



TOWN COUNCIL REGULAR WORK SESSION

Monday, May 11 @ 7:00 PM

Town Hall Conference Room

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

1. Roll Call
2. PUBLIC HEARING
 - a. FY 26-27 Proposed Annual Appropriation Ordinance
3. PRESENTATION on Alternative Water Source Options
4. NEW BUSINESS
 - a. Water Tank Maintenance Service Program- M. Campbell
 - b. Purchase of Replacement Bucket Truck for Department of Energy- M Campbell
5. UNFINISHED BUSINESS
 - a. Zoning Text Amendments to Town Code §175-3-Definitions, to define Data Centers and Town Code §175-64 – Statement of Intent Industrial Employment District (I-2) to add Data Centers with Performance Standards by Special Use Permit
6. CLOSED MEETING
7. ADJOURN



REGULAR COUNCIL MEETING AGENDA STATEMENT

Meeting Date: May 11, 2026

Item# 2A

Agenda Item: PUBLIC HEARING – Receive Public Comment on the Proposed Annual Appropriation Ordinance (Budget) for Fiscal Year 2026-2027

Summary: Council is requested to receive public comment on the Town’s proposed annual appropriation ordinance (Budget) for fiscal year 2026-2027

The Council will vote to adopt the proposed FY26-27 appropriation ordinance at the May26th Meeting

Budget/Funding: None

Meetings: Work Sessions held April 6 and April 13,2026

Proposed Motion: No action is required

Moved _____ *Seconded* _____

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

ANNUAL APPROPRIATION ORDINANCE OF THE TOWN OF FRONT ROYAL, VIRGINIA FOR THE FISCAL YEAR ENDING JUNE 30, 2027 TO MAKE APPROPRIATIONS OF SUMS OF MONEY FOR ALL NECESSARY EXPENDITURES, TO PRESCRIBE THE PROVISOS, TERMS, CONDITIONS, AND PROVISIONS WITH RESPECT TO THE TERMS OF APPROPRIATION AND THEIR PAYMENTS, AND TO REPEAL ALL ORDINANCES WHOLLY IN CONFLICT WITH THIS ORDINANCE AND ALL PARTS OF ALL ORDINANCES INCONSISTENT WITH THIS ORDINANCE TO THE EXTENT OF SUCH INCONSISTENCY.

WHEREAS, under §15.2-2503 of the Code of Virginia, and pursuant to The Code of the Town of Front Royal, Virginia, the Town of Front Royal (the “Town”) must adopt a budget for fiscal year 2026-2027 before July 1, 2026; and,

WHEREAS, on _____ 2026, the Town Council of the Town (the “Council”) conducted a public hearing for citizen comment on the proposed budget after publication of a budget synopsis in accordance with §15.2-2506 of the Code of Virginia; and,

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

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

NOW, THEREFORE, be it ordained by the Council of the Town of Front Royal, Virginia that the following sums of money are hereby appropriated for the general government purposes herein specified for the fiscal year ending June 30, 2027.

GENERAL FUND EXPENDITURES

General Government	554,615
Financial Administration	1,601,020
Legal	488,760
Law Enforcement Services	6,655,980
General Property Maintenance	1,748,575
Planning & Zoning	777,665
Community Development/Special Events/Tourism	497,445
Risk Management/Insurance	1,266,105
Economic Development	68,070
Information Technology	697,985
Transfers/Debt Services/Contingency Reserve	1,125,810
TOTAL GENERAL FUND EXPENDITURES	15,482,030

STREET FUND EXPENDITURES

Public Works	679,660
State Highway Maintenance System	2,900,000
TOTAL STREET FUND EXPENDITURES	3,579,660

SPECIAL REVENUE FUND

Community Development/Special Projects	458,370
<u>Asset Forfeiture</u>	<u>12,000</u>
TOTAL SPECIAL REVENUE FUND EXPENDITURES	470,370

and the following sums of money are hereby appropriated for the enterprise operations specified for the year ending June 30, 2027.

ELECTRIC FUND EXPENDITURES

Operations	3,293,950
Purchase of Bulk Electricity	17,638,790
<u>Transfer to General Fund</u>	<u>2,234,000</u>
TOTAL ELECTRIC FUND EXPENDITURES	23,166,740

WATER FUND EXPENDITURES

Administrative Office	215,455
Water Plant Operations	2,578,565
Maintenance of Lines	1,769,055
Meter Reading	130,115
Debt Service	963,005
<u>Contingency & Transfers to Other Funds</u>	<u>600,000</u>
TOTAL WATER FUND EXPENDITURES	6,256,195

SEWER FUND EXPENDITURES

Administrative Office	215,425
Wastewater Treatment Plant Operations	3,223,100
Maintenance of Lines	1,047,555
Debt Service	1,968,880
<u>Contingency and Transfers to Other Funds</u>	<u>1,185,000</u>
TOTAL SEWER FUND EXPENDITURES	7,639,960

REFUSE FUND EXPENDITURES

Operations	1,737,155
<u>Contingency and Transfer to General Fund</u>	<u>190,000</u>
TOTAL REFUSE FUND EXPENDITURES	1,927,155

TOTAL ALL FUNDS EXPENDITURES	58,522,110
-------------------------------------	-------------------

REVENUES TO BE PROVIDED AS FOLLOWS
GENERAL FUND

Real Estate Property Tax	1,680,080
Public Service Property Tax & Tax Penalties	73,850
Personal Property Tax	851,470
Other Local Taxes	8,069,730
Permits and Fees	79,400
Fines and Forfeitures	195,925
Revenue from Use of Money and Property	238,660
Public Rights-of-Way Use Fee	2,430
Intergovernmental	697,840
Interfund Transfers:	
Electric Fund	2,060,000
Water Fund	600,000
Sewer Fund	700,000
Refuse Fund	190,000
<u>Miscellaneous Receipts</u>	<u>42,645</u>
TOTAL GENERAL FUND REVENUE	15,482,030

STREET FUND

State Highway Maintenance Funds	2,892,290
Revenue from Use of Money and Property	115,760
<u>Transfers from General Fund</u>	<u>571,610</u>
TOTAL STREET FUND REVENUE	3,579,660

SPECIAL REVENUE FUND

Asset Forfeiture Grant Funding	12,000
<u>Community Development</u>	<u>458,370</u>
TOTAL SPECIAL REVENUE FUND	470,370

ELECTRIC FUND

Revenue from Use of Money & Property	406,165
Connection Fees	239,600
Sale of Service	22,488,825
<u>Miscellaneous Receipts</u>	<u>32,150</u>
TOTAL ELECTRIC FUND REVENUE	23,166,740

WATER FUND

Revenue from Use of Money and Property	267,665
Antenna Rentals	89,685
Sale of Service and Commodities	5,713,265
System Development Connection Fees	167,580
<u>Miscellaneous Receipts</u>	<u>18,000</u>
TOTAL WATER FUND REVENUE	6,256,195

SEWER FUND

Revenue from Use of Money and Property	267,665
Sale of Services and Commodities	6,903,935
System Development Fees/Connection Fees	317,860
<u>Miscellaneous Receipts</u>	<u>150,500</u>
TOTAL SEWER FUND REVENUE	7,639,960

REFUSE FUND

Revenue from Use of Money and Property	115,635
<u>Sale of Services/Bags/Other</u>	<u>1,811,520</u>
TOTAL REFUSE FUND REVENUE	1,927,155

TOTAL ALL FUNDS REVENUES	58,522,110
---------------------------------	-------------------

This ordinance shall become effective July 1, 2026.

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 April 29 and May 4, 2026.

Approved as to Form and Legality:

George M. Sonnett, Jr., Town Attorney

Dated: _____



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: May 11, 2026

Item# 3

Agenda Item: Presentation on Alternative Water Source Options

Summary: In February 2025, the Town's environmental engineering firm, C.H.A. Consulting, provided Town Council with an update regarding alternative water source options the Town may want to consider. CHA will present recent findings regarding options for a potential alternative water source option.

Budget/Funding: N/A

Staff Recommendation: Staff recommends for Council to discuss any questions/concerns regarding options for an alternative water source and provide staff with direction if Council would like to obtain estimates for continuing with next steps.



