



TOWN COUNCIL REGULAR WORK SESSION

Monday, May 4, 2026 @ 6:30 PM

Town Hall Conference Room

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

1. Roll Call
2. CLOSED MEETING
3. NEW BUSINESS
 - a. FY2025-2026 Write Off for Bad Debt- *BJ Wilson*
 - b. Bid Award - Delivered Ready-Mix Concrete- *M. Campbell*
 - c. Special Use Permit to Allow a Short-Term Rental at 1521 N. Royal Avenue by Robert/ Melissa Mitchell – *L. Kopishke*
 - d. Zoning Text Amendment to Town Code Chapter 175 to Define Firearms Retail Establishment and Firearms Manufacturing, to permit Firearms Retail Establishments by-right in the C-1 Community Business District and to permit Firearms Manufacturing by Special Use Permit – *L. Kopishke*
 - e. Zoning Text Amendment to Town Code Chapter 175 to Redefine Urban Agriculture and Agricultural Pursuits Amend Performance Standard to Clarify Lot Sizes and Permitted Animals – *L. Kopishke*
 - f. An Ordinance to Amend Town Code §158-6 for the Re-adoption by Reference of State Vehicular Laws – *G. Sonnett*
 - g. An Ordinance to Amend Town Code §§134-22.C & 134-31.1.C to Remove the Pilot Fee Agreement Form–*G. Sonnett*
4. ADJOURN



CLOSED MEETING AGENDA STATEMENT

Meeting Date: May 4 2026

Item# 02

MOTION ON TO GO INTO CLOSED MEETING

To be approved by affirmative recorded vote, with motion set forth in detail in the minutes. Council may TAKE ACTION in open session following closed meeting.

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

- 1) pursuant to 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, a) 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, b) proposed amendment to the Town zoning ordinance.

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 _____



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: May 4, 2026 Item# 3A

Agenda Item: FY2025-2026 Write Off for Bad Debt

Summary: Council is requested to approve the removal of 5 years or older of outstanding accounts receivable (bad debts) totaling \$45,926.66 (146 utility accounts) on the Town's ledger for the remainder of fiscal year 2025-2026.

Staff has identified the accounts as bad debt and uncollectible based upon the Bad Debt Policy approved by Town Council in March 2019 and statute of limitations. All possible recourse of attempting to collect these amounts has been completed and the accounts have no activity for at least 5 years.

The amount of bad debt previously approved to be removed by Council for the preceding five fiscal years is as follows:

FY21 - \$41,474.18 (123 Accounts)
FY22 - \$46,705.80 (166 Accounts)
FY23 - \$47,314.36 (151 Accounts)
FY24 - \$48,897.84 (151 Accounts)
FY25 - \$52,445.15 (146 Accounts)
FY26 - \$45,926.66 (110 Accounts) – Pending Approval

Annually the Town of Front Royal bills approximately \$32,000,000 (\$32 million) for utility service. The Town of Front Royal Department of Finance collects approximately 99.9% of the utilities billed annually before accounts are deemed uncollectible and written off.

Budget/Funding:	0002-0401	Electric Allowance Uncollectible Utility Bills
	0003-0401	Sewer Allowance Uncollectible Utility Bills
	0004-0401	Water Allowance Uncollectible Utility Bills
	0005-0401	Solid Waste Allowance Uncollectible Utility Bills

Staff Recommendation: Staff recommends Council approving write-offs as presented.

FY2026 Write-Off Utility Accounts

Account Number	Balance	Final Bill Due Date
10-514100-1	\$ 65.50	11/30/2020
09-352000-25	\$ 720.50	2/1/2021
01-403000-11	\$ 136.06	8/31/2010
10-176400-15	\$ 1,184.27	11/7/2014
08-335332-2	\$ 195.08	10/9/2020
09-238000-21	\$ 71.73	2/5/2021
06-683610-5	\$ 72.85	6/11/2021
04-394000-11	\$ 194.69	4/27/2021
08-251000-10	\$ 129.32	4/30/2021
09-284000-20	\$ 53.65	9/9/2020
08-798000-5	\$ 183.29	3/27/2020
04-752000-8	\$ 200.00	12/8/2017
04-289000-5	\$ 310.23	10/30/2020
04-219000-35	\$ 104.46	11/9/2020
08-615210-15	\$ 547.67	6/18/2021
02-175000-11	\$ 259.97	8/14/2020
08-198000-12	\$ 357.15	11/6/2020
08-615210-14	\$ 878.04	8/7/2020
09-339000-12	\$ 86.43	1/20/2021
06-612005-16	\$ 505.12	2/19/2021
07-591223-29	\$ 38.38	10/23/2020
04-219000-36	\$ 187.21	6/11/2021
03-616025-24	\$ 392.98	9/4/2020
04-360000-18	\$ 76.96	11/30/2020
04-669000-45	\$ 451.30	8/21/2020
08-754000-14	\$ 29.78	2/26/2021
07-591022-24	\$ 36.68	1/27/2020
01-145000-11	\$ 1,763.03	5/14/2021
03-355000-7	\$ 322.11	5/1/2020
01-339000-32	\$ 1,149.88	9/11/2020
03-616300-17	\$ 228.68	4/2/2021
07-591222-8	\$ 151.35	3/26/2021
07-394000-10	\$ 648.17	5/21/2021
07-363100-1	\$ 177.26	4/23/2021
06-302000-20	\$ 252.75	8/28/2020
06-268000-30	\$ 301.20	4/16/2021
09-153000-15	\$ 1,585.90	8/21/2020
06-511000-7	\$ 770.73	1/5/2021

FY2026 Write-Off Utility Accounts

07-268001-7	\$	139.35	4/27/2021
06-551000-26	\$	559.17	12/18/2020
06-509000-4	\$	110.52	10/23/2020
08-705000-42	\$	91.50	11/23/2020
02-494000-6	\$	305.50	5/14/2021
10-242000-19	\$	24.42	8/14/2020
08-706000-23	\$	1,034.97	12/4/2020
10-147043-22	\$	53.72	6/11/2021
04-215000-34	\$	341.48	11/30/2020
03-726600-34	\$	162.35	5/7/2021
08-121000-14	\$	50.01	10/1/2012
06-625235-24	\$	252.97	3/17/2021
01-721801-2	\$	161.41	8/7/2020
03-523000-3	\$	467.07	4/27/2021
09-143000A-16	\$	106.47	1/20/2021
08-153250-17	\$	857.94	5/28/2021
09-278000-4	\$	123.63	6/11/2021
10-155003-31	\$	496.27	8/7/2020
08-273528-10	\$	577.90	2/5/2021
04-269000-19	\$	168.71	6/6/2016
01-564000-9	\$	1,885.36	9/18/2020
07-362000-4	\$	149.12	9/25/2020
07-591175-17	\$	251.19	1/26/2018
10-167110-2	\$	133.43	12/22/2020
05-732020-2	\$	165.82	5/28/2021
10-155008-12	\$	61.16	10/23/2020
07-160237-7	\$	1,588.15	4/16/2021
06-502000-9	\$	229.35	5/7/2021
05-598000-23	\$	760.01	12/28/2020
04-543000-28	\$	1,130.52	8/21/2020
03-138000-1	\$	284.82	5/21/2021
05-251000-19	\$	521.05	11/6/2020
08-677000-27	\$	121.50	1/19/2021
08-677000-27	\$	121.50	1/19/2021
06-554000-17	\$	606.08	3/27/2020
08-699000-32	\$	329.51	3/22/2016
05-353000-34	\$	103.32	8/28/2020
08-616000-34	\$	170.16	11/16/2020
05-666000-7	\$	155.40	8/23/2019

FY2026 Write-Off Utility Accounts

05-193000-29	\$ 260.70	4/27/2021
03-363000-26	\$ 745.86	2/26/2021
10-182004-30	\$ 106.76	8/28/2020
03-616025-25	\$ 800.31	5/17/2021
06-533000-18	\$ 1,358.11	9/25/2020
10-496000-4	\$ 722.47	11/9/2020
09-357000-6	\$ 117.32	3/17/2021
01-625000-8	\$ 334.92	8/21/2020
08-371100-5	\$ 74.96	5/28/2021
09-527000-13	\$ 165.11	11/2/2020
04-514000-6	\$ 889.33	6/3/2021
04-664000-36	\$ 293.24	2/11/2021
04-672000-41	\$ 554.86	9/25/2020
05-649000-3	\$ 129.41	9/23/2020
03-230000-17	\$ 1,129.38	4/30/2021
10-195039-4	\$ 345.86	7/31/2020
05-130000-6	\$ 1,315.93	12/11/2020
01-165000-22	\$ 516.96	2/26/2021
02-683000-26	\$ 630.69	5/14/2021
06-332000-15	\$ 547.33	10/29/2020
05-724000-30	\$ 76.38	1/27/2021
04-170000-21	\$ 912.45	8/23/2019
03-188000-18	\$ 1,107.38	11/9/2020
02-627000-4	\$ 453.86	5/16/2014
04-664000-18	\$ 379.86	6/23/2011
01-145000-3	\$ 257.36	1/13/2012
05-487300-19	\$ 18.72	8/7/2020
08-206000-7	\$ 198.41	8/21/2020
03-258000-27	\$ 351.62	1/20/2021
03-258000-27	\$ 351.62	1/20/2021
08-663000-3	\$ 596.99	9/11/2020
02-447000-24	\$ 193.12	8/28/2020
05-309000-15	\$ 316.21	3/17/2021
\$ 45,926.66		



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: May 4, 2026

Item# 3B

Agenda Item: Bid Award - Delivered Ready-Mix Concrete

Summary: The Purchasing Division issued a solicitation for the supply and delivery of various ready-mix concrete types for use by the Department of Public Works. One (1) bid was received by the April 9, 2026 deadline. The procurement was conducted through competitive unsealed bidding in accordance with the Virginia Public Procurement Act (VPPA), utilizing eVA, the Commonwealth's electronic procurement system.

Due to ongoing market volatility, this is the first responsive bid received for this solicitation in the past five (5) years. To address pricing uncertainty, the solicitation included special terms and conditions allowing for limited price adjustments tied to external factors. Specifically, the contract permits price increases of up to 25% of any additional tariff imposed on materials purchased by the contractor. The contract also includes an initial one-year term with the option for up to four (4) annual renewals, with any renewal price adjustments capped at the percentage change in the Producer Price Index (PPI), Industry Code 13330101C, as published by the U.S. Bureau of Labor Statistics for the most recent twelve-month period.

Staff recommends awarding the contract to the lowest responsive and responsible bidder, Rockingham Redi-Mix of Harrisonburg, Virginia, for firm-fixed unit pricing on various concrete mixes to support ongoing maintenance and construction projects.

Delivered Unit Pricing:

DESCRIPTION	DELIVERED COST
B Mix Concrete	\$ 167.00 / cy
A Mix Concrete	\$ 170.00 / cy
A-3 Mix Concrete, REGULAR SAND	\$ 173.00 / cy
A-3 Mix Concrete, NATURAL SAND	\$ 176.00 / cy
A-4 Mix Concrete, NATURAL SAND	\$ 179.00 / cy
EXPOSED AGGREGATE MIX CONCRETE	\$ 211.00 / cy
Ready Mix Flowable Fill	\$ 155.00 / cy
All Types CG-12	\$ 176.00 / cy
Short Load Fee	\$ 100.00 / ld

Budget/Funding: Funding budgeted and available in the following account:

4500-45477 Curb and Gutter Reconstruction

Staff Recommendation: Staff recommends approval of the contract award as presented.



Town of Front Royal, VA

BID TABULATION

IFB #3-2026 DELIVERED CONCRETE

BID OPENING DATE: 4/9/2026

BID OPENING TIME: 2:00 PM

			Rockingham Redi-Mix	No Bid	No Bid
Description	QTY	UOM	Total Bid Price	Total Bid Price	Total Bid Price
B Mix Concrete	1	CY	\$167.00		
A Mix Concrete	1	CY	\$170.00		
A-3 Mix Concrete, REGULAR SAND	1	CY	\$173.00		
A-3 Mix Concrete, NATURAL SAND	1	CY	\$176.00		
A-4 Mix Concrete, NATURAL SAND	1	CY	\$179.00		
EXPOSED AGGREGATE MIX CONCRETE	1	CY	\$211.00		
Ready Mix Flowable Fill	1	CY	\$155.00		
All Types CG-12	1	CY	\$176.00		
Short Load Fee	1	LOAD	\$100.00		
TOTAL BID PRICE			\$1,507.00	\$0.00	\$0.00

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

Prepared By: Michelle Campbell, VCA, VCO

**BID FORM**

Town of Front Royal Purchasing Department

Title: IFB 3-2026 Delivered Concrete

Due prior to 2:00 P.M., local prevailing time, April 9, 2026

Ready-Mix Concrete Firm Fixed Pricing

DESCRIPTION	DELIVERED COST PER CUBIC YARD
B Mix Concrete	\$ 167.00
A Mix Concrete	\$ 170.00
A-3 Mix Concrete, REGULAR SAND	\$ 173.00
A-3 Mix Concrete, NATURAL SAND	\$ 176.00
A-4 Mix Concrete, NATURAL SAND	\$ 179.00
EXPOSED AGGREGATE MIX CONCRETE	\$ 211.00
Ready Mix Flowable Fill	\$ 155.00
All Types CG-12	\$ 176.00
Short Load Fee	\$ 100.00/LD
	\$

The undersigned hereby declares that he has informed himself fully of all conditions of this solicitations, including the specifications of the product(s) to be provided, drawings (if any), all Addenda, and all conditions relative to any work to be performed.

Receipt of Addenda listed below is acknowledged and the bid incorporates all requirements of these Addenda:

No. _____ Date NA No. _____ Date NA
No. _____ Date NA No. _____ Date NA

A minimum of 30 days after receipt of an approved invoice by the Town shall be allowed for payment. Discounts for prompt payment **will not** be considered in the evaluation of bids. However, any offered discount will become part of the award and will be taken if payment is made within the discount period offered in the bid. In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of earning the discount, payment shall be considered to have been made on the date that appears on the payment check or the date on which an electronic funds transfer for the payment was made.

The Bidder certifies that he has not combined, conspired, or agreed to intentionally rig, alter, or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated this bid for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the Town of Front Royal. **In compliance with VA Code § 2.2-4343.1, the Town of Front Royal does not discriminate against faith-based organizations. INDICATE BY PLACING A CHECK HERE _____ IF A FAITH-BASED ORGANIZATION AS DESCRIBED IN VA CODE § 2.2-4343.1**

My signature certifies that this firm (or individual) has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the Town of Front Royal, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to the Town of Front Royal, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the Town of Front Royal.

Bids must be signed by someone having the authority to bind the individual or company.

SIGNATURE

Duane Laughlin

PRINTED/TYPED NAME

DUANE LAUGHLIN

TITLE

Sales - Business Dev.

DATE

4/9/26

TELEPHONE

540 323,3301

Memo



Town of Front Royal Public Works

TO: Michelle Campbell, Manager of Purchasing
FROM: Steve Scheulen, Infrastructure Manager
CC: BJ Wilson, Assistant Town Manager/Director of Finance
DATE: April 13, 2026
RE:

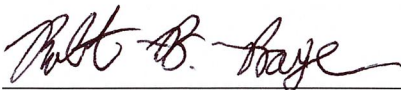
Public Works recommends award to Rockingham Redi-Mix for supply and delivery of various types of ready-mix concrete needed for maintenance repairs and projects performed by the Department.

Funding from the Streets Department budget code 4500-5477, Curb and Gutter Reconstruction.

Steve Scheulen, Infrastructure Manager



Robert Boyer, Director of Public Works



THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED

In compliance with this IFB and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed quotation.

LEGAL NAME & ADDRESS OF FIRM:

ROCKINGHAM RED MIX
1557 GARBERS CHURCH RD
HARRISONBURG, VA 22801

By: Duane Laughlin
Company's Legal Name Authorized Representative - Signature in Ink

Printed Name: DUANE LAUGHLIN

Title: Sales - Business Dev.

Date: 4/9/26

Phone: 540.323.3301

Email: duane.laughlin@conmatgroup.com

Fax: _____

In compliance with this IFB, and subject to all the conditions thereof, the signatory offers, if this bid is accepted within ninety (90) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The above signature certifies the bidder has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of the firm named above.

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED

PLEASE NOTE: State Corporation Commission (SCC) registration requirements effective July 1, 2010 require that your proposal include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration, per the requirements in Sections 6.31 and 9.21. Please complete this Proof of Authority to Transact Business in Virginia form and submit it with your proposal. Failure to provide this information or providing inaccurate or purged information shall result in your proposal being rejected.

State Corporation Commission Form

Virginia State Corporation Commission (SCC) Registration Information

Pursuant to VPPA §2.2-4311.2, the bidder must include the following information:

☒ is a corporation or other business entity with the following SCC identification number:

-OR-

- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust.

-OR-

- ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location)

-OR-

- ☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. Attach opinion of legal counsel to this form.
- ☐ **NOTE:** Check this circle if you have not completed any of the foregoing options but currently have pending before the SCC and application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. (The Town of Front Royal reserves the right to determine in its sole discretion whether to allow such waiver).

I certify the accuracy of this information.

Signed: _____

Title: _____

Date: _____

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. **Qualification:** The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. **Vendor's Primary Contact:**
Name: DUANE LAUGHLIN Phone: 540.323.3301
E-mail: duane.laughlin@comatgroup.com
3. **Years in Business:** Indicate the length of time you have been in business providing this type of good or service:
50 Years _____ Months
4. Indicate below a listing of three (3) references for like jobs the Offeror has performed for a municipal government in Virginia or similar accounts, including a contact person, address, and phone number.

A. Company/Government:
Address:

Town of Front Royal, VA

Contact (Name/Title):
Contact Email:
Phone:

B. Company/Government:
Address:

City of Winchester, VA

Contact (Name/Title):
Contact Email:
Phone:

C. Company/Government:
Address:

City of Harrisonburg, VA

Contact (Name/Title):
Contact Email:
Phone:

I certify the accuracy of this information.

Signed:

Duane Laughlin

Title:

Sales-Business Dev.

Date:

4/9/26

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered in to any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He/She further says that no person or persons, firms, or corporation has, have, or will receive directly or indirectly, any rebate, fee gift, commission, or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID ARE TRUE AND CORRECT.

Dated this 9TH day of APRIL, 2026.

ROCKINGHAM RED MIX
(Name of Organization)

Sales-Business Dev.
(Title of Person Signing)

Duane Gagneri
(Signature)

ACKNOWLEDGEMENT

STATE OF Virginia

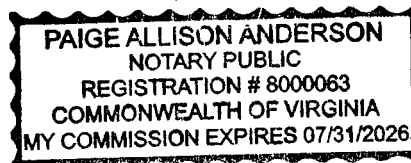
COUNTY OF Shenandoah

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 9th day of April, 2026.

Paige Anderson
Notary Public Signature

My Commission Expires: 07/31/2026 (SEAL)



THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED

CONFLICT OF INTEREST: The undersigned certifies and warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest, which is defined as a situation in which the nature or work under the contract and the offeror's organizational, financial, contractual or other interest are such that award of the contract may result in the offeror receiving an unfair competitive advantage, or the offeror's objectivity in performing the contract work may be impaired. The offeror agrees that if after being awarded it discovers an organizational conflict of interest with respect to the being awarded, it shall make an immediate and full disclosure in writing to the Town of Front Royal which shall include a description of the action which the offeror has taken or intends to take to eliminate or neutralize the conflict. INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS PROPOSAL (I.E. PROJECT MANAGER).

Dated this 9th day of April, 2026.

ROCKINGHAM ZED i Mix

(Name of Organization)

Sales-Business Dev.

(Title of Person Signing)

Duane Gaughan

(Signature)

ACKNOWLEDGEMENT

STATE OF

Virginia

COUNTY OF

Shenandoah

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.
Subscribed and sworn to me this 9th day of April, 2026.

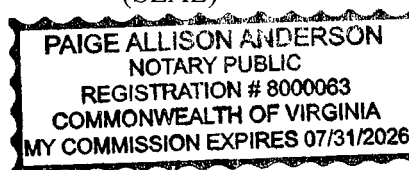
Paige Anderson

Notary Public Signature

My Commission Expires:

07/31/2026

(SEAL)





INVITATION FOR BIDS

Town of Front Royal Purchasing Department

Date: March 31, 2026

IFB #3-2026 DELIVERED CONCRETE

FIRM FIXED PRICING ON VARIOUS TYPES OF READY-MIX CONCRETE ON AN AS NEEDED BASIS

Commodity Codes: 91430, 75070

Issuing Entity: Town of Front Royal Purchasing Department
102 E. Main Street
Front Royal, VA 22630

Work Sites: Town of Front Royal

DELIVER UNSEALED RESPONSES BY: April 9, 2026, at 2:00 p.m. EST

Issued by Michelle Campbell, VCA, VCO – Purchasing Manager

Any questions regarding this invitation for bid shall be addressed to Michelle Campbell, Town of Front Royal Assistant Purchasing Agent at mcampbell@frontroyalva.com. The issuing office shall determine whether any addendum should be issued as a result of any questions or other matters raised.

The awarding authority for this contract is the Town of Front Royal. It is understood and agreed that the contract generated from this Proposal shall be subject to annual appropriations by the Town of Front Royal Town Council. Should the Council fail to appropriate funds for the contract, the contract will be terminated when funds are exhausted. There shall be no penalty should the Council fail to make annual appropriations for the contract.

The Town of Front Royal reserves the right to accept or reject any and all proposals; to waive informalities; to negotiate with the lowest qualified Offeror in order to stay within available budget funding; and to award the project as deemed in its judgment to be in the best interest of the Town of Front Royal.

All Offerors shall abide by all applicable State and Federal laws.

The Town of Front Royal does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status, status as a military family, or any other basis prohibited by state law relating to discrimination in employment.

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1. PURPOSE

The Town of Front Royal (herein referred to as “Town”) is soliciting bids from qualified firms to provide and deliver on-call, as needed hydraulic cement concrete (ready-mix concrete) to various locations within the Town of Front Royal in accordance with the specifications contained herein during the contract period. The Town intends to award multiple contracts as a result of this solicitation. The Town will appoint the lowest responsive and responsible bidder as primary vendor to perform task order upon ability; and will use secondary lowest responsive and responsible bidder if primary is not able to provide service for task order within timeframe required by Town for task order.

2. SPECIFICATIONS

Ready Mix Concrete Specifications

1. All concrete shall be in compliance with Section 217 of the 2020 Road and Bridge Specifications or latest edition. A copy of these specifications can be obtained at the following address:
 - i. <http://www.virginiadot.org/business/const/spec-default.asp>
2. Concrete shall be free of any additives and accelerants.

Independent Contractor Specifications

The Independent Contractor Shall:

1. Deliver ready-mix concrete to various job sites and routes within the Town, therefore there shall be no second stop fees or any other fees.
2. Ensure their capacity to perform under this contract, regardless of other contractual responsibilities. The Contractor shall be capable of delivering materials ordered within the timeframe required herein.
3. Deliver concrete within 3 business days.
4. Provide a contact person as the Supervisory Representative who will have the authority to execute this contract work. The Contractor shall provide this name, as well as additional personnel names and phone numbers, who can be contacted 24 hours, seven (7) days a week.
5. Dispatched drivers shall have a minimum of 5 years’ experience delivering concrete for curb and gutter jobs.
6. If the Contractor fails to deliver the material at the mutually agreed upon time, they may be considered in default and held responsible for any resulting additional purchase and administrative costs in accordance with General Term and Conditions.
7. The bid price for materials shall be for each cubic yard and include all fees and incidentals, which include but are not limited to, environmental, fuel surcharge, direct and indirect overhead costs, delivery, disposal charges, and short load fee.
8. Normally delivery shall be performed during “daylight” hours, which shall be from 7:00AM through 7:00 PM, Monday through Friday. Starting times and schedules may vary and will be at the discretion of the Public Works Director or designee. The Contractor shall be paid the normal cubic yard bid rate for deliveries performed on weekends, holidays, nights, or for

any hours beyond the normal 40-hour week.

3. BIDDER'S INSTRUCTION WHEN SUBMITTING BIDS

1. **BID SUBMISSION – INSTRUCTIONS:**

To be considered, your bid must be submitted on a copy of the **BID FORM** or Electronically online via [eVA](#), signed by a representative authorized to bind the Bidder in the matter, dated, and must be received at the Town of Front Royal Purchasing Department, P. O. Box 1560, Front Royal, VA 22630, **prior to the date and time stated.**

Envelopes containing bids must marked in the lower left-hand corner with the invitation number and bid title.

