TOWN COUNCIL REGULAR MEETING
Monday, August 25, 2025 @ 7:00pm
Warren County Government Center

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

1. MOMENT OF SILENCE
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF MINUTES – *I move that Council approve the Council meeting minutes of the July 28, 2025 Regular Meeting, the August 4, 2025 Work Session, and the August 11, 2025 Work Session as presented.*

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

6. RECOGNITIONS/AWARDS/REPORTS/PRESENTATIONS
   A. Proclamation Recognizing the Front Royal Little League U-12 All Stars

7. PUBLIC HEARINGS
   A. Receive Public Comment Regarding a Request from Aaron & Harmony Hike and Aaron Hike Trustee, to vacate approximately 13,324 square feet of N. Royal Avenue and the alley between N. Royal and Virginia Avenues.
   B. Receive Public Comment to Request the General Assembly to Grant the Town an Amendment to Town Charter, Chapter IV – Town Manager §14, Removing a Residency Requirement for the Town Manager

8. PUBLIC COMMENTS NOT RELATED TO PUBLIC HEARINGS

9. REPORTS
   A. Report of Town Manager
   B. Report of Councilmembers
   C. Report of the Mayor

10. CONSENT AGENDA ITEMS
   A. Purchase of a 20-foot Tilt Trailer for Public Works Department
   B. Purchase of a 12-foot Dump Trailer for Public Works Department
   C. Purchase of Secondary Clarifier Launder Covers Installation and Warranty for Wastewater Treatment Plant

11. BUSINESS ITEMS
   A. Update to Town Employee Handbook - Section 5: Paid Time Off and Other Absences
   B. Resolution Authorizing the Town Manger to Execute the Participation and Release Form for the Town to be Considered for Initial Participation Calculations and Payment Participation Under the Purdue Direct Settlement of Opioid Related Claims
   C. Task Order for Engineering Services Related to the Replacement of the E. Prospect Street Bridge
   D. Repayment of Economic Development Access Grant

12. CLOSED MEETING

13. ADJOURN

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

Moment of Silence
Pledge of Allegiance was led by Brenden McHugh

ROLL CALL BY CLERK OF COUNCIL
PRESENT: Mayor Lori A. Cockrell
Vice Mayor Amber F. Veitenthal
Councilwoman Melissa DeDomenico-Payne
Councilman Joshua L. Ingram
Councilman H. Bruce Rappaport
Councilman R. Wayne Sealock
Councilman Glenn E. Wood
OTHERS PRESENT: Town Manager Joseph W. Petty
Town Attorney George M. Sonnett, Jr.
Clerk of Council Tina L. Presley

APPROVAL OF MINUTES – *Councilman Wood moved seconded by Vice Mayor Veitenthal that Council approve the Council Meeting minutes of the June 23, 2025 Regular Meeting, the July 7, 2025 Work Session and the July14, 2025 Work Session, as presented.*

Vote: Yes – Councilmembers Wood, Veitenthal, Sealock, Rappaport, Ingram, DeDomenico-Payne
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

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

RECOGNITIONS/AWARDS/REPORTS
Recognition of Front Royal Little League 11 and 12 Year Old [12U] All Stars for Winning the 2025 Virginia Sate Little League Championship – Mayor Cockrell and Council congratulated the team for their achievement. She gave an update on the many businesses and community members who donated funds towards their trip to Georgia to play in the regionals. She encouraged the community to join in the "sendoff" tomorrow morning and watch them on ESPN+ on Thursday night at 7pm.

PUBLIC HEARINGS
Special Use Permit for a Farmers Market Submitted by Julie Vaught on Behalf of Vaught Associates, LC at 515-B N. Commerce Avenue
Director of Planning Lauren Kopishke advised that the parking lot had been paved meeting one of the conditions.

Julie Vaught, applicant, handed out pictures of what the raised beds and striping of the parking lot looked like. She gave an overview of the many improvements to the property and her goals for the betterment of the community. She listed the many organizations she had been a part of and expressed her desire to give back.