Town of Front Royal Quarry Water Source Evaluation



Alternative Sources

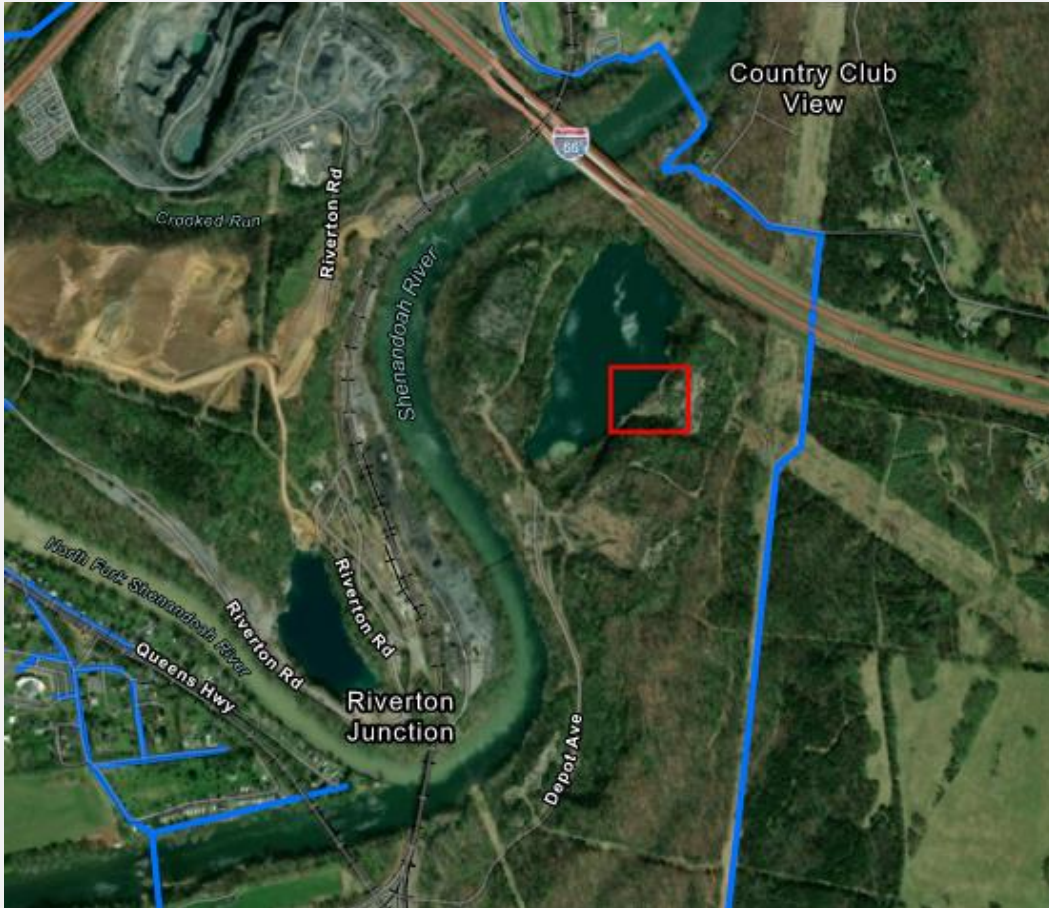
Quarry



- Site Characteristics
 - Proximity to Distribution System
 - Site Access
- Source Characteristics
 - Sampling
 - Yield
- Withdrawal Option Evaluation
 - Option 1: Pump to Existing WTP
 - Option 2: Onsite Treatment

Alternative Sources

Quarry



- Proximity to Existing System
 - less than 1,000 feet from existing transmission main.
- Site Access
 - Abandoned quarry roads provide access to proposed site from Depot Ave.

Alternative Sources

Quarry

Constituent	Measured Value	MCL / SMCL Limit
Barium	26.9 µg/L	2 mg/L
Chloride	37.3 mg/L	250 mg/L (SMCL)
Fluoride	0.10 mg/L (estimated)	4 mg/L
Sulfate	45.2 mg/L	250 mg/L (SMCL)
Nitrate	0.14 mg/L	10 mg/L
Atrazine	0.016 µg/L (estimated)	0.003 mg/L
Gross Beta	0.823 ± 0.602 (1.22) pCi/L	4 mrem/year (~50 pCi/L)
Radium-226	0.000 ± 0.027 (0.490) pCi/L	Included in Total Radium
Radium-228	0.622 ± 0.390 (0.765) pCi/L	Included in Total Radium
Uranium-238	0.577 ± 0.250 (0.072) pCi/L	30 µg/L (~20.1 pCi/L)
Total Radium	0.622 ± 0.597 (1.26) pCi/L	5 pCi/L

- Sampling
 - One sample was taken from surface water near proposed site.
 - No results of initial sampling disqualify the quarry as a viable source.
- Assumed Yield
 - Conservative yield of 1.0 MGD, based on average pumping rate in active quarry on opposite side of river.

Options to Incorporate Quarry Water into Distribution System

Option 1: Pump to Existing WTP

- Minimal infrastructure required
- ~20,000LF of water main required
- 2 Railroad crossings
- 1 Stream crossing
- Permitting and easement costs

Option 2: Onsite Treatment

- ~2,000LF of water main required
- Discharges directly into distribution system
- Minimal easements/land acquisition required
- Multiple structures for treatment facility and booster station

Questions?





COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: May 11, 2026

Item# 4A

Agenda Item: Water Tank Maintenance Service Program

Summary: Council is requested to award a contract to Southern Corrosion, Inc., of Roanoke Rapids, NC, to provide annual inspections, washouts, renovations, and repairs for the Town's four water tanks, in the amount of \$127,722.00.

The water tanks to be serviced are:

- 1,000,000 Gallon Route 522 Hydropillar Water Tank
- 3,000,000 Gallon Guard Hill Ground Storage Water Tank
- 3,000,000 Gallon Route 55 Ground Storage Water Tank
- 100,000 Gallon 4H Ground Storage Water Tank

The Town will be using cooperative contracting utilizing the Town of Wytheville, Va. 2025-04 RFP Professional Tank Maintenance Services Contract, as the method of procurement.

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

9601-43005 Water Plant – Maintenance Service Contracts \$127,722.00

Staff Recommendation: Staff recommends for Town Council to award as presented.

Memo



Town of Front Royal Public Works

TO: Michelle Campbell, Purchasing Manager
FROM: Matthew McDunn, Water Treatment Plant Manager
CC: Robert Boyer, Public Works Director; BJ Wilson, Asst. Town Manager/Director of Finance
DATE: 5/5/2026
RE: Award of tank maintenance contact – Southern Corrosion

The Water Treatment Plant recommends awarding a contract to Southern Corrosion to provide a maintenance program for the Town's water storage tanks throughout the water system. We feel that Southern Corrosion can meet the needs of the Town better than the past vendors. Southern Corrosion provides good quality service, and their customer service has been excellent so far, we feel this is the best option moving forward.

Funding is available in the Water Plant's budget, code 9601-43005, Maintenance Service Contracts.

Matthew McDunn, Manager of Water Treatment

Robert Boyer, Director of Public Works



Engineered Tank Care Proposal for the Town of Front Royal, Virginia

May 4, 2026





THE SOUTHERN CORROSION Story

Southern Corrosion, Inc. was founded in 1983 with a new vision for the care and maintenance of water tanks...a vision founded in the principles of engineering, superior workmanship, and outstanding customer service.

We create customized tank maintenance programs that provide better asset management, better cash flow, and better value for tank owners throughout the Mid-Atlantic and Southeast.

ENGINEERED TANK CARE™

Our programs are designed and approved by on-staff engineers. We focus on tank life and appearance, water quality, and a level of care and attention to detail that is unequalled in our industry. When a tank enters our Engineered Tank Care program, we are fully vested in the life and future of that tank. It's all about maximizing water tank life, keeping tanks looking their absolute best, and making tank management cost-effective, simple, and worry-free.

DEPENDABLE, EXPERT TANK CARE

From the initial inspection through the creation and implementation of each custom program, our customers have come to expect superior service and consistent results. We have our own, dedicated crews strategically located throughout our regions and sales representatives that live in the areas they service. We're proud to call our customers friends and neighbors.

You'll know exactly what your tank maintenance is going to cost, when maintenance will be performed, and why it is needed. We work with our customers to make sure that every aspect of their plans fit with their needs and budgets. No surprises. No hidden costs. We take pride in every tank in our program.

Our Engineered Tank Care services include:

- Painting, Restoration, and Repair
- Inspections and Washouts
- Engineered Tank Care™ Maintenance Plans
- Elite Inspections & Maintenance
- Cell Antenna Engineering Analysis





JIM SKILTON, *President*

Jim has been climbing water towers since he was 15 years old, working for his dad Harry Skilton's company in New Jersey. Essentially, Jim has been climbing water towers before he could drive! Jim joined Southern Corrosion in 1985 and became President in 1989. In 2006, Jim's Dad retired and sold Southern Corrosion to Jim and his former business partner's son Elbert Basolis. Jim believes in treating our customers like family. We are dedicated to communicating and coordinating with our customers in every interaction. Jim graduated from the University of Delaware with a BS in Business Administration and a MBA from Campbell University. Jim teaches Engineered Tank Care™ seminars and continuing education classes. When Jim is not working, you can find him traveling, shooting sporting clays, going to the horse races and enjoying Lake Life!



ELBERT BASOLIS, *Co-Owner*

Elbert Basolis is an expert in temporary water tank solutions and co-owner of Southern Corrosion. He is also CEO of Garrison Enterprises, a mechanical contracting company serving the water industry, an owner or active participant in at least six other complementary industrial businesses, and the Co-Chairman of the Board of Yardville National Bank, NA, which was recently purchased by PNC bank. Elbert splits his time between his home in New Jersey and his North Carolina based offices.



ED SOLTIS, *Operations Manager*

Since 1984, Ed has been working on water towers. Ed Soltis is a certified NACE Level 1 coatings inspector and a SSPC C3 Supervisor for Deleading Industrial Structures. He specializes in surface preparation, water tower painting and minor repairs. He has been Southern Corrosion's Manager of Operations since 2008.



RYAN LUCY, *Area Representative*

Ryan, a graduate of Hampden-Sydney College joined the Southern Corrosion family in 2016 as a coatings inspector. He brings more than a decade of experience in business development and customer service to the team, proudly serving clients in the Mid-Atlantic and Northern territories for the company. Ryan is an AMPP credentialed Level 2 Certified Coatings Inspector and a certified trainer in Engineered Tank Care™ water tank maintenance.