Changes to the requirements in this solicitation shall be made only by written addendum.

SUBMISSION

SUBMISSION BY MAIL TO:

Town of Front Royal
Purchasing Department
PO Box 1560
Front Royal, VA22630

SUBMISSION BY DELIVERY TO:

Town of Front Royal
Purchasing Department
102 E Main Street
Front Royal, VA 22630

ELECTRONIC RESPONSE SUBMISSION OPTION:

Submitted via [eVA](#).

Offeror must be registered in eVA in order to submit an electronic proposal.

The following are instructions for submitting an electronic proposal:

1. Go to www.eva.virginia.gov;
2. Click on "I Sell To Virginia";
3. Click on "eVA Supplier Training"; and
4. Click on "Viewing and Responding to Solicitations Video".

To learn how to submit an online bid in eVA please refer to the online supplier training page at: <https://eva.virginia.gov/supplier-training-materials.html>

The link to the video "Viewing and Responding to Solicitations" can be found on the Supplier Training Materials page at: <https://www.youtube.com/watch?v=KSxcAkOekW0>

If an Offeror needs assistance submitting an electronic response, the Offeror must contact eVA Customer Care at 866-289-7367 or email eVACustomerCare@dgs.virginia.gov.

2. **RECEIPT OF BIDS / LATE BIDS:** It is the Bidder's responsibility to ensure that his/her bid is received prior to or at the specific time and place designated in the solicitation. Bids received after the date and time specified for receipt shall not be considered.
3. The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of bids received.

4. GENERAL TERMS AND CONDITIONS

1. **Reports:** The Independent Contractor shall complete, maintain, and submit to the Town all records and reports and lists of services rendered when such services are rendered.
2. **Services Rendered:** The Independent Contractor shall perform all services to be rendered pursuant to this Contract at the location specified above. The Independent Contractor agrees to maintain all facilities and equipment used by the Independent Contractor under this Contract in clean, sanitary, and safe condition and free from defects of every kind.
3. **Licenses and Permits:** The Independent Contractor agrees that it has procured all licenses, permits, or other like permission required by law to conduct or engage in the activity provided for in this Contract; that it will procure all additional licenses, permits, or like permission required by law during the term of this Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of this Contract.
4. **Independent Contractor:** The Independent Contractor understands and agrees that the relationship of the Independent Contractor to the Town arising out of this Contract shall be that of Independent Contractor. It is understood that the Independent Contractor, or its staff and employees, are not employees of the Town and are, therefore, not entitled to any benefits provided employees of the Town. The Independent Contractor shall be responsible for reporting and accounting for all State, Federal, Social Security, and local taxes where applicable.
5. **Non-Discrimination:** During the performance of this agreement the Independent Contractor agrees as follows:
 - a. The Independent Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, natural origin, age, disability, sexual orientation, gender identity, political affiliation, veteran status, status as a military family, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary for the normal operation of the Independent Contractor. The Independent Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The Independent Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Independent Contractor, will state that the Independent Contractor is an equal opportunity employer.

The Town of Front Royal does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status, status as a military family, or any other basis prohibited by state law relating to discrimination in employment.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. The Independent Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each sub-contractor or vendor.
- 6. Compliance with Federal Immigration Law:** The Independent Contractor does not and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- 7. Forced or Indentured Child Labor:** Applicable in all solicitations and contracts over \$10,000: During the performance of this contract the use of forced or indentured child labor is prohibited. Any Prime Contractor shall include such prohibition in every subcontract that exceeds \$10,000 and shall be binding upon each subcontractor or vendor. For the purposes of this section, “forced or indentured child labor” means all work or service exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.
- 8. Compliance with State Law:** The Independent Contractor shall comply with section 2.2-4311.2 of the Code of Virginia pertaining to foreign and domestic businesses authorized to transact business in the Commonwealth.
- 9. Drug-Free Workplace:** For the purpose of this section, “drug-free workplace” means a site for the performance of work done in connection with this contract awarded to the Independent Contractor in accordance with this procurement transaction. During the performance of this contract, the Independent Contractor agrees to:
- a. Provide a drug-free workplace for the Independent Contractor’s employees
 - b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Independent Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - c. State in all solicitations or advertisements for employees placed by or on behalf of the Independent Contractor that the Independent Contractor maintains a drug-free workplace.
 - d. Include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 10. Termination for Cause:** This Contract may be terminated by the Town upon fifteen (15) days written notice to the Independent Contractor to the address first named above in the event of substantial failure or default of the Independent Contractor to perform in accordance with the terms hereof through no fault of the Town’s.

11. Termination for Convenience: The obligation to provide further services under this Contract may be terminated by the Town for its convenience and not for cause upon fifteen (15) days written notice. The Independent Contractor shall be compensated for work performed through the date of termination and for termination expenses, including any expenses directly attributable to termination and for which the Independent Contractor is not otherwise compensated. Termination expenses shall not, however, include loss profits on services not performed as a result of such termination for convenience.

12. Notice: Any notice which is required to be given, or which may be given under this Contract, shall be sent to those mailing addresses noted in the first paragraph of this Contract.

13. Non-Assignability: Independent Contractor understands that this Contract is a contract with the professional services of the Independent Contractor and that it is made by the Town in reliance on the Independent Contractor's personal skills and knowledge in the activity to be conducted and as represented by the Independent Contractor. Accordingly, this Contract is non-assignable by the Independent Contractor without the express written advance permission of the Town.

14. Insurance: The Independent Contractor shall procure and maintain the general liability insurances shown below, with the Town names as Additional Insured, for protection from claims arising out of performance of services caused by negligent, reckless, or willful error, omission or act for which the Independent Contractor is legally liable. The Independent Contractor shall deliver to the Town, upon execution of this Agreement, certificates of such insurance. Insurance shall provide for coverage effective through the date of the end of the Project.

- Comprehensive General Liability Insurance, *naming the Town as Additional Insured*
- Automobile Liability, *naming the Town as Additional Insured*
- Worker's Compensation

15. Amount of Insurance Required:

- Comprehensive General Liability Insurance - \$1,000,000 Minimum per Incident
- Automobile Liability Insurance - \$1,000,000 bodily injury and \$1,000,000 property damage
- Worker's Compensation – As required by the Commonwealth of Virginia.

16. Indemnification: The Independent Contractor shall indemnify, keep and hold harmless the Town of Front Royal and its members of Council, officers, directors, employees and volunteers against any and all third party claims of injuries, death, damage to property, theft, patent claims, suits, liabilities, judgements, costs and expenses (including reasonable attorney fees) which may otherwise accrue against the Town in consequence of the granting of a Contract which may otherwise result therefrom, to the extent it shall be determined that the claim was caused through negligence or error, or omission of the Independent Contractor or his or her employees, or that of the Subcontractor or his or her employees, if any; and the Independent Contractor shall, to the extent of its obligation above, pay all reasonable charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgement shall be rendered against the Town in any such action, the Service Provide shall, to the same extent, at its own expense, satisfy and discharge the same. The Independent Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Independent Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and

defend the Town as herein provided. The provisions of this section shall survive the completions, terminations, or expiration of the Contract.

- 17. Entire Contract:** This Contract constitutes the entire agreement between the parties pertaining to the subject matter of this Contract and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with the subject matter. No modification of this Contract shall be effective unless made in writing and signed by both parties.
- 18. Force Majeure:** The Independent Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Independent Contractor, and outside and beyond the scope of the Independent Contractor's then current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.
- 19. Antitrust:** By entering into this Contract, the Independent Contractor conveys, sells, assigns and transfers to the Town of Front Royal all rights, title, and interest in and to all causes of action the Independent Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the Town of Front Royal under this Contract
- 20. Standard of Care:** The Independent Contractor shall perform the services herein described expeditiously and diligently and in accordance with the standard of care and skill ordinarily exercised under similar conditions by reputable members of its profession or trade practicing in the same or similar locality within the Town of Front Royal existing as of the date such services are provided and in accordance with all applicable laws, codes, and regulations in effect as of the date such services are provided.
- 21. Enforcement:** This Contract shall in all aspects be governed by the laws of the Commonwealth of Virginia. Any action maintained by either party for the enforcement or interpretation of the terms of this Contract shall be filed in the courts of Warren County, Virginia. The Independent Contractor shall comply with all applicable federal, state, and local laws, rules and regulations.
- 22. Contract Extensions:** In the event that the original term and all renewals of the contract expire prior to the award for a new contract for similar goods and/or services, the Town of Front Royal may, with written consent of the Contractor, extend this contract for such a period as may be necessary to afford the Town of Front Royal, a continuous supply of the identified goods and/or services.
- 23. Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town may terminate this agreement after verbal or written notice without penalty. Upon termination the Town may procure the goods or services contracted for from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town may have.
- 24. Taxes:** Sales to the Town of Front Royal are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall

usually be free of Federal excise and transportation taxes. The Town's excise tax exemption registration number is 54-6001299.

- 25. Invoicing:** Invoices shall be submitted within ten (10) days of the completion of each project. Failure to submit invoices in a timely manner may result in the issuance of a Procurement Complaint Form. Invoices shall include the purchase order number, itemized quantities, unit price, and extended costs based on the contract pricing schedule and cost of supplied materials. No payment will be made for work in progress on the prescribed payment dates. The Contractor shall submit copies of all material tickets/receipts with the invoice for payment. Invoices shall be submitted as an attachment via email to:

invoices@frontroyalva.com

26. Payment:

a. The Town shall promptly pay the sum of (SUM) for the completed services or delivered goods described in Attachment A by the required date. The required payment date shall be either: (1) the date on which payment is due under the terms of the contract, or (2) if a date is not established by the contract, not more than forty-five (45) days after goods or services are received or not more than forty-five (45) days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within twenty (20) days after the receipt of an invoice for goods or services, the Town shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. If the Town fails to make payment by the required payment date, the Town shall pay any finance charges assessed by the supplier that shall not exceed one percent (1%) per month. Where payment is made by mail, the date of the postmark shall be deemed to be the date the payment is made.

b. Individual Contractors shall provide their Social Security numbers, and proprietorships, partnerships, and corporations shall provide the Town of Front Royal with a Federal Employer Identification number, prior to receiving any payment from the Town.

c. Invoices for items ordered, delivered, and accepted shall be submitted by the Independent Contractor directly to this payment address:

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

You may also email invoices to: invoices@frontroyalva.com

All invoices shall show the applicable Purchase Order number.

d. The Independent Contractor shall monthly furnish an invoice to the Town for services rendered that month. All goods or services provided under this contract or Purchase Order, that are to be paid for with public funds, shall be billed by the Independent Contractor at the contract price, regardless of which Town department is being billed.

e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Independent Contractors should put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be

unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, The Town shall promptly notify the Independent Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. An Independent Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute. (Code of Virginia § 2.2-4363).

To Subcontractors:

- a. An Independent Contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the Independent Contractor's receipt of payment from the Town for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the Town and the subcontractor(s), in writing, of the Independent Contractor's intention to withhold payment and the reason.
- b. The Independent Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Independent Contractor that remain unpaid seven (7) days following receipt of payment from the Town, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. An Independent Contractor's obligation to pay an interest charge to a subcontractor cannot be construed to be an obligation of the Town of Front Royal.

5. SPECIAL TERMS AND CONDITIONS

1. **AUDIT:** The Contractor shall retain all books, documents, papers, accounting records, subcontracting records, and other evidence supporting any of the services performed, and the costs incurred, at all times during the contract period, and for five (5) years after payment of the final invoice or final audit, whichever is later. Such evidence shall be maintained at the Contractor's office and made available to the Department at reasonable times. Such evidence will be subject to audit and inspection at any time by the Department.
2. **AWARD:** The Town will make the award(s) to the lowest responsive and responsible bidder on a GRAND TOTAL basis. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The Town reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
3. **E-VERIFY PROGRAM:** Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency or political subdivision of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are

enrolled in E-Verify.

4. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for complete delivery of materials ready for the Town's use and shall include all applicable freight and installation charges; extra charges will not be allowed.
5. **FEDERALLY IMPOSED TARIFFS:** In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's costs to a level that renders performance under the Agreement impracticable, the Town may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Town under this Agreement.

Prior to the Town agreeing to a price increase pursuant to this Section, the contractor must provide to the Town, the following documentation, all of which must be satisfactory to the Town:

1. evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the Town under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the Town to verify that the tariff is the cause of the price change.
2. a certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Town at a lower cost from a different source located outside of the country against which the tariff has been imposed.
3. a certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase.
4. as requested by the Town, written instructions authorizing the Town to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If the Town agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

1. During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Town and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractor's books, accounts, and other records related to this Agreement and contractor's costs for providing goods to the Town, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors.
2. Notwithstanding anything to the contrary in this Agreement, the Town shall have the right to terminate this Agreement for the Town's convenience upon 15 days' written notice to contractor.
3. In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Town's contract price shall be reduced by the same amount and adjusted accordingly.
4. Any material misrepresentation of fact by contractor relating in any way to the Town's payment of additional sums due to tariffs shall be fraud against the taxpayers of the Town

and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

6. **INSPECTION:** Upon delivery, an inspection will be conducted by the Public Works Director or Designee of the materials. Any deficiencies will be noted and brought to the attention of the Contractor. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the goods.
7. **MINORS ON WORK SITE:** No minors, under the age of eighteen, will be allowed on the Town work site(s) where this contract will be performed, except those employed by the Contractor as allowed by the Child Labor Laws of the United States government and the Child Labor Laws of the Commonwealth of Virginia.
8. **PROSECUTION OF WORK:** During the prosecution of work, the Public Works Director or Designee will have the authority to suspend the work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workmen or the general public; for failure to carry out orders; for such periods, as he may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work for any other condition or reason deemed to be in the public interest.
9. **RENEWAL OF CONTRACT:** This contract may be renewed by the Town for four (4) successive twelve (12) month periods, if agreed to by both parties, under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal.
 - a. If the Town elects to exercise the option to renew the contract for an additional twelve-month period, the contract price(s) for the additional twelve months shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of e Industry Code 1333-0101C of Table 9 of the Producer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 - b. If during any subsequent renewal periods, the Town elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Industry Code 1333-0101C of Table 9 of the Producer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available..
10. **SAFETY AND HEALTH STANDARDS:** It is a condition of the contract, and shall be made a condition of each subcontract entered into pursuant to the contract, that the Contractor and any Sub-Contractor shall not require any worker employed in performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety, as determined under construction safety and health standards promulgated by the US Secretary of Labor in accordance with Section 107 of the *Contract Work Hours and Safety Standards Act*. The Contractor shall comply with the Virginia Occupational Safety and Health Standards adopted under Section 40.1-22 of the *Code of Virginia* and the duties imposed under Section 40.1-51.1 of the *Code*. Any violation of the requirements or duties that is brought to the attention of the Contractor shall be immediately abated. Additionally, at a minimum, all Contractor personnel shall comply with the following, unless otherwise determined unsafe or inappropriate in accordance with OSHA regulations: Hardhats shall be worn while participating in or observing all types of field work

when outside of a building or outside of the cab of a vehicle, and exposed to, participating in or supervising construction. Respiratory protective equipment shall be worn whenever an individual is exposed to any item listed in the OSHA Standards as needing such protection unless it is shown the employee is protected by engineering controls. Adequate eye protection shall be worn in the proximity of the grinding, breaking of rock and/or concrete, while using brush chippers, striking metal against metal or when working in situations where the eyesight may be in jeopardy. Class 3 safety garments shall be worn by all exposed to vehicular traffic and construction equipment. Standards and guidelines of the current *Virginia Work Area Protection Manual* shall be used when setting, reviewing and removing traffic controls. Flag persons shall be certified according to the Virginia Flagger Certification Program. No person shall be permitted to position themselves under any raised load or between hinge points of equipment without first taking steps to support the load by the placing of a safety bar or blocking. Explosives shall be purchased, transported, stored, used and disposed of by a Virginia Certified Blaster in possession of a current criminal history record check and a commercial driver's license with hazardous materials endorsement and a valid medical examiner's certificate. All federal, state and local regulations pertaining to explosives shall be strictly followed. All electrical tools shall be adequately grounded or double-insulated. Ground fault Circuit Interrupter (GFCI) protection must be installed in accordance with the *National Electrical Code* (NEC) and current Virginia Occupational Safety and Health Agency (VOSH) regulations. No person shall enter a confined space without training, permits and authorization. Fall protection is required whenever an employee is exposed to a fall six feet or greater.

11. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid a statement describing why the bidder is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
12. **TERM OF CONTRACT:** The contract period will be from the date of award through one (1) year, with the opportunity for four (4) optional, consecutive one-year renewal terms.
13. **TERMINATION OF CONTRACT:** If the Contractor fails to provide quality goods or services in a professional manner and in accordance with applicable laws, regulations or bid provisions, solely as determined by the Town and, upon receipt of notice from the Town does not correct the deficiency within a reasonable period of time (not to exceed seven (7) calendar days unless otherwise agreed to by the Town), the Town reserves the right to terminate the contract by giving written notice to the Contractor. Upon termination the Town may procure the services from another contractor in accordance with the Default term within the General Terms and Conditions.
14. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Towns' satisfaction at the contractor's expense.



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: May 4, 2026

Item #3C

Agenda Item:

Special Use Permit to Allow a Short-Term Rental at 1521 N. Royal Avenue by Robert/ Melissa Mitchell

Summary:

The applicant intends to rent the house as a whole with six (6) bedrooms and no more than ten (10) occupants at a time. The home is the applicant's secondary residence. There is a permitted accessory structure on the property, but this application is not for the accessory structure.

Planning Commission recommended approval on April 15th with no conditions.

Budget/Funding:

N/A

Staff Recommendation:

Staff recommends approval with no conditions.

PLANNING COMMISSION REGULAR MEETING
AGENDA STATEMENT

Meeting Date: April 15, 2026

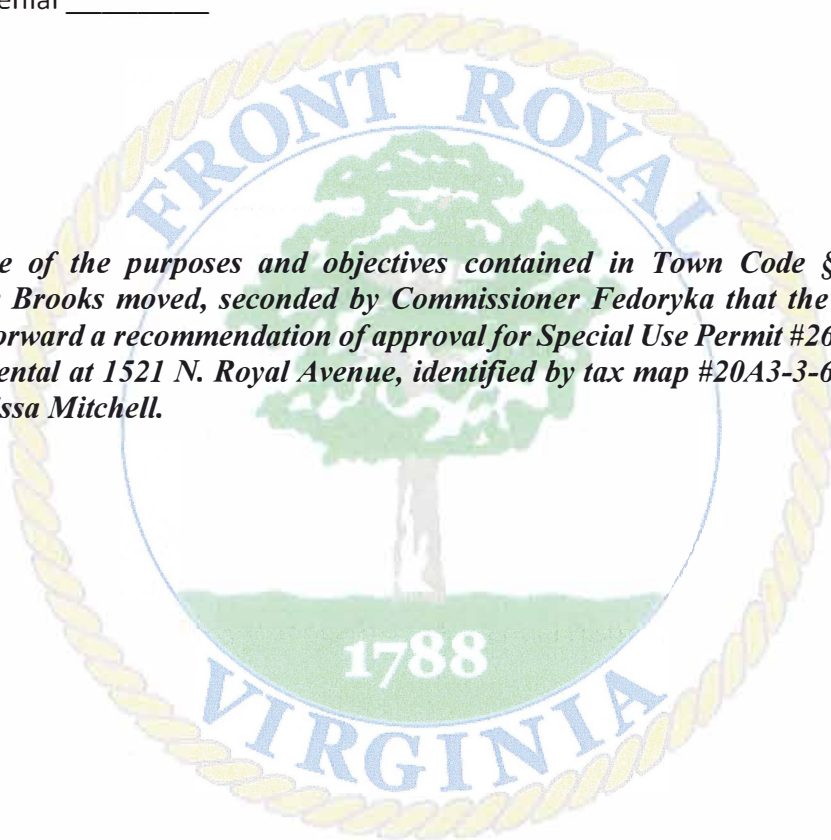
Public Hearing Item 1: 2600056 – A Special Use Permit Application to allow a Short-Term Rental, as defined in Town Code §175-3, submitted by Robert and Melissa Mitchell, and located at 1521 N. Royal Avenue, identified by Tax Map 20A3-3-66-21A. The property is zoned R-1, Residential District.

Recommendation of Approval ✓

Recommendation of Denial _____

Postponed _____

In furtherance of the purposes and objectives contained in Town Code §175-1(B), Commissioner Brooks moved, seconded by Commissioner Fedoryka that the Planning Commission forward a recommendation of approval for Special Use Permit #2600056 for a short-term rental at 1521 N. Royal Avenue, identified by tax map #20A3-3-66-21A for Robert & Melissa Mitchell.



Moved Brooks Seconded Fedoryka

Marshner ✓ Marrazzo ✓ Neel ✓ Brooks ✓ Fedoryka ✓

CERTIFIED by the Planning Commission

La R. Neel

Chairman Neel

Town of Front Royal, Virginia

Planning Commission Monthly Meeting Agenda

☐ Consent Action ☐ Administrative Action ☒ Public Hearing ☐ Discussion

Agenda Item: Special Use Permit – Short-Term Rental #2600056

MEETING DATE: April 15, 2026

SUMMARY: A Special Use Permit application has been submitted for a Short-Term Rental located at 1521 N. Royal Avenue. The applicant intends to rent the house as a whole with six (6) bedrooms and no more than ten (10) occupants at a time. The home is the applicant's secondary residence.

Letters were sent to the adjoining property owners notifying them of this public hearing.

STAFF RECOMMENDATION: Staff completed an inspection on April 6, 2026 and found the interior in compliance with the Town Code. The driveway provides eight (8) off-street parking spaces meeting Town Code requirements.

Staff recommends approval with no additional conditions

DRAFT MOTION:

"In furtherance of the purposes and objectives contained in Town Code §175-1(B), I move that the Planning Commission forward a recommendation of approval for Special Use Permit #2600056 for a short-term rental at 1521 N. Royal Avenue, identified by tax map 20A3-3-66-21A for Robert & Melissa Mitchell."

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

"I move that the Planning Commission forward a recommendation of denial for Special Use Permit #2600056 for a short-term rental at 151 N. Royal Avenue, identified by tax map 20A3-3-66-21A for the following reasons: _____"

NOTE: These are only a draft motions. Alternative motions are also welcome.

PLANNING COMMISSION ACTION:

Moved _____ Seconded _____

Marshner _____ Marrazzo _____ Neel _____ Fedoryka _____ Brooks _____

☐ Approved ☐ Approved w/ Conditions ☐ Denied ☐ Other



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

**Planning Commission Regular Meeting
April 15, 2026**

APPLICATION #:

Special Use Permit Application #2600056

APPLICANT:

Robert M. and Melissa A. Mitchell

APPLICATION SUMMARY:

A Special Use Permit application has been submitted for a Short-Term Rental located at 1521 N. Royal Avenue. The applicant intends to rent the house as a whole, with six (6) bedrooms and no more than ten (10) occupants at a time.

Staff completed an inspection on April 6, 2026 and found the interior in compliance with the Town Code. The driveway provides eight (8) off-street parking spaces.

