paragraph, clause or provision of any part thereof of this Resolution shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Resolution shall be unaffected by such adjudication and all the remaining provisions of the Resolution shall remain in full force and effect as

though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

APPROVED:

Lori A. Cockrell, Mayor

ATTEST:

Tina L. Presley, Clerk of Council

This Resolution was approved at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on _____, 2026 upon the following recorded vote:

R. Wayne Sealock	__Yes __No	H. Bruce Rappaport	__Yes __No
Joshua L. Ingram	__Yes __No	Melissa DeDomenico-Payne	__Yes __No
Amber F. Veitenthal	__Yes __No	Glenn A. Wood	__Yes __No

Approved as to Form and Legality:

George M. Sonnett, Jr., Town Attorney

Dated: _____

**TOWN OF FRONT ROYAL, VIRGINIA
2026 FRONT ROYAL POWER POOL PARTICIPANT SCHEDULE TO
AMERICAN MUNICIPAL POWER, INC.
AND
TOWN OF FRONT ROYAL, VIRGINIA

MASTER SERVICES AGREEMENT
(AMP CONTRACT NO. C-12-2007-6255)**

WHEREAS, the Town of Front Royal, Virginia ("Municipality") and American Municipal Power, Inc. ("AMP") collectively ("Parties") have entered into a Master Service Agreement ("Agreement") under which certain services may be provided under schedules thereto; and

WHEREAS, Municipality and AMP desire to enter into this Front Royal Power Pool Participant Schedule ("Schedule") for the purpose of: (i) energy, capacity and related product scheduling and operations under the PJM Governing Documents and (ii) economic purchases of capacity, energy and related products for the beneficial use of Municipality.

NOW, THEREFORE, in consideration of the following mutual promises, AMP and Municipality agree as follows.

SECTION 1. DEFINITIONS

As used in this Agreement, the terms that are defined in the PJM Governing Documents shall have the definitions provided therein, and the following defined terms shall have the respective meanings set forth below:

- (a) 1CP - The hour of Transmission Owner's single highest load during the previous Calendar Year, or coincident peak.
- (b) 5CPs - The hour of each of PJM's five highest coincident peak loads during the previous Delivery Year used by PJM to determine load's Installed Capacity Demand.
- (c) Applicable Law – All federal, state and local law and regulations including but not limited to the Federal Power Act, the Regional Transmission Organization's Governing Documents, the terms and conditions of any interconnection and operating agreements entered into with the interconnecting Transmission Owner whether directly by the Pool Participant or by AMP on behalf of the Pool Participant, and the interconnecting Transmission Owner's requirements.

- (d) Auction Revenue Rights or ARRs – The right to receive the revenue from the Financial Transmission Right auction, as further described in PJM Governing Documents.
- (e) Behind the Meter Generation (“BTMG”) – A generation unit that delivers energy to load without using the transmission system or any Municipal distribution facilities (unless the Municipality consented to such use of the distribution facilities and such consent has been demonstrated to the satisfaction of PJM); provided, however, that BTMG does not include: (i) at any time, any portion of such generating unit’s capacity that is designated as a Generation Capacity Resource; or (ii) in an hour, any portion of the output of such generating unit that is sold to another entity for consumption at another electrical location or into the PJM Energy Market.
- (f) Capacity Pool - Device by which installed capacity is supplied under this Schedule to Capacity Pool Participant.
- (g) Capacity Pool Participant - AMP Member receiving installed capacity service from AMP under this Schedule.
- (h) Capacity Pool Resource - Source of capacity of the Capacity Pool for the benefit of the Capacity Pool Participant.
- (i) Day Ahead LMP – The hourly forward market price for each pricing point on the PJM system calculated by PJM and posted daily around 1:30 pm ET for the upcoming day, pursuant to the Day Ahead Energy Market rules set forth in the PJM Governing Documents.
- (j) Delivery Period – The period of time when energy is actually scheduled and delivered to Pool Participant’s Delivery Points.
- (k) Delivery Point(s) - The location of Pool Participant’s existing facilities connecting their respective electric distribution systems to the interconnecting Transmission Owner’s transmission facilities as set forth in Interconnection Agreements.
- (l) Delivery Year – the period from November 1 through October 31 prior to the start of the January 1 calendar year. For example, the Delivery Year for the 2026 calendar year is November 1, 2024 through October 31, 2025.
- (m) Dispatch Center Costs – The cost for AMP’s dispatch center personnel, facilities, SCADA equipment required for monitoring loads, etc., that are allocated monthly to users of the AMP dispatch center.
- (n) Distribution Losses – Losses associated with taking delivery of power below network

transmission voltage. Does not include municipal losses.

- (o) Energy Pool - Device by which energy is supplied under this Schedule to Pool Participant.
- (p) Energy Requirement – Pool Participant's hourly energy needs, including transmission and Distribution Losses as further defined in Section 3.A.
- (q) Financial Transmission Right or FTR - Right to receive Transmission Congestion Credits as specified in the PJM Governing Documents.
- (r) Generation Schedule – Pool Participant's hour-by-hour schedule of Municipal BTMG or Day Ahead Load Request as designated in Exhibit A. The deadline for submitting the Generation Schedule for the next day is 10:00 am EPT.
- (s) Interconnection Agreements - Agreements entered into by and between either a Pool Participant and a Transmission Owner or AMP on behalf of Pool Participant and a Transmission Owner to establish the terms and conditions for the interconnection and coordinated operation of the Pool Participant's electric distribution systems and their use of certain transmission and/or distribution facilities to serve their respective wholesale loads, which are separate from the rates, terms and conditions of transmission service provided by PJM under the PJM Governing Documents.
- (t) Locational Marginal Prices or LMP – PJM's hourly integrated locational marginal price for energy that is received or delivered.
- (u) Municipal Generation - Generation owned, contracted for or operated by the Pool Participant and used for the Pool Participant's Non-Pool Power. The Pool Participant shall have ultimate authority over the output of any Municipal Generation.
- (v) Non-Pool Power – Energy, capacity and other related products that are contracted for or owned directly by the Pool Participant to serve its respective load and not a Pool Resource. Some examples (although not an exhaustive list) of Non-Pool Power are a specific Pool Participant's project shares of AFEC, NYPA, Prairie State, landfill or solar power resources and certain block and remaining requirements energy contracts. Non-Pool Power shall also include Bilateral Sales made by Pool Participant.
- (w) PJM - PJM Interconnection L.L.C., a regional transmission organization.
- (x) PJM Governing Documents - PJM's Open Access Transmission Tariff, Operating

Agreement and Reliability Assurance Agreement as on file with FERC and in effect as well as PJM Manuals.

- (y) Pool Participant - AMP Member who executes a Schedule substantially in the form of this Schedule for service from AMP.
- (z) Pool Participant's Peak Load - The maximum coincident hourly sum in kilowatts measured at all Delivery Points of Pool Participant, plus the net generation from any generation electrically connected to any Pool Participant's municipal electric system.
- (aa) Pool Resource - Source of electric energy, capacity or related services to the extent the same is utilized to provide, or is obligated to provide, capacity, energy, reserves or related services to the Pool for the benefit of the Pool Participant.
- (ab) Power Cost Adjustment or PCA - The amount calculated to recover all of the power supply costs incurred by the Pool for the month as further defined in Section 3.A.
- (ac) Pricing Point – The PJM Pricing Point for settlements under this Schedule shall be the APS_RESID_AGG LMP (PJM Node 8394954). The Pricing Point for transmission and installed capacity settlements under this Schedule shall be the APS Zone.
- (ad) Real Time LMP – Hourly integrated market price for each pricing point on the PJM system calculated by PJM during the current operating day.
- (ae) Renewable Energy Credits (“RECs”) – Environmental attributes associated with the generation of electricity from one or more renewable resources and the reporting rights associated with such environmental attributes, which include all of the characteristics of energy produced from an eligible renewable resource (other than the underlying energy itself) which may be unbundled or separated from the energy for the purposes of enabling their sale such that title to the energy and title to the environmental attributes may be held by different persons.
- (a) Transmission Owner – Owner of transmission system in which Municipality's distribution service area is electrically connected to.