TOM DELBRIDGE, *Area Representative*

For over 40 years, Tom has worked in Public Utilities. He also has been the Superintendent of a Class 2 Water Treatment Plant in the State of Virginia for the past 32 years. Tom has a Virginia Class 1 Water Works License and a Backflow Prevention Device Worker License issued by DPOR. He has served on the Virginia Rural Water Association Board of Director since 1995. He is currently representing the State of Virginia as its National Director for National Rural Water Association and serves on the Executive committee for National Rural Water.



KENNY KEEL, *Engineer*

Kenny has over 32 years of experience in management, O&M, design, and improvement of water and wastewater systems. From 1999 to 2017 he was the Town Engineer/Utilities Director for the Town of Hillsborough, followed by 5 years as Utilities Director in Pender County, and he completed his government service with Harnett Regional Water in 2025. He also spent 7 years in private consulting, designing and managing a wide variety of water and wastewater projects. Kenny is a licensed Professional Engineer in NC, licensed building contractor, and holds multiple certifications in water and wastewater operations. He holds a Bachelor of Science in Civil Engineering from NC State University, was on the Board of Directors of the NC Rural Water Association for 10 years and is a Fellow of the Professional Engineers of NC.



DANIEL WILSON, *Engineer*

Daniel has over 25 years of experience in the water and wastewater industry. A Professional Engineer licensed in 13 states, he previously served as CEO and Executive Director of the NC Rural Water Association from 2007 to 2021. Prior to that he has worked in local government utilities and as a consultant. Daniel is a certified AMPP/NACE level 2 coating inspector and a Certified Association Executive and holds advanced level certifications in water and wastewater operations. He also holds a Bachelor of Science in Civil Engineering from UNC Charlotte and a Masters in Business Administration from East Carolina University. Along with his work with customers in eastern South Carolina, he also presents regularly at industry conferences and training events on a variety of technical, managerial and financial topics.



738 Thelma Road
Roanoke Rapids, NC 27870
P: 800-828-0876 | F: 252-535-3215
SCI@TANKCARE.NET
TANKCARE.NET



SOUTHERN CORROSION Testimonials

"As a small utility, we are constantly looking for ways to cut costs without compromising compliance or the services we offer our customers...Southern Corrosion demonstrated exceptional customer service, responded quickly, scheduled the repairs at a time convenient to us and delivered on their promise. We are excited about the opportunity to work with Southern Corrosion and hope the relationship lasts for years to come!"

PAMELA BAUGHAM, *General Manager*
Louisa County Water Authority in Louisa, VA

"We are incredibly pleased with the service we receive. Southern Corrosion keeps our water tanks in tip-top condition."

TRAVIS MARBURY
Magee's Creek Water Association in Tylertown, MS

"The customer service has been second to none, the quality of work received has been top notch, and they have always made sure that our needs have been met and our tanks maintained to their best shape... I look forward to continuing as a satisfied customer for many years to come."

JEREMY RANDALL, *General Manager*
Montmorenci-Couchton Water & Sewer District Inc. in Aiken, SC

"They know what they are doing, and you can't get a better value for your dollar."

STEVE HAMILTON
Wayne County Sanitary Districts in Goldsboro, NC

"Small municipalities, like ours, need help keeping our water storage tanks maintained, fully operational and compliant. Southern Corrosion has provided the Town of Ridgely, Maryland with excellent service and guidance that is helping to maximize the life of our water tank. We highly recommend Southern Corrosion for all of your water tank needs."

DAVID CRIST, *Director of Public Works*
Ridgely, MD

“Southern Corrosion has been maintaining our tanks for over ten years now. I have been very impressed by the crews performing our washouts and coating system. Those guys work very efficiently and go the extra mile from others I have worked with. They maintain a good-looking jobsite during the process of applying the interior or exterior coating system. They are always conducting themselves in a professional manner and communicate their progress to our designated contact person. Always great to work with. Recommend them highly.”

ALAN JOHNSON, *Division Director of Water & Wastewater Treatment*
Danville, VA

“We signed with Southern Corrosion in 2018 and would not hesitate to recommend their company. They are readily available for any questions or concerns. Both the sales staff and labor employees are great to work with. With the company’s suggested ten year maintenance schedule the town can feel confident that our tank meets the standards that our residents deserve.”

CINDY MCFARLANE
Town of Vienna, MD

“We’ve been Southern Corrosion customers for many years. They do a wonderful job of maintaining our water tanks and respond instantly if there’s an emergency.”

MACON ROBERTSON
Warren County, NC

“I would recommend Southern Corrosion for anybody’s water tank maintenance needs.”

PATRICK MCBRAYER
Ecu, MS

“Southern Corrosion has been doing tank maintenance for the Benedictine School for years. Their professional commitment and quality of their workmanship are outstanding. Great Company.”

CARLTON PIPPIN, *Facilities Manager, Maintenance*
Benedictin in Ridgely, MD

“The service provided by Southern Corrosion has been professional and valuable to the Authority... Southern Corrosion has made keeping our tanks safe, secure, and in compliance with regulations an easy process.”

JOHN RYBA, *Operations Manager*
Township of Falls Authority in Fairless Hills, PA



SOUTHERN CORROSION Testimonials

"Iron and manganese continue to be a maintenance item for our community water system as it is for many systems in eastern North Carolina. Residents and visitors alike want water that tastes good, smells good, and looks good, but we both know what can happen if our tanks are not properly maintained like our treatment facilities and distribution systems...We appreciate the work you do and the services you provide. Your kind of work isn't for everyone...However, we are fans of yours and simply want to be sure it is acknowledged."

DAVID M. TAWES, *Director*
Chowan County Water Department in Edenton, NC

"I'm always very satisfied with their work."

WILL TEASTER
Brown's Creek Water Association in Union, SC

"We signed with Southern Corrosion in 2018 and would not hesitate to recommend their company. They are readily available for any questions or concerns. Both the sales staff and labor employees are great to work with. With the company's suggested ten year maintenance schedule the town can feel confident that our tank meets the standards that our residents deserve. We have developed a good rapport with Southern Corrosion, Inc. over the last five years."

EDUARDO GONZALES, *Assistant Director Public Works & Engineering*
Homestead, FL

"...Also to let you know, your work on our water tower has even impressed the town citizens on how neatly and professionally your work has been and all the local people I have had the opportunity to meet through my working paths have said nothing but great things and how well your team has done. They love your work – after all, it is "their" water tower!"

STEVE CALLAHAN, *Superintendent, Water and Wastewater Treatment*
Towne of Trappe, MD



ENGINEERED TANK CARE Service

Southern Corrosion Inc.'s Engineered Tank Care Service offers comprehensive coverage for your tank maintenance needs. The purpose of the service is to extend the life of your tank(s) and their existing coatings for as long as possible. The service includes corrosion protection, repairs, painting, regularly scheduled inspections, and a guaranteed emergency response time. The service does not include tasks associated with the operation of the water system, installation or repair of underground piping, any structures that are not part of the tank, any electrical work, telemetry, cutting the grass around the tank(s), or fence maintenance. The service does not include additional modifications to the tank beyond the tank's existing configuration unless included in the specifications of our proposal. The service can include maintenance on the cathodic protection system if the tank(s) is/are equipped with cathodic protection, and you request this to be included in the service.

As a part of the service, we provide a detailed schedule of exactly what services will be performed in each year. Also included is an emergency response service that will guarantee a response time to emergency situations that threaten the immediate use of the tank.

The maintenance service term is based on a mutually agreeable time duration (ie. perpetual). Annual premiums can be structured monthly, quarterly, or annually. Pick terms that best suit your needs. Also, the service can be canceled up to 60 days prior to the renewal date for the next year's service.

THE SERVICE PREMIUM QUOTE COVERS:

1. Emergency Service
2. Regularly scheduled interior washouts when applicable.
3. All interior & exterior cleaning, painting, and repairs.
4. Maintenance and upkeep of the tank.
5. Planning & budgeting for both short-term & long-term maintenance needs.



"We have been in a maintenance program with SCI since 2013 and are very pleased with their workmanship and productivity...I value the corporate stability and family values exhibited by Southern Corrosion and highly recommend their services."

• Mark Estes •
EXECUTIVE DIRECTOR • HALIFAX COUNTY SERVICE AUTHORITY
SOUTH BOSTON, VA



INSURANCE

The sample insurance certificate enclosed provides you with an example of the insurance coverage we will provide the Customer. We intend to renew our policies at the same coverage levels indicated on the sample certificate. For your further protection, we will supply you with a pollution liability insurance policy that protects you from lead contamination claims. For more than 10 years, general liability insurance policies have specifically excluded coverage for contamination claims. To insure for the liability of improper job site handling of hazardous wastes, you need this insurance. This insurance is provided at no extra cost. Our prices do not include the cost of supplying performance and payment bonds. If this is required, our bonding company is the Great American Insurance Company, of Cincinnati, Ohio. For Southern Corrosion, Inc. to provide these bonds, please add 3% to all service premiums quoted. If provided, the bonds will be renewed annually, after the cancellation period for the next year's service has expired.

VISUAL & WASHOUT INSPECTIONS

Tank(s) will be visually inspected annually. The annual visual inspections have three basic purposes. First, functional items such as the safety of ladders, the continued operation of float gauges, and the absence or damage of structural items such as sway rods, struts, etc. can continually be monitored.

Second, the coating system can be visually evaluated for the presence or absence of coating breakdown or surface holidays. This provides evidence of the rate of deterioration of the coating system, an important item in determining recoating cycles for the tank, as well as arresting any steel corrosion before it reduces the effective structural steel thickness.