GENERAL INFORMATION:

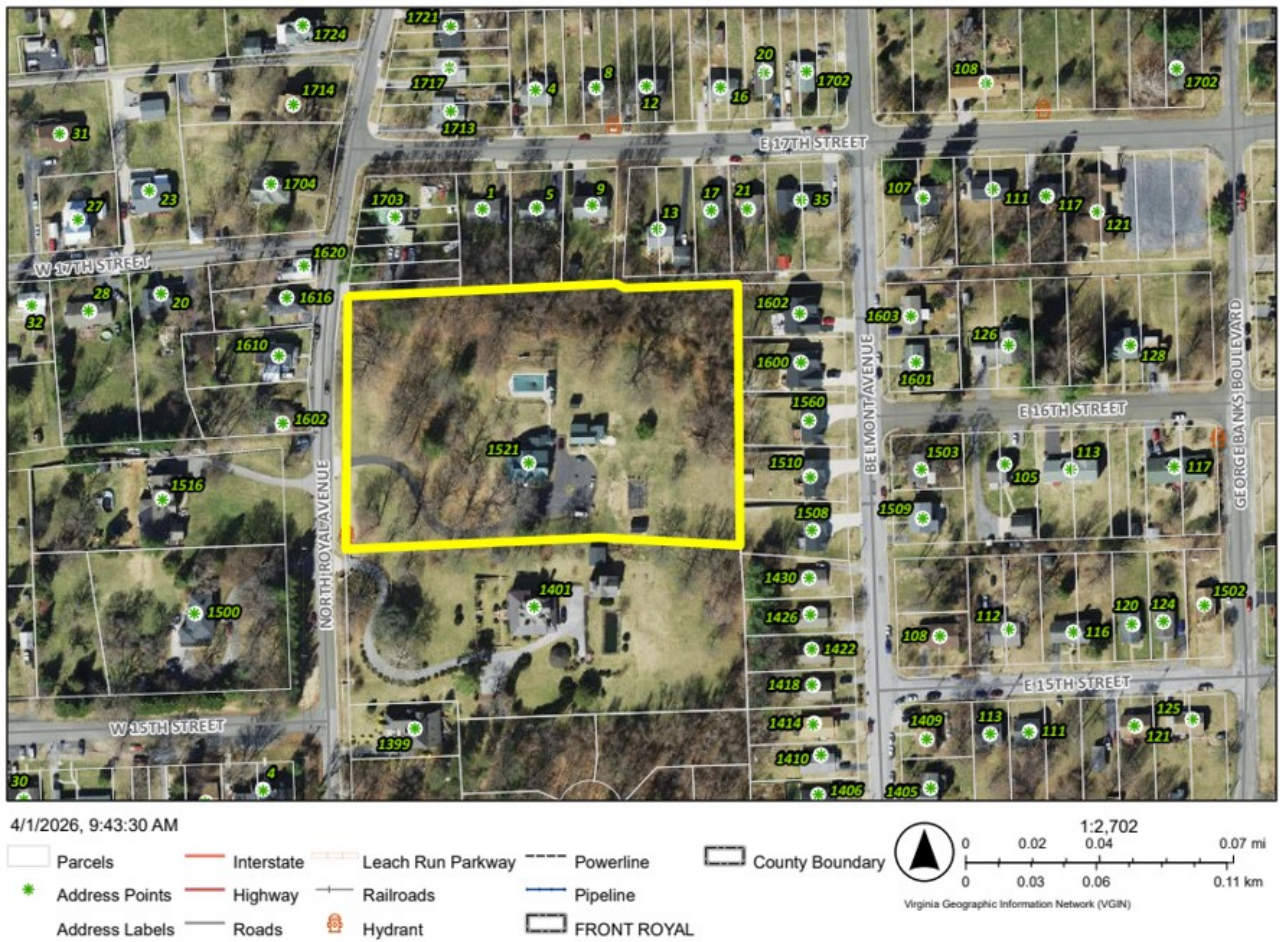
<i>Site Addresses</i>	1521 N. Royal Avenue
<i>Owner(s)</i>	Robert M. and Melissa A. Mitchell
<i>Zoning District</i>	R-1, Residential District
<i>Historic District</i>	No
<i>Tax Identification</i>	Tax Map #20A3-3-66-21A
<i>Request</i>	The Applicant is requesting to rent six (6) bedrooms and no more than ten (10) occupants at a time.

1521 N. Royal Avenue





Aerial Map (Warren County GIS)



STAFF RECOMMENDATION:

Staff recommends approval of this application with no conditions.

ATTACHMENTS: Application and supporting documents.

Town of Front Royal
Department of Planning and Zoning
102 East Main Street
PO Box 1560
Front Royal, VA 22630

Main: 540.635.4236
Fax: 540.631.2727
planning@frontroyalva.com

Permit #: 2600056
Fee Amount: \$1200.00 Check # 2234
Date Paid: 2-17-26
Date Received: 2-17-26

SPECIAL USE PERMIT REQUEST FOR SHORT TERM RENTAL

APPLICANT:

NAME: ROBERT + MELISSA MITCHELL PHONE: 704-267-3507
ADDRESS 12373 SAN JOSE DR.; RESTON, VA 20191
E-MAIL _____

PROPERTY OWNER:

NAME: SAME PHONE: _____
ADDRESS _____
E-MAIL _____

PROPERTY DESCRIPTION:

PROPERTY ADDRESS 1521 N. ROYAL AVE.
TAX MAP 20A3 SECTION 3 BLOCK 66 LOT 21A
SUBDIVISION NAME _____
ZONING DISTRICT R-1 ACREAGE 4.3
SPECIFIC SPECIAL USE PERMIT REQUEST _____

☒ Whole house rental

☐ Partial rental, # of rooms rented _____

☐ Primary Residence

☒ Secondary Residence

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

☒ Survey plat or sketch to scale of property showing all **existing** improvements, parking and refuse area and property boundaries.

☒ Provide a map of area attractions

☒ Provide proof that notification to operate was sent to the HOA, if applicable.

☒ Complete management plan.

☒ Written consent given to the Town to inspect for compliance.

☒ Emergency dwelling evacuation diagram (posted in each bedroom)

☒ Application fee of \$1200.00

RECEIVED
FEB 17 2026
TOWN OF FRONT ROYAL
PLANNING & ZONING DEPARTMENT

IN CASE OF AN EMERGENCY

If there is an emergency, or there are questions in regard to the property, please contact (owner) ROBERT MITCHELL
at (phone number) 704-267-3507 or (property manager) MELISSA MITCHELL
at (phone number) 704-645-7115.

If the emergency requires immediate assistance, please call the following or 911.

Front Royal Police Department: 540-635-2111 or 911, 900 Monroe Ave, Front Royal, VA 22630

Front Royal Fire Department: 540-635-2540 or 911, 221 N Commerce Ave, Front Royal, VA 22630

****If no answer please call the Warren County Sheriff's Department:** 540-635-4128 or 911

Front Royal Fire & Rescue: 540-635-3830 or 911, 200 Skyline Vista Drive, Front Royal, VA 22630

Warren Memorial Hospital: 540-636-0300 or 911, 351 Valley Health Way, Front Royal, VA 22630

Electrical Outage: 540-635-3027, 1101 Manassas Avenue, Front Royal, VA 22630. Outages may be reported online at <https://www.frontroyalva.com/FormCenter/Energy-Services-6/Report-Electric-Problem-46>.

Emergency/afterhours 540-635-2111

OCCUPANCY

The Special Use Permit limits the occupancy for this short-term rental at 10 People and 6 Bedrooms.

NOISE

It shall be a violation of Chapter 106 of the Front Royal Town Code for any person, without compelling reason, to make noise that by reason of its volume, pitch, duration, or repetition, considering the time of day, is likely to disturb the rest of any person of ordinary sensibilities or interfere with such person's lawful and peaceful enjoyment of property owned or rented by him.

PARKING

Minimum available parking is 8 vehicle(s) in the driveway.

TRASH AND RECYCLING

All trash and recycling shall be placed in containers provided by the owner.

- Trash receptacles are located (Clarify location of trash bags and receptacles)

BESIDE THE REAR PORCH, OFF OF THE KITCHEN

- Trash is collected (State the day of the week trash is picked up by the Town and where the container is to be placed on trash day)

Monday

CHECK-IN & CHECK-OUT

Provide details

check in is 4pm
checkout is 11am
guests will use door code

WIFI/PHONE/ETC

Provide details for special amenities if available

WIFI provided
password will be provided upon reservation

SPECIFIC PROPERTY DETAILS

Provide details regarding acreage, landscape, property boundaries (no trespassing notice), unique characteristic, warnings, kitchen use, house amenities, HVAC, etc.

Property boundaries are marked by woods at the left and the edge of the driveway on right. 4.3 acres includes an ADU/cottage which serves as the owner's second home. Please do not disturb.

AREA ATTRACTIONS

Provide a map of area attractions

- Attractions: i.e., Shenandoah National Park, Shenandoah River State Park, Skyline Caverns, Golf Courses, Canoe Companies
- Groceries & Convenience: i.e., Walmart, Target, Martins, CVS
- Restaurants
- Wineries & Breweries

SPECIFIC PROPERTY REGULATIONS

May be dictated by approved conditions or owner preference, examples below

- No shooting of firearms
- No outdoor fire burning
- No fireworks

See the house manual in the booking agreement

- K. The owners of the rental shall provide an emergency evacuation plan for the dwelling and the neighborhood.
- L. A copy of Chapter 106 of the Town of Front Royal Code relative to noise must be provided at the short-term dwelling.
- M. All outdoor burning shall be in compliance with Chapter 78 of the Town of Front Royal Code.
- N. Failure to comply with the approved conditions and/or supplemental regulations will subject the permit to revocation by the Zoning Administrator at any time.

Property Owner's Signature: Robert M Mitchell

CERTIFICATION:

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

Signature Robert M Mitchell Date 2/11/26

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

As per Town Code Chapter 175-3 “Definitions”

Short-term rental- means the provision of a room or space that is suitable for, intended for occupancy for dwelling, sleeping, or lodging purposes, for a period of fewer than 30 consecutive days, in exchange for a charge for the occupancy. Any residential use that falls within the definition of short-term rental as defined in § 15.2-983, as amended, of Virginia State Code.

Short-term rental facility – A building or accessory structure, other than a hotel, motel, or bed-and-breakfast home, where lodging is provided for compensation on a short-term basis, and open to the public or transient guests. The maximum number of occupants shall not exceed ten (10) unless determined appropriate by Town Council.

Short-term rentals shall be permitted in all Zoning Districts by Special Use Permit and shall at a minimum meet the following requirements:

- A. The short-term rental owner of a dwelling unit to be used for a short-term rental shall apply for a Special Use Permit through the Department of Planning and Zoning and receive approval from Town Council prior to utilizing the dwelling unit as a short-term rental. Town Council may impose conditions necessary to mitigate adverse effects of the use on neighboring properties.
- B. The one-time application fee shall be \$1200.00.
- C. Staff will conduct an inspection prior to the issuance of the Special Use Permit approval. Additional inspections will be conducted on a complaint basis to ensure compliance with the performance standards listed in this section, along with any additional conditions imposed by Town Council, if applicable.
- D. The maximum number of occupants in the dwelling unit shall be determined by the number of bedrooms; there shall be no more than two (2) adults per bedroom. However, the maximum number of occupants shall not exceed 10 people unless approved by Council.
- E. Parking for the use shall be located in driveways or other designated and approved parking areas.
- F. There shall be no visible evidence of the conduct of such short-term rentals on the outside appearance of the property.
- G. A fire extinguisher shall be provided and visible in all kitchen and cooking areas; smoke detectors shall be installed in all locations as identified in the current Uniform Statewide Building Code; and a carbon monoxide detector must be installed on each floor in every dwelling.
- H. The owner of the dwelling used for short-term rentals shall give the Town written consent to inspect any dwelling used for short-term rental to ascertain compliance with all the above performance standards upon a twenty-four-hour notice.
- I. A property management plan demonstrating how the short-term rental will be managed and how the impact on neighboring properties will be minimized shall be submitted for review and approval as part of the permitting process to the Planning Department. The plan shall include local points of contact available to respond immediately to complaints, clean up garbage, manage unruly tenants and utility issues, etc. It shall also be posted in a visible location in the short-term rental. The contact numbers shall be provided to Town staff, public safety officials and, if applicable, the HOA of the subdivision. The plan must be provided as part of the rental contract.
- J. If the property is located within a subdivision governed by a homeowners’ association, the Planning Department must receive proof that a notification to operate the short-term rental was sent to the HOA.

SKYLINE CABINS
Property Management Plan/Guest Agreement for
“Edge Hill” (1521 N. Royal Ave.; Front Royal, VA)

Welcome to the House Manual and guest agreement for Edge Hill, a property managed by **Skyline Cabins**. We offer properties throughout the Shenandoah Valley accommodating two to ten guests. For additional information, please visit:
www.skylinecabins.net

CONTACT / EMERGENCIES

Most booking platforms require guest communication to occur through their messaging systems. Please use the platform messenger for non-urgent matters.

- **In case of emergency, dial 911.**
- Front Royal Police Department: 540-635-2111
- Front Royal Fire Department: 540-635-2540
- Front Royal Fire & Rescue: 540-635-3830
- Warren Memorial Hospital: 540-636-0300
- Electrical Outage: 540-635-3027, Emergency/After Hours: 540-635-2111

- **Owner Contact:**
Robert & Melissa Mitchell (Owners)
571-441-1713
- **If the owners cannot be reached or a faster response is required:**
Chris Morrison
540-252-9282

PARKING

- Because the owners use the cottage as a second home, **no more than six (6) vehicles** are permitted without prior approval. At no time will more than eight (8) vehicles be permitted, including vehicles for the second home/cottage.
- Street parking is prohibited at all times, and vehicles are subject to towing if they are left on the street or blocking access to the parking area on the property.

WIFI ACCESS

Network: Skyline Cabins

Password: Shenandoah! (case sensitive)

If Wi-Fi goes down, unplug the router for 30 seconds and reconnect. This resolves most issues.

ARRIVAL / DEPARTURE

- **Check-In:** 4:00 PM
Instructions + door code sent 2–4 days prior.
- **Check-Out:** 11:00 AM

Please complete the following prior to departure:

- Remove all trash → outdoor receptacles (no trash on the ground)
- Load dishes & start dishwasher
- Strip used beds
- Leave towels in tubs/showers
- Return furniture to original placement

NO SMOKING

- Smoking is strictly prohibited indoors.
- Violation Fee: \$500
- Dispose of cigarette butts if smoking outside.

TRASH & RECYCLING POLICY

- All trash must be:
 - Bagged and tied
 - Placed in roll-out container
 - Lid fully closed
 - No exterior overflow permitted.
- Prohibited: fuel, paint, batteries, ashes, debris.
- Recycling Accepted:
 - Plastics #1, #2, #5
 - Rinsed cans
 - Paper
 - Cardboard
- Recycling Not Accepted: glass, Styrofoam, plastic bags, food waste.

Guests must place trash in outdoor receptacles by 6:00 PM on service day. The property caretakers will move the trash can to the street after 7:00 PM the night before collection and return the receptacles to the house the next day. At no time should trash be placed on the ground or in containers without lids.

HOUSE RULES

OUTDOOR QUIET HOURS: 9:00 PM – 9:00 AM

- Immediate neighbors may contact owners or authorities if disturbances occur. Verified complaints may result in termination without refund.
- **Front Royal's Town Code Chapter 106 states:**

“It shall be unlawful for any person to make, continue, or cause to be made or continued any loud, disturbing, and unnecessary noise within the Town of Front Royal which disturbs the peace, quiet, and comfort of any reasonable person of normal sensitivities or which injures or endangers the health, safety, or welfare of others.”
- **Violations May Include:**
 - Amplified outdoor music
 - Loud parties/gatherings

- Yelling or disorderly conduct
- Vehicle noise/revving
- Nighttime outdoor activity

COMPLAINT RESPONSE POLICY

If a disturbance is reported:

1. One warning may be issued (when feasible).
2. Continued violations may result in:
 - Immediate eviction
 - No refund
 - Fines/damage claims
 - Law enforcement involvement

Severe disturbances may result in immediate removal without warning.

OCCUPANCY/PARTIES / EVENTS

Parties and events are strictly prohibited.

No gatherings exceeding booked occupancy of **10 guests**.

SHORT-TERM RENTAL (STR) COMPLIANCE

- This property operates as a permitted short-term rental under applicable Warren County/Town of Front Royal regulations.
- By staying at the property, guests agree to comply with:
 - Occupancy limits
 - Parking rules
 - Trash handling
 - Fire safety laws
 - Noise ordinances
 - Nuisance regulations
- Violations of house rules or conditions of the STR permit may result in:
 - Immediate termination
 - Removal without refund
 - Financial liability for fines, citations, or permit penalties

FIRE SAFETY

The property is equipped with smoke detectors, carbon monoxide detectors, fire extinguishers, and code-compliant emergency egress. Tampering with or disabling safety equipment is prohibited and may result in immediate termination without refund.

PET POLICY

Sorry, but because of the historic nature of this property and the quality of furnishings and finishes, no pets are permitted under any circumstances.

HOLIDAY RESTRICTIONS

- No check-ins or check-outs on:

- Federal holidays
- Christmas Eve
- New Year's Eve
- Without prior approval.

POOL & SPA USE

1. No lifeguard on duty — swim and use the spa at your own risk.
2. Children must be supervised by an adult at all times.
3. Please shower before using the pool or spa.
4. Hours: 9:00 AM – 9:00 PM only.
5. No diving or jumping from structures, furniture, or pool/spa edges.
6. No running, rough play, or horseplay in pool or spa areas.
7. No intoxicated swimming or spa use.
8. No glass containers in or around the pool or spa.
9. No food, animals, or foreign substances in the pool or spa.
10. Do not use oils, bath products, soaps, or bubbles in the spa.
11. The pool fence and spa cover must remain secured when not in use.
12. Registered guests only — no outside visitors or parties.
13. Do not tamper with pool or spa equipment, temperature controls, or settings.
14. Spa temperatures are preset for safety — do not adjust.
15. Pregnant individuals or persons with medical conditions should consult a physician before spa use.
16. Limit spa use to 15 minutes at a time to prevent overheating.
17. Exit the pool or spa immediately during lightning or severe weather.

By staying at the property, guests accept all risks and agree to hold harmless the owners and all affiliated parties from any liability arising from the presence or use of the pool and spa.

SMART TV INSTRUCTIONS

Smart TVs are in the family room, master bedroom, and the bunk room. Guests must supply their own streaming services. If a television becomes disconnected from the network, use credentials posted by TV, not the guest Wi-Fi network. Please log out of streaming accounts before departure.

GRILL USE

- Electric grills provided.
- Guests must clean before/after use.
 - Wipe grease
 - Dishwasher-safe griddles
 - Use plastic scrapers only
 - No grill brushes
- Keep grill ≥18" from exterior walls.

FIRE PIT USE

Fire pit use must comply with **Front Royal Town Code Chapter 78** and Virginia burn laws.

- No open burning is permitted, only use of the provided firepit with a screen
- Firewood/approved logs only
- No trash, brush, debris
- Follow burn bans
- Fires supervised at all times
- No high-wind use
- Fully extinguish after use
- Do not move fire pit
- Must remain ≥25 ft. from structures
- Violations may result in:
 - Municipal fines
 - Fire response charges
 - Property damage liability
 - Revocation of fire pit privileges

Use constitutes agreement to these laws.

PUBLIC NUISANCE / DISORDERLY CONDUCT

Any conduct deemed a nuisance — including illegal activity, repeated complaints, or unsafe behavior — may result in:

- Immediate removal
- Forfeiture of charges
- Security claims
- Law enforcement referral

LINENS

- Extra bedding → closets/dressers
- Decorative shams not for use
- Extra towels → under sinks
- Non-white towels → hot tub
- Cleaning cloths → under sink

INVENTORY

Report missing/damaged items promptly.

NEST THERMOSTAT / HVAC

Rotate ring → adjust temperature

Press face → confirm selection

INCLEMENT WEATHER

Driveways plowed after ~2" snowfall.

AWD recommended for steep drives. Road clearing is managed by local crews.

FIREPLACES

Fireplaces are **inoperable**. Use is prohibited and will result in **immediate termination without refund**.

PROHIBITED ACTIVITIES

- Illegal activity of any kind is strictly prohibited and will result in immediate removal and law enforcement involvement.
- Guests may not discharge a firearm or use fireworks of any kind at the property.

ACKNOWLEDGMENT OF LOCAL LAW COMPLIANCE

By booking or occupying the property, guests acknowledge:

- Receipt of this House Manual
- Understanding of Front Royal ordinances
- Agreement to comply with STR regulations
- Financial responsibility for violations caused by themselves or invitees

Consent to Inspect

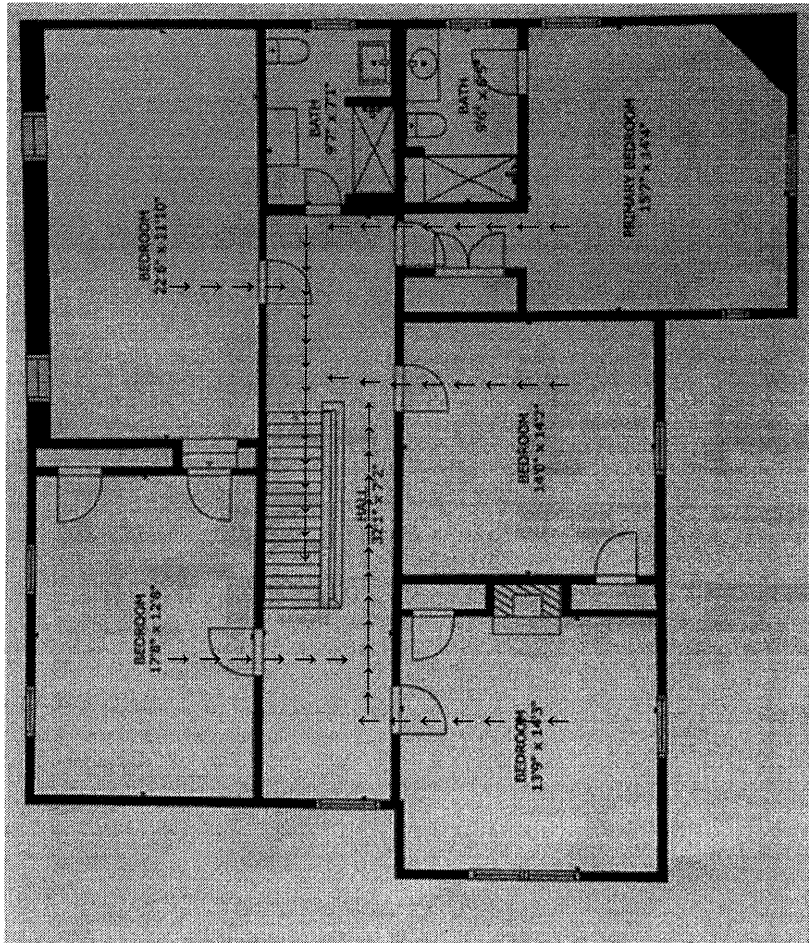
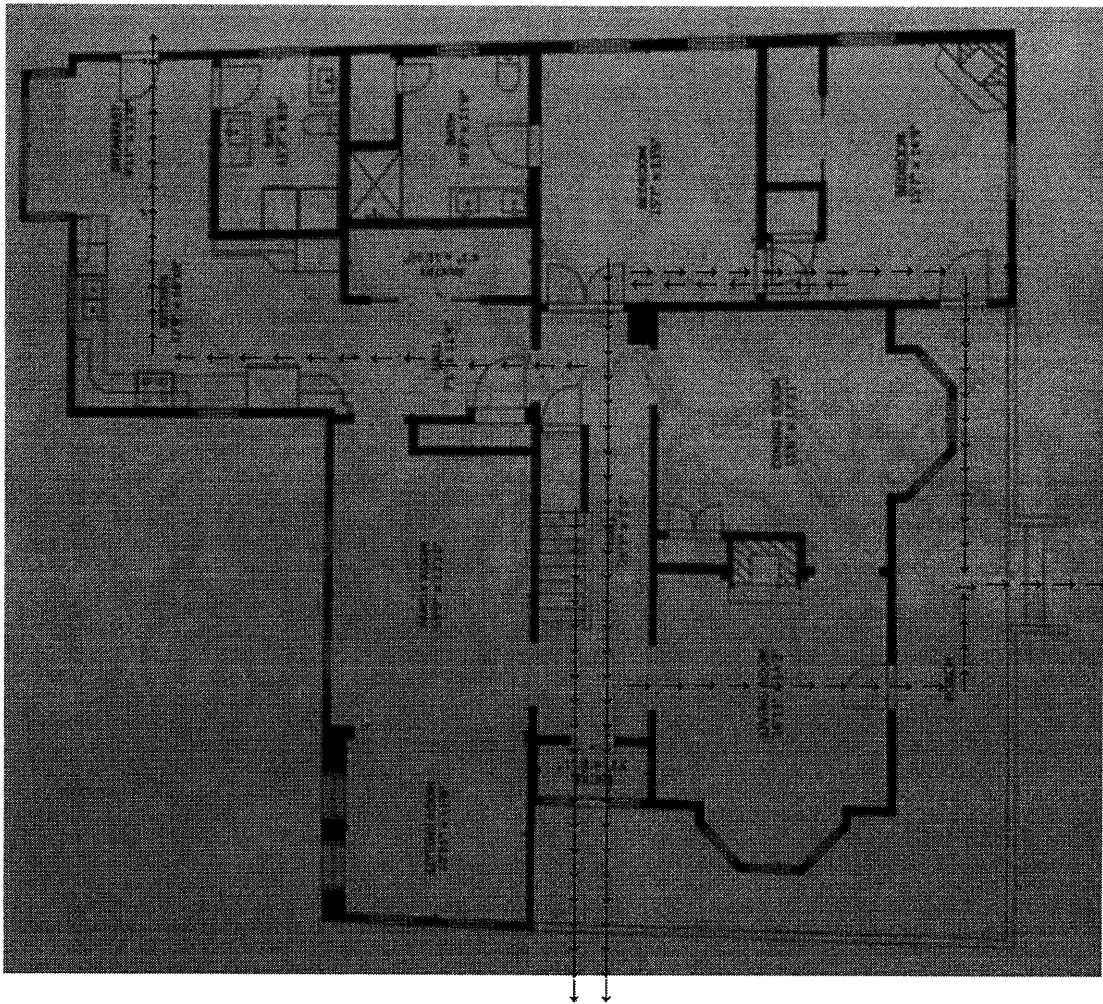
We, the owners of 1521 N. Royal Avenue; Front Royal, VA, do give staff of the Town of Front Royal permission to inspect our property for compliance of STR regulations.