SECTION 2. TERM

Subject to the conditions contained herein, this Schedule shall be for a term beginning on January 1, 2026 and ending December 31, 2030. This Schedule will continue for successive one-year terms thereafter unless either Party provides written notice of termination to the other Party by no later than twenty-four (24) months before the then current term ends.

In the event that a Pool Participant terminates this Schedule prior to the ending date of any Pool Resource that has been purchased as a Pool Resource, the Pool Participant shall be financially responsible for the positive differential between (1) the actual cost of the unused portion of the Pool Resource until the expiration of the Pool Resource, and (2) the market value of the unused portion of the Pool Resource, as determined by AMP.

SECTION 3. POOL REQUIREMENTS SERVICES

Subject to provisions of this Schedule, AMP shall be the Pool Requirements provider of all electric energy required by Pool Participant for purposes of providing electric service to Pool Participant's retail customers and to the Pool Participant as users of electric service. Pool Participant shall take and pay for the same in accordance with this Schedule. AMP shall provide such Pool Requirements Service in a prudent manner so as to provide reliable electric service to Pool Participant at the lowest overall cost consistent with available sources as further described in this Schedule.

AMP shall provide Pool Participant's, energy, capacity and related services from Pool Resources for the benefit of Pool Participant by purchasing various economical Pool Resources from time to time subject to the provisions of this Schedule. Such Pool Resources shall include, but shall not be limited to, purchases or sales of short-term energy sources, RECs, generation owned and operated by Pool Participant or other municipal systems and generation owned and operated by AMP, transmission and related services, or a combination of the above.

The charges include all costs to AMP associated with providing Pool Resources as listed in Exhibit B, (based on known PJM charges as of April 1, 2025). All costs of providing Pool Resources for purposes of supplying the Pool requirements shall be determined and recovered by AMP from Pool Participant, in accordance with this Schedule.

AMP shall provide the Pool Requirements Service to the Pool Participant as follows:

A. Energy Requirements Service.

AMP shall procure Pool Resources on behalf of Pool Participant for periods of one (1) year

or less, up to twenty-four (24) months in advance of the Delivery Period.

Energy Requirements shall be calculated on an hourly basis as follows:

Pool Participant's Energy Requirement shall be equal to the metered kilowatt-hour demand plus any Behind the Meter Generation ("BTMG") plus transmission losses plus Distribution Losses or the Pool Participant's Generation Schedule (if Option B is utilized),

Where transmission losses equal the metered kilowatt-hour demand multiplied by the Transmission Owner's transmission loss Factor; and,

Distribution Losses equal the metered kilowatt-hour demand multiplied by the Transmission Owner's Distribution loss factor (if applicable).

Table 1 – Hourly Energy Requirements Example

Example	Tie Line Meter (A)	BTMG (B)	Transmission Loss Factor (C)	Distribution Loss Factor (D)	Transmission Losses (E=AxC)	Distribution Losses (F=AxD)	Generation Schedule if Using Opt B under Gen Deviation (G)	Total Requirements (H=A+B+E+F, or H=G)
Example 1	1,000 kWh	-	1.03	1.00	30 kWh	-		1,030 kWh
Example 2	1,000 kWh	500 kWh	1.03	1.05	30 kWh	50 kWh		1,580 kWh
Example 3	1,000 kWh	-	1.03	1.05	30 kWh	50 kWh		1,080 kWh
Example 4 (Using Opt B – Fixed Load Sched)	N/A		N/A		N/A		1,000 kWh	1,000 kWh

Pool Participant's Energy Requirements shall first be filled by Pool Participant's Non-Pool Power.

In the event that Pool Participant is utilizing BTMG (option A or C) as Non-Pool Power, the hourly Non-Pool Power energy credit shall be equal to the Generation Schedule (Option A) or actual Municipal BTMG (Option C).

All energy provided shall be arranged, scheduled, and dispatched, subject to contractual limitations, by AMP, which shall do so in such a manner as to provide the lowest overall cost consistent with reliability, prudence and all contractual limitations. Accordingly, such arrangement, scheduling and dispatching may, from time to time, be done in an order other than specified above.

Pool Participant's remaining energy requirements after Pool Participant's Non-Pool Power shall be filled from the Energy Pool.

If Pool Participant's Non-Pool Power is greater than Pool Participant's metered load plus Transmission and Distribution Losses for any hour, Pool Participant shall sell the excess energy to the Pool at the PJM Day Ahead LMP rate for the PJM Pricing Point.

If Pool Participant's Non-Pool Power is less than Pool Participant's metered load plus Transmission and Distribution Losses for any hour, Pool Participant shall purchase remaining energy needs from the Energy Pool at the PJM Day Ahead LMP rate for the PJM Pricing Point times a Power Cost Adjustment ("PCA") calculated to recover all of the power supply costs incurred by the Energy Pool for the month as follows.

The PCA shall equal the [Total Energy Pool Requirements Costs divided by the Total Energy Pool Requirements Costs at the Day Ahead Price].

Where the Total Energy Pool Requirements Cost is equal to the cost of all Energy Pool block and daily energy purchases plus all market purchases and purchases of excess energy from Pool Participant plus any generation deviation purchase or sales plus any calculated Inadvertent Energy Purchases plus congestion and Transmission and Distribution losses on all purchases (Total Energy Pool Requirements Costs); and,

The PCA shall not be greater than 1.50 and not less than 0.50. In the event that the PCA would exceed those limits, then an amount of dollars (positive or negative) would be transferred from the Energy Pool to Ancillary Services to bring the PCA back to its limit.

Inadvertent Energy Purchases are calculated to divide real time energy market purchases and sales between Pool energy and ancillary services as set forth below in Table 2 and 3. AMP will also take into account BTMG (how it is scheduled via Attachment A) when calculating Inadvertent Energy.

Table 2 – Inadvertent Energy Purchase Example

Hour	DA LMP	DA Forecast (MW)	RT LMP	Actual Load (MW)	RT Position	Total Cost of Energy	If Actual Load was at DA LMP	Inadvertent Charged to Ancillary Service
	A	B	C	D	E=D-B	F=AxB+CxE	G=AxD	H=F-G
1 – Over Forecast	\$20	50	\$24	49	-1	\$976	\$980	-\$4 Transfer from Ancillary to Energy Pool
2 – Over Forecast	\$20	50	\$15	49	-1	\$985	\$980	\$5 Transfer from Energy Pool to Ancillary
3 – Under Forecast	\$20	50	\$16	52	2	\$1,032	\$1,040	-\$8 Transfer from Ancillary to Energy Pool
4 – Under Forecast	\$20	50	\$28	51	1	\$1,028	\$1,020	\$8 Transfer from Energy Pool to Ancillary

An example of the PCA calculation is shown in Table 3 below.

Table 3 – PCA Calculation Example

Participant	Net kWh	Cost
Market Purchases from PJM	2,220,000	\$ 102,000
Purchase of Member Excess at DA LMP	50,000	\$ 2,000
Pool Monthly Block Purchase	320,000	\$ 9,600
Pool Daily Block Purchase	118,160	\$ 6,000
Congestion and Losses on Pool Resources		\$ 100
Calculated Inadvertent Energy		\$ (5,000)
Total	2,708,160	\$ 114,700
Total Pool Requirements at DA LMP	2,708,160	\$ 113,736
Pool PCA		$\$114,700 / \$113,736 = 1.0084757$

B. Generation Schedule Deviation Service.

AMP shall provide Generation Deviation Service to Pool Participants as follows:

- (1) **For BTMG under option A and D in Exhibit A:** The generation deviation requirements of the Pool Participant shall be calculated on an hourly basis as follows:

Generation Deviation energy purchase or sale (if negative) shall be equal to Pool Participant's Generation Schedule minus the net actual BTMG.

- (2) **For Day Ahead Load under Option B in Exhibit A:** The generation deviation requirements of the Pool Participant shall be calculated on an hourly basis as follows:

Generation Deviation energy purchase or sale (if negative) shall be equal to Pool Participant's Energy Requirement minus Pool Participant's Generation Schedule;

- (3) Sales and purchases of Generation Deviation Energy shall be at the PJM Real Time LMP for the PJM Pricing Point.

Generation Deviation shall be calculated on an hourly basis. An example of the Generation Deviation calculations is shown below.