Mayor Cockrell opened the public hearing and since there were no speakers closed the public hearing.

In furtherance of the purposes and objectives contained in Town Code §175-1(B), Vice Mayor Veitenthal moved seconded by Councilwoman DeDomenico-Payne that Council approve a Special Use Permit (SUP) for a Farmers'

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Market submitted by Julie Vaught, on behalf of Happy Creek Antiques, at 515-B Commerce Avenue identified by tax map 20A4, Section 10, Lot 8. The property is zoned C-1, Community Business District.

Vice Mayor Veitenthal thanked Ms. Vaught for the pictures and expressed excitement at the market's opening.

Councilman Rappaport asked for clarification on the motion. Vice Mayor Veitenthal expressed appreciation for the conditions recommended by the Planning Commission but opined that they were not business friendly and removed them from the motion.

Councilman Sealock stated that the property looked better than it had in years. He disclosed that he was related to the family and would abstain from the vote.

Mayor Cockrell also disclosed that Ms. Vaught was her cousin and she had met with her previously with the Planning Department to discuss the plans for the Farmers Market.

Vote: Yes – Councilmembers Wood, Veitenthal, Rappaport, Ingram, DeDomenico-Payne
No – N/A
Absent – N/A
Abstain – Councilman Sealock ROLL CALL

PUBLIC COMMENTS NOT RELATED TO PUBLIC HEARINGS

Teresa Brumbeck, 142 Rileyville, expressed the dire situation of starvation in Gaza, noting it was not political but humanitarian. She asked Council to pass a Resolution of Support for peace in Gaza and to not block greatly needed aid to the people there.

REPORTS

Town Manager Report – Mr. Petty announced the following: 1) ongoing construction on the 8th Street Bridge Renovation; 2) ongoing work on infrastructure on N. Royal Avenue; 3) *Warren County Fair* is open now through August 2nd; 4) *National Night Out* on August 5th; and 5) School begins on August 12th asking for the community to be aware of students, buses and school zones.

Town Council Reports

Councilman Rappaport attended the *Warren Heritage Society's Backyard Decades Party – 80s Night* and the virtually held VML Infrastructure Policy Meeting.

Councilman Wood congratulated the organization *Cars Changing Lives* for giving away their 75th car at the recently held Hike Kidz Foundation event. He attended the Fireman's Parade and worked in the food booth at the Fireman's Carnival emphasizing how fundraisers like these help the department buy much needed equipment. He attended the Joint Transportation Committee Meeting, the County Tourism Committee Meeting and served Town staff at their Annual Employee Appreciation Luncheon.

Councilman Ingram served Town staff at their Annual Employee Appreciation Luncheon. He attended two fundraising events to send our 2025 Virginia State Little League Champions to the regionals held in Georgia.

Councilman Sealock echoed Councilman Woods statements regarding the fundraising for the Fire Department. He gave kudos to the Police Department for putting together this year's *National Night Out*.

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Vice Mayor Veitenthal congratulated the Little League Girl's Softball for doing a great job representing Front Royal recently. She explained why Council approved vape shops and how that compared to currently addressing the addition of data centers to the Town Code. She reiterated that the Council had not had any discussions with anyone regarding construction of data centers nor had they been approached by anyone wanting to construct one. She expressed pride in being part of the Hike Kidz Foundation, who helped raised money for our 2025 Virginia State Little League Champions to go to the regionals in Georgia. She concluded by expressing appreciation for the rain since this time last year Front Royal was in a drought.

Councilwoman DeDomenico-Payne reiterated that there was a lot of misinformation on social media and encouraged the public to let Council know of any concerns not only about data centers but anything that effected the community. She attended the Northern Shenandoah Valley Regional Commission (NSVRC) Meeting, the VML Human Development/Education Policy Committee Meeting, the Hike Kidz Foundation *Day Youth Empowerment Program "I'm On My Way"* and served Town staff at the Annual Employee Appreciation Luncheon.