M Mitchell 2/16/20
Melissa A Mitchell 2/16/2020

FIRE EVACUATION MAP

← FIRST FLOOR

↓ SECOND FLOOR

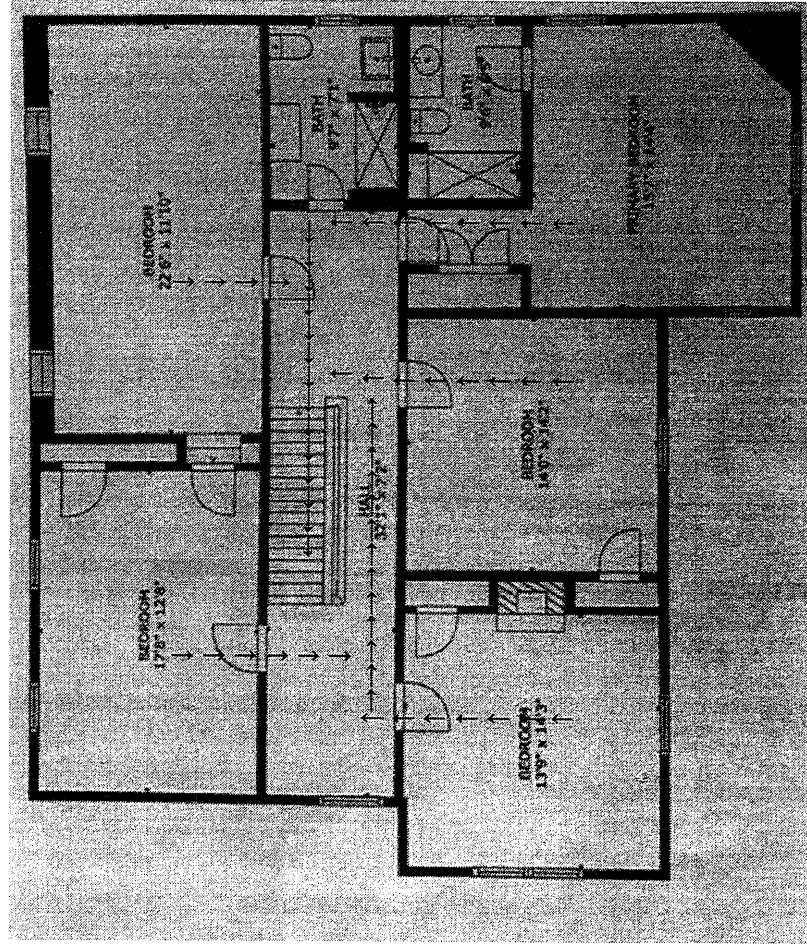


This is a detailed architectural floor plan of a building, possibly a school or a government office. The plan is oriented with a north arrow pointing towards the top right. The layout includes several large rooms and corridors. Key areas include:

- Top Left:** A large room labeled "AUDITORIUM" and a smaller room labeled "OFFICE".
- Top Center:** A large room labeled "CLASSROOM" and a smaller room labeled "OFFICE".
- Top Right:** A large room labeled "CLASSROOM" and a smaller room labeled "OFFICE".
- Center:** A large central hall or corridor, a "STAIRS" area, and a "RESTROOM".
- Bottom Left:** A large room labeled "CLASSROOM" and a smaller room labeled "OFFICE".
- Bottom Center:** A large room labeled "CLASSROOM" and a smaller room labeled "OFFICE".
- Bottom Right:** A large room labeled "CLASSROOM" and a smaller room labeled "OFFICE".

The drawing is a black and white line drawing with some shading to indicate depth and structure. It shows the layout of the building, including walls, doors, and furniture.

↑ **SECOND FLOOR**



MEMO

#2600056

To: Front Royal Planning and Zoning Commission

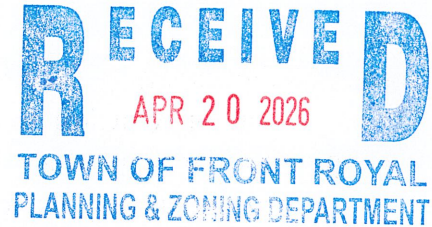
From: Linda McCarthy

Kristen Sanders

Date: April 6, 2026

Subject: Special Use Permit Application Allowing a Short-Term Rental

at 1521 N. Royal Ave., Front Royal, VA (Tax Map 20A3-3-66-21A)



We received the customary written notice in the mail regarding use of the above referenced property, also known as "Edge Hill," as a short-term rental distention. Looking east and beyond the woodline, our house and backyard abut the "Edge Hill" acreage.

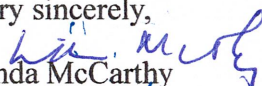
Having enjoyed several years of relative peace and quiet, we were a little concerned that the property, with its impressive yard and inground pool, would become a magnet for noisy partygoers and assorted mischief-makers. Such has been the unforgivable fate of many short-erm rental attractions.

However, after a warm and engaging telephone conversation with Mr. Robert Mitchell, one of the new owners of "Edge Hill," our fears have been allayed. Mr. Mitchell addressed our concerns, even inviting us to visit the house at some point. He also spoke of his respect for the historic nature of the tract, citing its importance to the Battle of Front Royal. As for the handsome mansion, the Mitchells are determined to see that the renovated 19th-century structure is thoroughly and thoughtfully maintained.

With expressed intentions and assurances such as these, we happily welcome the Mitchells to the "Edge Hill" neighborhood and support their application for a short-term rental special use permit.

Our only regret is that we cannot offer this response in person. However, we respectfully ask that it be read at the April 15 public hearing and included in the proceedings' formal record.

Very sincerely,


Linda McCarthy


Kristen Sanders

1560 Belmont Avenue

Front Royal, VA 22630



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: May 4, 2026

Item#3D

Agenda Item:

Zoning Text Amendment-Firearms Retail

Summary:

An application for a Zoning Text Amendment to define Firearms Retail Establishment and Firearms Manufacturing in Town Code §175-3 and amend Town Code §175-39.A to permit Firearms Retail Establishments by-right in the C-1 Community Business District and to amend Town Code §175.39.B to permit Firearms Manufacturing by Special Use Permit.

The context of this text amendment is whether the assembly of guns which by Town Code classifies as an industrial use, is appropriate in the commercial zone. The primary use of the property is for retail sales of firearms. The FFL 07 credentials from the ATF permits the applicant to assemble and repair the guns at the location but Town Code does not at this time.

The amendment would require a SUP if the assembly use overtakes the retail uses.

Planning Commission recommended approval on April 15th with no conditions.

Budget/Funding:

N/A

Staff Recommendation:

Staff recommends approval with no conditions.

PLANNING COMMISSION REGULAR MEETING
AGENDA STATEMENT

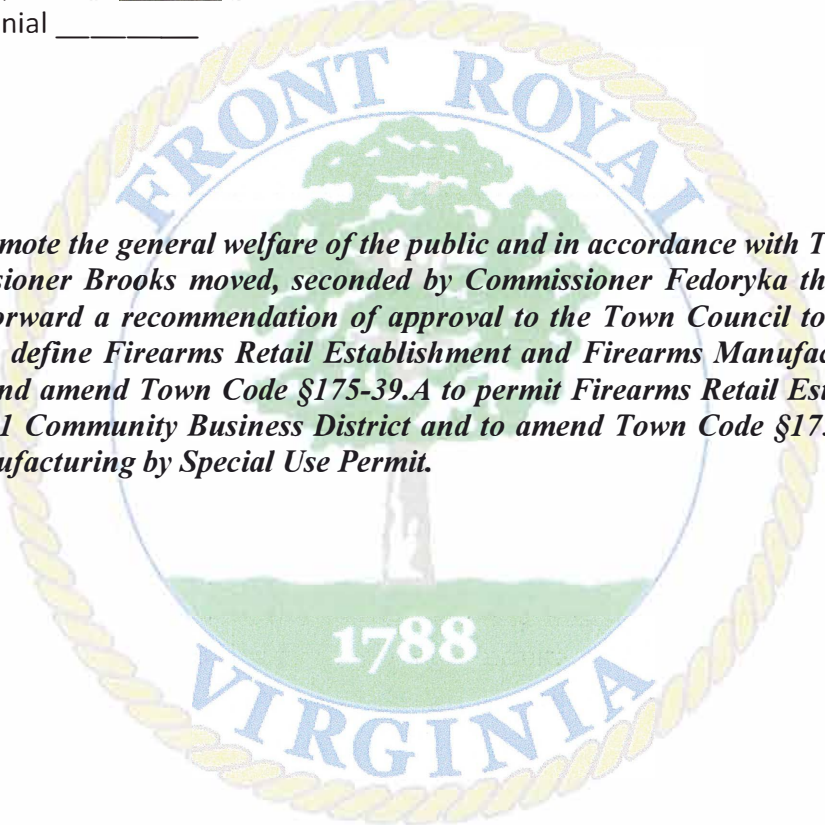
Meeting Date: April 15, 2026

Public Hearing Item 2: 2600105 – An application for a Zoning Text Amendment to define Firearms Retail Establishment and Firearms Manufacturing in Town Code §175-3 and amend Town Code §175-39.A to permit Firearms Retail Establishments by-right in the C-1 Community Business District and to amend Town Code §175.39.B to permit Firearms Manufacturing by Special Use Permit.

Recommendation of Approval ✓

Recommendation of Denial _____

Postponed _____

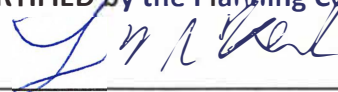


In order to promote the general welfare of the public and in accordance with Town Code §175-1(B), Commissioner Brooks moved, seconded by Commissioner Fedoryka that the Planning Commission forward a recommendation of approval to the Town Council to approve a Text Amendment to define Firearms Retail Establishment and Firearms Manufacturing in Town Code §175-3 and amend Town Code §175-39.A to permit Firearms Retail Establishments by-right in the C-1 Community Business District and to amend Town Code §175.39.B to permit Firearms Manufacturing by Special Use Permit.

Moved Brooks Seconded Fedoryka

Marshner ✓ Marrazzo ✓ Neel ✓ Brooks ✓ Fedoryka ✓

CERTIFIED by the Planning Commission



Chairman Neel

Town of Front Royal, Virginia

Planning Commission Regular Meeting Agenda

☐ Consent Action ☐ Administrative Action ☒ Public Hearing ☐ Discussion

Agenda Item: Zoning Text Amendment #2600105

MEETING DATE: April 15, 2026

SUMMARY: An application for a Zoning Text Amendment to define Firearms Retail Establishment and Firearms Manufacturing in Town Code §175-3 and amend Town Code §175-39.A to permit Firearms Retail Establishments by-right in the C-1 Community Business District and to amend Town Code §175.39.B to permit Firearms Manufacturing by Special Use Permit.

STAFF RECOMMENDATION: Staff recommends approval.

DRAFT MOTION: “In order to promote the general welfare of the public and in accordance with Town Code §175-1(B), I move that the Planning Commission forward a recommendation of approval to the Town Council to approve a text amendment to define Firearms Retail Establishment and Firearms Manufacturing in Town Code §175-3 and amend Town Code §175-39.A to permit Firearms Retail Establishments by-right in the C-1 Community Business District and to amend Town Code §175.39.B to permit Firearms Manufacturing by Special Use Permit.”

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

“I move that the Planning Commission forward a recommendation of denial to the Town Council for Zoning Text Amendment #2600105 for the following reason(s)_____: ”

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

PLANNING COMMISSION ACTION:

Moved _____ Seconded _____

Marshner _____ Marrazzo _____ Neel _____ Brooks _____ Fedoryka _____

☐ Approved ☐ Approved w/ Conditions ☐ Denied ☐ Other

Staff Report: Zoning Text Amendment 2600105

Background Information	Retail firearms sales are permitted within the commercial district, but the assembly of firearms is not. Currently, the Towns code does not describe a key portion of the firearms sales business activities, i.e, gunsmithing which then relegates any assembly of firearms for sale to the industrial areas. At a certain level of assembly, an industrial designation would be appropriate. However, for a small shop owner, that can be burdensome. This text amendment will sufficiently define the retail sales and assembly of firearms and distinguish between when it can be by-right vs. a Special Use Permit.
Code Sections Amended	§175-3 Definitions; and §175-39.A and §175.39.B.

Town of Front Royal
Department of Planning and Zoning
102 East Main Street
PO Box 1560
Front Royal, VA 22630

Main: 540-635-4236
Fax: 540-631-2727
planning@frontroyalva.com

Permit: # 2600105
Fee Amt: \$650.00
Date Paid: 3/9/26
Date Received: 3/9/26

ORDINANCE / TEXT AMENDMENT APPLICATION

APPLICANT:

NAME: David Cressell PHONE: 540-305-9845
ADDRESS 275 Gary Ln Front Royal, VA 22630
E-MAIL _____

TYPE OF REQUEST – Please mark type of request and complete information.

☒ **ZONING ORDINANCE TEXT AMENDMENT (Town Code Chapter 175)**

Code Section: 175-3 + 175-39

Description of amendments: Establishing Firearms Retail as any business engaged in the sale, manufacturing for sale or repair of firearms (guns/shotguns) where the assembly of firearms accounts for less than 35% of the retail sold inside of the commercial code instead of industrial. Also making Firearms Manufacturing and large scale assembly or making firearms for whole sale or distribution

☐ **LAND SUBDIVISION TEXT AMENDMENT (Town Code Chapter 148)**

Code Section: _____

Description of amendments: _____

REQUIRED MATERIALS LIST

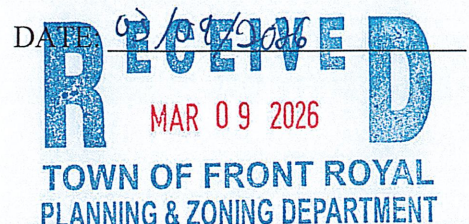
- ☒ One (1) copy of application (this form completed).
☒ Letter explaining request and public purpose necessitating the amendment.
☒ Application Fee – Check # _____ Cash _____ Card ✓
☒ Copy of text amendment.

All public hearing materials must be submitted at one time by 4:30 PM on the deadline date for the next regular meeting in order to be placed on the agenda. **Only complete applications, which include all the above materials, will be accepted.**

I/we hereby certify that I/we own property within the Town of Front Royal and that the above information is complete and correct.

SIGNATURE: David Cressell
Applicant

June 11, 2025



**AN ORDINANCE TO DEFINE FIREARMS RETAIL ESTABLISHMENT AND FIREARMS
MANUFACTURING IN TOWN CODE §175-3 AND AMEND TOWN CODE §175-39.A
TO PERMIT FIREARMS RETAIL ESTABLISHMENTS BY-RIGHT IN THE C-1
COMMUNITY BUSINESS DISTRICT AND TO AMEND TOWN CODE §175.39.B TO
PERMIT FIREARMS MANUFACTURING BY SPECIAL USE PERMIT.**

175-3 DEFINITIONS

Firearms Retail Establishment: any business engaged in the sale, manufacture for sale, or repair of firearms and where the assembly of firearms accounts for less than 35% of the retail area.

Firearms Manufacturing: The commercial production, fabrication, assembly, or processing of firearms, including frames, receivers, and component parts, for sale, transfer, or distribution. This use does not include minor gunsmithing, repair, or customization conducted as an accessory use to a retail establishment.

COMMUNITY BUSINESS DISTRICT (C-1)

175-38 STATEMENT OF INTENT (C-1)

The Community Business C-I District is intended to accommodate general business areas, highway-oriented commercial uses, and selected retailing operations. The Community Business C-I District recognizes the demand for a variety of land uses near or adjacent to the major traffic arteries in Town.

175-39 USE REGULATIONS (C-1)

- A. Subject to the standards and requirements set forth in this Chapter, except as prohibited or restricted by separate restrictions of record that may pertain to property within the C-1 District, the following uses of land and buildings are permitted by-right in the C-1 District:

RESIDENTIAL:

Up to three (3) dwelling units of any type, but not on the ground floor.

Caretaker quarters.

COMMERCIAL:

Appliance stores and repair services.

Assembly Halls.

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

Automobile service stations, in accordance with Section 175-110.

Bakeries, when products are sold as retail on the premises.

Banks, branch banks, and financial institutions.

Barber and beauty shops.

Car washing.

Catering Services.

Contractor's offices, display rooms and storage.

Commuter parking facilities.

Department Stores.

Drugstores.

Firearms Retail.

Florist shops/floral designers.

Funeral homes.

Furniture stores.

Grocery stores.

Hardware stores.

Laundries, Laundromats and dry cleaners.

Lumber and building supply, with storage under cover.

Machinery sales and service.

Motels, hotels, and tourist homes.

Newspaper and other printing establishments.

Personal Services.

Retail Stores, as defined in Section 175-39.C.

Pharmaceutical Center.

Professional and Business Offices.

Radio and television broadcasting stations, studios or offices.

Recreational Facility, Commercial.

Restaurants, including drive-in restaurants.

Special childcare services.

Technology business, as defined in Section 175-3, provided that such use does not involve broadcast or communications towers or manufacturing operations.

Theatres, Indoor.

Tobacco, smoke or vape shop in accordance with provisions of Section 175-152.

Veterinary hospitals.

Wearing-apparel stores.

INDUSTRIAL:

ORGANIZATIONAL:

Art galleries and museums.

Churches.

Public libraries.

MISCELLANEOUS:

Accessory uses, structures and buildings.

Home occupations.

Open Space.

Public facilities.

Public parks and playgrounds.

Public utilities.

Signs, as set forth in Section 175-106.

Special childcare services.

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

- B. The following uses are permitted within the C-1 District only by approval of a special use permit, except as prohibited or restricted by separate restrictions of record that may pertain to property within the C-1 District:

RESIDENTIAL:

Apartments or dwelling units, with four (4) or more units or where located on the ground floor, subject to the provisions of Section 175-113.

COMMERCIAL:

Automobile garages, excluding where repairs work is only an accessory use, subject to the requirements of Section 175-110.3 where motor vehicle painting or body work services are provided.

Automobile Parking Lots, commercial.

Bed and Breakfasts, as set forth in Section 107.3.

Day Care Facilities and schools, subject to the provisions of Section 175-107.1.F, and any necessary improvements or changes to address the considerations of that section.

Farmers' markets, and flea markets, in accordance with Section 175-44.F.

Kennels.

Shopping centers as set forth in Section 175-111.

Tobacco, smoke or vape shop.

INDUSTRIAL:

Distribution facilities, subject to the standards and criteria for industrial uses provided in Section 175-70.

Firearms Manufacturing.

Wholesale establishments with storage and processing, subject to the standards and criteria for industrial uses provided in Section 175-70.

ORGANIZATIONAL:

Schools.

MISCELLANEOUS:

Any use permitted under Section 175-39, or specifically listed above under this subsection, that proposes to occupy a building or structure that exceeds the height requirements of Section 175-41, subject to the requirements of Section 175-136. Additional heights approved by a special use permit shall be required to increase the required setback and yard area requirements by an equivalent distance from each property line.

Conservation areas.

Communication towers, in accordance with Section 175-110.4.

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

Boarding Houses, Clubs and Lodging Houses.

Mini-warehouses, subject to the standards of Section 107-44.G.

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

Parking Structures.

Structures with a height between forty-five (45) feet and seventy (70) feet, and any residential structure not in conformance with the height limitation of Section 175-41.

Structures with a gross floor area of fifty thousand (50,000) square feet or more.

Townhouse-style commercial development, where the intent is to divide the property into individual lots.

- C. For the purpose of this section, "retail stores" are defined as buildings for the display and sale of merchandise at retail or for the rendering of personal services, but specifically exclusive of coal, wood and oil and lumberyards, accessory uses, adult bookstores (stores engaged in the sale of magazines and other publications of sexually-oriented nature), massage parlors and stores engaged in the sale of sexual aids, devices and merchandise.

(Ord. of 7-25-05; Ord. of 7-28-08; Ord. of 6-22-15; Ord. of 2-24-25(2))

175-40 AREA REGULATIONS (C-1)

A. *Minimum Lot Size:*

1. Residential uses with four (4) or more units = six thousand (6,000) s.f. first unit; one thousand five hundred (1,500) s.f. each additional unit.
2. All other uses: Seven thousand five hundred (7,500) s.f.

- B. *Minimum Unit Size:* The minimum average unit size (floor area) per dwelling unit, where fewer than four (4) units are provided shall be three hundred (300) square feet. No dwelling unit shall have less than two hundred fifty (250) square feet of living area. This living area shall not include bathroom, closet and storage space.

- C. *Minimum District Size:* Five (5) acres.

D. *Minimum Lot Width:*

1. Interior Lot: Seventy-five (75) feet.
2. Corner Lot: Ninety (90) feet.

175-41 MAXIMUM HEIGHT OF BUILDINGS (C-1)

- A. *Residential Buildings:* Thirty-five (35) feet, except as otherwise provided in this section.

- B. *Other Principal Buildings:* Forty-five (45) feet except as provided in Section 175-39.B.

- C. *Residential structures* may have a maximum overall height of forty-five (45) feet, provided that the slope of the roof exceeds thirty-five (35) percent and the required yards are increased by one (1) foot for each foot in height over thirty-five (35) feet.

- D. *Exemptions from height requirements:*

1. Church spires.
 2. Belfries.
 3. Cupolas.
 4. Municipal water towers.
 5. Chimneys.
 6. Flues.
 7. Flagpoles.
 8. Television antennas.
 9. Radio aerials.
 10. Parapet walls up to four (4) feet above the height of the building on which the wall rests.
- E. *Accessory buildings and structures:* Thirty-five (35) feet; however, in no case, shall the height of an accessory structure exceed the height of the principal structure.
- (Ord. of 6-22-15)

175-42 MINIMUM SETBACK AND YARD DIMENSIONS (C-1)

- A. *Principal Structures*, when abutting properties are in a commercial or industrial district.
1. Front setback:
 - a. Where no parking is provided between the structure and the street: five (5) feet. Provided, however, that no drive aisle shall be located within five (5) feet of any structure having a setback less than fifteen (15) feet.
 - b. Where parking is provided between the structure and the street: fifty (50) feet.
 2. Side: Ten (10) feet on one (1) side only.
 3. Rear: Fifteen (15) feet.
 4. Corner side: Fifteen (15) feet.
- B. *Accessory Structures:*
1. Front setback: Twenty-five (25) feet, except that accessory structures shall not be located closer to the street than the principal structure.
 2. Side: Five (5) feet or fifty percent (50%) of building height, whichever is greater.
 3. Rear: Five (5) feet or fifty percent (50%) of building height, whichever is greater.
 4. Corner side: Twenty (20) feet, except that accessory structures shall not be located closer to the street than the principal structure.
- C. *Transitional yards*, when located adjoining a residential district.
1. Side yard: Fifteen (15) feet.
 2. Rear yard: Twenty (20) feet.
 3. No structures, storage, use or parking shall be located in a transitional yard.
 4. Transitional yards shall be landscaped in accordance with the provisions of Section 148-44.

- D. Where parking is provided in a perpendicular manner between the principal structure and the street a minimum parking setback of ten (10) feet and a minimum building setback of fifty (50) feet shall be provided. The parking setback shall be landscaped in accordance with Section 148-48(E)(2).
- E. The Town Council may waive the setback, yard and lot size requirements for townhouse style commercial project, approved by special permit, where such waiver is needed to produce a functional and desirable site layout; provided, however, that no adverse impact to adjoining property results from the waiver.

175-43 OPEN SPACE REGULATIONS (C-1)

- A. Maximum building coverage for apartment structures exceeding four (4) units: Fifty percent (50%).
- B. Maximum building coverage for all other structures: Seventy-five percent (75%).
- C. Maximum impervious surface coverage: Ninety percent (90%), including off-street parking.