Table 4 – Generation Schedule Deviation Calculation Example

Participant	BTMG (A)	Generation Schedule (B)	Participant Energy Requirement (C)	Generation Deviation (D=A-B-C)*
Participant using Option A	1,500 kWh	700 kWh	N/A	(800) kWh
Participant using Option B	N/A	900 kWh (Load Sched)	2,900 kWh	2,000 kWh
Participant using Option C	N/A	No schedule submitted (Non-Pool=Gen)	N/A	0 kWh
Participant using Option D	500 kWh	No schedule submitted (all Gen sold to Real Time)	N/A	(500) kWh
*Positive means purchase, negative means sale				

C. Demand Related Transmission Costs.

Subject to provisions of this Schedule, AMP shall be the transmission requirements provider of all PJM transmission service required by Pool Participant to provide electric service to Pool Participant's customers. Pool Participant shall take and pay for the same in accordance with this Schedule.

Demand-related transmission charges shall be billed based on the interconnecting Transmission Owner. Notwithstanding the foregoing, nothing in this agreement shall prohibit Pool Participant from contacting, coordinating, requesting or obtaining technical or other information or interfacing in any way with PJM or Transmission Owners regarding facilities, technical, equipment, engineering or other issues regarding Pool Participant-owned facilities, point of contact equipment or service in accordance with the terms and conditions of any applicable Interconnection Agreements.

The transmission rate in dollars per kilowatt-month (\$/kW-mo) shall include the Transmission Owner network transmission service charges as listed in Exhibit B (including any transmission peak shaving savings from behind the meter generation located in Pool Participant's corporate limits). The credit or charge shall be calculated in the same manner as that calculated by PJM.

Transmission Demand shall be calculated on a monthly basis as follows:

Pool Participant's Tie Line Meter + BTMG at the 1CP plus any 1CP adders assessed by PJM for failure of BTMG to operate at their PJM BTMG obligation during PJM Max Emergency Generation events during the previous year minus any 1CP credits provided by PJM for BTMG that was installed after the time of the 1CP but prior to December 1 of the previous year.

An example of Transmission Demand calculations is listed in Table 5.

Table 5 – Transmission Demand Calculations Example

Example	Tie Line Meter at 1CP (A)	BTMG at 1CP (B)	1CP Adder for BTMG Failure during PJM Emergency (C)	Total Transmission Demand (D=A+B+C)
Example 1	1,000 kW			1,000 kW
Example 2	1,000 kW	500 kW		1,500 kW
Example 3	1,000 kW	300 kW	30 kW	1,330 kW
Example 4	(1,000) kW	4,000 kW		3,000 kW

D. Energy Related Ancillary Costs.

Subject to provisions of this Schedule, AMP shall be the ancillary services requirements provider of all ancillary services required by Pool Participant to provide electric service to Pool Participant's customers. Pool Participant shall take and pay for the same in accordance with this Schedule.

The ancillary services transmission rate in dollars per megawatt-hour (\$/MWh) shall be equal to:

Energy based ancillary service charges as listed in Exhibit B (including, for example, PJM and AMP scheduling and inadvertent charges, operating reserves, economic load response charges/credits, PJM interchange meter correction charges and transmission loss credits), plus charges or credits for FTRs not assigned to Non-Pool or Pool Power.

An example of monthly energy requirements calculations is below in Table 6.

Table 6 – Monthly Energy Requirements Example

Example	Monthly Tie Line Meter (A)	Monthly BTMG (B)	Transmission Loss Factor (C)	Distribution Loss Factor (D)	Transmission Losses (E=AxC)	Distribution Losses (F=AxD)	Total Monthly Energy Requirements (G=A+B+E+F)
Example 1	100,000 kWh		1.03		3,000 kWh		103,000 kWh
Example 2	100,000 kWh	50,000 kWh	1.03	1.05	3,000 kWh	5,000 kWh	158,000 kWh
Example 3	100,000 kWh		1.03	1.05	3,000 kWh	5,000 kWh	108,000 kWh
Example 4	(100,000) kWh	400,000 kWh	1.03		(3,000) kWh		297,000 kWh

E. Capacity Pool Requirements Service.

Subject to provisions of this Schedule, AMP shall be the provider of capacity required by Pool Participant to meet PJM capacity requirements, provided that Pool Participant may purchase PJM capacity from suppliers other than AMP with AMP's approval, which shall

not be unreasonably withheld. Pool Participant shall take and pay for capacity from AMP in accordance with this Schedule.

Pool Participant's capacity requirements shall be calculated on a monthly basis as follows:

Pool Participant's purchase of capacity shall be equal to the average load at the 5CP plus any 5CP adders assessed by PJM for failure of Municipal Generation to operate at their PJM BTMG obligation during PJM Max Emergency Generation events during the previous year minus any 5CP credits provided by PJM for BTMG that was installed after the time of the 5CPs but prior to December 1 of the previous year.

An example of Capacity Demand calculations is the same as how Transmission Demand is calculated, in Table 5 (other than 5CP replacing 1CP).

Pool Participant's purchase of Capacity Pool Requirements Service shall be at the monthly rate calculated in dollars per kilowatt-month (\$/kW-mo) and shall be equal to:

Net cost of capacity charges and credits as listed in Exhibit B (including, for example, purchases or sales from the PJM capacity market, any installed capacity peak shaving savings from BTMG located in Pool Participant's corporate limits, any bilateral Transactions, and any PJM capacity penalties or bonus payments attributed to any RPM Pool Resources) divided by Total Capacity Requirements.

AMP shall not procure Capacity Pool Resources that will obligate AMP, and therefore the Capacity Pool Participant, for periods greater than one (1) year, unless Capacity Pool Participant authorizes the same by the affirmative consent in writing. Due to the nature of the PJM capacity auctions, AMP is authorized to procure Capacity Pool Resources for periods of one year or less up to 42 months in advance of the start of delivery.

AMP shall distribute demand response credits or charges or capacity auction credits or charges from PJM attributed to Pool Participant's Non-Pool Power and Demand Response Resources that are entitled to the same from PJM.

F. FTRs, Congestion and Losses.

AMP shall procure FTRs on behalf of Pool Participant for periods of one (1) year or less, up to forty-eight (48) months in advance of the Delivery Period.

AMP shall provide a credit or charge to Pool Participant based on FTRs held by AMP on behalf of Pool Participant for the Pool Participant's Non-Pool Power.

AMP shall provide a credit or charge to Pool Participant based on congestion billed by PJM to AMP associated with delivery of Pool Participant's Non-Pool Power. The credit or charge shall be calculated in the same manner as that calculated by PJM.

AMP shall provide a credit or charge to Pool Participant based on marginal losses billed by PJM to AMP associated with delivery of Pool Participant's Non-Pool Power. The credit or charge shall be calculated in the same manner as that calculated by PJM.

SECTION 4. RATES, CHARGES AND BILLING

- (1) Pool Participant shall be charged and billed by AMP, in accordance with Section 7 of the Master Services Agreement, for all electric capacity and energy provided pursuant to this Schedule. Along with charges for Non-Pool Power and transmission related charges, if any, Pool Participant will be billed by AMP for Pool Participant's capacity and energy provided from the Pool. The charges therefore shall include all costs incurred in providing Pool Resources.
- (2) The following charges are not Pool-related and shall be billed to the Pool Participant by AMP at cost in the same manner as billed by PJM and Transmission Owner:
 - (a) Reactive and Power Factor Correction Charges from PJM or Transmission Owner,
 - (b) PJM or Transmission Owner Customer and Metering Charges,
 - (c) Transmission Owner Interconnection and Local Delivery Service Charges, including but not limited to distribution voltage delivery charges,
 - (d) State taxes billed by PJM or Transmission Owner
- (3) Dispatch Center Costs allocated to the Pool Participant are based on AMP's Dispatch Center cost allocation and will be passed through to Pool Participant.

An example of the current dispatch cost allocation calculations is below in Table 7.

Table 7 – Dispatch Center Cost Allocation Example

Participant Monthly Peak Load (kW)												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg (A)
13,400	10,800	9,200	8,600	7,800	10,600	11,400	11,200	9,200	7,400	8,200	12,200	10,000
(B) Pool participation in Resource 1 that includes Dispatch as part of project rate												3,200
(C) Pool participation in Resource 2 that includes Dispatch as part of project rate												1,800
(D) Pool share of Dispatch in kW, Max (0, A-B-C)												5,000

*The monthly dispatch costs are its kW share as a percent of all AMP dispatchable pool/resource kW applied to the total AMP monthly shared dispatch costs. Any direct, Pool-specific dispatch costs are added to this.