Third, access can be controlled, especially unauthorized access. Graffiti, vandalism, and the presence or absence of locked hatches and ladder gates confirm the security level of the tank site.

Additionally, as scheduled, a washout inspection will be performed. A washout inspection includes draining the tank, removing all sediment and debris, and a complete visual inspection of both the interior and exterior. All findings will be documented in a bound inspection report, annotated with photographs for detailing conditions.

Any corrective maintenance needed will be added to the maintenance schedule.

CORROSION PROTECTION & PAINTING

Our maintenance service schedule will detail exactly what maintenance painting will be performed during regularly scheduled intervals.

"Southern Corrosion has supported our elevated water tower and ground water storage tank needs since 2016. They have provided tank interior / exterior refinishing and annual inspections and maintenance. We are pleased with the level of service they provide, and appreciate their honest evaluations and recommendations."

• Darren Keller •

MANAGER, FACILITIES • CURTISS-WRIGHT • CHESWICK, PA

REPAIRS

Our maintenance service schedule will detail exactly what repairs will be performed during regularly scheduled intervals.

EMERGENCY RESPONSE

Emergencies that threaten the immediate use of the tank will be responded to within the response time specified. The response referred to is for the purpose of our assessment of the emergency situation. If possible, repairs will be completed during the initial response. These emergency repairs are included in the maintenance service.

AESTHETICS

Feel free to consult with us concerning alternative exterior finish coat color schemes and logos. These items can be included in the original agreement or can be added to the service.

SAFETY

If needed, the service can include alterations necessary to bring the tank into compliance with current OSHA regulations or AWWA standards.

GRAFFITI

The service includes the coating over or removal of graffiti one time each year, if required. Removing or overcoating graffiti is not normally considered an emergency response; it is a scheduled event. If graffiti appears, we will review the security of the tank site involved, and additional measures may need to be addressed by the Owner, if it is desired to continue this protection.



FUTURE ANTENNA INSTALLATION

Many tank owners choose to defer water tank maintenance costs by leasing their tanks to cellular phone providers or other communication companies. Such additions can increase future tank maintenance costs if not designed properly. Under this contract, we will review the installation plans for any antenna installations to eliminate damage and future maintenance costs to your tank(s) and provide a post installation inspection to ensure that installation conforms to the approved installation plans.

EXISTING CONDITIONS

This service proposal is based upon the actual structural conditions found on your tanks at the time of the proposal. Any additions or changes by the Owner (i.e. Antenna installation, sign lighting, etc.) may affect the maintenance costs included in this service. We reserve the right to re-evaluate or modify this contract if such a change takes place. (Also see "Future antenna installation")

ELECTRICAL & ANTENNA TRANSMISSION HAZARDS

Our proposal is based upon the Owner deactivating, or otherwise making safe, any electrical wires or connections to any tank. OSHA requires that our personnel work at least 15 feet from any "live" electrical hazards. When applicable, we will protect any antennas and have assumed that the Town will verify that harmful microwave transmissions do not emanate from any such antennas during our work.

ACCESS TO RECORDS

Our customer records are maintained in a cloud based data system that is accessible from a desktop computer, notepad, or smartphone. The records maintained include a copy of the contract, recent inspection reports, and schedule of work. The system we use is also used by Volvo, Deloitte, the National Football League (NFL), Sony, Time Warner Cable, Sotheby's and others.

"I would like to send out a big thank you to Southern Corrosion of Roanoke Rapids, North Carolina...They did an outstanding job and I was really impressed with how fast the issue was addressed."

• Frank Davis •
ADMINISTRATOR • CAMPBELL COUNTY, VA UTILITIES



Date: May 4, 2026
Customer: Town of Front Royal, VA
Tanks: 1,000,000 Gallon Route 522 Hydropillar Water Tank
3,000,000 Gallon Guard Hill Ground Storage Water Tank
3,000,000 Gallon Route 55 Ground Storage Water Tank
100,000 Gallon 4H Ground Storage Water Tank

YEAR 1 - 2026

▶ 1,000,000 Gallon Route 522 Hydropillar Water Tank

Visual inspection and repairs uncovered through inspection.

1. Exterior Roof Painting:

- a. Pressure wash all exterior roof surfaces using 4,000 psi pressure washers or higher.
- b. Clean all rusted areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool cleaning.
- c. Apply one spot prime coat of an epoxy-mastic primer to all exterior bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- d. Apply one full finish coat of polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.

2. Wash-out Interior Wet and Touch-Up:

- a. Owner to have the tank drained.
- b. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- c. Clean all rusted areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool cleaning.
- d. Apply one spot coat of a 100% solids epoxy to all cleaned areas.
- e. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

3. Interior Dry Touch-Up of Tank Bowl and Access Tube:

- a. Pressure wash all surfaces using 4,000 psi pressure washers or higher.
- b. Clean all rusted areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool cleaning.
- c. Apply one full prime coat of an epoxy-mastic primer to all interior dry tank bowl and access tube surfaces at 2.5 to 3.5 mils dry film thickness.
- d. Apply one full topcoat of an epoxy-mastic primer to all interior dry tank bowl and access tube surfaces at 2.5 to 3.5 mils dry film thickness.

4. Repairs:

- a. Remove the rigid rail fall prevention system from all interior dry and interior wet ladders.
- b. Install new cable style fall prevention systems to all ladders.

▶ 3,000,000 Gallon Guard Hill Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.



1. Repairs:

- a. Caulk any hole covers on the exterior of the roof that have exposed openings.

▶ 3,000,000 Gallon Route 55 Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.

1. Repairs:

- a. Replace the existing roof vent assembly with a new aluminum frost-free style vent assembly.
- b. Apply caulk to the gap between the tank base and foundation to seal any voids.

▶ 100,000 Gallon 4H Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.

1. Repairs:

- a. Replace the existing roof vent assembly with a new aluminum frost-free style vent assembly.

YEAR 2 - 2027

▶ 1,000,000 Gallon Route 522 Hydropillar Water Tank

Visual inspection and repairs uncovered through inspection.

▶ 3,000,000 Gallon Guard Hill Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.

▶ 3,000,000 Gallon Route 55 Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.

▶ 100,000 Gallon 4H Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.

YEAR 3 - 2028

▶ 1,000,000 Gallon Route 522 Hydropillar Water Tank

Visual inspection and repairs uncovered through inspection.

▶ 3,000,000 Gallon Guard Hill Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.

▶ 3,000,000 Gallon Route 55 Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

- a. Owner to have the tank drained.
- b. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- c. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

▶ 100,000 Gallon 4H Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.

YEAR 4 - 2029

▶ 1,000,000 Gallon Route 522 Hydropillar Water Tank

Visual inspection and repairs uncovered through inspection.

▶ 3,000,000 Gallon Guard Hill Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.



1. Repaint Exterior:

- a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b. Clean all rusted areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool cleaning.
- c. Apply one spot prime coat of an epoxy-mastic primer to all exterior bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- d. Apply one full finish coat of polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.

▶ 3,000,000 Gallon Route 55 Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.

▶ 100,000 Gallon 4H Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.

YEAR 5 - 2030

▶ 1,000,000 Gallon Route 522 Hydropillar Water Tank

Visual inspection and repairs uncovered through inspection.

▶ 3,000,000 Gallon Guard Hill Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

- a. Owner to have the tank drained.
- b. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- c. Install a cable style fall prevention system to the interior shell wall ladder.
- d. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

▶ 3,000,000 Gallon Route 55 Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.

▶ 100,000 Gallon 4H Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.

1. Repaint Exterior:

- a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b. Clean all rusted areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool cleaning.
- c. Apply one spot prime coat of an epoxy-mastic primer to all exterior bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- d. Apply one full finish coat of polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.

2. Wash-out Interior:

- a. Owner to have the tank drained.
- b. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- c. Install a cable style fall prevention system to the interior shell wall ladder.
- d. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.



YEAR 6 - 2031

- ▶ **1,000,000 Gallon Route 522 Hydropillar Water Tank**
Visual inspection and repairs uncovered through inspection.
 - 1. Wash-out Interior:
 - a. Owner to have the tank drained.
 - b. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
 - c. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.
- ▶ **3,000,000 Gallon Guard Hill Ground Storage Water Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **3,000,000 Gallon Route 55 Ground Storage Water Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **100,000 Gallon 4H Ground Storage Water Tank**
Visual inspection and repairs uncovered through inspection.

YEAR 7 - 2032

- ▶ **1,000,000 Gallon Route 522 Hydropillar Water Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **3,000,000 Gallon Guard Hill Ground Storage Water Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **3,000,000 Gallon Route 55 Ground Storage Water Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **100,000 Gallon 4H Ground Storage Water Tank**
Visual inspection and repairs uncovered through inspection.

YEAR 8 - 2033

- ▶ **1,000,000 Gallon Route 522 Hydropillar Water Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **3,000,000 Gallon Guard Hill Ground Storage Water Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **3,000,000 Gallon Route 55 Ground Storage Water Tank**
Visual inspection and repairs uncovered through inspection.
 - 1. Repaint Interior:
 - a. Abrasive blast all rusted interior surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade. Abrasive blast all remaining interior surfaces in accordance with SSPC surface preparation method #7, brush blast.
 - b. Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
 - c. Apply a "stripe coat" of epoxy to all weld seams and ladders, applied using paint brushes and rollers.
 - d. Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.