Report of the Mayor – Mayor Cockrell attended a meeting with a representative from the Town's Auditor Firm, the Town Fireworks Show, the Fireman's Parade, the Commonwealth Transportation Board's Two-Day Workshop, the Warren County Adult Recovery Center Meeting, the Hike Kidz Foundation *Day Youth Empowerment Program "I'm On My Way"*, the Annual Employee Appreciation serving staff and the Little League game in Caroline County, Virginia. She gave an overview of the activities surrounding the fundraising over the weekend for our 2025 Virginia State Little League Champions and encouraged the community to join the community in sending them off tomorrow morning to Georgia to play in the regionals. She advised that their tournament game would be Thursday, July 31st at 7:00pm on ESPN+. The Brickhouse Bar & Grill and On Cue Sports Bar & Grill were planning on hosting watch parties.; and that The River 95.3 Radio Station would be going with the team. She reminded the public of *National Night Out* on Tuesday, August 5th from 5-8 Downtown.

CONSENT AGENDA ITEMS

Deed of Easement from Green Pearl Hospitality LLC to the Town for Public Water and Sewer Easements for Town Water and Sewer Facilities off Rt. 522 N Corridor

Council approved and accepted a Deed of Easement conveying public water and sewer easements to the Town over portions of Tax Map Parcel 12J-2, owned by GREEN PEARL HOSPITALITY LLC and directed the Mayor to execute documents on behalf of the Town.

Purchase of In-Car and Body-Worn Camera Systems for the Police Department

Council authorized the purchase, through cooperative contracting a bundled package consisting of twenty-six (26) Motorola body-worn camera systems and fourteen (14) in-car camera systems for the Police Department in the amount of $249,396.08.

Resolution and Energy Schedule for Tallgrass Power Purchasing Agreement with AMP

Council approved a Resolution Authorizing the Execution of 2027 Waste Heat Energy Schedule with American Municipal Power, Inc. (AMP) and Other Actions for Tallgrass Power Purchase, as presented, and authorizes the Town Manager to execute and deliver the 2027 Waste Heat Energy Schedule with such changes as the Town Manager may approve as neither inconsistent with this Resolution nor materially detrimental to the Municipality on behalf of the Town.

Reappointment to the Planning Commission

Council reappointed Andrew Brooks to the Planning Commission for a 4-year term beginning August 31, 2025 and ending August 31, 2029

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Councilman Ingram moved seconded by Councilman Rappaport that Council approve the Consent Agenda as presented.

Mayor Cockrell advised that the Consent Agenda included reappointing Andrew Brooks to the Planning Commission.

Vote: Yes – Councilmembers Wood, Veitenthal, Sealock, Rappaport, Ingram, DeDomenico-Payne
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

BUSINESS ITEMS - NONE

CLOSED MEETING

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

1) pursuant to Section 2.2-3711(A)(3) of the Code of Virginia, for discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, more specifically, a portion of the Peyton Street Parking Area, and,

2) pursuant to Section 2.2-3711(A)(8) of the Code of Virginia, for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, more specifically, the insolvency and disposition of assets of the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia.

Vote: Yes – Councilmembers Wood, Veitenthal, Sealock, Rappaport, Ingram, DeDomenico-Payne
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

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

Vote: Yes – Councilmembers Wood, Veitenthal, Sealock, Rappaport, Ingram, DeDomenico-Payne
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

The meeting adjourned at approximately 8:45pm.