- (4) Pool Participant shall pay AMP's Service Fee B (\$0.00058 / kWh as of January 1, 2026) for all power sold or arranged for and delivered pursuant to this Schedule.

SECTION 5. DELIVERY POINTS AND INTERCONNECTION POINTS

The initial Delivery Point(s) pursuant to this Schedule shall be the point(s) where the facilities of Pool Participant currently are electrically connected to the PJM system. Changes to or additional delivery points shall be arranged subject to negotiations with PJM or the orders of any tribunal of competent jurisdiction.

SECTION 6. SPECIAL TERMS AND CONDITIONS

- (A) Unless otherwise agreed, Pool Participant shall provide, or cause to be provided, at no cost to AMP, at each Delivery Point suitable space for metering, monitoring or communications equipment reasonably required by AMP.

Unless otherwise agreed, Transmission Owner has installed suitable meters for the purpose of determining billing quantities hereunder. All meters and metering equipment installed by Transmission Owner are and shall remain property of Transmission Owner.

Transmission Owner has agreed to provide to AMP and for AMP's use, metering data from each of the meters employed hereunder. Pool Participant shall provide or cause to be provided, at its expense, to AMP real time metering data from any generating facilities operated within Pool Participant's service area.

- (B) The Parties shall keep such records as may be needed to afford a clear history of all transactions under this Schedule. The originals of all such records shall be retained by each Party for a minimum of three (3) years and copies shall be delivered to the other Party upon request.
- (C) All terms and conditions of the Master Services Agreement in effect between the Parties that are not in conflict with the terms and conditions of this Schedule shall be applicable to this Schedule.

SECTION 7. MISCELLANEOUS

- (A) **Assignment**. Neither this Agreement nor any interest therein shall be assigned by any Party without the prior written consent of the other Party.
- (B) **No Waiver**. A Party's failure to insist in any one or more instances upon strict performance of any provision of the Agreement, or failure or delay to take advantage of any of its rights or remedies hereunder, violation, or default, shall not be construed as a waiver by the Party of any such performance, provision, right, breach, violation, or default, either then or for the future. Any waiver shall be effective only if in writing and signed by each Party's authorized representative, and only with respect to the particular case expressly covered therein.

- (C) **Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the law of the Commonwealth of Virginia. Any legal claim, suit, proceeding, or action brought by a Party shall be brought in an Virginia state court or a federal court located in Virginia.
- (D) **Headings.** The headings assigned to the Articles of this Agreement are for convenience only and shall not limit the scope and applicability of the Articles.
- (E) **Survival.** All provisions providing for limitation of or protection against loss or liability of the Parties, including all protections and indemnities, shall survive termination, suspension, cancellation or expiration of this Agreement.
- (F) **Force Majeure.** The Parties acknowledge that Force Majeure events may affect the performance of this Agreement and agree that the Parties shall not be liable to each other for any breach or failure to perform under this Agreement caused by Force Majeure.
- (G) **Limitations of Liability.** To the extent permitted by law, the liability of a Party under this Agreement shall be limited to direct actual damages. No Party shall be liable for any special, indirect, incidental, punitive, or consequential losses, damages, judgments, fines, penalties, costs or expenses whatsoever including, but not limited to: (i) delayed, lost or reduced profits, revenues, efficiency, productivity, business opportunities; or (ii) increased or extended overheads, operating, maintenance, depreciation, financing costs or expenses arising out of, related to, or in connection with the performance or breach of this Agreement whether based upon contract, tort (including negligence), warranty, strict liability or under any other legal or equitable theory.

SECTION 8. REPRESENTATIONS

- (A) Each Party has full legal right and authority to enter into this Schedule, to carry out its obligations hereunder and to provide and receive the products and services provided herein.
- (B) Each Party shall comply with Good Utility Practice, Applicable Technical Standards, PJM Governing Documents and Applicable Laws in performing its respective obligations and responsibilities under this Schedule.
- (C) Each Party will inform the other of any changes to its respective facilities or needs that might reasonably be expected to affect the products or services provided hereunder.

SECTION 9. PRIOR SCHEDULES

Any Pool Schedules entered into by the Participant and any amendments thereto shall terminate on the Effective Date of the Schedule and shall no longer be of any force or effect after the Effective Date of the Schedule except to the extent billing or like matters remain outstanding.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date written by their duly authorized representatives.

TOWN OF FRONT ROYAL, VIRGINIA

AMERICAN MUNICIPAL POWER, INC.

BY: _____

BY: _____
Jolene M. Thompson

TITLE: _____

President/CEO

DATE: _____

DATE: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Municipality's Legal Counsel

Lisa G. McAlister, General Counsel

ATTACHMENT A
MUNICIPAL GENERATION SCHEDULE

Town Of Front Royal, Virginia

MUNICIPAL GENERATION RESOURCE = Solar Phase II

- A. _____ Pool Participant will submit a daily schedule of Municipal Generation that will be treated as Non-Pool Power to AMP.
- B. _____ Pool Participant wishes to serve a portion of its load at the Real Time LMP. Pool Participant will submit a daily schedule of the portion of its load that will be treated as Non-Pool Power to AMP.
- C. X Pool Participant will NOT submit a daily schedule. Pool Participant's daily schedule shall be equal to actual output of Municipal Generation, so that all output will be treated as Non-Pool Power.
- D. _____ Pool Participant will NOT submit a daily schedule. Pool Participant's daily schedule shall be equal to 0 MW, so that actual output of Municipal Generation will be credited at the Real Time LMP.

EXHIBIT B
ASSIGNMENT OF PJM AND POOL COSTS
BASED ON PJM CHARGES AS OF APRIL 1, 2025

PJM Line Item	Pool Energy	Transmission Demand	Ancillary	Capacity	Direct to Participant
1100 Network Integrated Transmission Service		X			
1108 Transmission Enhancement		X			
1109 MTEP Cost Recovery		X			
1115 Transmission Enhancement Settlement		X			
1120 Other Supporting Facilities					X
1130 Firm Transmission Service		X			
1140 Non-Firm Transmission Service		X			
1200 Day-ahead Spot Market Energy	X				
1205 Balancing Spot Market Energy	X				
1210 Day Ahead Transmission Congestion	X				X
1215 Balancing Transmission Congestion	X				
1220 Day Ahead Transmission Losses	X				X
1225 Balancing Transmission Losses	X				
1230 Inadvertent Interchange			X		
1242 Day-Ahead Load Response Allocation			X		
1243 Real-Time Load Response Allocation			X		
1245 Pre-Emer and Emergency Load Response			X		
1250 Meter Error Correction			X		
1301 PJM Control Area Administration			X		
1302 PJM FTR Administration			X		
1303 PJM Market Support			X		
1305 PJM Capacity Resource / Obligation Mgt				X	
1313 PJM Settlement Inc.			X		
1314 Market Monitoring Unit Funding			X		
1315 FERC Annual Recovery			X		
1316 Organization of PJM States, Inc. Funding			X		
1317 N. American Electric Reliability (NERC)			X		
1318 Reliability First Corporation (RFC)			X		
1319 Consumer Advocates of PJM States, Inc			X		
1320 Transmission Owner Dispatch Service			X		
1330 Reactive Supply from Generation		X			
1340 Regulation and Frequency Response			X		
1360 Synchronized Reserve			X		
1361 Secondary Reserve			X		
1362 Non-Synchronized Reserve			X		
1365 Day-ahead Scheduling Reserve			X		
1370 Day-ahead Operating Reserve			X		
1371 Day-ahead Op Reserves for Load Resp			X		
1375 Balancing Operating Reserve			X		
1376 Balancing Op Reserves for Load Resp			X		
1380 Black Start Service		X			
1500 Financial Trans. Rights Auction	X				X
1610 Locational Reliability				X	
2100 Network Integrated Transmission Credit		X			
2130 Firm PTP Transmission Service Credit		X			