- e. Caulk unwelded roof lap seams using Sikaflex 1a polyurethane caulk.
- f. Sterilize interior using AWWA Disinfection Method #2, spray method.
- g. Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP Method.
- h. Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.

► **100,000 Gallon 4H Ground Storage Water Tank**

Visual inspection and repairs uncovered through inspection.

YEAR 9 - 2034

► **1,000,000 Gallon Route 522 Hydropillar Water Tank**

Visual inspection and repairs uncovered through inspection.

► **3,000,000 Gallon Guard Hill Ground Storage Water Tank**

Visual inspection and repairs uncovered through inspection.

► **3,000,000 Gallon Route 55 Ground Storage Water Tank**

Visual inspection and repairs uncovered through inspection.

► **100,000 Gallon 4H Ground Storage Water Tank**

Visual inspection and repairs uncovered through inspection.

YEAR 10 - 2035

► **1,000,000 Gallon Route 522 Hydropillar Water Tank**

Visual inspection and repairs uncovered through inspection.

► **3,000,000 Gallon Guard Hill Ground Storage Water Tank**

Visual inspection and repairs uncovered through inspection.

1. Repaint Interior:

- a. Abrasive blast all rusted interior surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade. Abrasive blast all remaining interior surfaces in accordance with SSPC surface preparation method #7, brush blast.
- b. Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
- c. Apply a "stripe coat" of epoxy to all weld seams and ladders, applied using paint brushes and rollers.
- d. Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
- e. Caulk unwelded roof lap seams using Sikaflex 1a polyurethane caulk.
- f. Sterilize interior using AWWA Disinfection Method #2, spray method.
- g. Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP Method.
- h. Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.

► **3,000,000 Gallon Route 55 Ground Storage Water Tank**

Visual inspection and repairs uncovered through inspection.

1. Repaint Exterior:

- a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b. Clean all rusted areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool cleaning.



- c. Apply one spot prime coat of an epoxy-mastic primer to all exterior bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- d. Apply one full finish coat of polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.

► **100,000 Gallon 4H Ground Storage Water Tank**

Visual inspection and repairs uncovered through inspection.

1. Repaint Interior:

- a. Abrasive blast all rusted interior surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade. Abrasive blast all remaining interior surfaces in accordance with SSPC surface preparation method #7, brush blast.
- b. Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
- c. Apply a "stripe coat" of epoxy to all weld seams and ladders, applied using paint brushes and rollers.
- d. Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
- e. Caulk unwelded roof lap seams using Sikaflex 1a polyurethane caulk.
- f. Sterilize interior using AWWA Disinfection Method #2, spray method.
- g. Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP Method.
- h. Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.

YEAR 11 - 2036

► **1,000,000 Gallon Route 522 Hydropillar Water Tank**

Visual inspection and repairs uncovered through inspection.

1. Repaint Exterior:

- a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b. Clean all rusted areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool cleaning.
- c. Apply one spot prime coat of an epoxy-mastic primer to all exterior bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- d. Apply one full finish coat of polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.

2. Repaint Interior Wet:

- a. Abrasive blast all rusted interior surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade. Abrasive blast all remaining interior surfaces in accordance with SSPC surface preparation method #7, brush blast.
- b. Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
- c. Apply a "stripe coat" of epoxy to all weld seams and ladders, applied using paint brushes and rollers.
- d. Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
- e. Caulk unwelded roof lap seams using Sikaflex 1a polyurethane caulk.
- f. Sterilize interior using AWWA Disinfection Method #2, spray method.
- g. Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP Method.



h. Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.

3. Repaint Interior Dry:

- a. Remove the jacketing and insulation from the fill pipe so it can be blasted and painted.
- b. Abrasive blast all rusted interior surfaces to bare metal in accordance with SSPC surface preparation method #6, commercial grade. Abrasive blast all remaining interior surfaces in accordance with SSPC surface preparation method #7, brush blast.
- c. Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
- d. Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
- e. Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP Method.
- f. Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.

▶ **3,000,000 Gallon Guard Hill Ground Storage Water Tank**

Visual inspection and repairs uncovered through inspection.

▶ **3,000,000 Gallon Route 55 Ground Storage Water Tank**

Visual inspection and repairs uncovered through inspection.

▶ **100,000 Gallon 4H Ground Storage Water Tank**

Visual inspection and repairs uncovered through inspection.

SCHEDULE CONTINUATION

The tank will be visually inspected every year. The tank interior will be washed-out at 5-year intervals until 15 years has elapsed from the last time the interior was recoated. The tank interior will be recoated at 15-year intervals and the tank exteriors will be recoated at 10-year intervals.

AFTER YEAR 11:

▶ **1,000,000 Gallon Route 522 Hydropillar Water Tank**

The next wash-out is scheduled for Year 16 of the Service (Year 2041), the next repainting of the tank exterior is scheduled for Year 21 of the Service (Year 2046), and the next repainting of the tank interior is scheduled for Year 26 of the Service (2051).

▶ **3,000,000 Gallon Guard Hill Ground Storage Water Tank**

The next wash-out is scheduled for Year 15 of the Service (Year 2040), the next repainting of the tank exterior is scheduled for Year 14 of the Service (Year 2039), and the next repainting of the tank interior is scheduled for Year 25 of the Service (2050).

▶ **3,000,000 Gallon Route 55 Ground Storage Water Tank**

The next wash-out is scheduled for Year 13 of the Service (Year 2038), the next repainting of the tank exterior is scheduled for Year 20 of the Service (Year 2045), and the next repainting of the tank interior is scheduled for Year 23 of the Service (2048).

▶ **100,000 Gallon 4H Ground Storage Water Tank**

The next wash-out is scheduled for Year 15 of the Service (Year 2040), the next repainting of the tank exterior is scheduled for Year 15 of the Service (Year 2040), and the next repainting of the tank interior is scheduled for Year 25 of the Service (2050).



At no time does the service include the complete abrasive blasting of the tank exteriors nor the pressure washing of any tank exteriors as a stand-alone maintenance item apart from being a surface preparation method for painting.

Exterior painting and logos are priced based on using the same color paint and logo designs. Unless specified in the scope of work any exterior color or logo change request may result in a premium increase and/or an additional one-time charge.

PRICING & TERMS

Necessary repair of any coatings or appurtenances noted during our inspections will be added to our service schedule at no additional cost. These necessary repairs include paint failed areas and areas of corrosion. If the coating is continuing to protect the steel from corrosion, paint repair is not necessary. The definition of paint failure does not include loss of gloss, color fading, mildew, discoloration, or any other defects that are aesthetic

Emergency service will apply during the entire period. We will guarantee a 24-hour response time. Corrective maintenance noted during our inspections will be added to our schedule at no added expense. Our annual premium for the first year of the service is **\$127,722.00**. All subsequent year premiums will be the total of the immediate prior year's premium amount plus the % change in the CPI (Consumer Price Index) for that previous year (ie. Year 2 premium equals Year 1 premium plus the % change in the CPI for Year 1).

THIS PRICE IS FIRM FOR 30 DAYS.

Each year represents a 12-month period beginning with the effective date of the contract, rather than the actual calendar year. The Owner will be given the opportunity to schedule the yearly work at any time during the 12-month period that represents the contract term. The annual premium is due within 30 days of the contract date. Payment can be made monthly, quarterly, semi-annually, or annually.



ENGINEERED TANK CARE Agreement

This Agreement made and entered into as of the Effective Date: _____, by and between SOUTHERN CORROSION, INC., a North Carolina corporation, having its principle office at 524 NC Hwy 125, Roanoke Rapids, North Carolina, (hereinafter referred to as "Southern Corrosion") and the **Town of Front Royal, VA** (hereinafter referred to as the "Owner"):

WITNESSETH

The Owner desires that Southern Corrosion perform certain maintenance service on the water tanks known as the 1,000,000 Gallon Route 522 Hydropillar Water Tank, the 3,000,000 Gallon Guard Hill Ground Storage Water Tank, the 3,000,000 Gallon Route 55 Ground Storage Water Tank, and the 100,000 Gallon 4H Ground Storage Water Tank, as described in the proposal which is attached hereto and by reference made a part here of (the "Maintenance Services"); and Southern Corrosion desires to perform such Maintenance Services described in said proposal selected by the Owner upon the terms and conditions set forth in this Agreement.

Now, therefore, in consideration of the mutual promises and covenants set forth herein the parties hereto agree as follow:

1. DEFINITIONS. For the purposes of this Agreement, the following definitions apply:

a. "Effective date" shall mean the date on which this Agreement, executed by the Owner, is accepted by Southern Corrosion by the execution thereof by its appropriate corporate officers at its principal office.

2. TERMS OF MANAGEMENT AGREEMENT. The initial term of this Agreement shall be for a period of twelve (12) months commencing on the Effective Date, unless otherwise terminated or canceled as provided in Paragraph 7. The initial term shall be automatically extended successive additional periods of twelve (12) months each unless the Owner notifies Southern Corrosion in writing sixty (60) days prior to the expiration of the then existing term that it does not extend this Agreement. In accordance with the provisions of §2.2-4304 of the Virginia Public Procurement Act, this contract is entered into utilizing the Professional Tank Maintenance Services RFP-2025-04, Town of Wytheville, VA.

3. PERFORMANCE OF MAINTENANCE SERVICES. Southern Corrosion shall perform the Maintenance Services selected by the Owner and described in proposal attached hereto and by reference made a part hereof.