Approved by Town Council
Date: _____

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

Roll Call by Clerk of Council

PRESENT: Mayor Lori A. Cockrell
Vice Mayor Amber F. Veitenthal
Councilman H. Bruce Rappaport
Councilman R. Wayne Sealock
Councilman Glenn E. Wood
ABSENT: Councilwoman Melissa DeDomenico-Payne
Councilman Joshua L. Ingram
OTHERS PRESENT: Town Manager Joseph W. Petty
Town Attorney George M. Sonnett, Jr.
Clerk of Council Tina L. Presley
Various members of the staff and public

NEW BUSINESS

Purchase of a 20-foot Tilt Trailer and Purchase of a 12-foot Dump Trailer - Purchasing Manager Michelle Campbell gave an overview of both trailers explaining their replacements and procurement. The 20-foot trailer is a hydraulic tilt trailer to replace a 2004 16-foot manual tilt trailer. And the 12-foot dump trailer was to replace an 8-foot utility trailer both for use in the Public Works Department. Council briefly discussed various line-item costs including delivery and appreciated local businesses bidding. Council agreed to add both items to the consent agenda for August 25th.

Town of Front Royal Employee Handbook Update – Section 5: Paid Time Off (PTO) and Other Absences – Human Resources Director Laura McIntosh gave an overview of the requested changes to the Employee Handbook specifically the change to full-time paid time off benefits explaining that the changes consolidated the current sick and vacation leave policies into a unified Paid Time Off (PTO) Policy. She listed several key advantages to the adoption of the Policy: 1) longevity incentives, 2) competitive alignment and retention efforts, 3) administrative efficiency, 4) employee flexibility and 5) workplace culture. Finance Director BJ Wilson explained the Government Accounting Standards Board (GASB) 101 new liability requirements for compensated absences and advised that the Town had to do something as suggested by the auditors. Miss McIntosh continued with a presentation to Council that explained 1) review of current leave policies, 2) benchmarking to surrounding localities with graphs and charts showing the comparisons and 3) GASB 101. The goal she noted was to have competitive benefits to retain and attract employees. To reach this goal could be attained by two options: 1) increase sick and vacation benefits under the current system or 2) convert to PTO. She then continued to explain the option of PTO. She provided and explained the following: 1) a snapshot of what an employee could earn, 2) a proposed PTO Plan vs Comparators, 3) Sick Leave Reserve (SLR), 4) the current system vs the proposed system and 5) examples showing the payout.

Council questioned those who could not use their leave at the end of the year. Ms. McIntosh advised that the Town Manager reviews those requests and decides accordingly. It was clarified that employees use their leave the way they want to under the proposed PTO Policy. After much discussion about funeral leave, Council suggested to remove the 24 hours and replace it with a flat three days. Discussion ensued about holiday pay with relation to scheduled and unscheduled leave. Town Manager Joe Petty advised that he was comfortable with the change to the policy noting that Ms. McIntosh, Mr. Wilson and Town Attorney George Sonnett have reviewed it and are good with it. He noted that it has also been shared with staff to field any questions. He expressed the importance of long-term employees and retaining knowledge. Ms. McIntosh explained the Sick Leave Reserve (SLR) noting it was an individual reserve not a group reserve like traditional sick banks. Council liked the idea of incentivizing people to stay. Mr. Wilson advised that this was brought about by GASB 101 and hoped that Council could approve it August 25 for financial reasons.

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Council agreed to add it to the August 25 agenda under Business Items. It was reiterated that the Funeral Leave would be amended to reflect three days.

Zoning Text Amendment to Town Code §175-84.B. to Add Language Restricting the Redevelopment of Historic Residential Sites to Single-family Dwelling Units in the Residential Area of the Town's Historic District, and §175-29 to Add Language Preventing the Conversion of Single-family Residential Structures into Multifamily or Two-family Dwellings - Director of Planning Lauren Kopishke explained that the Planning Commission and the Board of Architecture Review (BAR) met in a joint meeting to discuss this text amendment that, if approved, would limit all new construction in the residential portion of the Historic District to only single-family homes and preserve all existing single-family homes. Council voiced concern about the vacant lot that was approved for duplexes recently. Ms. Kopishke advised that approval would stand as is, but if the text amendment were approved duplexes and townhomes would no longer be permitted. It was also confirmed that the text amendment would prevent the conversion of single-family homes into multi-family structures (apartments). There was much discussion about how to enforce such a conversion, but concluded it would be difficult to catch them, but if they did, they could bring them into compliance. Vice Mayor Veitenthal expressed her love of preserving history, but the appetite of the market was not Victorian homes either building one or maintaining one. She opined that converting one into two units drives up eco-tourism and that most people who care to see the preservation can accomplish it without it being a single-family home. She voiced concern that Council was putting themselves in a box by restricting it to only new construction and not maintenance and charm of existing buildings. Councilman Rappaport opined that the intent was to maintain what we have noting that some property owners take care of their properties and some do not. Councilman Wood noted that the Planning and Zoning Department was working towards enforcement. Councilman Sealock gave an example of an elderly woman who voiced concerned that she could no longer take care of her house and would like to make the upstairs an apartment so she could keep her house. Council agreed to continue discussion at the first work session in September [September 2].