2140 Non-Firm PTP Transmission Svc. Credit		X			
2211 Day-ahead Transmission Congestion	X				X
2215 Balancing Transmission Congestion			X		
2220 Transmission Losses Credits			X		
2260 Emergency Energy			X		
2320 Transmission Owner Dispatch Svc Credit			X		
2330 Reactive Supply from Generation Credit		X			
2340 Regulation and Frequency Resp Credit			X		
2360 Balancing Synchronized Reserve Credit			X		
2361 Balancing Secondary Reserve Credit			X		
2366 Day-Ahead Synchronized Reserve Credit					X
2367 Day-Ahead Secondary Reserve Credit					X
2370 Day Ahead Operating Reserve Credit			X		
2375 Balancing Operating Reserve Credit			X		
2380 Black Start Service Credit		X			
2390 Fuel Cost Policy Penalty Credit		X			
2500 Financial Transmission Rights Auction	X				X
2510 Auction Revenue Rights		X			
2600 RPM Auction				X	
2630 Capacity Transfer Rights				X	
2640 Inc. Capacity Transfer Rights				X	
2650 Auction Specific MW Transaction				X	X
2661 Capacity Resource Deficiency Credit				X	
2667 Bonus Performance				X	
Excess Energy Purchase Section 3A	X				
Generation Deviation Section 3B	X				
BTMG Capacity Peak Shaving Section 3E				X	
BTMG Transmission Peak Shaving Section 3C		X			
Calculated Inadvertent Charges Section 3A	X		X		

Assignment of other, less frequently used PJM account codes:

Pool Energy: 1216, 1218, 1260, 1400, 1410, 1420, 1662, 1957, 2218

Transmission Demand: 1101, 1104, 1378, 1490, 1710, 1930, 1980, 1999, 2217

Ancillary: 1246, 1304, 1306-1308, 1310-1311, 1377, 1430, 1440-1450, 1460, 1472, 1475, 1478, 1480, 1730, 1911, 1952, 1995, 2245, 2362, 2365, 2368, 2375, 2415, 2420, 2912, 2980

Capacity: 1312, 1600, 1611, 1660-1661, 1665-1667, 1670, 1682, 1685, 1687-1688, 2605, 2620, 2660, 2662, 2665-2666, 2669, 2681-2682, 2685



REGULAR COUNCIL MEETING BUSINESS ITEMS

Meeting Date: April 27, 2026

Item# 11B

Agenda Item: Repeal Ordinance Adopted February 2, 2026 Approving to Vacate 12,914 Square Feet of an Unimproved Street Located Between 218 E. 4th Street and Norfolk Southern Railway Company

Summary: Council is requested to repeal the ordinance adopted February 2, 2026 Approving to Vacate 12,914 Square Feet of an Unimproved Street Located Between 218 E. 4th Street and Norfolk Southern Railway Company.

Legal representation for the applicant and purchaser have requested repeal of the ordinance to allow new property owners to reapply.

Budget/Funding: None

Meetings: Work Session held April 13, 2026

Proposed Motion:

I move that Council repeal the Ordinance adopted February 2, 2026, approving to vacate 12,914 square feet of an unimproved street located between 218 E. 4th Street and Norfolk Southern Railway Company

Moved _____ *Seconded* _____

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

TOWN COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA

**ORDINANCE APPROVING THE CLOSURE AND VACATION OF
APPROXIMATELY 12,914 SQUARE FEET OF PUBLIC RIGHTS-OF-
WAY IN A 70' WIDE UNIMPROVED STREET LOCATED BETWEEN 218
EAST 4TH STREET (TAX MAP 20A4-10 PARCEL 17A) AND NORFOLK
SOUTHERN RAILWAY COMPANY**

WHEREAS, pursuant to Virginia Code §§15.2-2006 and 15.2-2008, abutting property owner 218 E 4th St, LLC ("Applicant") having applied for the vacation and sale of approximately 12,914 square feet of public rights-of-way in a 70' wide unimproved street located between 218 East 4th Street (Tax Map 20A4-10 Parcel 17A) and Norfolk Southern Railway Company, all as shown and described on plat of survey entitled "Survey of a Portion of a 70' Wide Unimproved Street Adjacent to Tax Map 20A4-10 Parcel 17A" prepared by Joseph G. Brogan, Jr., Land Surveyor, dated September 25, 2025, or as otherwise determined from a search of the public records ("Rights-of-Way"), said plat of survey or such other public records being attached hereto and incorporated herein by reference; and,

WHEREAS, following notice to all affected landowners and a duly advertised public hearing held on January 26, 2026, upon the evidence (including any report issued by a duly appointed committee of viewers that no public inconvenience would result from the discontinuance of the rights-of-way), it being the judgment of Town Council that said rights-of-way should be discontinued, closed and vacated subject to certain conditions being satisfied within one hundred twenty (120) days of the adoption of this ordinance approving of the vacation; and,

WHEREAS, Virginia Code §§15.2-1800 authorizes towns to dispose of and sell its real property following a duly advertised public hearing.

NOW THEREFORE, BE IT HEREBY ORDAINED AND ENACTED by the Town Council of the Town of Front Royal, Virginia ("Council"), that the public rights-of-way in the Rights-of-Way are discontinued, closed and vacated subject to the following stated conditions being satisfied within one hundred twenty (120) days of the adoption of this Ordinance, and that if said conditions are not satisfied within that time this Ordinance shall be null and void:

1. Following a second duly advertised public hearing, Council's approval of the sale and conveyance of all of the Rights-of-Way to the Applicant and/or any other

abutting property owner by quit claim deed, less and except a 20' wide drainage easement as shown on the aforementioned plat of survey to be attached as an exhibit to the deed, at a sale price negotiated by the Town Manager with abutting property owner(s), and,

2. Payment of the approved purchase price by abutting owner(s), along with payment of the statutorily prescribed costs and fees of publication (and appointment of viewers, if any), with the Town Manager and Town Attorney to approve and execute all documents to be prepared by Applicant and/or other abutting property owner(s) necessary to effectuate the sale and conveyance of Rights-of-Way by quit claim deed, reserving in the Town of Front Royal a 20' wide drainage easement, and,

3. The Applicant and/or other abutting property owner shall re-subdivide, vacating internal boundary lines as necessary to consolidate abutting portions of Rights-of-Way into approved lot(s).

The Clerk of Council, upon the satisfaction of all conditions of this Ordinance, shall cause a certified copy of this Ordinance to be delivered to the Clerk of the Circuit Court for filing and recording in the land records, indexed with "Town of Front Royal" as Grantor and with Applicant, and/or other abutting property owner acquiring an interest in Rights-of-Way, indexed as Grantee, necessary to further effectuate this Ordinance.

PER D.B. S/302



N. COMMERCE AVE. - RT. 522
VARIABLE WIDTH PAVED R/W

--- DENOTES OVERHEAD WIRES.
-x-x- DENOTES METAL GUARD RAIL
OR CHAIN LINK FENCE.
Q DENOTES UTILITY POLE.