175-44 PERFORMANCE STANDARDS (C-1)

- A. *Screening:*
 - 1. Except where otherwise specifically approved in the Town Code, permitted uses shall be conducted wholly within a completely enclosed building.
 - 2. Outdoor storage, outdoor display or outdoor sale of goods shall only be permitted when each of the following standards are met:
 - a. Outdoor storage, outdoor display, or outdoor sale of goods shall be used in direct association with the primary use or uses of the property.
 - b. Outdoor storage, outdoor display and/or outdoor sales shall be screened to obstruct view from any adjacent public street. A screen may consist of a building, solid masonry wall, uniformly painted solid board fence or landscaping. The height of the screening shall be six feet (6') unless an alternative height is approved by the Planning Commission during the review of a site plan.
 - 3. The following types of outdoor display and/or outdoor sales shall be exempt from the requirements of Section 175-44.A.2.b:
 - a. Motor vehicles.
 - b. Power operated machines designed for outdoor labor, such as farming, construction or lawn maintenance, as well as large equipment, products, and materials designed to be kept outdoors.
 - c. Plants and other landscaping products typically sold with plants.
 - d. Temporary or seasonal activities, such as but not limited to, peddlers, yard sales, and itinerant merchants that have obtained approval from the Town.
 - e. Pre-manufactured buildings.
 - f. Vending machines.
 - g. General products, goods, merchandise, and/or materials, provided that: (i) no more than two hundred (200) square feet of area is used, and (ii) outdoor display and/or sales are restricted from the evening and night hours from 8:00 p.m. to 5:00 a.m., except that general products, goods, merchandise, and/or materials may be kept outdoors if located under a roofed structure.
 - h. Flea markets, subject to any conditions issued with special use permit, performance standards of the underlying zoning district, and requirements of Section 98-46 of the Town Code.
 - 4. Commercial development shall be permanently screened from adjoining and contiguous residential district by a wall, fence, evergreen hedge, and/or other suitable enclosure with a minimum height of six

- (6) feet. Any area between such enclosure and the property line shall be landscaped to form a permanent screening area. The requirement for a screening area may be waived if equivalent screening is provided by existing parks, recreational areas, or by topographic or other natural conditions.
5. The provision of subsection A.4 above, shall not apply when the (architectural) front of any commercial building faces the street across from a residential district or when strict application of the requirement relative to screening can be demonstrated as not serving the purpose for which it is intended.
- B. *Lighting:* Lighting facilities shall be arranged in a manner that will protect the public roadway and neighboring properties from direct glare, intrusion or hazardous interference. Parking lot and building lighting shall be directed so that the lighting does not extend beyond the property boundary. Lighting facilities shall be required along private and public streets and within parking areas, installed at the developer's expense.
- C. *Miscellaneous:*
1. No flammable or explosive liquids, solids or gases shall be stored in bulk above ground; provided, however, that tanks or drums of fuel directly connecting to energy devices, heating devices or appliances located on the same lot as the tanks or drums of fuel are excluded from this provision.
 2. All fuel and raw materials stored outdoors shall be enclosed by a fence adequate to conceal the facilities from any adjacent properties or roadways.
 3. No materials or wastes shall be deposited upon a lot in such form or manner that it may be transferred off the lot by natural causes or forces.
 4. All refuse containers shall be adequately sized to handle the needs of the facility or development and all material or wastes which might cause fumes or dust, constitute a fire hazard,, or may be edible or otherwise attractive to rodents or insects shall be stored only in completely closed containers.
 5. All outdoor refuse storage areas shall be located in a paved area and hidden from general public view, either from within or outside the lot, by means of fences or walls, and landscape planting. A solid wood or masonry fence at least six (6) feet in height shall be provided on three (3) sides, with a solid opaque gate on the fourth side. Landscaping shall be incorporated to improve the visual appearance.
- D. *Landscaping:* All sites and parking areas shall be landscaped in accordance with the provisions of Sections 148-46, 148-47 and 148-48.
- E. *Automobile and Truck Sales Lots and Leasing Agencies:* Vehicle repair shall only be permitted as an accessory use to automobile and truck sales lots and leasing agencies, except where a special use permit is issued for automobile repair. All incidental repair of vehicles shall be conducted within a building enclosed on all sides.
- F. *Farmer's Markets and Flea Markets:* Where farmer's markets are permitted under the provisions of this Chapter, the following standards shall be required:
1. Adequate water and sanitary facilities shall be provided if found necessary based on the size, frequency and duration of the market.
 2. A minimum twenty-five-foot setback shall be maintained from all property lines, excluding structures and uses in existence prior to July 1, 2001.
 3. No adverse effect on adjoining properties, including, but not limited to, excessive or untimely noise or lighting, overflow parking, or visual problems potentially affecting property values or marketability, is found.
 4. All tables, facilities and structures shall be maintained in a well-kept and attractive manner.
 5. No manufactured buildings shall be permitted.
 6. Unless otherwise approved as part of a special use permit, all temporary structures or facilities shall be removed during the days that the market is not in operation.

7. Operation of a Flea Market shall be confined to Friday, Saturday, Sunday, and Holidays, unless other dates are specifically approved by the Town Council in conjunction with the Special Permit. The hours of operation shall be posted on the property.
 8. If a Flea Market or Farmers' Market elects to close during part of the year, or is required to close during part of the year by a condition of a special use permit, all tables and other temporary fixtures shall be removed within two (2) weeks of such closure. Such fixtures may be stored on the site, provided they are located within a completely enclosed building or otherwise screened from public view, in accordance with Section 175-44.A.
 9. All Flea Markets and Farmers' Markets shall be swept clean, hosed down and/or picked clean daily. No food products or debris shall be permitted to remain upon the site overnight. All food products sold at the market must be displayed under sanitary conditions and sold in compliance with all requirements of the Virginia Department of Health or Virginia Department of Agriculture and Consumer Services.
 10. Any expansion, including, but not limited to, new construction, an increase in the days of operation, or other significant changes to the use of the property, shall only be authorized with a special use permit.
 11. Landscaping shall be provided where feasible and desirable for purposes of improvement aesthetics, screening, shade and the natural environment.
 12. Fencing may be required for purposes of improvement aesthetics, screening or public safety.
 13. The sale of live animals is prohibited.
 14. The sale of new merchandise or serving of food, other than farm and domestic products, shall only be authorized if the vendor obtains an itinerant merchant or peddler license, in accordance with the Town Code regulations for such uses.
 15. Farmers' Markets and Flea Markets on public property shall be classified as a public event.
- G. *Mini-warehouses:* Where mini-warehouses are permitted, the following standards shall be required:
1. No exterior storage shall be permitted.
 2. No business activities other than rental of storage units and office use shall be conducted on the premises or within the building, except as specifically approved with the special permit approval. The servicing or repair of motor vehicles, trucks, mobile homes, boats, trailers, lawn mowers, or other similar equipment shall not be conducted on the premises. The operation of a mini-warehouse shall in no way be deemed to include a transfer and storage business where the use of vehicles is part of such business.
 3. When a mini-warehouse is built adjacent to or within one hundred (100) feet of a lot in a residential district without an intervening street, a solid wall or fence at least six (6) feet in height with a finished side facing the residential lot shall be erected between the mini-warehouse and the residential lot. However, the wall or fence shall not be required to extend into the front yard required on the lot on which it is located.
 4. The minimum landscaped open space for a mini-warehouse building shall not be less than .20 times the gross acreage of the lot. Such landscaped open space shall not be open to vehicular traffic, and shall be used to buffer and shield adjacent uses from the mini-warehouse operation. The required amount of open space may be reduced with the special permit approval for the reuse of an existing building/developed property.
 5. The maximum height of the storage section of a mini-warehouse building shall be twenty-five (25) feet.
 6. The maximum total storage area in a mini-warehouse building shall be seven thousand five hundred (7,500) square feet.
 7. The maximum size of an individual storage unit shall be five hundred (500) square feet.

8. Buildings used in association with mini-warehousing shall be setback at least one hundred fifty (150) feet from the public road.

(Ord. of 1-28-13; Ord. of 6-22-15; Ord. of 10-10-17)



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: May 4, 2026

Item #3E

Agenda Item:

Zoning Text Amendment to Town Code Chapter 175 to Redefine Urban Agriculture and Agricultural Pursuits Amend Performance Standard to Clarify Lot Sizes and Permitted Animals

Summary:

The current urban agriculture ordinance has inconsistencies with other chapters of Town Code which have led to administrative difficulties with enforcing the Code. The language itself is contradictory and unclear as to limitations on lot size and permitted animals. The draft before Town Council seeks to clarify the language of the ordinance and provide a tiered system to define and limit urban agricultural activities based on lot size.

Staff conducted research and interviews with local Agricultural Extension Agencies to derive best practices for animal welfare and human safety. The provisions in this ordinance are to ensure the animals are properly cared for and to reduce impact on neighboring properties.

There were no comments from the public.

Planning Commission recommended approval on April 15th with no conditions.

Budget/Funding:

N/A

Staff Recommendation:

Staff recommends approval with no conditions.

PLANNING COMMISSION REGULAR MEETING
AGENDA STATEMENT

Meeting Date: April 15, 2026

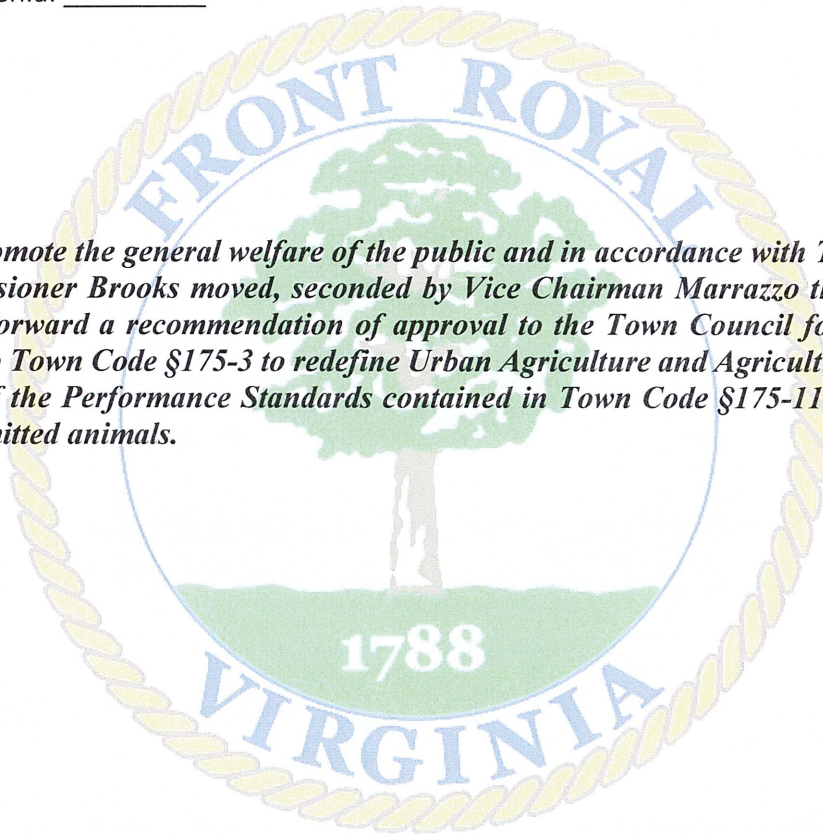
Public Hearing Item 3: 2600134 – A Zoning Text Amendment to Town Code §175-3 to redefine Urban Agriculture and Agricultural Pursuits; an amendment of the Performance Standards contained in Town Code §175-110.5, to clarify lot sizes and permitted animals.

Recommendation of Approval ☒

Recommendation of Denial ☐

Postponed ☐

In order to promote the general welfare of the public and in accordance with Town Code §175-1(B), Commissioner Brooks moved, seconded by Vice Chairman Marrazzo that the Planning Commission forward a recommendation of approval to the Town Council for a Zoning Text Amendment to Town Code §175-3 to redefine Urban Agriculture and Agricultural Pursuits; an amendment of the Performance Standards contained in Town Code §175-110.5, to clarify lot sizes and permitted animals.



Moved Brooks Seconded MARRAZZO

Marshner y Marrazzo y Neel y Brooks y Fedoryka y

CERTIFIED by the Planning Commission

A handwritten signature in blue ink, appearing to read 'J. Neel', is written over a horizontal line.

Chairman Neel

Town of Front Royal, Virginia

Planning Commission Regular Meeting Agenda

☐ Consent Action ☐ Administrative Action ☒ Public Hearing ☐ Discussion

Agenda Item: Zoning Text Amendment #2600134

MEETING DATE: April 15, 2026

SUMMARY: A Zoning Text Amendment to Town Code §175-3 to redefine Urban Agriculture and Agricultural Pursuits; an amendment of the Performance Standards contained in Town Code §175-110.5, to clarify lot sizes and permitted animals.

STAFF RECOMMENDATION: Staff recommends approval.

DRAFT MOTION: “In order to promote the general welfare of the public and in accordance with Town Code §175-1(B), I move that the Planning Commission forward a recommendation of approval to the Town Council for a Zoning Text Amendment to Town Code §175-3 to redefine Urban Agriculture and Agricultural Pursuits; an amendment of the Performance Standards contained in Town Code §175-110.5, to clarify lot sizes and permitted animals.”

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

“I move that the Planning Commission forward a recommendation of denial to the Town Council for Zoning Text Amendment #2600134 for the following reason(s)_____: ”

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

PLANNING COMMISSION ACTION:

Moved _____ Seconded _____

Marshner _____ Marrazzo _____ Neel _____ Brooks _____ Fedoryka _____

☐ Approved ☐ Approved w/ Conditions ☐ Denied ☐ Other

Staff Report: Zoning Text Amendment 2600134

Background Information

The current iteration of the Towns Urban Agriculture standards conflict with language contained in Town Code Chapter 66 and have presented significant administrative challenges related to interpretation and enforcement. The current code does not clearly indicate standards based on lot size or sufficiently distinguish between urban agriculture vs. agricultural pursuits and operations.

This new code seeks to clearly establish limits on chickens, bees, and rabbits based on lot size and outlines enclosure standards to ensure the animals and humans are safe. Urban agriculture will only be permitted as an accessory use on single-family residential lots and will not be permitted in other districts.

SUMMARY TABLE

Category	Tier 1(<1 acre)	Tier 2 (≥1 acre but < 5 acres)	Tier 3 (≥ 5 acres)	Notes/Exceptions
Chickens (hens only)	Up to six (6) Hens	Up to twelve (12) Hens	Up to eighteen (18) hens (one (1) Rooster allowed)	Roosters must have at least ten (10) hens if hens are present. A rooster counts as part of the total number of chickens.
Rabbits (outdoor, for meat purposes)	Up to six (6) Rabbits	Up to twelve (12) Rabbits	Up to eighteen (18) Rabbits	Indoor pet rabbits not counted/ temporary exceedance for breeding allowed ≤12 weeks; max 2 x allowed number.
Bee Hives	Up to six (6) Hives	Up to six (6) Hives	Up to twelve (12) Hives	At least a two (2) square foot in size warning sign and solid fence at least four (4) feet high. Twelve (12) hives require additional setbacks.
Setbacks	Ten (10) feet from side/rear property lines.	Ten (10) feet from side/rear property lines.	Ten (10) to fifty (50) feet depending on number of hives or the presence or a rooster.	Additional restriction for proximity to water sources and drainage. Zoning Administrator may impose additional setbacks based on management plan.
Housing and Care	Chickens: coop/run. Rabbits; hutch. Bee hives.	Chickens: coop/run. Rabbits; hutch. Bee hives.	Chickens: coop/run. Rabbits; hutch. Bee hives.	Min. four (4) sq ft/ chicken or eight (8) sq ft/ rabbit. Runs: four (4) sq ft/ chicken, sixteen (16) sq ft/rabbit; clean, ventilated, sanitary; feed in rodent-proof containers.
Zoning Permit	Required	Required	Required	Includes management plan (waste, odor, noise, biosecurity, maintenance); 1-year term, renewable; may be revoked for violations.
Temporary Breeding Exception	Up to twelve (12) weeks	Up to twelve (12) weeks	Up to twelve (12) weeks	Chickens and rabbits must be reduced to allowed number afterward; absolute cap = two (2) x allowed number. Lots must be maintained and provided for inspection.
Sale of Agricultural Products	Not Permitted.	Not Permitted.	Not Permitted.	Incidental sharing/trading allowed; commercial sales require zoning approval.
Commercial / Industrial Uses	Not Permitted.	Not Permitted.	Not Permitted.	School properties are exempt from the population requirements of the Tier System.

Code Sections Amended

§175-3 Definitions; §175-110.5.

**AN ORDINANCE TO AMEND TOWN CODE §175-3 TO REDEFINE URBAN
AGRICULTURE AND AGRICULTURAL PURSUITS; AN AMENDMENT OF THE
PERFORMANCE STANDARDS CONTAINED IN TOWN CODE §175-110.5,
TO CLARIFY LOT SIZES AND PERMITTED ANIMALS.**

175-3 DEFINITIONS

AGRICULTURE, URBAN (Urban Agriculture) – activities conducted as an accessory use on residentially zoned lots, including crop production, gardening, horticulture, hydroponics, aquaculture, apiculture, and keeping chickens and rabbits, subject to tiered acreage regulations and compliance with the regulations of Section 175-110.5.

AGRICULTURE/AGRICULTURAL PURSUITS – The tilling of soil, the raising of crops, horticulture, aquaculture, hydroponics, forestry, gardening, apiculture, livestock and fowl keeping and breeding, farm wineries, roadside stands, tenant houses necessary for the operation of a farm, and the production of natural products with resources primarily derived from the land upon which it is produced. Yard maintenance, landscaping, noncommercial gardening and other customary incidental accessory uses shall not be deemed as "agriculture." Where agricultural uses are permitted under [Chapter 175](#) of the Town Code, the provisions of Section [66-5](#) pertaining to slaughtering of stock shall not apply, provided that this exemption only applies to small scale slaughtering activities on a farm, and does not apply to slaughterhouses.

Section 175-110.5. Urban Agriculture Standards

Urban agriculture involving bees, chickens, and rabbits shall be permitted only on lots occupied by a single-family dwelling. It is restricted and categorized to form a compromise between urban residential character and small-scale Urban Agriculture. It provides for a three-tier system.

Summary Table

Category	Tier 1(<1 acre)	Tier 2 (≥ 1 acre but < 5 acres)	Tier 3 (≥ 5 acres)	Notes/Exceptions
Chickens (hens only)	Up to six (6) Hens	Up to twelve (12) Hens	Up to eighteen (18) hens (one (1) Rooster allowed)	Roosters must have at least ten (10) hens if hens are present. A rooster counts as part of the total number of chickens.
Rabbits (outdoor, for meat purposes)	Up to six (6) Rabbits	Up to twelve (12) Rabbits	Up to eighteen (18) Rabbits	Indoor pet rabbits not counted/ temporary exceedance for breeding allowed ≤ 12 weeks; max 2 x allowed number.
Bee Hives	Up to six (6) Hives	Up to six (6) Hives	Up to twelve (12) Hives	At least a two (2) square foot in size warning sign and solid fence at least four (4) feet high. Twelve (12) hives require additional setbacks.
Setbacks	Ten (10) feet from side/rear property lines.	Ten (10) feet from side/rear property lines.	Ten (10) to fifty (50) feet depending on number of hives or the presence or a rooster.	Additional restriction for proximity to water sources and drainage. Zoning Administrator may impose additional setbacks based on management plan.
Housing and Care	Chickens: coop/run. Rabbits; hutch. Bee hives.	Chickens: coop/run. Rabbits; hutch. Bee hives.	Chickens: coop/run. Rabbits; hutch. Bee hives.	Min. four (4) sq ft/ chicken or eight (8) sq ft/ rabbit. Runs: four (4) sq ft/ chicken, sixteen (16) sq ft/rabbit; clean, ventilated, sanitary; feed in rodent-proof containers.
Zoning Permit	Required	Required	Required	Includes management plan (waste, odor, noise, biosecurity, maintenance); 1-year term, renewable; may be revoked for violations.
Temporary Breeding Exception	Up to twelve (12) weeks	Up to twelve (12) weeks	Up to twelve (12) weeks	Chickens and rabbits must be reduced to allowed number afterward; absolute cap = two (2) x allowed number. Lots must be maintained and provided for inspection.
Sale of Agricultural Products	Not Permitted.	Not Permitted.	Not Permitted.	Incidental sharing/trading allowed; commercial sales require zoning approval.
Commercial / Industrial Uses	Not Permitted.	Not Permitted.	Not Permitted.	School properties are exempt from the population requirements of the Tier System.

A. AGRICULTURE – TIERED CLASSIFICATION

1. Tier 1 Agriculture (Lots less than 1 Acre).

- a. Gardening and horticulture (not subject to an Urban Agriculture permit).
- b. Crop production (not subject to an Urban Agriculture permit).
- c. Hydroponics or aquaculture (not subject to an Urban Agriculture permit).
- d. Apiculture (beekeeping) of 6 hives or less.
- e. Keeping of 6 chickens (hens) with no roosters allowed.
- f. Keeping of up to 6 domestic rabbits.
- g. Domesticated rabbits kept indoors as household pets are not required to obtain an Urban Agriculture Permit.
- h. All Tier 1 urban agriculture shall comply with Section 175-110.5 Performance Standards.

Yard maintenance, landscaping, and customary residential gardening shall not be considered urban agriculture.

2. Tier 2 Agriculture (Lots at least 1 acre and less than 5 Acres).

- a. Tier 2 lots include:
 1. Crop production and horticulture (not subject to an Urban Agriculture permit)
 2. Aquaculture and hydroponics (not subject to an Urban Agriculture permit).
 3. Apiculture.
 4. Domestic Chickens as per standards in Section 175-110.5, Performance Standards.
 5. Domestic Rabbits as per standards in Section 175-110.5, Performance Standards.
 6. Small-scale agricultural production.

Yard maintenance, landscaping, and customary residential gardening shall not be considered agriculture.

3. Tier 3 Agriculture (Lots at least 5 acres).

- a. Tier 3 lots include:
 1. Crop production and horticulture (not subject to an Urban Agriculture permit).
 2. Aquaculture and hydroponics (not subject to an Urban Agriculture permit).
 3. Apiculture.
 4. Domestic Chickens including Roosters as per standards in Section 175-110.5, Performance Standards.
 5. Domestic Rabbits as per standards in Section 175-110.5, Performance Standards.
 6. Small-scale agricultural production.

Yard maintenance, landscaping, and customary residential gardening shall not be considered agriculture.

175-110.5 PERFORMANCE STANDARDS FOR URBAN AGRICULTURE

Urban Agricultural uses shall comply with the following standards according to acreage tier and definitions.

A. General Requirements.

1. An urban agriculture permit shall be required for the keeping of chickens, bees, and rabbits. Such a permit application shall include a management plan that adequately addresses waste disposal, site suitability, setbacks, animal density, biosecurity and health measures, odor control, noise control, appearance, and maintenance.
2. The management plan shall be reviewed by the Virginia Cooperative Extension Office, or other qualified expert, nonprofit organization or government entity. Conditions of approval or recommendations may be required as part of the permit.
3. The permit shall only be valid for one (1) year and may be renewed annually provided that the use remains in compliance with the management plan and otherwise remains lawful. The Zoning Administrator, or designee, may impose conditions of approval based on the review.
4. Bees, Chickens and rabbits shall only be kept in rear and/or side yards.
5. Any permit may be revoked by the Zoning Administrator if the use:
 - a. Deviates from the approved management plan.
 - b. Violates the Town Code.
 - c. Creates noise or nuisance violations.
 - d. Expands without authorization.
 - e. Vermin infestation, or signs thereof.

B. Tier 1 Standards.

1. Single-family dwellings may keep:
 - a. Up to six (6) female chickens (hens only, no roosters).
 - b. Up to six (6) bee hives.
 - c. Up to six (6) rabbits kept outdoors for meat purposes.
2. Setbacks:

- a. Coops, hutches and hives must be at least 10 feet from side and rear property lines.
- b. All coops and hutches shall be located at least twenty (20) feet from streams, tributaries, ditches, swales, stormwater management facilities, drop-inlets, or other storm drainage areas that might allow fecal matter to enter any Town storm drainage system or stream.
- c. Additional setbacks may be required by the Zoning Administrator if recommended as part of the submitted management plan or review agency recommendation.

C. Tier 2 Standards.

- 1. Single-family dwellings may keep:
 - a. Up to twelve (12) female chickens (hens only, no roosters).
 - b. Up to six (6) bee hives.
 - c. Up to twelve (12) rabbits kept outdoors for meat purposes.
- 2. Setbacks:
 - a. Coops, hutches and hives must be at least 10 feet from side and rear property lines.
 - b. All coops and hutches shall be located at least twenty (20) feet from streams, tributaries, ditches, swales, stormwater management facilities, drop-inlets, or other storm drainage areas that might allow fecal matter to enter any Town storm drainage system or stream.
 - c. Additional setbacks may be required by the Zoning Administrator if recommended as part of the submitted management plan or review agency recommendation.