Town Charter Amendment – Town Manager Residency – Mayor Cockrell explained the reason why this item was being discussed and the importance of revising the Town Charter and subsequently the Town Code to reflect the changes to the Town Manager's residency requirements. She stated that a public hearing was required and if approved would move to the Town's General Assembly representative in November. After a brief discussion Council agreed to move it to a public hearing on August 25th.

ACTION ITEM

Zoning Text Amendment to Town Code §175-3 to Define Designated Special Circumstance Housing, and §§175-12.1, 175-18.2.B., 175-20.1, 175-30 and 175-37.3 to add Designated Special Circumstance Housing Performance Standards by Special Use Permit and Create §175-153 to add Designated Special Purpose Housing Performance Standards – Ms. Kopishke explained the text amendment was being proposed due to the number of applications recently submitted for lodging houses. She gave a presentation showing the basis and justification of the study. Mr. Petty advised that after further legal review it was recommended that this matter be acted on tonight to refer it back to the Planning Commission to ensure its compliance with state code §15.2-2291 as there seemed to be a conflict.

Councilman Wood moved seconded by Vice Mayor Veitenthal that Council refer the above text amendment to the Planning Commission to make potential changes in accordance with Virginia Code §15.2-2291.

Vote: Yes – Councilmembers Wood, Veitenthal, Sealock, Rappaport
No – N/A
Absent – Councilmembers Ingram and DeDomenico-Payne
Abstain – N/A ROLL CALL

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CLOSED MEETING

Councilman Rappaport moved seconded by Vice Mayor Veitenthal that Town Council convene a closed meeting, pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purpose: 1) pursuant to §2.2-3711(A)(1) of the Code of Virginia, for the discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body, more specifically, Clerk of Council

Vote: Yes – Councilmembers Wood, Veitenthal, Sealock, Rappaport, Ingram (virtual)
No – N/A
Absent – Councilmembers Ingram and DeDomenico-Payne
Abstain – N/A ROLL CALL

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

Vote: Yes – Councilmembers Wood, Veitenthal, Sealock, Rappaport, Ingram (virtual)
No – N/A
Absent – Councilmembers Ingram and DeDomenico-Payne
Abstain – N/A ROLL CALL

Adjourned approximately 9:06pm.

Approved by Town Council

Date: ----------

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

CALL TO ORDER

The work session of the Front Royal Town Council was called to order by Mayor Lori A. Cockrell on Monday, August 11, 2025, at 7:00 p.m. in the Town Hall Council Chambers.

APPOINTMENT OF CLERK PRO TEMPORE

Councilman Wood moved, seconded by Councilman Sealock, that Council appoint Hillary Wilfong as Clerk Pro Tempore for the evening's work session. Motion carried.

Mayor Cockrell announced that Vice Mayor Veitenthal would be participating in the meeting remotely due to a family member's medical condition requiring her care, which prevented her physical attendance, in accordance with Virginia Code § 51.5-40.