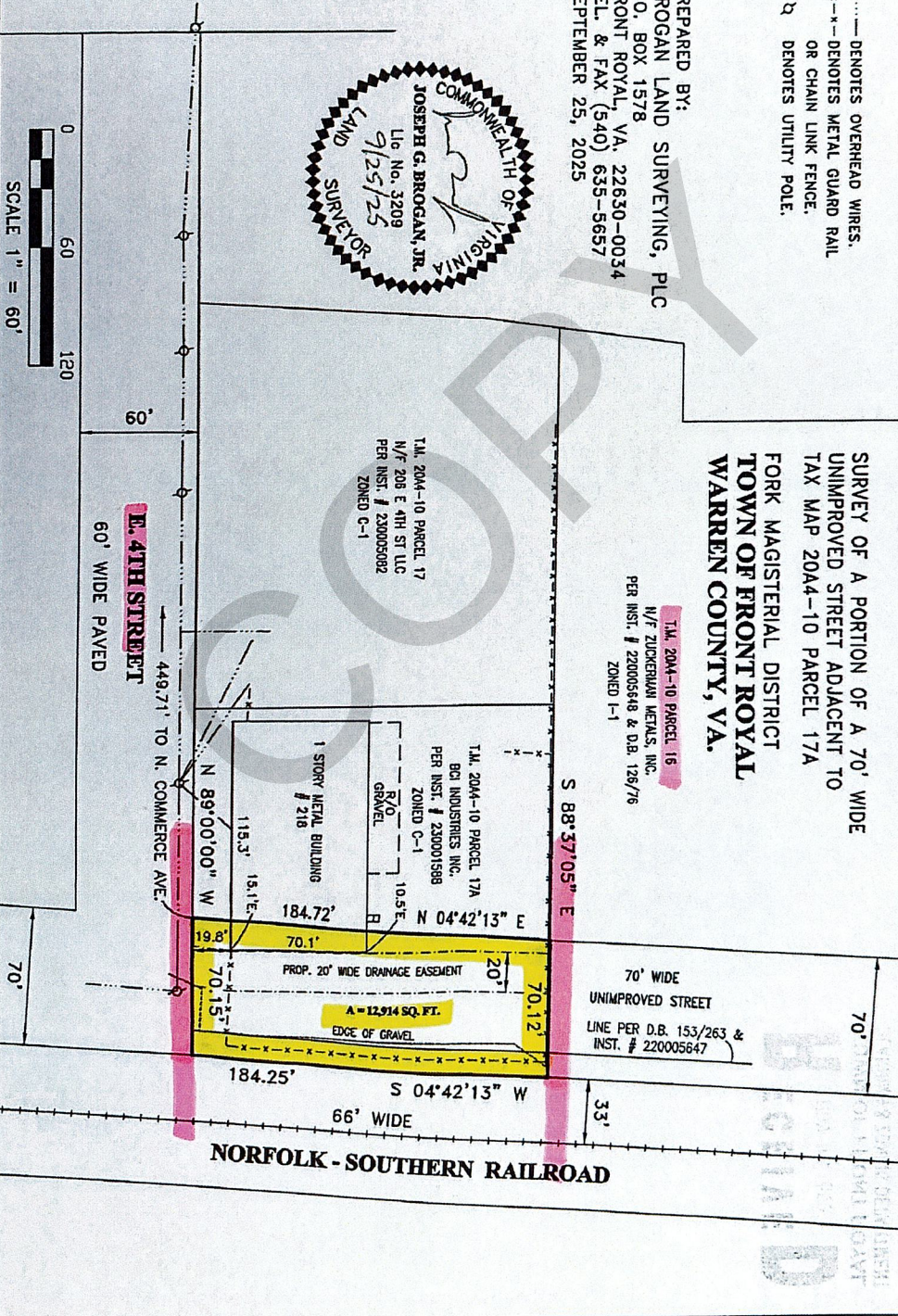
PREPARED BY:
BROGAN LAND SURVEYING, PLC
P.O. BOX 1578
FRONT ROYAL, VA, 22630-0034
TEL. & FAX (540) 635-5657
SEPTEMBER 25, 2025



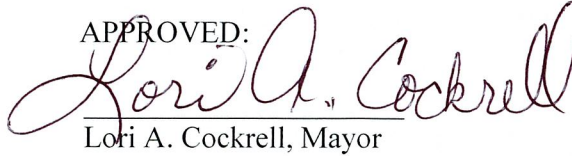
SURVEY OF A PORTION OF A 70' WIDE
UNIMPROVED STREET ADJACENT TO
TAX MAP 20A4-10 PARCEL 17A
FORK MAGISTERIAL DISTRICT
TOWN OF FRONT ROYAL
WARREN COUNTY, VA.

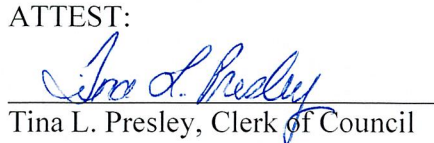
T.M. 20A4-10 PARCEL 16
N/F ZUCKERMAN METALS, INC.
PER INST. # 220005648 & D.B. 126/76
ZONED I-1

T.M. 20A4-10 PARCEL 17
N/F 208 E 4TH ST LLC
PER INST. # 220005092
ZONED C-1



This ordinance shall be effective upon enactment.

APPROVED:

Lori A. Cockrell, Mayor

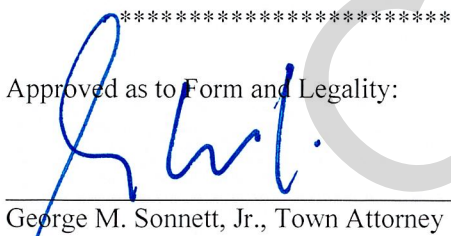
ATTEST:

Tina L. Presley, Clerk of Council

This Ordinance was adopted at the Continued/Rescheduled Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on February 2, 2026 upon the following recorded vote:

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

A public hearing on the above was held on February 2, 2026 having been advertised in the Northern Virginia Daily on January 12 and January 16, 2026.

Approved as to Form and Legality:


George M. Sonnett, Jr., Town Attorney

Dated: 02-04-2026



REGULAR COUNCIL MEETING BUSINESS ITEMS

Meeting Date: April 27, 2026

Item# 11C

Agenda Item: Repeal Ordinance Adopted February 2, 2026, Approving to Vacate 14,188 Square Feet of an Unimproved Street Located Between 5th Street and Norfolk Southern Railway Company

Summary: Council is requested to repeal the ordinance Adopted February 2, 2026, Approving to Vacate 14,188 Square Feet of an Unimproved Street Located Between 5th Street and Norfolk Southern Railway Company.

Legal representation for the applicant and purchaser have requested repeal of the ordinance to allow new property owners to reapply.

Budget/Funding: None

Meetings: Work Session held April 13, 2026

Proposed Motion:

I move that Council repeal the ordinance Adopted February 2, 2026, Approving to Vacate 14,188 Square Feet of an Unimproved Street Located Between 5th Street and Norfolk Southern Railway Company

Moved _____ *Seconded* _____

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

TOWN COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA

**ORDINANCE APPROVING THE CLOSURE AND VACATION OF
APPROXIMATELY 14,188 SQUARE FEET OF PUBLIC RIGHTS-OF-
WAY IN A 70' WIDE UNIMPROVED STREET LOCATED BETWEEN 0
5th STREET (TAX MAP 20A4-10 PARCEL 9) AND NORFOLK
SOUTHERN RAILWAY COMPANY**

WHEREAS, pursuant to Virginia Code §§15.2-2006 and 15.2-2008, abutting property owner Zuckerman Metals, Inc., a.k.a. Zuckerman Steel Company, Incorporated (“Applicant”) having applied for the vacation and sale of approximately 14,188 square feet of public rights-of-way in a 70’ wide unimproved street located between 0 5th Street (Tax Map 20A4-10 Parcel 9) and Norfolk Southern Railway Company, all as shown as “Area ‘A’” and described on plat of survey entitled “Survey of Portions of 70’ Wide Unimproved Street Designated as Areas “A” and “B” Fork Magisterial District” prepared by Joseph G. Brogan, Jr., Land Surveyor, dated September 25, 2025, or as otherwise determined from a search of the public records (“Rights-of-Way”), said plat of survey or such other public records being attached hereto and incorporated herein by reference; and,

WHEREAS, following notice to all affected landowners and a duly advertised public hearing held on January 26, 2026, upon the evidence (including any report issued by a duly appointed committee of viewers that no public inconvenience would result from the discontinuance of the rights-of-way), it being the judgment of Town Council that said rights-of-way should be discontinued, closed and vacated subject to certain conditions being satisfied within one hundred twenty (120) days of the adoption of this ordinance approving of the vacation; and,

WHEREAS, Virginia Code §§15.2-1800 authorizes towns to dispose of and sell its real property following a duly advertised public hearing.