D. Tier 3 Standards.

- 1. Single-family dwellings may keep:
 - a. Up to eighteen (18) chickens, including one (1) rooster.
 - b. Up to twelve (12) bee hives.
 - c. Up to eighteen (18) rabbits kept outdoors for meat purposes.
- 2. Setbacks:
 - a. Coops, hutches and hives must be at least ten (10) feet from side and rear property lines.
 - i. If a rooster is present, the coop setback requirement increases to fifty (50) feet from side and rear property lines.
 - ii. If there are more than 6 hives, the setback requirement increases to fifty (50) feet from side and rear property lines.
 - b. All coops and hutches shall be located at least twenty (20) feet from streams, tributaries, ditches, swales, stormwater management facilities, drop-inlets, or other storm drainage areas that might allow fecal matter to enter any Town storm drainage system or stream.

- c. Additional setbacks may be required by the Zoning Administrator if recommended as part of the submitted management plan or review agency recommendation.

E. Chicken and Rabbit Housing Requirements.

1. Chickens must be confined to a coop and/or run, and rabbits confined to a hutch and/or run at all times. Neither shall be permitted to run at large.
2. The coop must be used for chickens only and the hutch for rabbits only, and both must be well ventilated.
3. Coops and hutches must be at least eighteen (18) inches in height.
4. Coops must have a minimum of four (4) square feet of floor area per chicken and hutches must have a minimum of eight (8) square feet per rabbit.
5. Runs must provide four (4) square feet per chicken and sixteen (16) square feet per rabbit.
6. Runs must be well drained with no accumulation of water.
7. The coop or hutch shall be kept clean, sanitary, and free from accumulation of animal excrement and objectionable odors. The floor and walls of the coop must be kept in a clean, sanitary and healthful condition, with all dropping and organic waste material removed and disposed of in a proper manner. Chicken and rabbit litter waste shall not be deposited in any trash container that is collected by any public or private waste collector and shall be disposed of by composting on site, collected by a bona fide poultry or rabbit litter service, or bagged and taken to the county landfill. Any dead bird or rabbit shall not be deposited in any trash container that is collected by any public or private waste collector but shall be either composted or buried on site or taken to the county landfill. Further, all unexplained bird and rabbit deaths shall be reported to the Virginia Department of Agriculture and Consumer Services prior to composting burial, or transport to the county landfill.
8. Notwithstanding the maximum number of rabbits or chickens otherwise permitted, the number of rabbits or chickens (where roosters are allowed) may be temporarily exceeded as a result of breeding. Any such increase shall not exceed twelve (12) weeks from the date of birth of the litter or chicks, after which the total number of animals on the premises must be reduced to comply with the maximum permitted. In no case shall the number of animals exceed twice the number otherwise allowed based on acreage.
9. Any owner or keeper of chickens or rabbits who intends to breed animals under this section shall maintain accurate records, including: (i) breeding logs indicating the dates of birth of litters or chicks, (ii) animal counts, including any temporary increases permitted in this performance standard. Such records shall be made available for inspection by the Zoning Administrator or other authorized official upon request and shall be used to verify compliance with the limits and standards of this ordinance.
10. All feed or other material intended for consumption by chickens or rabbits shall be kept in containers impenetrable by rats or other rodents, and such containers shall be equipped with tightly fitting caps or lids. The presence of rats in an area used for the keeping of fowl shall be prima facie evidence that such area is maintained in violation of this section.

F. Beekeeping Standards.

1. Only the Western honeybee (*Apis mellifera*) – the primary species for U.S. honey production and common subspecies are allowed:
 - a. Italian honeybee (*Apis mellifera ligustica*).
 - b. Carniolan honeybee (*Apis mellifera carnica*).
 - c. Buckfast hybrid bees.
 - d. Russian honeybee (*Apis mellifera caucasica* hybrid).
2. Hives shall be enclosed by a solid fence at least four (4) feet in height, either around the hive or around the yard.
 - a. A sign at least two (2) square feet in size shall be posted indicating bees are present.
 - b. Honey harvesting must occur within an enclosed building.

G. Sale of Agricultural Products.

The sale of goods or services related to agricultural activity is not permitted on site.

This restriction does not prohibit:

1. Incidental sharing or trading with neighbors, family, or friends.
2. Selling produce off-site at markets or similar venues.

H. Commercial and industrial Uses.

1. Commercial and industrial use shall not keep livestock, fowl, rabbits, or bees as part of any agricultural pursuit.
2. School properties are exempt from the population requirements of the Tier system.

I. Applicability.

These requirements are in addition to all other provisions of the Town Code.

Urban Agriculture Background Information and Standards



Forward

- The proposed approach to urban agriculture in Section 175-110.5 establishes a balanced and well-structured framework that supports small-scale food production while protecting the character and livability of residential neighborhoods. By clearly distinguishing urban agriculture from larger-scale agricultural pursuits based on a 10-acre threshold, the ordinance ensures that more intensive farming activities remain appropriately located, while still allowing residents on smaller lots to engage in productive and sustainable practices. The tiered system is particularly effective, as it scales allowable activities such as the number of chickens, rabbits, and beehives according to land capacity, thereby mitigating overuse and potential nuisances to adjacent neighbors. Additionally, the requirement for a zoning permit and a professionally reviewed management plan introduces accountability and promotes best practices in areas like waste management, animal welfare, and odor and noise control. Performance standards, including setbacks, enclosure requirements, and limits on animal types, further mitigate conflicts between agricultural uses and neighboring properties. Overall, this approach thoughtfully integrates urban agriculture into residential settings by encouraging local food production, sustainability, and community resilience, while maintaining clear safeguards to ensure compatibility with existing neighborhood conditions.

Standards and Justifications

- The following bullets provide background information and standards used to develop each of the proposed regulation in the Urban Agriculture regulation
 - Numbers of Chickens
 - Limiting Tier 1 properties to a small number of chickens such as six hens and no roosters is a practical, evidence-based approach that supports urban agriculture while minimizing neighborhood impacts. Guidance from the Virginia Cooperative Extension and the United States Department of Agriculture shows that a flock of this size can reliably meet a household's egg needs without generating excessive waste. At the same time, organizations like the Centers for Disease Control and Prevention note that larger flocks increase risks related to odor, pests, and disease exposure, while roosters introduce significant noise concerns. By capping flock size at a manageable level, the ordinance allows residents to participate in food production while maintaining sanitation, reducing nuisances, and preserving compatibility with residential neighborhood conditions.
 - For Tiers 2 and 3, additional chickens and the possibility of a rooster on lots of five acres or more are justified because larger parcels provide the space and buffering capacity needed to responsibly manage increased flock sizes and associated impacts. Guidance from the Virginia Cooperative Extension and the United States Department of Agriculture indicates that stocking density, waste distribution, and flock health are directly tied to available land area; larger properties allow manure to be more effectively dispersed or composted, reduce odor concentration, and support healthier birds through lower crowding. Increased setbacks and acreage also mitigate noise concerns associated with roosters, whose crowing is less likely to affect neighboring properties when greater distances are maintained. Additionally, planning guidance from the American Planning Association supports scaling agricultural intensity with lot size as a best practice to balance productivity with neighborhood compatibility. Allowing a rooster on lots of 5 acres or more is also functionally important for breeding and flock sustainability, which aligns with small-scale agricultural production goals. Overall, the expanded allowances for larger properties reflect a proportional approach that enables more productive urban agriculture while maintaining appropriate safeguards for surrounding residential uses.

Chicken Coop Size

- Setting minimum coop and run sizes for backyard chickens ensures animal welfare, reduces stress, and helps prevent disease, while also limiting potential nuisances to neighbors.
 - Adequate floor space and outdoor run area allow chickens to express natural behaviors such as scratching, perching, and dust bathing, which are essential for physical and psychological health.
 - As per Virginia Cooperative Extension, Both Chicken Coops and Chicken runs must provide 4 square feet per chicken
 - The Centers for Disease Control and Prevention notes that adequate space and proper housing are critical to minimizing exposure to pathogens such as Salmonella. Setting these standards ensures that backyard flocks remain healthy, manageable, and compatible with surrounding residential areas.

Standards and Justifications

• References for Chicken Standards

- United States Department of Agriculture – “Backyard Poultry Management and Health Guide” (USDA Natural Resources Conservation Service and Agricultural Research Service)
- Location: USDA website (www.usda.gov) → search “backyard poultry management” or “small flock poultry guide.” This guide emphasizes optimal flock sizes, housing, and sanitation to prevent disease and minimize odor and noise.
- Virginia Cooperative Extension – “Backyard Chickens: Management and Health” (Publication 424-032)
- Location: Virginia Cooperative Extension website (ext.vt.edu) → Publications → search “backyard chickens” or publication 424-032. It provides recommendations for flock size, coop design, spacing, and handling of roosters in small residential areas.
- Centers for Disease Control and Prevention – “Salmonella and Backyard Poultry”
- Location: CDC website (www.cdc.gov) → Healthy Pets / Backyard Animals → Poultry. The document highlights the health risks of improper flock management, supporting limited flock sizes and proper housing to reduce exposure to pathogens.
- American Planning Association – “Zoning for Urban Agriculture” (PAS Report 563)
- Virginia Cooperative Extension Warren County advice 31 March 2026

Standards and Justifications

- Number of Bees Hives Allowed
 - Limiting beekeeping on Tier 1 and 2 properties to a small number of hives is justified as a means of supporting pollination and small-scale honey production while minimizing potential conflicts in denser residential areas. Guidance from the United States Department of Agriculture and Virginia Cooperative Extension emphasizes that even a few well-managed hives can provide substantial pollination benefits and modest honey yields, making additional hives unnecessary for typical household-scale urban agriculture. Limiting hive numbers also helps reduce risks associated with concentrated bee activity, such as increased human-bee interactions, swarming, and competition for limited forage in smaller areas. Public health considerations noted by the Centers for Disease Control and Prevention further support managing hive density to reduce potential exposure concerns in close residential settings. By capping hive numbers at a low, manageable level, the ordinance enables residents to engage in beekeeping while maintaining safety, reducing nuisance potential, and ensuring compatibility with nearby homes.
 - Allowing a greater number of beehives on lots of five acres or more (Tier 3) is justified because larger properties provide sufficient space to manage hive density, flight paths, and foraging activity while minimizing impacts on neighboring properties. Guidance from the United States Department of Agriculture and Virginia Cooperative Extension indicates that hive spacing and access to diverse forage are critical to colony health and productivity; larger parcels are more capable of supporting multiple hives without over competition for nectar and pollen. Increased setbacks and the ability to establish buffers (such as fencing or vegetation) also reduce potential conflicts related to bee flight patterns and human interaction. Additionally, best practices supported by the American Planning Association emphasize scaling agricultural intensity with lot size to maintain compatibility with surrounding uses. Expanding hive allowances on larger lots therefore promotes pollination benefits, local honey production, and ecological health, while ensuring that potential nuisances are mitigated through adequate space and management.

Standards and Justifications

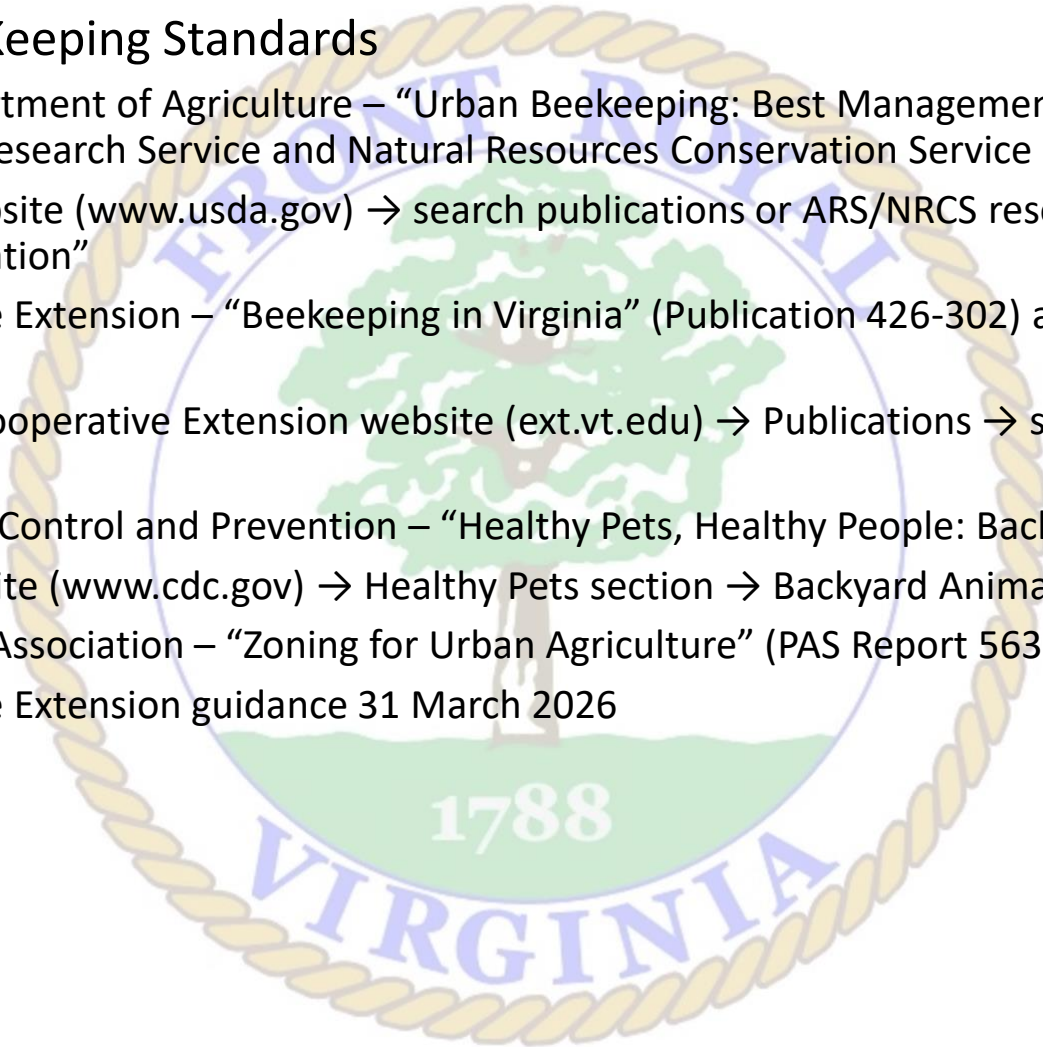
- Limits to Type of Bees Allowed

- Limiting urban beekeeping to Western honeybees and common subspecies such as Italian (*A. m. ligustica*), Carniolan (*A. m. carnica*), Buckfast hybrids, or Russian (*A. m. caucasica* hybrid) ensures predictability, safety, and ecological compatibility in residential areas. These subspecies are widely managed for honey production, pollination, and disease resistance, and their behavior is well-understood by urban beekeepers. In contrast, non-native or exotic bees may be more aggressive, prone to swarming, or carry pathogens and parasites that threaten both domestic colonies and native pollinators. The United States Department of Agriculture and Virginia Cooperative Extension note that Western honeybees are the primary species used in U.S. apiculture because they are manageable in hive settings and compatible with human-inhabited areas. Restricting to these species also facilitates proper oversight, education, and disease control, minimizing public safety risks and supporting sustainable urban pollination. It is unlawful to import, keep, or breed dangerous or non-approved bee species, including Africanized honeybees (*Apis mellifera scutellata* hybrid) and other aggressive or exotic bees.
 - United States Department of Agriculture – “Honey Bee Health and Management in the United States”, USDA Agricultural Research Service.
 - Location: www.usda.gov → search “honey bee health” or “Apis mellifera management.”
 - Virginia Cooperative Extension – “Beekeeping in Virginia” (Publication 426-302)
 - Location: ext.vt.edu → Publications → search “beekeeping” or publication 426-302.
 - American Beekeeping Federation – “Best Management Practices for Honey Bees”
 - Location: www.abfnet.org → Resources → Urban Beekeeping Guidelines.
 - Centers for Disease Control and Prevention – “Healthy Pets, Healthy People: Bees and Pollinators”
 - Location: www.cdc.gov → Healthy Pets → Backyard Animals → Bees.
 - Virginia Cooperative Extension guidance 31 March 2026

Standards and Justifications

- References for Bee Keeping Standards

- United States Department of Agriculture – “Urban Beekeeping: Best Management Practices” (available through USDA Agricultural Research Service and Natural Resources Conservation Service publications)
- Location: USDA website (www.usda.gov) → search publications or ARS/NRCS resources on “urban beekeeping” and “pollinator conservation”
- Virginia Cooperative Extension – “Beekeeping in Virginia” (Publication 426-302) and “Honey Bee Colony Management”
- Location: Virginia Cooperative Extension website (ext.vt.edu) → Publications → search “beekeeping” or publication number 426-302
- Centers for Disease Control and Prevention – “Healthy Pets, Healthy People: Backyard Beekeeping”
- Location: CDC website (www.cdc.gov) → Healthy Pets section → Backyard Animals → Bees and beekeeping guidance
- American Planning Association – “Zoning for Urban Agriculture” (PAS Report 563)
- Virginia Cooperative Extension guidance 31 March 2026



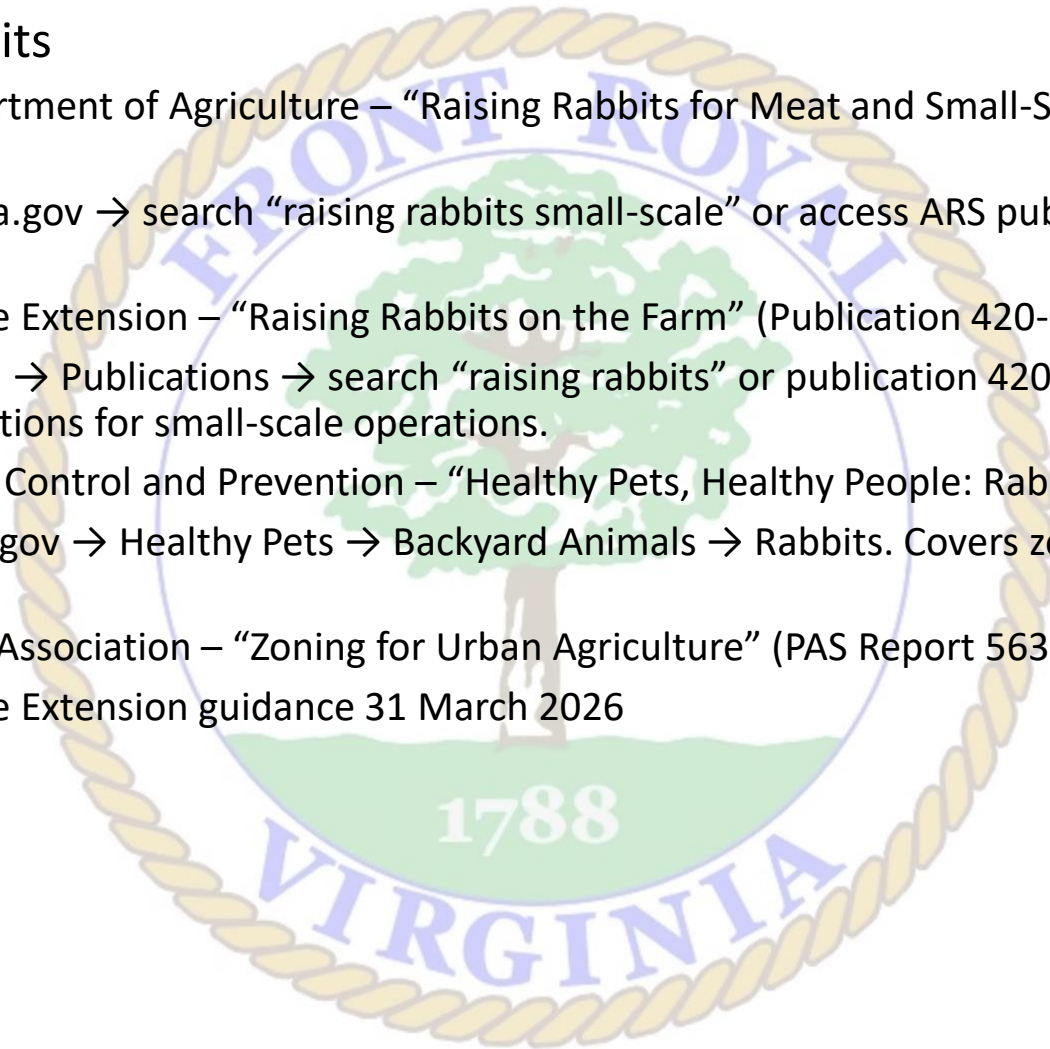
Standards and Justifications

- Number of Rabbits Allowed
 - Limiting outdoor rabbits on Tier 1 properties to six animals allows residents to engage in small-scale meat or hobby production without creating nuisance, odor, or health risks in denser residential areas. Rabbits, if overstocked, can produce excessive waste, attract rodents, and require adequate space for humane housing. Guidance from the United States Department of Agriculture and Virginia Cooperative Extension emphasizes proper housing, sanitation, and manageable stocking levels for small-scale rabbit production, indicating that a limited number of animals can meet household-scale needs while remaining manageable in terms of space and animal welfare. The American Planning Association supports scaling livestock intensity to lot size to minimize conflicts with neighbors, and guidance from the Centers for Disease Control and Prevention highlights the importance of proper housing and waste management to reduce zoonotic disease risks. Limiting the number of rabbits and requiring secure hutches in rear yards supports public health, animal welfare, and neighborhood compatibility.
 - Allowing additional rabbits on Tiers 2 and 3 properties is justified because larger lots provide sufficient space to manage increased animal numbers while maintaining humane housing, proper sanitation, and reduced nuisance for neighbors. Greater acreage allows for appropriately sized hutches and runs with adequate spacing, helping prevent overcrowding, odor buildup, and pest attraction. Guidance from the United States Department of Agriculture emphasizes proper housing, sanitation, and management practices for small livestock, while recognizing that stocking levels must be appropriate to available space and resources. Similarly, Virginia Cooperative Extension provides guidance indicating that small-scale rabbit production can be successfully managed on larger parcels when enclosures are well maintained and animals are provided sufficient space. Public health guidance from the Centers for Disease Control and Prevention highlights the importance of proper housing, sanitation, and biosecurity to reduce zoonotic risks. In addition, the American Planning Association supports scaling animal intensity to lot size to minimize conflicts and maintain neighborhood compatibility. Increasing allowable rabbit numbers in Tiers 2 and 3 is consistent with the principle that larger lots can accommodate more animals without compromising sanitation, public health, or residential quality of life.