4. CHARGES. The Owner shall pay Southern Corrosion charges for Maintenance Services selected by Owner as set forth on the proposal attached hereto and by reference made a part hereof. All charges shall be due and



payable upon receipt of Southern Corrosion's invoice therefor.

5. REPRESENTATIONS BY THE OWNER. The Owner hereby makes the following representations and warranties:

a. The Owner has full power and lawful authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby. This Agreement constitutes the valid obligation of the Owner legally binding upon the Owner and enforceable against the Owner in accordance with its terms.

6. REPRESENTATIONS BY SOUTHERN CORROSION. Southern Corrosion represents and warrants to Owner all of which represents and warranties that:

a. That Southern Corrosion is fully authorized to enter into this Management Agreement. Southern Corrosion has full corporate power and lawful authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby. This Agreement constitutes the valid obligation of Southern Corrosion legally binding upon Southern Corrosion and enforceable against Southern Corrosion in accordance with its terms.

7. TERMINATION/CANCELLATION. This Agreement may be terminated/canceled by Southern Corrosion if Owner is in default of any provision hereof and such default has not been cured within twenty (20) days after notice of default is given to Owner or Owner becomes insolvent or seeks protection voluntarily or involuntarily under any Bankruptcy Law.

a. In the event of any termination/cancellation of this Agreement, Southern Corrosion may (1) declare all amounts owed to Southern Corrosion to be immediately due and payable, (2) cease performance of all Maintenance Service hereunder without liability to Owner.

b. In the event of default hereunder, Owner agrees to pay interest at the highest legal rate on all sums due under the Agreement and all costs of collection including a reasonable attorney's fee of fifteen percent (15%) of said amount due Southern Corrosion.

c. The foregoing rights and remedies shall be cumulative and in addition to all other rights and remedies available in law or in equity to Southern Corrosion.

8. LIMITATION OF LIABILITY. In no event shall Southern Corrosion be liable to Owner for indirect, special or consequential damages or lost profits arising out of or related to this Management Agreement of the performance or breach thereof even if Southern Corrosion has been advised of the possibility thereof. Southern Corrosion's liability to Owner hereunder if any, shall in no event exceed the total of the amounts Owner has paid Southern Corrosion hereunder.

9. EXCUSABLE DELAY. Southern Corrosion shall not be liable for any delays or failure in performance of Maintenance Services hereunder if such delays or failures are due to strikes, inclement weather, acts of God or other causes beyond Southern Corrosion's reasonable control.

10. REGULATIONS. Performance of the Maintenance Services is predicated on work practices, methods, and



procedures legal as of the effective date. Subsequently enacted regulations that effect or alter Southern Corrosion's work practices, methods, and procedures, to perform, or add additional burdens to performance, will be grounds for renegotiating the amount of payment originally agreed upon.

11. GENERAL.

a. Notices. Notice of the breach of any covenant, warranty or other provision of the Agreement and all communications and notices provided for in this Agreement shall be deemed given when in writing, addressed to the parties at the addresses set forth below, and deposited, certified mail, postage prepaid in the United States mail:

Owner:

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

Southern Corrosion Inc.
 524 NC Hwy 125
 Roanoke Rapids, NC 27870

b. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent by either party shall not be unreasonably withheld.

c. Governing Law. This Agreement shall be construed in accordance with the laws of the State of **Virginia**.

d. Entire Agreement. This Agreement is an integrated document and contains the entire agreement between the parties. No modifications, extensions, or waiver of this Agreement or any of the provisions hereof, nor any representation, promise or condition relating to the Agreement shall be binding upon the parties hereto unless made in writing and signed by the parties hereto.

e. Binding effects. The provisions of this Agreement shall bind and insure to the benefit of Southern Corrosion and the Owner, and their successors, legal representatives and assigns.

IN WITNESS WHEREOF the parties have hereto executed this Agreement in the manner provided by Law, this the day and year first above written.

ATTEST:

SOUTHERN CORROSION, INC.

 Asst. Secretary

BY: _____
 President

(Corporate Seal)

ATTEST:

TOWN OF FRONT ROYAL

BY: _____



SOUTCOR-02

JCOLLINSJHA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Oakbridge Insurance Agency 950 Country Club Road Rocky Mount, NC 27804	CONTACT NAME: Brittany Taylor	
	PHONE (A/C, No, Ext): E-MAIL ADDRESS: btaylor@oakbridgeinsurance.com	
	FAX (A/C, No): (252) 451-9400	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Evanston Insurance Company	35378
INSURED Southern Corrosion, Inc. 524 NC 125 Roanoke Rapids, NC 27870	INSURER B : Selective Insurance Company Of America	12572
	INSURER C : American Interstate Insurance Company Of Texas	12228
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			GSEV000021-00	3/3/2026	3/3/2027	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			S2677950	3/3/2026	3/3/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 0			GSXS000003-00	3/3/2026	3/3/2027	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	AVWCNC3461772026	3/3/2026	3/3/2027	☒ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability			GSEV000021-00	3/3/2026	3/3/2027	Aggregate 2,000,000
A	Professional Liab			GSEV000021-00	3/3/2026	3/3/2027	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SAMPLE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jessica Collins



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: May 11, 2026

Item# 4B

Agenda Item: Purchase of Replacement Bucket Truck for Department of Energy

Summary: Council is requested to approve the purchase of a 2026 Altec AT41M (41' Articulating Telescopic Aerial Device with Material Handling) bucket truck for the Department of Energy Services. This vehicle will replace Unit #364, a 2017 Ford F550 Verralift VST40.

The procurement will be made through cooperative contracting using a Sourcewell contract with Altec Industries, Inc. Contract #0421-ALT. Staff obtained a quote from Altec Industries, Inc., Richmond, Virginia, in the amount of \$204,912.00.

Funding is available within the Electric – Motor Vehicles FY26 operating budget, which includes \$138,044.86 for this vehicle replacement and \$66,867.14 encumbered on PO 30441.

Budget/Funding:	9401-47005	Electric – Motor Vehicles	\$138,044.86
	9401-R47005	Electric – Motor Vehicles (PO 30441)	\$ 66,867.14

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

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



Memo

To: The Purchasing Department
From: Carey Saffelle, Director of Energy Services
Date: May 5th, 2026
Re: Replacement of Bucket Truck 364

The Director of Auto Maintenance has obtained pricing from Altec through the Sourcewell Contract for the replacement of Bucket Truck #364, with the attached quote reflecting a Bucket Truck with an F600 4x4 Chassis at a total cost of \$204,912.00.

The Department of Energy Services has all funds allocated for this purchase.

Thank you,

Carey Saffelle
Director
Department of Energy Services
Town of Front Royal

May 5th, 2026

Ship To:TOWN OF FRONT ROYAL
800 CROSBY RD
FRONT ROYAL, VA 22630-3496
US**Bill To:**TOWN OF FRONT ROYAL
PO BOX 1560
FRONT ROYAL, VA 22630-0033
United StatesAttn: CAREY SAFFELLE
Phone: 540-6353027
Email: csaffelle@frontroyalva.com**Altec Quotation Number:** 1853041 - 1
Account Manager: Luke A Mansfield
Technical Sales Rep: Abbott Tobin Gaddy

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	Altec Model AT41M Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and proportional joystick upper controls. Built in accordance to ALTEC's standard specifications and to include the following features: A. Ground to Bottom of Platform Height: 40.8 feet at 7.3 feet from centerline of rotation (12.45 m at 2.21 m) B. Working Height: 45.8 feet (13.96 m) C. Maximum reach to edge of platform with Upper Boom Non- overcenter: 30.1 feet (at 17.3 feet platform height) D. Upper boom extension: 110 inches E. Continuous rotation F. Articulating Arm: Articulation is from -3 to 82 degrees. Insulator provides 19 inches of isolation. G. Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation. H. Upper Boom: Articulation is from -25 to 85 degrees. The fiberglass section provides a minimum of 10.9 inches of isolation in the upper boom (when retracted and 42.3 inches when extended). I. Platform leveling is achieved by a hydraulic master-slave leveling system. This lifetime system is very low maintenance. J. The dielectrically tested, insulating upper control system includes the following boom tip components that can provide an additional layer of secondary electrical contact protection. Control Handle: A single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microampers of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation. Auxiliary Control Covers: Non-tested blue silicon covers for auxiliary controls. Control Console: Non-tested non-metallic control console plate. Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	dielectrically tested, but they may provide some protection against electrical hazards.		
K.	Hydraulic system: Open center (full pressure), maximum flow 6 GPM, maximum operating pressure 3,000.		
L.	Dielectric rating: Category C, 46 kV and below		
M.	Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection.		
N.	Manuals: Two (2) Operator's and Maintenance/Parts Manuals. One(1) in printed format and one(1) in electronic format available at connect.altec.com containing instructional markings indicating hazards inherent in the operation of an aerial device.		
O.	Unit meets or exceeds ANSI 92.2 standards.		
2.	Pedestal	1	
3.	Single 1-Man Platform, Fiberglass, 24" x 30" x 42", End Mount, 180 Degree Rotation	1	
4.	Platform Mounted Single Handle Controls	1	
5.	Material Handling Jib/Winch, Hydraulically Articulating, Top Mounted, Round (ARM Jib)	1	
6.	One (1) Platform Step - located on the side of the platform nearest the elbow in the stowed position	1	
7.	Platform Cover - soft vinyl, 24 x 30 inches (610 x 762 mm)	1	
8.	Platform Liner, 24 x 30 x 42 inches (610 x 762 x 1067 mm), 50 kV Rating	1	
9.	Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools.	1	
10.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers.	1	
11.	Jib Stick, 36" L, non-extension, non certified, grey in color	1	
12.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1	
13.	Outriggers, Primary, Modified A-Frame With Integrated Subbase, 30"-34" Chassis Height, Electric Interlock, No Valves On Legs, 114" Spread, Fixed Shoe (AT37/41 M/ME/P/PE/S/SE)	1	
14.	Winch load line swivel hook	1	
15.	Altec Unit Powder Painted White	1	

Unit & Hydraulic Acc.