NOW THEREFORE, BE IT HEREBY ORDAINED AND ENACTED by the Town Council of the Town of Front Royal, Virginia (“Council”), that the public rights-of-way in the Rights-of-Way are discontinued, closed and vacated subject to the following stated conditions being satisfied within one hundred twenty (120) days of the adoption of this Ordinance, and that if said conditions are not satisfied within that time this Ordinance shall be null and void:

1. Following a second duly advertised public hearing, Council's approval of the sale and conveyance of all of the Rights-of-Way to the Applicant and/or any other abutting property owner by quit claim deed, less and except a variable width drainage easement as shown on the aforementioned plat of survey to be attached as an exhibit to the deed, at a sale price negotiated by the Town Manager with abutting property owner(s), and,

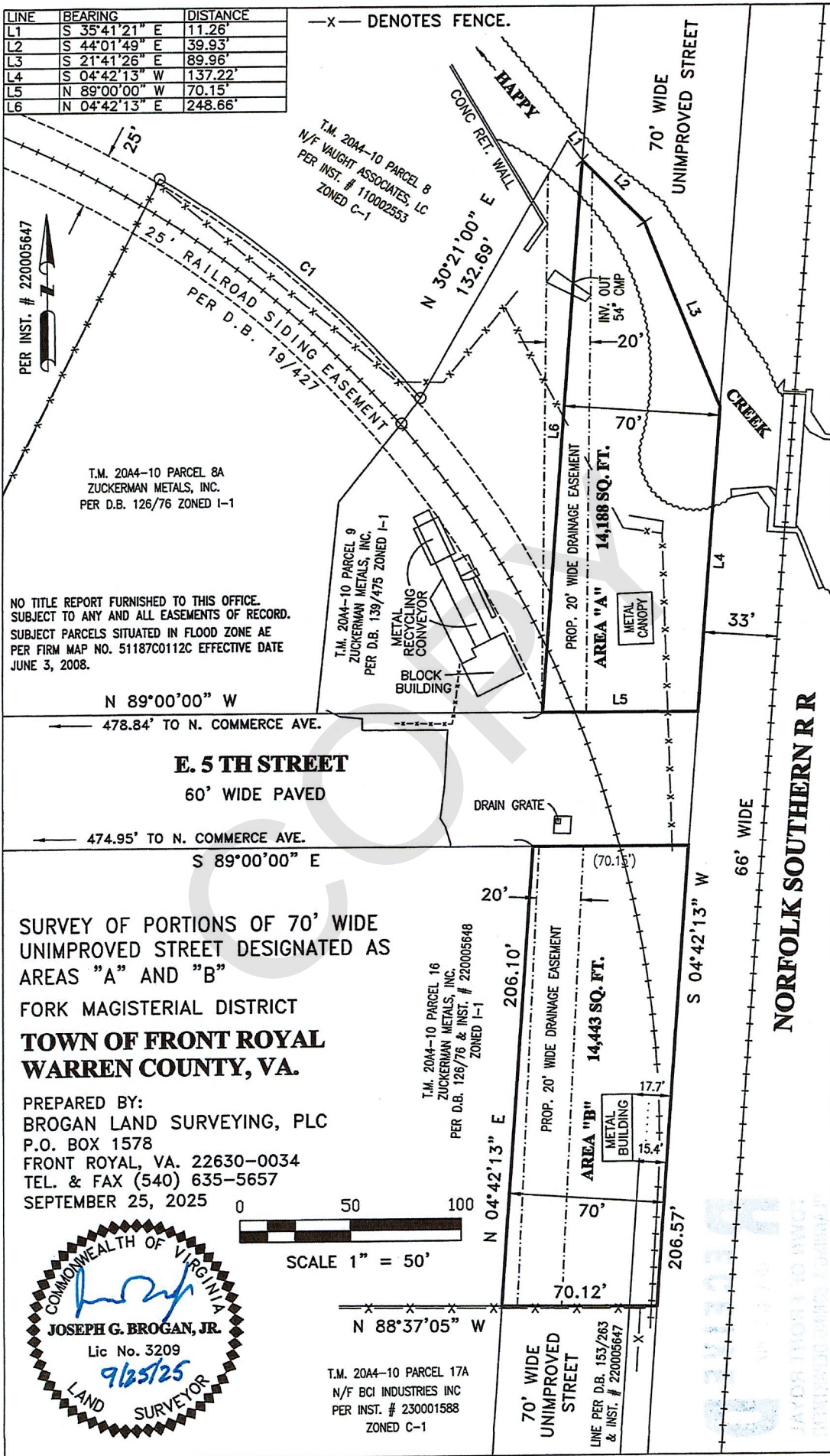
2. Payment of the approved purchase price by abutting owner(s), along with payment of the statutorily prescribed costs and fees of publication (and appointment of viewers, if any), with the Town Manager and Town Attorney to approve and execute all documents to be prepared by Applicant and/or other abutting property owner(s) necessary to effectuate the sale and conveyance of Rights-of-Way by quit claim deed, reserving in the Town of Front Royal a variable width drainage easement, and,

3. The Applicant and/or other abutting property owner shall re-subdivide, vacating internal boundary lines as necessary to consolidate abutting portions of Rights-of-Way into approved lot(s).

The Clerk of Council, upon the satisfaction of all conditions of this Ordinance, shall cause a certified copy of this Ordinance to be delivered to the Clerk of the Circuit Court for filing and recording in the land records, indexed with "Town of Front Royal" as Grantor and with Applicant, and/or other abutting property owner acquiring an interest in Rights-of-Way, indexed as Grantee, necessary to further effectuate this Ordinance.

LINE	BEARING	DISTANCE
L1	S 35°41'21" E	11.26'
L2	S 44°01'49" E	39.93'
L3	S 21°41'26" E	89.96'
L4	S 04°42'13" W	137.22'
L5	N 89°00'00" W	70.15'
L6	N 04°42'13" E	248.66'

—X— DENOTES FENCE.



This ordinance shall be effective upon enactment.

APPROVED:


Lori A. Cockrell, Mayor

ATTEST:


Tina L. Presley, Clerk of Council

This Ordinance was adopted at the Continued/Rescheduled Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on February 2, 2026 upon the following recorded vote:

R. Wayne Sealock

☒ Yes ☐ No

H. Bruce Rappaport

☒ Yes ☐ No

Joshua L. Ingram

☒ Yes ☐ No

Melissa DeDomenico-Payne

☒ Yes ☐ No

Amber F. Veitenthal

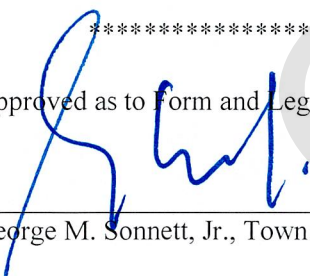
☒ Yes ☐ No

Glenn E. Wood

☒ Yes ☐ No

A public hearing on the above was held on February 2, 2026 having been advertised in the Northern Virginia Daily on January 12 and January 16, 2026.

Approved as to Form and Legality:


George M. Sonnett, Jr., Town Attorney

Dated: 02-04-2026



REGULAR COUNCIL MEETING BUSINESS ITEMS

Meeting Date: April 27, 2026

Item# 11D

Agenda Item: Repeal Ordinance Adopted February 2, 2026, Approving to Vacate 14,442 Square Feet of a Unimproved Street Located Between 412 North Commerce Avenue and Norfolk Southern Railway company

Summary: Council is requested to repeal the ordinance Adopted February 2, 2026, Approving to Vacate 14,442 Square Feet of a Unimproved Street Located Between 412 North Commerce Avenue and Norfolk Southern Railway company

Legal representation for the applicant and purchaser have requested repeal of the ordinance to allow new property owners to reapply.

Budget/Funding: None

Meetings: Work Session held April 13, 2026

Proposed Motion:

I move that Council repeal the Ordinance adopted February 2, 2026, which approved the vacation of 14,442 square feet of an unimproved street located between 412 North Commerce Avenue and Norfolk Southern Railway Company

Moved _____ *Seconded* _____

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

TOWN COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA

**ORDINANCE APPROVING THE CLOSURE AND VACATION OF
APPROXIMATELY 14,443 SQUARE FEET OF PUBLIC RIGHTS-OF-
WAY IN A 70' WIDE UNIMPROVED STREET LOCATED BETWEEN 413
NORTH COMMERCE AVENUE (TAX MAP 20A4-10 PARCEL 16) AND
NORFOLK SOUTHERN RAILWAY COMPANY**

WHEREAS, pursuant to Virginia Code §§15.2-2006 and 15.2-2008, abutting property owner Zuckerman Metals, Inc., a.k.a. Zuckerman Steel Company, Incorporated (“Applicant”) having applied for the vacation and sale of approximately 14,443 square feet of public rights-of-way in a 70’ wide unimproved street located between 413 North Commerce Avenue (Tax Map 20A4-10 Parcel 16) and Norfolk Southern Railway Company, all as shown as “Area ‘B’” and described on plat of survey entitled “Survey of Portions of 70’ Wide Unimproved Street Designated as Areas “A” and “B” Fork Magisterial District” prepared by Joseph G. Brogan, Jr., Land Surveyor, dated September 25, 2025, or as otherwise determined from a search of the public records (“Rights-of-Way”), said plat of survey or such other public records being attached hereto and incorporated herein by reference; and,

WHEREAS, following notice to all affected landowners and a duly advertised public hearing held on January 26, 2026, upon the evidence (including any report issued by a duly appointed committee of viewers that no public inconvenience would result from the discontinuance of the rights-of-way), it being the judgment of Town Council that said rights-of-way should be discontinued, closed and vacated subject to certain conditions being satisfied within one hundred twenty (120) days of the adoption of this ordinance approving of the vacation; and,

WHEREAS, Virginia Code §§15.2-1800 authorizes towns to dispose of and sell its real property following a duly advertised public hearing.