Standards and Justifications

- References for Rabbits

- United States Department of Agriculture – “Raising Rabbits for Meat and Small-Scale Production”, USDA Agricultural Research Service.
- Location: www.usda.gov → search “raising rabbits small-scale” or access ARS publications on small livestock management.
- Virginia Cooperative Extension – “Raising Rabbits on the Farm” (Publication 420-081)
- Location: ext.vt.edu → Publications → search “raising rabbits” or publication 420-081. Includes housing, feeding, and space recommendations for small-scale operations.
- Centers for Disease Control and Prevention – “Healthy Pets, Healthy People: Rabbits”
- Location: www.cdc.gov → Healthy Pets → Backyard Animals → Rabbits. Covers zoonotic risks and best practices for safe husbandry.
- American Planning Association – “Zoning for Urban Agriculture” (PAS Report 563)
- Virginia Cooperative Extension guidance 31 March 2026

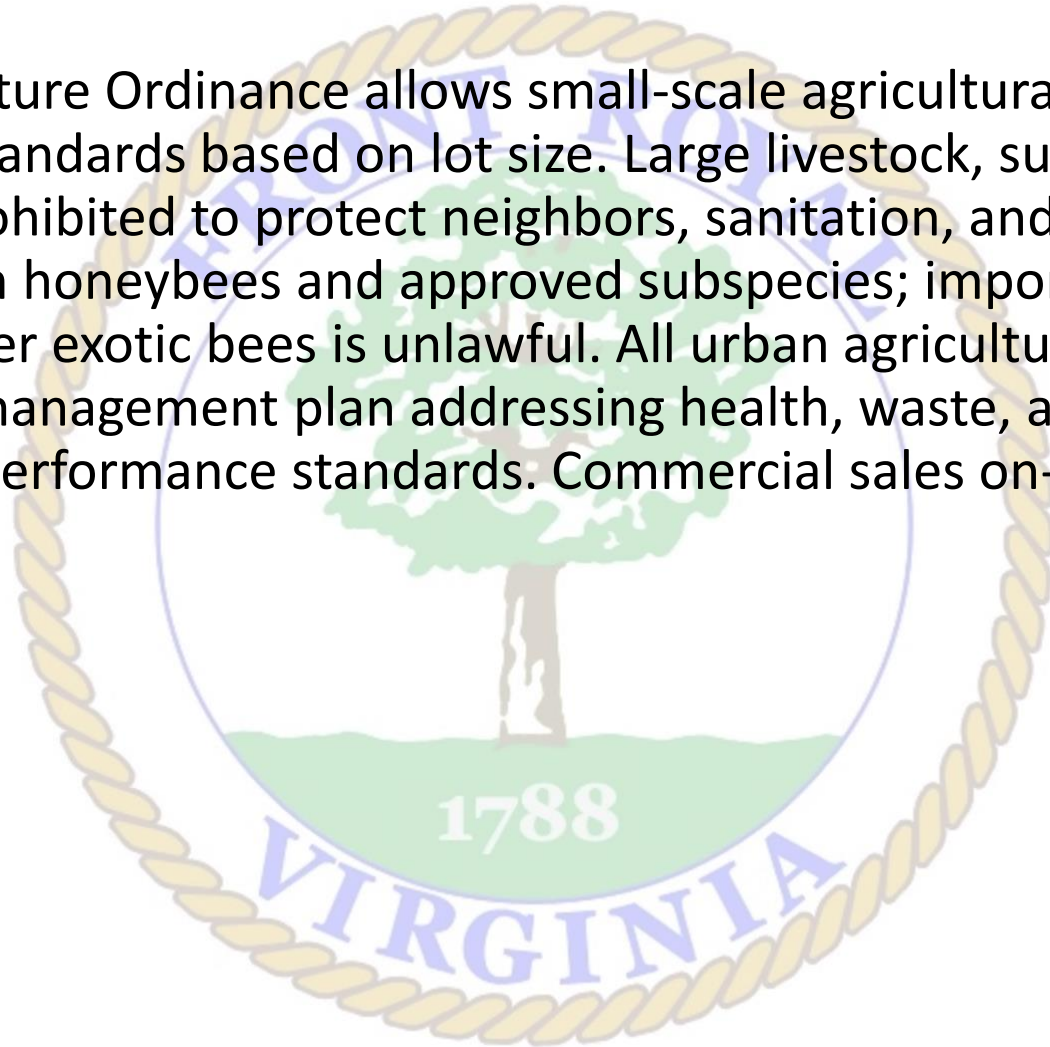


Standards and Justifications

- Larger Livestock Exclusion
 - Prohibiting goats and other large livestock in urban and small-lot residential areas is appropriate to protect animal welfare, public health, and neighborhood quality. Large animals require substantial space for grazing, housing, and waste management; without adequate space, they may experience stress and increased susceptibility to disease. They also produce significant manure, odors, and noise, which can create nuisances and, if not properly managed, contribute to public health risks. Guidance from the United States Department of Agriculture and Virginia Cooperative Extension emphasizes proper space, housing, and waste management for livestock care. Public health guidance from the Centers for Disease Control and Prevention highlights the importance of sanitation and animal management to reduce zoonotic disease risks. In addition, the American Planning Association supports land-use approaches that scale animal intensity to lot size to maintain neighborhood compatibility. Restricting large livestock while allowing smaller, more manageable species such as chickens, rabbits, and bees reflects common zoning practices intended to support low-impact urban agriculture.
- References:
 - United States Department of Agriculture – “Animal Housing and Management in Small-Scale Production”, USDA Agricultural Research Service.
 - Location: www.usda.gov → search “small-scale livestock management” or “urban animal husbandry.”
 - Centers for Disease Control and Prevention – “Healthy Pets, Healthy People: Farm and Backyard Animals”
 - Location: www.cdc.gov → Healthy Pets → Backyard Animals → Livestock. Discusses zoonotic risks and safety concerns with large livestock.
 - American Planning Association – “Zoning for Urban Agriculture” (PAS Report 563)
 - Location: planning.org → Research → PAS Reports. Recommends restricting large livestock in residential areas to maintain neighborhood quality of life.
 - Virginia Cooperative Extension – “Small-Scale Livestock Management”
 - Location: ext.vt.edu → Publications → search “small livestock” or “urban livestock management.” Provides guidance on appropriate species and lot size requirements.

Summary

- The Urban Agriculture Ordinance allows small-scale agricultural activities on residential lots, with tiered standards based on lot size. Large livestock, such as goats, cows, pigs, and sheep, are prohibited to protect neighbors, sanitation, and animal welfare. Bees are limited to Western honeybees and approved subspecies; importing or breeding Africanized or other exotic bees is unlawful. All urban agriculture uses require an annual zoning permit, a management plan addressing health, waste, and nuisance control, and compliance with performance standards. Commercial sales on-site are prohibited.





COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: May 4, 2026

Item# 3F

Agenda Item: Ordinance Amendments to Town Code §§158-6 for the Re-adoption by Reference of the State Vehicular Laws

Summary: Council is requested to consider an ordinance amendment to Town Code Section 158-6, effective July 1, 2026, pertaining to re-adoption by reference of the state vehicular laws contained in Title 46.2, Code of Virginia, 1950, as amended, and Article 2 of Chapter 7 of Title 18.2, Code of Virginia, 1950, as amended.

Budget/Funding: None

Staff Recommendation: Staff recommends amendment of Town Code §158-6 for the re-adoption of the state vehicular laws, effective July 1, 2026.

**AN ORDINANCE TO AMEND FRONT ROYAL TOWN CODE CHAPTER 158-6 and
158-6.1 ADOPTION BY REFERENCE OF STATE VEHICULAR LAWS**

STATE STANDARDS

158-6 ADOPTION BY REFERENCE OF STATE VEHICULAR LAWS

Pursuant to the authority of Code of Virginia, 1950, § 46.2-1313, as amended, all of the provisions and requirements of the laws of the State as of July 1, ~~2025~~ **2026** contained in Code of Virginia, 1950, Title 46.2, as amended, and Article 2 of Chapter 7 of Title 18.2, Code of Virginia, 1950, as amended, except those provisions and requirements the violation of which constitutes a felony and except those provisions and requirements which, by their very nature, can have no application to or within the Town, are adopted and incorporated by reference and made applicable within the Town. References to "highways of the state" contained in such provisions and requirements hereby adopted shall be deemed to refer to the highways and other public ways within the Town. Such provisions and requirements are hereby adopted, mutatis mutandis, and made part of this chapter as fully as those set forth at length herein; and it shall be unlawful for any person within the Town to violate or fail, neglect or refuse to comply with any of the provisions of Code of Virginia, 1950, Title 46.2, and Article 2 of Chapter 7 of Title 18.2, Code of Virginia, which are adopted by this section, provided that in no event shall the penalty imposed for the violation of any provision or requirement hereby adopted exceed the penalty imposed for a similar offense under Code of Virginia, 1950, Title 46.2, and Article 2 of Chapter 7 of Title 18.2, Code of Virginia.

This ordinance shall become effective July 1, 2026.

APPROVED:

Lori A. Cockrell, Mayor

ATTEST:

Hillary Wilfong, Deputy Clerk of Council

This Ordinance 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 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: _____



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: May 4, 2026

Item# 3G

Agenda Item: Council is requested to consider an ordinance amendment of Town Code §§134-22.1(C) and 134-31.1(C) pertaining to the Out-of-Town Water and Sewer Service Agreement ("PILOT Agreement") used for collecting sewer and water rates and charges and PILOT fees from commercial users in the Corridor Area.

Summary: The Out-of-Town Water and Sewage Service Agreement ("PILOT Agreement") is subject to drafting on such terms and conditions for the payment of sewer and water rates and charges and PILOT fees as the Town and such commercial users in the Corridor Area may agree and should not be codified and should be removed from Town Code.

Budget/Funding: N/A

Staff Recommendation:

Staff recommends amendment of Town Code §§134-22.1(C) and 134-31.1(C) as presented.

**AN ORDINANCE TO AMEND FRONT ROYAL TOWN CODE §§134-22.1.C AND 134-31.1.C
TO REMOVE THE PILOT FEE AGREEMENT FORM**

WHEREAS, in 1999, the Town and County entered into an agreement entitled “An Agreement Between the County of Warren and the Town of Front Royal Regarding the Provision of Water and Sewer Service by the Town in the State Route 522/340 North Corridor and the Assumption of Full Service Funding and Responsibility by the County of Fire/Rescue, Parks/Recreation Operations and Animal Control Services”; and,

WHEREAS, the Town and County agreed that, in fixing rates or charges for any sewage or water service provided in the Corridor Area, that the Town may charge users a rate or charge substantially equivalent to the sum total of money that a user would pay at the in-town sewer and water rates plus an amount substantially equivalent to the total amount of Town taxes and license fees that such user would pay if such user was located within the Town’s corporate limits for the same or equivalent or similar activity; and,

WHEREAS, pursuant to Virginia Code §§15.2-2119 and 15.2-2143, the Town may provide water and sewer services to industrial and commercial users outside its boundaries and collect such compensation therefor as may be contracted for between the town and such user; and,

WHEREAS, the Out-of-Town Water and Sewage Service Agreement (PILOT Agreement) is subject to revision on such terms as the Town and such users may agree, should not be codified, and should be removed from Town Code; and,

NOW THEREFORE BE IT ENACTED, by the Town Council of the Town of Front Royal, Virginia that §§134-22.1.C AND 134-31.1.C of the Front Royal Town Code hereby be amended as follows:

134-22.1 SANITARY SEWER SERVICE RATES

C. The rates for sanitary sewer service usage furnished outside of the limits of the Town of Front Royal:

1. One hundred percent (100%) more than the in-town rates as provided above, for areas not in the "U.S. Routes 522/340 Corridor Area," or "Route 522 Corridor Area", or "Corridor Area", hereinafter, "Corridor Area", as described and defined in subparagraph C.2, below.

2. a. In the "Corridor Area", commercial users ("users") of Town sanitary sewer service usage shall pay to the Town a rate for services equal to the charge to in-Town commercial/industrial sanitary sewer users, plus an amount substantially equivalent to the total amount of Town taxes and license fees that such user would pay if such user was located within the Town’s corporate limits for the same or equivalent or similar

activity. By February 1 each calendar year, user shall file with the Town a statement ("Statement") containing sufficient information for the Town to calculate an amount equivalent to what user's annual taxes or taxes collected and license fees would be if user were a Town commercial business. This amount shall then be divided into twelfths and such resulting amount shall be added to user's monthly bill for services.

~~2. a. In the "Corridor Area", commercial users ("users") of Town sanitary sewer service usage shall pay to the Town a rate for services equal to the charge to in-Town commercial/industrial sanitary sewer users, plus an amount in lieu of all of the taxes (less and except, however, the equivalent of the Town's meals and lodging taxes, as hereinafter set forth) and license fees the user would pay to the Town if user's premises, and all commercial activity thereon, or ancillary thereto, was located and occurring within the boundaries of Town, or "PILOT fees" (Payments In Lieu of [Town] Taxes fees"). The annual amount due shall include all such taxes (less and except, however, the equivalent of the Town's meals [food and beverage] and lodging taxes), and license fees, whether ordinarily imposed directly on the user and paid to the Town, or indirectly on user's customers, collected by user and paid to the Town, as if user was located within the Town. Such indirectly imposed taxes shall not include the Town meals (food and beverage) taxes and Town lodging taxes. By February 1 each calendar year, user shall file with the Town a statement ("Statement") of user's previous year's taxes in the following categories: (1) property taxes paid the County of Warren, Virginia; (2) gross receipts subject to a state sales tax, and business and professional occupational license taxes (excluding meals and lodging taxes collected); (3) a list of all automobiles for which license taxes were paid to Warren County; (4) any bank franchise tax paid on deposits in Warren County; and (5) any car rental tax paid. This information contained in the statement will be used to calculate an amount equivalent to what user's annual taxes or taxes collected and license fees would be if user were a Town resident or a Town business. This amount shall then be divided into twelfths and such resulting amount shall be added to user's monthly bill for services.~~

b. If a commercial user in the Corridor Area is new to Warren County, the information required in the statement above shall be estimated by the Town for purposes of determining the user's rate for the first year of services.

c. The Corridor Area was originally described and defined in the "Amendment to an Agreement Between the County of Warren and the Town of Front Royal Regarding the Provision of Water and Sewer Service by the Town in the U.S. Route 522/340 North Corridor and the Assumption of Full Service Funding and Responsibility by the County of Fire/Rescue, Parks/Recreation Operations and Animal Control Services," dated August 9, 1999, and as further ratified by "Final Order Validating and Affirming Voluntary Settlement Agreement Between the Town of Front Royal and the County of Warren," said Order entered into by the Circuit Court of Warren County, Virginia, dated December 13, 1999, Case No. CL97000225. The Corridor Area originally is described and defined as

being that area north of the corporate boundaries of the Town of Front Royal, in Warren County, on both sides of U.S. Routes 522/340 North, extending to Crooked Run on the West side of U.S. Routes 522/340 North to the tracks of the Norfolk and Southern Railroad Company on the East side of U.S. Routes 522/340 North, and between the Interstate-66 Interchange to the South and State Route 661 (Fairgrounds Road) to the North. The Corridor Area has since been amended and expanded, by Voluntary Settlement Agreement between the Town of Front Royal and the County of Warren, to additionally include Crooked Run West, which contains current Warren County Tax Map Parcel Numbers 12 M 2 9 (11.22 ac), 12 M 2 10 (2.33 ac), 12 M 2 11 (53.93 ac), 12 M 2 12 (20.00 ac), 12 M 2 13 (30.43 ac), and 12 M 2 14 (29.94 ac), in total containing 147.85 acres, more or less, all of which are part of the Corridor Area.

d. Users in the Corridor Area, in order to use Town public water and sanitary sewer utility services, shall enter into with the Town, and be subject to, an Out-of-Town Water and Sewage Service Agreement which contains provisions for payments in lieu of Town taxes and license fees "PILOT fees".. ~~which PILOT Fee Agreements shall be in substantially the following form:~~

~~TOWN OF FRONT ROYAL, VIRGINIA
OUT-OF-TOWN WATER AND SEWAGE SERVICE AGREEMENT
(Warren County Commercial/Industrial Freehold Users)~~

~~This Out-of-Town Water and Sewage Service Agreement ("Agreement"), is made this ____ day of _____, 20__, by and between the Town of Front Royal, Virginia ("Town") and _____ LLC ("User"), owner of commercial/industrial property commonly known as _____, located in the County of Warren, Virginia, being the same property conveyed to User by deed recorded in Deed Book _____, Page _____, as instrument # _____, of the land records of the Warren County Circuit Court, and identified as Warren County Tax Map Parcel No. 12L-5 ("property").~~

~~WHEREAS, the Town is authorized, pursuant to §§15.2-2119 and 15.2-2143 of the Code of Virginia, to operate outside of its boundaries, with the concurrence of the affected county, sewer services and water supply systems, and to contract for the use of such systems and services; and~~

~~WHEREAS, the Town operates sewer services and water supply systems outside of its boundaries and desires to contract to supply water and sewage services ("Services") to commercial and industrial users ("Users") located outside of its boundaries; and~~

~~WHEREAS, the County of Warren, Virginia, by separate agreement with the Town, concurs with the supplying of water and sewage services to such Users by the Town; and~~

~~WHEREAS, the User desires to obtain water and sewer services from the Town to its property via connection to the Town's service mains ("service location"), and to enter into an agreement containing the terms and conditions for the supplying of Services which satisfies the contract requirements of Section 134.31 of the Code of the Town of Front Royal, Virginia.~~

~~NOW THEREFORE, in consideration of Town Work Order No. _____, incorporated herein by this reference, creating a service location for User, and of providing Services to User and/or such other good and valuable consideration, receipt of which is hereby~~

~~acknowledged, User agrees to the following, which shall be binding upon User and User's successors in interest, lessees, and assigns:~~

~~1. SERVICE ACCOUNT AND DEPOSIT~~

~~Account~~

~~Upon execution of this Agreement, The Town's Department of Finance will open a service billing account ("Account") for User's service location and shall bill User for usage of Services supplied to such service location as determined by metering at User's master meter. If User has tenants using Services supplied via the same service location, User's usage shall be reduced by the usage of such tenants provided that each of such tenants have separate Accounts with Town, with usage determined by separate metering via separate tenant sub-meters.~~

~~Deposit Amount~~

~~User shall pay to Town a deposit ("deposit") to secure payment for Services. For an existing commercial/industrial service location at the property, the deposit required for Town Services shall be an amount equal to the highest monthly bill for that service location during the preceding twelve (12) months of services, or two hundred and fifty dollars (\$250.00), whichever is greater.~~

~~For a newly created commercial/industrial service location at the property, the Town's Department of Finance shall establish the required deposit at an amount estimated to equal to the User's anticipated average monthly bill for Services.~~

~~Payment of Deposit, Interest and Refunds~~

~~Payment of the deposit is due upon the earlier of the execution of the Town's service work order or the execution of this Agreement and shall be held by Town in an interest-bearing account.~~

~~The deposit, plus any accrued interest, shall be refunded upon the closing of the Account in an amount equal to the deposit and accrued interest minus any amount deducted to satisfy User arrearages or other debts owing to the Town. Upon request of a refund, the Director of Finance shall first ensure that User does not have any debts owing to the Town. If the User is indebted to the Town, the Director of Finance will apply any refund toward satisfaction of these debts prior to the refund of any deposit balances to the User.~~

~~2. COMPLIANCE WITH LAW~~

~~User agrees to comply with all applicable ordinances of Town concerning Services, including, but not limited to, discharge standards, pretreatment of waste, system development charges, and agrees to accept all new rate schedules and fees that the Town Council of Town may from time to time establish and adopt.~~

~~3. OUT-OF-TOWN COMMERCIAL RATES AND FEES~~

~~User shall pay to the Town a rate for Services equal to the charge to in-Town commercial/industrial users, plus an amount in lieu of all of the taxes (less and except, however, the equivalent of the Town's meals [food and lodging] and lodging taxes), and license fees the User would pay to the Town if User's Premises, and all commercial activity thereon, or ancillary thereto, was located and occurring within the boundaries of Town ("PILOT fees" or "Payments In Lieu of [Town] Taxes fees"). The annual amount due shall include all such taxes (less and except, however, the equivalent of the Town's meals [food and lodging] and lodging taxes, and hereinafter set forth) and license fees, whether ordinarily~~

~~imposed directly on the User and paid to the Town, or indirectly on User's customers; collected by User and paid to the Town, as if User was within the Town. Such indirectly imposed taxes shall not include the Town meals (food and beverage) tax and Town lodging tax. By February 1st each calendar year, User shall file with the Town a statement ("Statement") of User's previous year's taxes in the following categories as may apply to User: (1) property taxes paid the County of Warren, Virginia; (2) gross receipts subject to a state sales tax, and business and professional occupational license taxes; (3) a list of all automobiles for which license taxes were paid to Warren County; (4) any bank franchise tax paid on deposits in Warren County; and (5) any car rental tax paid. This information contained in the Statement will be used to calculate an amount equivalent to what User's annual taxes and license fees would be if User were a Town resident. This amount shall then be divided into twelfths and such resulting amount shall be added to User's monthly bill for services.~~

~~If the User is new to doing business in Warren County, the information required in the Statement above shall be estimated by the Town for purposes of determining the User's rate for the first year of services.~~

~~4.—VERIFICATION OF FEES~~

~~For three (3) years, User shall keep sufficient records to enable the Town to verify the accuracy of Statements submitted by User and the correctness of rates and fees under this Agreement. All such records, books of account and other information required to be kept by any taxing authority ("Records") shall be open to inspection and examination by the Department of Finance of Town in order to allow the Town to determine compliance with the terms of this Agreement. The Town shall provide User with the option of having such audit conducted in a local business office of User where Records are maintained. In the event the Records are maintained outside Warren County, copies of the Records shall be sent to the Department of Finance upon written demand. The decision of the Town's Director of Finance shall be final in determining whether Statements comply with the terms of this Agreement.~~

~~5.—PAYMENTS~~

~~Due Date—Interest, Fees and Charges~~

~~A.—User shall pay for water and sanitary sewer services provided by Town.~~

~~B.—All payments on Accounts shall be due at Town's Department of Finance by the close of business within twenty (20) days of the date of billing. Accounts for which full payment is not received within twenty (20) days, are delinquent. The Director of Finance shall notify the User in writing of all such delinquencies. A late charge of two percent (2%) of the delinquent bill shall be charged to the delinquent Account.~~

~~C.—If the Account remains delinquent for ten (10) days after the original notice, an additional service charge of Twenty Dollars (\$20.00) shall be charged to the Account and interest shall commence accruing at the rate of interest permitted on omitted taxes and assessments under the "Underpayment Rate" established pursuant to § 6621(a)(2) of the Internal Revenue Code plus two percent.~~

~~D.—If such User does not pay the full amount of charges, penalty, and interest for water provided or cease such disposal within ten (10) days after the delinquent fees and charges charged for water or sewage disposal services are due, the Town's Director of Finance may issue a service termination notice and may cease supplying water~~

~~and sewage disposal services to User's premises thereto unless an officer of the Virginia Department of Health certifies that shutting off the water will endanger the health of the occupants of User's premises or the health of others. At least ten (10) business days prior to ceasing the supply of water or sewage disposal services, the Director of Finance shall provide the owner with written notice of such cessation. User shall have a right to request a hearing before the Finance Director during said ten (10) business day period to object to cessation of utility service, during which hearing said User may present evidence to support User's position as to why utility service ought not to be disconnected for cause.~~

- ~~E. A service charge will be required to reconnect services on an Account that has had Services terminated for non-payment. If the reconnection occurs during normal business hours, the reconnection fee shall be \$20.00 for the first time; 1st; \$30.00 for the second time; and \$40.00 for the third time. At all other times other than normal business hours, the reconnection fee shall be one and one-half (1½) the reconnection fee during normal business hours.~~
- ~~F. If the fees and charges charged for water service or the use and services of the Town's sewage disposal system by or in connection with User's Premises are not paid when due, the User shall, until such fees and charges are paid with such penalty and interest to the date of payment, cease to dispose of sewage or industrial waste originating from or on such real estate by discharge thereof directly or indirectly into the Town's sewage disposal system.~~
- ~~G. Such fees and charges, and any penalty and interest thereon, when unpaid as provided above, shall constitute a lien against the property, ranking on a parity with liens for unpaid taxes. A lien may be placed on the property by the Town when the owner of the Premises has been advised in writing that a lien may be placed upon the property if the owner of the Premises fails to pay any delinquent water and sewer charges when due as provided as above. Such written notice shall be provided at least 30 days in advance of recordation of any lien with a copy of the bill for delinquent water and sewer charges to allow the owner of the Premises a reasonable opportunity to pay the amount of the outstanding balance and avoid the recordation of a lien against the property. The lien may be in the amount of (i) up to the number of months of delinquent water or sewer charges when the water or sewer is, or both are, provided to the owner of the Premises; (ii) any applicable penalties and interest on such delinquent charges; and (iii) reasonable attorney fees and other costs of collection not exceeding 20 percent of such delinquent charges. In no case shall a lien for less than \$25 be placed against the property.~~

Place of Payment

~~Payments shall be made by: 1) mail to Department of Finance, 102 E. Main Street, P.O. Box 1560, Front Royal, Virginia 22630, 2) deposit at the deposit box in the rear of the Town Hall, 102 East Main Street, Front Royal, Virginia 3) delivery in person at the Town Hall, 102 East Main Street, Front Royal, Virginia or 4) delivery to a designated bank.~~

Allocation of Payments

~~User recognizes and accepts that during a delinquency in the payment for services, any subsequent payment received will be applied first against the most delinquent Account balance.~~

~~6. TERMINATION OF SERVICES FOR BREACH OR FAILURE TO PAY~~

~~Grounds for Termination of Service~~

~~Services may be terminated for User's failure to comply with any of the terms of this Agreement including failure to pay for services as agreed herein.~~

~~Notice~~

~~The Director will notify the User at User's billing address (_____) in writing of all delinquencies, failures to comply with the terms of this Agreement, imminent service termination, and the right to contest as set forth below. The foregoing notwithstanding, the Town reserves the right to terminate Services as provided by Section 134-43 of the Code of the Town of Front Royal, Virginia. Notice of imminent service termination may be posted on the door of the premise at the service location with the delinquent Account, unless User and Town have previously agreed in writing to a different arrangement as to such notice.~~