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
16.	Scuff Pad, 24" x 30", No Step (For use with Platform Liner)	1	
17.	Electric Outrigger Controls for one (1) set of outriggers, drive hydraulic outrigger control valves. Durable weather proof sealed electronic switches mounted in aluminum boxes located at the rear of the unit unless otherwise specified.	1	
18.	Hydraulic Reservoir, 15 Gallon, Rectangular, 22" L x 8.5" W x 24" H, and includes breather caps and dipsticks	1	
19.	Temperature Sight Gauge	1	
20.	Hydraulic Oil HVI-22 with Dye (Standard)	25	
21.	Standard Pump For PTO	1	
22.	Electric Shifted PTO	1	
23.	Standard PTO/Transmission Functionality for Small Ford and Dodge Chassis	1	

Body

24.	Altec LGSS-132-84 (81) low-side general service body with step:	1	
A.	Steel body		
B.	Steel structural channel crossmembers and smooth floor with ladder-style understructure		
C.	132 in body length		
D.	94 in body width		
E.	40 in body compartment height		
F.	20 in body compartment depth		
G.	24 in from body floor to compartment tops		
H.	Finish paint entire body Altec white		
I.	Undercoat applied under the body		
J.	5.5 in drop-in wooden cargo retaining board at rear of body		
K.	5.5 in drop-in wooden retaining board at top of side access step		
L.	Stainless steel rotary paddle latches with locks		
M.	Gas props on all vertical doors		
N.	Chains on all horizontal doors		
O.	Standard master body locking system		
P.	Hotstick shelf extending full length of body on streetside		
Q.	Two (2) hotstick brackets Installed on streetside		
R.	Standard drop-down hotstick door for one (1) shelf on streetside, stainless steel slam paddle latch with keyed lock		
S.	One chock holder on each side of body with retaining lip In fender panel		
T.	Adhesive strip lighting (LED) around top and sides of compartment door facings		
U.	1st vertical (SS) - 34 in w - One (1) outrigger housing and two (2) adjustable shelves with removable dividers on 4 in centers		
V.	2nd vertical (SS) - 24 in w - Two (2) adjustable shelves with removable dividers on 4 in centers		
W.	1st horizontal (SS) - 50 in w - One (1) fixed shelf with removable dividers on 4 in centers on bottom of compartment		
X.	Rear vertical (SS) - 24 in w - Six (6) locking swivel hooks on an adjustable rail (1-4-1)		

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
Y.	1st vertical (CS) - 34 in w - One (1) outrigger housing and two (2) adjustable shelves with removable dividers on 4 in centers		
Z.	2nd vertical (CS) - 24 in w - Gripstrut access steps with two (2) sloped grab handles, vented battery storage		
AA.	1st horizontal (CS) - 50 in w - One (1) adjustable shelf with removable dividers on 4 in centers and one (1) fixed shelf with removable dividers on 4 in centers on bottom of compartment		
AB.	Rear vertical (CS) - 24 in w - Six (6) locking swivel hooks on an adjustable rail (1-4-1)		
AC.	Body floor cut-out for AT41M/ME/P/PE aerial device near front of body		
AD.	Steel tailshelf, 29 in l x 94 in w, with rear cross storage and drop down doors		
AE.	Two (2) wire thru channels at bulkhead with cover		
AF.	Underbody channels on streetside and curbside for wiring/plumbing		

Body and Chassis Accessories

25.	Underride Protection Bumper Installed At Rear	1	
26.	Combination 2 Ball (10 000 LB MGTW) and Rigid Pintle Hitch (16 000 LB MGTW with 3 000 LB MVL), 4-Bolt, Buyers BH82000	1	
27.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1	
28.	Rigid Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)	1	
29.	Platform Rest, Rigid with Rubber Tube	1	
30.	Boom Rest for a Telescopic Unit	1	
31.	Wood Outrigger Pad, 19" x 19" x 2.5", With Rope Handle	2	
32.	Outrigger Pad Holder, 20" L x 20" W x 5" H, Fits 19.5" x 19.5" x 4" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer	2	
33.	Pendulum Retainers For Outrigger Pad Holders	2	
34.	Mud Flaps With Altec Logo (Pair)	1	
35.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1	
36.	Slope Indicator Assembly (Pair) For Machine With Outriggers	1	
37.	Safety Harness & 4.5 FT Lanyard (Medium To X-large)	1	
38.	Driveaway Safety Kit	1	
39.	Vinyl manual pouch for storage of all operator and parts manuals	1	

Electrical Accessories

40.	Compartment Lights Wired To Dash Mounted Master Switch	1	
-----	--	---	--

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
41.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
42.	4-Corner Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Round Lights At Rear	1	
43.	Strobe Beacons, Amber LED, with Brush Guard, Installed on Post at Front of Body, One (1) Each Side (Standard) (Tecniq #K10-AAAD-1)	1	
44.	Dual Tone Back-Up With Outrigger Motion Alarm	1	
45.	PTO Hour Meter, Digital, with 10,000 Hour Display	1	
46.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1	
47.	Ford Upfitter Switches (Supplied with Chassis)	1	
48.	Power Distribution Module (PDM-6A), 6 Accessory Circuits, CAN Signals, Installed, Chevy/International CV, Ford, Dodge	1	
49.	Install Chassis (OEM) Supplied Backup Camera in Final Assembly	1	
50.	Install secondary stowage system.	1	
51.	Install Remote Start/Stop system in Final Assembly.	1	
52.	Install Outrigger Interlock System	1	
53.	Heavy Duty Secondary Stowage Pump	1	
54.	One Emergency Stop Located at Ground Level Installed at the Rear of the Vehicle	1	
55.	PTO Indicator Light Installed In Cab	1	

Finishing Details

56.	Powder Coat Unit Altec White	1	
57.	Finish Paint Body Accessories Above Body Floor Altec White	1	
58.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1	
59.	Apply Non-Skid Coating to all walking surfaces	1	
60.	English Safety And Instructional Decals	1	
61.	Vehicle Height Placard - Installed In Cab	1	
62.	Placard, HVI-22 Hydraulic Oil	1	
63.	Dielectric test unit according to ANSI requirements.	1	

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
64.	Stability test unit according to ANSI requirements.	1	
65.	Focus Factory Build	1	
66.	Delivery Of Completed Unit	1	
67.	Inbound Freight	1	
68.	As Built Electrical And Hydraulic Schematics To Be Included In The Manual Pouch	1	
69.	Stock Unit	1	

Chassis

70.	Altec Supplied Chassis	1	
71.	Altec Stock Chassis	1	
A.	2026 Model Year		
B.	Ford F600		
C.	Chassis Cab		
D.	Regular Cab		
E.	4x4		
F.	Chassis Color - White		
G.	Ford 6.7L Power Stroke Diesel		
H.	Diesel		
I.	330 HP Engine Rating		
J.	Ford Torqshift 10-Speed Automatic Transmission (w/PTO Provision)		
K.	84 Clear CA (Round To Next Whole Number)		
L.	Chassis Wheelbase Length - 169		
M.	GVWR 22,000 LBs		
N.	7,500 LBS Front GAWR		
O.	15,500 LBS Rear GAWR		
P.	Spring Suspension		
Q.	Ford E/F250-550 Single Horizontal Right Side Exhaust		
R.	Hydraulic Brakes		
S.	Park Brake In Rear Wheels		
T.	Ford 40 Gallon Fuel Tank (Rear)		
U.	Ford 7.2 Gallon DEF Tank (Mid Mount)		
V.	Dual Rear Wheel		
W.	245/70R19.5 Front Tire		
X.	All-Position Tires, Front		
Y.	245/70R19.5 Rear Tire		
Z.	All-Position Tires, Rear		
AA.	99T - Operator Commanded Regeneration (OCR)		
AB.	63C - Aft Axle Frame Extension		
AC.	872 - Rear View Camera and Prep Kit		
AD.	No Idle Engine Shut-Down Required		
AE.	50-State Emissions		
AF.	CARB Compliant		
AG.	Clean Idle Certification		
AH.	12V DC Power Outlet		

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
AI.	AM/FM Radio		
AJ.	Air Conditioning		
AK.	Backup Camera, OEM Supplied		
AL.	Block Heater		
AM.	Collision Mitigation System		
AN.	Cruise Control		
AO.	Dual Alternator (300 amp Minimum)		
AP.	Ford SYNC		
AQ.	Keyless Entry		
AR.	Limited Slip Rear Axle		
AS.	Power Door Locks		
AT.	Power Windows		
AU.	Running Boards (Supplied By Chassis OEM)		
AV.	Side Mirrors, Power Adjusting, Manual Folding, Manual Telescoping with Heated Glass		
AW	Skid Plate		
.			
AX.	Tachometer		
AY.	Tilt Steering Wheel		
Az.	Trailer Brake Controller (Factory Installed)		
BA.	XL Trim Package		
BB.	Vinyl Split Bench Seat		

Additional Pricing

72.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1
-----	---	---

Miscellaneous

73.	Non-CARB Registered State	1
-----	---------------------------	---

Unit / Body / Chassis Total	204,912.00
Additional Total	0.00
FET Total	0.00
Total	204,912.00

Altec Industries, Inc.