NOW THEREFORE, BE IT HEREBY ORDAINED AND ENACTED by the Town Council of the Town of Front Royal, Virginia (“Council”), that the public rights-of-way in the Rights-of-Way are discontinued, closed and vacated subject to the following stated conditions being satisfied within one hundred twenty (120) days of the adoption of this Ordinance, and that if said conditions are not satisfied within that time this Ordinance shall be null and void:

1. Following a second duly advertised public hearing, Council's approval of the sale and conveyance of all of the Rights-of-Way to the Applicant and/or any other abutting property owner by quit claim deed, less and except a 20' wide drainage easement as shown on the aforementioned plat of survey to be attached as an exhibit to the deed, at a sale price negotiated by the Town Manager with abutting property owner(s), and,

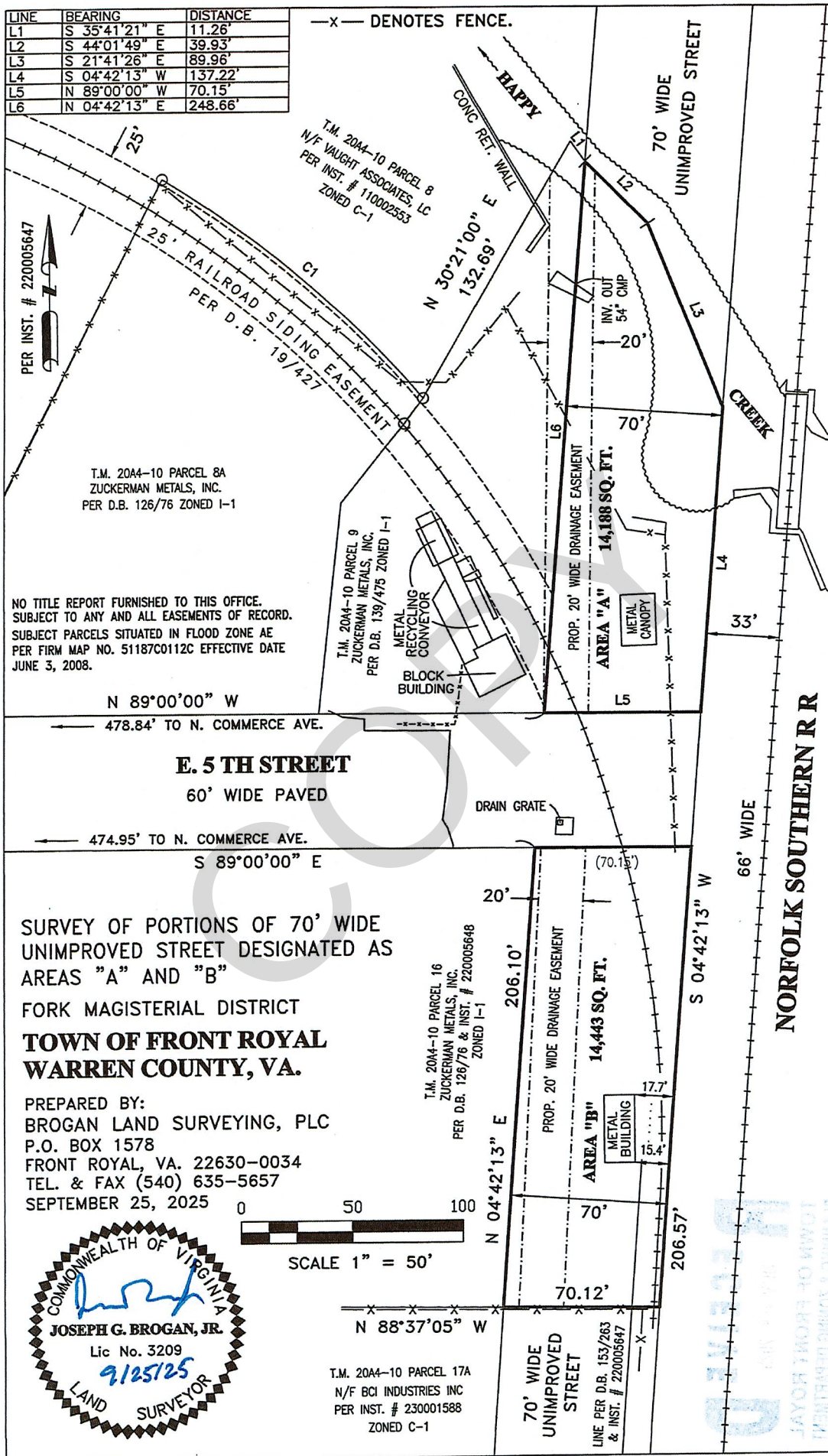
2. Payment of the approved purchase price by abutting owner(s), along with payment of the statutorily prescribed costs and fees of publication (and appointment of viewers, if any), with the Town Manager and Town Attorney to approve and execute all documents to be prepared by Applicant and/or other abutting property owner(s) necessary to effectuate the sale and conveyance of Rights-of-Way by quit claim deed, reserving in the Town of Front Royal a 20' wide drainage easement, and,

3. The Applicant and/or other abutting property owner shall re-subdivide, vacating internal boundary lines as necessary to consolidate abutting portions of Rights-of-Way into approved lot(s).

The Clerk of Council, upon the satisfaction of all conditions of this Ordinance, shall cause a certified copy of this Ordinance to be delivered to the Clerk of the Circuit Court for filing and recording in the land records, indexed with "Town of Front Royal" as Grantor and with Applicant, and/or other abutting property owner acquiring an interest in Rights-of-Way, indexed as Grantee, necessary to further effectuate this Ordinance.

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—x— DENOTES FENCE.



This ordinance shall be effective upon enactment.

APPROVED:


Lori A. Cockrell, Mayor

ATTEST:

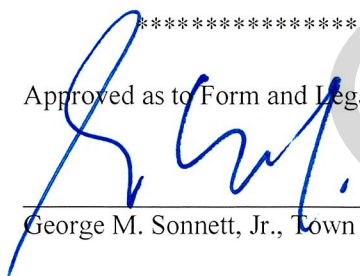

Tina L. Presley, Clerk of Council

This Ordinance was adopted at the Continued/Rescheduled Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on February 2, 2026 upon the following recorded vote:

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

A public hearing on the above was held on February 2, 2026 having been advertised in the Northern Virginia Daily on January 12 and January 16, 2026.

Approved as to Form and Legality:


George M. Sonnett, Jr., Town Attorney

Dated: 02-04-2026



CLOSED MEETING AGENDA STATEMENT

Meeting Date: April 27, 2026

Item# 12

MOTION ON TO GO INTO CLOSED MEETING

To be approved by affirmative recorded vote, with motion set forth in detail in the minutes. Council may TAKE ACTION in open session following closed meeting.

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

- 1) pursuant to Section 2.2-3711(A)(7) of the Code of Virginia, for consultation with legal counsel and briefings by staff members or consultants pertaining to actual litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body, more specifically, Downes, Trustee v. Town of Front Royal, and,
- 2) pursuant to §2.2-3711(A)(3) of the Code of Virginia, discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, more specifically, a) the sale of vacated 6,235 square foot portion of the unimproved Randolph Avenue between Washington Avenue and Lot 5, and, b) the sale of vacated 1,800 square foot portion of the unimproved alley located between W. 13th Street and W. 14th Street.

Motion to Certify Closed Meeting at its Conclusion

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

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

Moved _____ Seconded _____

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