~~Disconnection of Service~~

~~If such User does not pay the full amount of charges, penalty, and interest for water provided or cease such disposal within Ten (10) days after the delinquent fees and charges charged for water or sewage disposal services are due, the Town's Director of Finance may issue a service termination notice and may cease supplying water and sewage disposal services to User's premises thereto unless an officer of the Virginia Department of Health Certifies that shutting off the water will endanger the health of the occupants of User's premises or the health of others. At least ten (10) business days prior to ceasing the supply of water or sewage disposal services, the Director of Finance shall provide the owner with written notice of such cessation. Notwithstanding the foregoing, no services shall be terminated prior to the date set by the Town for a contest hearing as set forth in paragraph 5-D., above.~~

~~Conditions for Reconnection of Service~~

~~Once terminated, services shall not be restored to User until the outstanding balance (service fee(s), penalty, interest and reconnection fee(s)) for that service location is paid in full, unless the Director of Finance has approved other arrangements for payment in full.~~

~~7. RETURNED CHECK POLICY~~

~~If a check for payment on the Account is returned to the Town by its bank unpaid for any reason, the Director of Finance shall notify the User in the same manner as provided above. Unless payment in full, plus a \$35.00 returned check service charge, is received by the Director by the close of business three days after the date of the notice, in addition to any rights allowed under State law, Services to the User's service location shall be terminated. If the User presents the Town with more than two (2) returned checks during any twelve (12) month period, payment by check, other than in the form of cashier's check or certified check, will no longer be accepted.~~

~~8. USE, INSTALLATION, AND INSPECTIONS~~

~~The User further agrees to the following conditions: (1) The User shall extend service via mains and/or laterals from the Town's existing mains, with no new main construction required by the Town; (2) Extension of mains and the easements necessary for their~~

~~installation and maintenance may be required to be dedicated and conveyed to the Town; such facilities and real property interests shall be accepted into the Town's system when they meet such standards and requirements as the Town may determine; (3) The User shall secure any necessary easement(s) for extension of laterals, with the easement(s) to include a clause allowing the Town to inspect the lines as required to ensure proper maintenance; (4) All construction must meet the Town's water and/or sewer construction standards; (5) The User bears the total cost of all extension; (6) The User shall pay the in-town water and/or sewer system development charges. If the User violates any of these conditions, the Town may terminate Services after written notice to the User. The User may contest the Town's Notice of Default by contacting the Town Manager within five business days of the notice. The Town Manager will immediately schedule a hearing on the User's claim that he is not in default. If the User's challenge is not successful, Services will be terminated.~~

~~9. RIGHTS OF WAY/EASEMENTS~~

~~User agrees to execute and convey, upon request of Town, any and all rights of way and/or easements in favor of Town, in recordable form, necessary to perfect in Town the right to place, maintain and inspect any mains, laterals, lines, pipes, valves, meters and other infrastructure over, under and/or across the property necessary to supply and bill for water and sewage services to User and User's tenants, if any. User agrees to pay the filing fee(s) for the recordation of any such rights of way and/or easements in the Circuit Court for Warren County. Any such filing fees will be billed to User.~~

~~10. UNENFORCEABLE PROVISIONS~~

~~In the event that, by act of the Virginia General Assembly, decision of any court of competent jurisdiction, or for any other reason beyond the control of Town, the provisions of this Agreement for payments in lieu of taxes as a component of the out-of-town rate for services is determined to be illegal, ultra vires or unenforceable, the parties to this Agreement further agree that the Town may immediately terminate Services to the User unless the parties to this Agreement agree on a legally permitted substitute fee in place of a payment in lieu of Town taxes as set forth in this Agreement. In the event that no such legal substitute is available, the Town may terminate this Agreement without cost or liability.~~

~~11. REPRESENTATIONS~~

~~By signing below, the User represents and certifies that User has read and fully understands this Agreement having had an opportunity to consult with legal counsel, that User is the owner of the premises to which this Agreement relates, that User agrees to comply fully with the terms of this Agreement, and that the individual executing this Agreement on behalf of User is an authorized signatory hereto.~~

~~USER~~

~~By: _____ DATE: ____/____/____~~

~~Member~~

~~Note: A certified corporate resolution, or equivalent, authorizing the above signatory to enter into this Agreement must accompany this Agreement.~~

~~STATE OF _____~~

~~COUNTY OF _____, TO-WIT:~~

~~I, _____, a Notary Public in and for the State of _____, do hereby certify that _____, whose name is signed to the foregoing Agreement, did this day personally appear and acknowledge the same before me in my State and County aforesaid. Given under my hand this _____ day of _____, 20__.~~

_____ My Commission Expires	_____ Notary Public
TOWN OF FRONT ROYAL, VIRGINIA	
By: _____ Town Manager	Approved as to form:
	_____ Town Attorney

134-31.1 WATER SERVICE RATES

C. The rates for water service usage furnished outside of the limits of the Town of Front Royal:

1. One hundred percent (100%) more than the in-town rates as provided above, for areas not in the "U.S. Routes 522/340 Corridor Area," or "Route 522 Corridor Area," or "Corridor Area," hereinafter, "Corridor Area," as described and defined in subparagraph (2) below.

2. a. In the "Corridor Area," commercial users ("Users") of Town water services shall pay to the Town a rate for services equal to the charge to in-Town commercial/industrial users, plus an amount substantially equivalent to the total amount of Town taxes and license fees that such user would pay if such user was located within the Town's corporate limits for the same or equivalent or similar activity. By February 1 each calendar year, user shall file with the Town a statement ("Statement") containing sufficient information for the Town to calculate an amount equivalent to what user's annual taxes or taxes collected and license fees would be if user were a Town commercial business. This amount shall then be divided into twelfths and such resulting amount shall be added to user's monthly bill for services.

~~2. a. In the "Corridor Area," commercial users ("Users") of Town water services shall pay to the Town a rate for services equal to the charge to in-Town commercial/industrial users, plus an amount in lieu of all of the taxes (less and except, however, the equivalent of the Town's meals and lodging taxes, as hereinafter set forth) and license fees the user would pay to the Town if user's premises, and all commercial activity thereon, or ancillary thereto, was located and occurring within the boundaries of Town, or "PILOT~~

~~fees" ("Payments In Lieu of [Town] Taxes fees"). The annual amount due shall include all such taxes (less and except, however, the equivalent of the Town's meals [food and beverage] and lodging taxes), and license fees, whether ordinarily imposed directly on the user and paid to the Town, or indirectly on user's customers, collected by user and paid to the Town, as if user was located within the Town. Such indirectly imposed taxes shall not include the Town meals (food and beverage) taxes and Town lodging taxes. By February 1 each calendar year, user shall file with the Town a statement ("Statement") of user's previous year's taxes in the following categories: (1) property taxes paid the County of Warren, Virginia; (2) gross receipts subject to a state sales tax, and business and professional occupational license taxes (excluding meals and lodging taxes collected); (3) a list of all automobiles for which license taxes were paid to Warren County; (4) any bank franchise tax paid on deposits in Warren County; and (5) any car rental tax paid. This information contained in the statement will be used to calculate an amount equivalent to what user's annual taxes or taxes collected and license fees would be if user were a Town resident or a Town business. This amount shall then be divided into twelfths and such resulting amount shall be added to user's monthly bill for services.~~

b. If a commercial user in the Corridor Area is new to Warren County, the information required in the statement above shall be estimated by the Town for purposes of determining the user's rate for the first year of services.

c. The Corridor Area was originally described and defined in the "Amendment to an Agreement Between the County of Warren and the Town of Front Royal Regarding the Provision of Water and Sewer Service by the Town in the U.S. Route 522/340 North Corridor and the Assumption of Full Service Funding and Responsibility by the County of Fire/Rescue, Parks/Recreation Operations and Animal Control Services," dated August 9, 1999, and as further ratified by "Final Order Validating and Affirming Voluntary Settlement Agreement Between the Town of Front Royal and the County of Warren," said Order entered into by the Circuit Court of Warren County, Virginia, dated December 13, 1999, Case No. CL97000225. The Corridor Area originally is described and defined as being that area north of the corporate boundaries of the Town of Front Royal, in Warren County, on both sides of U.S. Routes 522/340 North, extending to Crooked Run on the West side of U.S. Routes 522/340 North to the tracks of the Norfolk and Southern Railroad Company on the East side of U.S. Routes 522/340 North, and between the Interstate-66 Interchange to the South and State Route 661 (Fairgrounds Road) to the North. The Corridor Area has since been amended and expanded, by Voluntary Settlement Agreement between the Town of Front Royal and the County of Warren, to additionally include Crooked Run West, which contains current Warren County Tax Map Parcel Numbers 12 M 2 9 (11.22 ac), 12 M 2 10 (2.33 ac), 12 M 2 11 (53.93 ac), 12 M 2 12 (20.00 ac), 12 M 2 13 (30.43 ac), and 12 M 2 14 (29.94 ac), in total containing 147.85 acres, more or less, all of which are part of the Corridor Area.

d. Users in the Corridor Area, in order to use Town public water and sanitary sewer utility services, shall enter into with the Town, and be subject to, an Out-of-Town Water and

Sewage Service Agreement which contains provisions for payments in lieu of Town taxes and license fees "PILOT fees".. ~~which PILOT Fee Agreements shall be in substantially the following form:~~

~~TOWN OF FRONT ROYAL, VIRGINIA
OUT-OF-TOWN WATER AND SEWAGE SERVICE AGREEMENT
(Warren County Commercial/Industrial Freehold Users)~~

~~This Out-of-Town Water and Sewage Service Agreement ("Agreement"), is made this ___ day of _____, 20__, by and between the Town of Front Royal, Virginia ("Town") and _____ LLC ("User"), owner of commercial/industrial property commonly known as ___, located in the County of Warren, Virginia, being the same property conveyed to User by deed recorded in Deed Book _____, Page _____, as instrument # _____, of the land records of the Warren County Circuit Court, and identified as Warren County Tax Map Parcel No. 12L-5 ("property").~~

~~WHEREAS, the Town is authorized, pursuant to §§15.2-2119 and 15.2-2143 of the Code of Virginia, to operate outside of its boundaries, with the concurrence of the affected county; sewer services and water supply systems, and to contract for the use of such systems and services; and~~

~~WHEREAS, the Town operates sewer services and water supply systems outside of its boundaries and desires to contract to supply water and sewage services ("Services") to commercial and industrial users ("Users") located outside of its boundaries; and~~

~~WHEREAS, the County of Warren, Virginia, by separate agreement with the Town, concurs with the supplying of water and sewage services to such Users by the Town; and~~

~~WHEREAS, the User desires to obtain water and sewer services from the Town to its property via connection to the Town's service mains ("service location"); and to enter into an agreement containing the terms and conditions for the supplying of Services which satisfies the contract requirements of Section 134-31 of the Code of the Town of Front Royal, Virginia:~~

~~NOW THEREFORE, in consideration of Town Work Order No. _____, incorporated herein by this reference, creating a service location for User, and of providing Services to User and/or such other good and valuable consideration, receipt of which is hereby acknowledged, User agrees to the following, which shall be binding upon User and User's successors in interest, lessees, and assigns:~~

~~1. SERVICE ACCOUNT AND DEPOSIT~~

~~Account~~

~~Upon execution of this Agreement, The Town's Department of Finance will open a service billing account ("Account") for User's service location and shall bill User for usage of Services supplied to such service location as determined by metering at User's master meter. If User has tenants using Services supplied via the same service location, User's usage shall be reduced by the usage of such tenants provided that each of such tenants have separate Accounts with Town, with usage determined by separate metering via separate tenant sub meters.~~

~~Deposit Amount~~

~~User shall pay to Town a deposit ("deposit") to secure payment for Services. For an existing commercial/industrial service location at the property, the deposit required for Town Services shall be an amount equal to the highest monthly bill for that service location~~

~~during the preceding twelve (12) months of services, or two hundred and fifty dollars (\$250.00), whichever is greater.~~

~~For a newly created commercial/industrial service location at the property, the Town's Department of Finance shall establish the required deposit at an amount estimated to equal to the User's anticipated average monthly bill for Services.~~

~~Payment of Deposit, Interest and Refunds~~

~~Payment of the deposit is due upon the earlier of the execution of the Town's service work order or the execution of this Agreement and shall be held by Town in an interest-bearing account.~~

~~The deposit, plus any accrued interest, shall be refunded upon the closing of the Account in an amount equal to the deposit and accrued interest minus any amount deducted to satisfy User arrearages or other debts owing to the Town. Upon request of a refund, the Director of Finance shall first ensure that User does not have any debts owing to the Town. If the User is indebted to the Town, the Director of Finance will apply any refund toward satisfaction of these debts prior to the refund of any deposit balances to the User.~~

~~2. COMPLIANCE WITH LAW~~

~~User agrees to comply with all applicable ordinances of Town concerning Services, including, but not limited to, discharge standards, pretreatment of waste, system development charges, and agrees to accept all new rate schedules and fees that the Town Council of Town may from time to time establish and adopt.~~

~~3. OUT-OF-TOWN COMMERCIAL RATES AND FEES~~

~~User shall pay to the Town a rate for Services equal to the charge to in-Town commercial/industrial users, plus an amount in lieu of all of the taxes (less and except, however, the equivalent of the Town's meals [food and lodging] and lodging taxes), and license fees the User would pay to the Town if User's Premises, and all commercial activity thereon, or ancillary thereto, was located and occurring within the boundaries of Town ("PILOT fees" or "Payments In Lieu of [Town] Taxes fees"). The annual amount due shall include all such taxes (less and except, however, the equivalent of the Town's meals [food and lodging] and lodging taxes, and hereinafter set forth) and license fees, whether ordinarily imposed directly on the User and paid to the Town, or indirectly on User's customers, collected by User and paid to the Town, as if User was within the Town. Such indirectly imposed taxes shall not include the Town meals (food and beverage) tax and Town lodging tax. By February 1st each calendar year, User shall file with the Town a statement ("Statement") of User's previous year's taxes in the following categories as may apply to User: (1) property taxes paid the County of Warren, Virginia; (2) gross receipts subject to a state sales tax, and business and professional occupational license taxes; (3) a list of all automobiles for which license taxes were paid to Warren County; (4) any bank franchise tax paid on deposits in Warren County; and (5) any car rental tax paid. This information contained in the Statement will be used to calculate an amount equivalent to what User's annual taxes and license fees would be if User were a Town resident. This amount shall then be divided into twelfths and such resulting amount shall be added to User's monthly bill for services.~~

~~If the User is new to doing business in Warren County, the information required in the Statement above shall be estimated by the Town for purposes of determining the User's rate for the first year of services.~~

~~4.—VERIFICATION OF FEES~~

~~For three (3) years, User shall keep sufficient records to enable the Town to verify the accuracy of Statements submitted by User and the correctness of rates and fees under this Agreement. All such records, books of account and other information required to be kept by any taxing authority ("Records") shall be open to inspection and examination by the Department of Finance of Town in order to allow the Town to determine compliance with the terms of this Agreement. The Town shall provide User with the option of having such audit conducted in a local business office of User where Records are maintained. In the event the Records are maintained outside Warren County, copies of the Records shall be sent to the Department of Finance upon written demand. The decision of the Town's Director of Finance shall be final in determining whether Statements comply with the terms of this Agreement.~~

~~5.—PAYMENTS~~

~~Due Date—Interest, Fees and Charges~~

~~A.—User shall pay for water and sanitary sewer services provided by Town.~~

~~B.—All payments on Accounts shall be due at Town's Department of Finance by the close of business within twenty (20) days of the date of billing. Accounts for which full payment is not received within twenty (20) days, are delinquent. The Director of Finance shall notify the User in writing of all such delinquencies. A late charge of two percent (2%) of the delinquent bill shall be charged to the delinquent Account.~~

~~C.—If the Account remains delinquent for ten (10) days after the original notice, an additional service charge of Twenty Dollars (\$20.00) shall be charged to the Account and interest shall commence accruing at the rate of interest permitted on omitted taxes and assessments under the "Underpayment Rate" established pursuant to § 6621(a)(2) of the Internal Revenue Code plus two percent.~~

~~D.—If such User does not pay the full amount of charges, penalty, and interest for water provided or cease such disposal within ten (10) days after the delinquent fees and charges charged for water or sewage disposal services are due, the Town's Director of Finance may issue a service termination notice and may cease supplying water and sewage disposal services to User's premises thereto unless an officer of the Virginia Department of Health certifies that shutting off the water will endanger the health of the occupants of User's premises or the health of others. At least ten (10) business days prior to ceasing the supply of water or sewage disposal services, the Director of Finance shall provide the owner with written notice of such cessation. User shall have a right to request a hearing before the Finance Director during said ten (10) business day period to object to cessation of utility service, during which hearing said User may present evidence to support User's position as to why utility service ought not to be disconnected for cause.~~

~~E.—A service charge will be required to reconnect services on an Account that has had Services terminated for non-payment. If the reconnection occurs during normal business hours, the reconnection fee shall be \$20.00 for the first time; 1st; \$30.00 for the second time; and \$40.00 for the third time. At all other times other than~~

~~normal business hours, the reconnection fee shall be one and one-half (1½) the reconnection fee during normal business hours.~~

~~F. If the fees and charges charged for water service or the use and services of the Town's sewage disposal system by or in connection with User's Premises are not paid when due, the User shall, until such fees and charges are paid with such penalty and interest to the date of payment, cease to dispose of sewage or industrial waste originating from or on such real estate by discharge thereof directly or indirectly into the Town's sewage disposal system.~~

~~G. Such fees and charges, and any penalty and interest thereon, when unpaid as provided above, shall constitute a lien against the property, ranking on a parity with liens for unpaid taxes. A lien may be placed on the property by the Town when the owner of the Premises has been advised in writing that a lien may be placed upon the property if the owner of the Premises fails to pay any delinquent water and sewer charges when due as provided as above. Such written notice shall be provided at least 30 days in advance of recordation of any lien with a copy of the bill for delinquent water and sewer charges to allow the owner of the Premises a reasonable opportunity to pay the amount of the outstanding balance and avoid the recordation of a lien against the property. The lien may be in the amount of (i) up to the number of months of delinquent water or sewer charges when the water or sewer is, or both are, provided to the owner of the Premises; (ii) any applicable penalties and interest on such delinquent charges; and (iii) reasonable attorney fees and other costs of collection not exceeding 20 percent of such delinquent charges. In no case shall a lien for less than \$25 be placed against the property.~~

Place of Payment

~~Payments shall be made by: 1) mail to Department of Finance, 102 E. Main Street, P.O. Box 1560, Front Royal, Virginia 22630, 2) deposit at the deposit box in the rear of the Town Hall, 102 East Main Street, Front Royal, Virginia 3) delivery in person at the Town Hall, 102 East Main Street, Front Royal, Virginia or 4) delivery to a designated bank.~~

Allocation of Payments

~~User recognizes and accepts that during a delinquency in the payment for services, any subsequent payment received will be applied first against the most delinquent Account balance.~~

~~6. TERMINATION OF SERVICES FOR BREACH OR FAILURE TO PAY~~

Grounds for Termination of Service

~~Services may be terminated for User's failure to comply with any of the terms of this Agreement including failure to pay for services as agreed herein.~~

Notice

~~The Director will notify the User at User's billing address (_____) in writing of all delinquencies, failures to comply with the terms of this Agreement, imminent service termination, and the right to contest as set forth below. The foregoing notwithstanding, the Town reserves the right to terminate Services as provided by Section 134-43 of the Code of the Town of Front Royal, Virginia. Notice of imminent service termination may be posted on the door of the premise at the service location with the delinquent Account, unless User and Town have previously agreed in writing to a different arrangement as to such notice.~~

Disconnection of Service

~~If such User does not pay the full amount of charges, penalty, and interest for water provided or cease such disposal within Ten (10) days after the delinquent fees and charges charged for water or sewage disposal services are due, the Town's Director of Finance may issue a service termination notice and may cease supplying water and sewage disposal services to User's premises thereto unless an officer of the Virginia Department of Health Certifies that shutting off the water will endanger the health of the occupants of User's premises or the health of others. At least ten (10) business days prior to ceasing the supply of water or sewage disposal services, the Director of Finance shall provide the owner with written notice of such cessation. Notwithstanding the foregoing, no services shall be terminated prior to the date set by the Town for a contest hearing as set forth in paragraph 5.D., above.~~

Conditions for Reconnection of Service

~~Once terminated, services shall not be restored to User until the outstanding balance (service fee(s), penalty, interest and reconnection fee(s)) for that service location is paid in full, unless the Director of Finance has approved other arrangements for payment in full.~~

~~7.—RETURNED CHECK POLICY~~

~~If a check for payment on the Account is returned to the Town by its bank unpaid for any reason, the Director of Finance shall notify the User in the same manner as provided above. Unless payment in full, plus a \$35.00 returned check service charge, is received by the Director by the close of business three days after the date of the notice, in addition to any rights allowed under State law, Services to the User's service location shall be terminated. If the User presents the Town with more than two (2) returned checks during any twelve (12) month period, payment by check, other than in the form of cashier's check or certified check, will no longer be accepted.~~

~~8.—USE, INSTALLATION, AND INSPECTIONS~~

~~The User further agrees to the following conditions: (1) The User shall extend service via mains and/or laterals from the Town's existing mains, with no new main construction required by the Town; (2) Extension of mains and the easements necessary for their installation and maintenance may be required to be dedicated and conveyed to the Town, such facilities and real property interests shall be accepted into the Town's system when they meet such standards and requirements as the Town may determine; (3) The User shall secure any necessary easement(s) for extension of laterals, with the easement(s) to include a clause allowing the Town to inspect the lines as required to ensure proper maintenance; (4) All construction must meet the Town's water and/or sewer construction standards; (5) The User bears the total cost of all extension; (6) The User shall pay the in-town water and/or sewer system development charges. If the User violates any of these conditions, the Town may terminate Services after written notice to the User. The User may contest the Town's Notice of Default by contacting the Town Manager within five business days of the notice. The Town Manager will immediately schedule a hearing on the User's claim that he is not in default. If the User's challenge is not successful, Services will be terminated.~~

~~9.—RIGHTS OF WAY/EASEMENTS~~

~~User agrees to execute and convey, upon request of Town, any and all rights of way and/or easements in favor of Town, in recordable form, necessary to perfect in Town the right~~

~~to place, maintain and inspect any mains, laterals, lines, pipes, valves, meters and other infrastructure over, under and/or across the property necessary to supply and bill for water and sewage services to User and User's tenants, if any. User agrees to pay the filing fee(s) for the recordation of any such rights of way and/or easements in the Circuit Court for Warren County. Any such filing fees will be billed to User.~~

~~10. UNENFORCEABLE PROVISIONS~~

~~In the event that, by act of the Virginia General Assembly, decision of any court of competent jurisdiction, or for any other reason beyond the control of Town, the provisions of this Agreement for payments in lieu of taxes as a component of the out-of-town rate for services is determined to be illegal, ultra vires or unenforceable, the parties to this Agreement further agree that the Town may immediately terminate Services to the User unless the parties to this Agreement agree on a legally permitted substitute fee in place of a payment in lieu of Town taxes as set forth in this Agreement. In the event that no such legal substitute is available, the Town may terminate this Agreement without cost or liability.~~

~~11. REPRESENTATIONS~~

~~By signing below, the User represents and certifies that User has read and fully understands this Agreement having had an opportunity to consult with legal counsel; that User is the owner of the premises to which this Agreement relates; that User agrees to comply fully with the terms of this Agreement, and that the individual executing this Agreement on behalf of User is an authorized signatory hereto.~~

~~USER~~

~~By: _____ DATE: ____/____/____~~

~~Member~~

~~Note: A certified corporate resolution, or equivalent, authorizing the above signatory to enter into this Agreement must accompany this Agreement.~~

~~STATE OF _____~~

~~COUNTY OF _____, TO-WIT:~~

~~I, _____, a Notary Public in and for the State of _____, do hereby certify that _____, whose name is signed to the foregoing Agreement, did this day personally appear and acknowledge the same before me in my State and County aforesaid.~~

~~Given under my hand this _____ day of _____, 20__.~~

_____ My Commission Expires	_____ Notary Public
TOWN OF FRONT ROYAL, VIRGINIA	
By: _____ —Town Manager	Approved as to form: _____ Town Attorney

This ordinance shall become effective upon passage.

APPROVED:

Lori A. Cockrell, Mayor

ATTEST:

Hillary Wilfong, Deputy 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: _____