BY _____

Abbott Tobin Gaddy

Notes:

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

1 Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date.

For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.

2 Estimated Delivery: 7-9 months after receipt of order PROVIDING:
A. Customer supplied chassis (if applicable) is received a minimum of sixty (60) days before scheduled delivery.
B. Customer approval drawings are returned by requested date.
C. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
D. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Estimated Delivery is based on information at time of quote and is subject to change.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

3 This quotation is valid until #EXPIRE_DATE#. After this date, please contact Altec Industries, Inc. for a possible extension.

4 F.O.B. - Customer Site

5 Interest charge of 1/2% per month to be added for late payment.

6 FINANCING AVAILABLE: Please contact Altec Capital at (888) 408-8148 or email finance@altec.com for more information.

7 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

8 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

9 Any payment made by a credit card may be subject to a surcharge fee.

10 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

11 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

12 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

13 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

14 The final fully loaded weight of the truck and structural ratings of the hitch assembly may reduce the towing capacity and the vertical load capacity of the finished truck. These capacities may not match the ratings of the chassis or hitch.

15 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)
Fall Protection System
Fire extinguisher/DOT kit
Platform Liner (When Applicable)
Altec Sentry Training
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

16 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and it's subsidiaries)

may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on www.altec.com for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.

- 17 RECOMMENDED OPTIONS AND ACCESSORIES: These options are not included in the quote total price. Selected options will change the quote total. Any options added after initial order will be re-quoted.

Quoted for: Town of Front Royal (VA)
 Altec Account Manager: Luke Mansfield

REFERENCE ALTEC MODEL	Sourcewell Price
AT41M	Articulating Telescopic Aerial Device with Material Handling Insulated, 41'
	\$221,241

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1			
2			
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

SOURCEWELL OPTIONS TOTAL: \$221,241

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		\$0
2	UNIT & HYDRAULIC ACC		\$0
3	BODY	Stock Body	-\$1,254
4	BODY & CHASSIS ACC		\$0
5	ELECTRICAL		\$0
6	FINISHING		\$0
7	CHASSIS	2026 F600 4x4 Auto	-\$6,733
8	OTHER	Altec Model Year Price Adjustment	-\$9,416
OPEN MARKET OPTIONS TOTAL:			-\$17,403

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$203,838.00
 Delivery to Customer: \$1,074.00
 TOTAL FOR UNIT/BODY/CHASSIS: \$204,912.00

(C.) ADDITIONAL ITEMS (items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days

NOTES

PRICING: Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are considered budgetary due to potential cost inflation, market volatility, and tariff implications. These prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model years beyond the current open order bank are estimates only. Altec's turn-key pricing is subject to change based on chassis pricing received from the OEM. Chassis model year, specifications, and price will be reviewed and confirmed when specific model year information becomes available from the OEM, and any chassis price difference, including adjustments for tariffs, will be passed through to the customer.

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90)

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: TBD Based on availability, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information

Town of Front Royal (VA) - AT41M F600 4x4 Auto - SW - 1853041



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: May 11, 2026

Item# 5A

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

Summary: The Planning Commission held two work sessions to review the proposed text amendment which adds the definitions of Data Center with performance standards and requirements for impact analysis submissions to the Town. Planning Commission held a public hearing on September 17, 2025, and recommended approval.

At the October 6th Town Council Work Session, it was recommended to inquire about contracting legal services to review the draft amendments for compliance with Virginia Code, industry standards, and zoning practices for the health, safety, and welfare of the community.

Recent Virginia General Assembly actions may require the current draft to be reviewed and amended by the Planning Commission.

Budget/Funding: N/A

Staff Recommendation: Council is to consider advertising the draft amendments for a public hearing at a future date or refer the item back to the Planning Commission for further review.

**PLANNING COMMISSION REGULAR MEETING
AGENDA STATEMENT**

Meeting Date: September 17, 2025

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

Recommendation of Approval

Recommendation of Denial

Postponed

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

VOTE: Yes – Marshner, Fedoryka, Brooks, Neel

No – Marrazzo

Abstain – N/A

Absent – N/A

ROLL CALL

Moved Neel Seconded Fedoryka

Marshner yes Marrazzo NO Neel yes Brooks yes Fedoryka yes

CERTIFIED by the Planning Commission

Connie Marshner

Chairman Marshner

Town of Front Royal, Virginia

Planning Commission Regular Meeting Agenda

☐ Consent Action ☐ Administrative Action ☒ Public Hearing ☐ Discussion

Agenda Item: Zoning Text Amendment # 2500345

MEETING DATE: September 17, 2025

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

STAFF RECOMMENDATION: Staff recommends approval.

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

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

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

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

PLANNING COMMISSION ACTION:

Moved _____ Seconded _____

Marshner _____ Marrazzo _____ Neel _____ Brooks _____ Fedoryka _____

☐ Approved ☐ Approved w/ Conditions ☐ Denied ☐ Other

Staff Report : Zoning Text Amendment 2500345

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

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

175-3 – DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INDUSTRIAL EMPLOYMENT DISTRICT (I-2)

175-64 STATEMENT OF INTENT (I-2)

The I-2 Industrial Employment District is designed to:

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

175-65 USE REGULATIONS (I-2)

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

RESIDENTIAL:

Caretaker quarters.

COMMERCIAL:

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

Automobile garage (auto repair).

Automobile service stations (gas stations).

Business Offices.

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

Commuter parking facilities.

Contractor's offices, display rooms and storage.

Furniture stores.

Lumber and building supply.

Professional Offices.

Technology Business.

Veterinary hospitals.

INDUSTRIAL:

Distribution facilities.

Light Manufacturing.

Woodworking and upholstery shop.

Wholesale.

ORGANIZATIONAL:

Laboratory, pharmaceutical and/or medical.

Schools.

MISCELLANEOUS:

Accessory uses, structures and buildings.

Home occupations.

Open Space.

Public facilities.

Public parks and playgrounds.

Public utilities.

Signs, as set forth in Section 175-106.

Special childcare services.

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

- B. The following uses are permitted within the I-2 District only by approval of a special use permit, except as prohibited or restricted by separate restrictions of record that may pertain to property within the I-2 District:

RESIDENTIAL:

COMMERCIAL:

Airport (including heliports).

Assembly Halls.

Barber and beauty shops.

Catering Services.

Clubs.

Daycare and daycare facilities.

Kennels.

Recreation facility, commercial.

Restaurant, including drive-in restaurants.

Retail Stores.

INDUSTRIAL:

Automobile Graveyard.

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

Hazardous Material Storage.

Heavy Manufacturing.

Medium Manufacturing.

Scrap metal processing.

ORGANIZATIONAL:

MISCELLANEOUS:

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

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

Conservation Areas.

Mini-warehouses.

Parking Structures.

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

175-66 AREA REGULATIONS (I-2)

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

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

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

7. Elevator towers.

175-68 MINIMUM YARD DIMENSIONS (I-2)

A. All structures:

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

B. Transitional requirements, when adjoining a residential district:

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

175-69 LOT COVERAGE (I-2)

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

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

175-70 PERFORMANCE STANDARDS (I-2)

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

A. Vibration:

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

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

C. Heat:

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

D. Liquid or Solid Wastes:

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

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

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

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

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

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

J. Data Center Performance Standards:

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

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

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

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

4. Open Spaces

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

5. Noise Standards

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

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

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

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

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

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

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

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

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

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

11. Differentiated Surfaces Standards.

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

12. Building facade material requirements.

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

13. Parking.

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

14. Additional testing and evaluations.

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

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

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

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

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

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

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

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

A. Required Utility Impact Analysis (UIA)

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

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

If applicable:

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

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

B. Data Center Physical Impact Analysis.

Purpose

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

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

1. Noise Impact Study.

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

2. Heat and Air Emissions Impact.

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

3. Traffic and Access Impact.

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

4. Visual and Aesthetic Impact.

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

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

5. Vibration and Ground Impact (if applicable).

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

6. Land Use Compatibility Assessment.

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

7. Review Criteria.

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

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

8. Conditions of Approval.

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

9. Enforcement and Monitoring.

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

C. Data Center Environmental Impact Analysis

Purpose

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

Required Environmental Impact Analysis (EIA)

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

1. Land Disturbance and Soil Impact Assessment.

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

2. Stormwater, Wastewater and Water Quality Analysis.

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

3. Air Quality and Emissions Impact.

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

4. Energy and Carbon Intensity Analysis.

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

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

5. Ecological and Habitat Impact Assessment.

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

6. Hazardous Materials and Spill Prevention Plan.

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

7. Facility Life Cycle Plan.

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

8. Review Standards.

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

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

9. Conditions of Approval.

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

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

10. Post-Construction Monitoring.

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

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



CLOSED MEETING AGENDA STATEMENT

Meeting Date: May 11, 2026

Item# 6

MOTION ON TO GO INTO CLOSED MEETING

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

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

- 1) pursuant to Section 2.2-3711(A)(8) of the Code of Virginia, for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, more specifically, the 522 Corridor PILOT Agreement.

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 _____