Roll Call by Clerk Pro Tempore

PRESENT:

- Mayor Lori A. Cockrell
- Councilwoman Melissa De-Domenico Payne
- Councilman Joshua L. Ingram
- Councilman H. Bruce Rappaport
- Councilman R. Wayne Sealock
- Councilman Glenn E. Wood
- Vice Mayor Veitenthal (remote participation)

OTHERS PRESENT:

- Town Manager Joe Petty
- Town Attorney George M. Sonnett, Jr.
- Clerk Pro Tempore Hillary Wilfong
- Various members of staff and the public

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Downtown Front Royal, Inc. (DFRi) - Ms. Aders provided updates on recent activities and events. She reported that DFRi is continuing work on the 2025–2026 Mobilizing Main Street Program, an initiative led by the Virginia Department of Housing and Community Development (DHCD).

She noted that in July, DFRi hosted a Gazebo Party fundraiser with the goal of raising funds for the "LOVE" sign on Main Street. The event grossed $50,000. DFRi also applied for and was awarded the FY26 Virginia Main Street Community Vitality Grant in the amount of $15,000 to supplement funding for the sign project. Ms. Aders shared that the Farmers Market – "Farm to Market on Main" – is being held every Sunday from May through October at the John Marlow Gazebo. The market has grossed $9,000 from vendors so far this year and continues to grow. DFRi is exploring additional advertising opportunities to promote the Farmers Market.

She stated that DFRi is in its 18th month of their grant process, and the board members are actively attending meetings and networking with other localities and businesses. A survey of downtown businesses has been initiated and will be conducted on an ongoing basis. In July, DFRi implemented monthly reporting, which was shared with Council. This reporting will become mandatory if DFRi advances to the next level of the Main Street Program, which Ms. Aders stated will strengthen the board's business skills and data collection efforts.

As part of the Mobilizing Main Street Program, Main Street America will visit Front Royal at the end of August to tour downtown, conduct a community survey, and hold three community meetings—one for local government, one for business owners, and one for residents—to gather feedback. The outcome will be a Transformation Strategy for Front Royal, which is required for DFRi to advance in the program. Once dates are finalized, Ms. Aders will provide them to Council. Mayor

Cockrell asked if the Transformation Strategy is required to move forward in the program. Ms. Aders confirmed that it is, noting that additional requirements include a work plan, business inventory, and asset mapping.
Councilman Wood asked if the study area would be limited to downtown. Ms. Aders responded that the focus is downtown, but mapping is still in progress, extending to Chester Street and Peyton Street.

Ms. Aders also highlighted multiple grant opportunities discovered since joining the Mobilizing Main Street Program, including grants for sidewalks, crosswalks, and light fixtures. All are matching grants, and she encouraged the Town to consider potential partnerships with DFRi when drafting the budget. Councilwoman De-Domenico Payne asked if DFRi has a system for tracking funding and grants. Ms. Aders confirmed that they do. Council thanked Ms. Aders for her work and presentation.

NEW BUSINESS

A. Clarifier Launder Covers – Wastewater Treatment Plant

Michelle Campbell, Purchasing Manager, presented a request for Council to approve the purchase of two (2) Secondary Clarifier Launder Covers, including installation and an additional three-year warranty, from Sherwood Logan of Richmond, Virginia, as a sole source procurement in accordance with V.P.P.A. guidelines, in the amount of $99,700. Ms. Campbell stated that on Thursday, August 7, 2025, the Purchasing Department received a request from the Wastewater Treatment Plant to procure the clarifier covers. Installation will greatly inhibit algae growth, improve effluent turbidity values, reduce polymer chemical costs, and prevent recurring UV disinfection system damage caused by algae strands.

Council approved the request and agreed to add the item to the Consent Agenda for the August 25, 2025, meeting.

B. E. Prospect Street Bridge Replacement – Engineering Services

Michelle Campbell, Purchasing Manager, presented a request for Council to approve a task order with Mattern & Craig, Inc. for engineering services related to the replacement of the E. Prospect Street Bridge, in the amount of $135,700. A detailed Scope of Services outlining the proposed work and associated costs was provided for reference. Ms. Campbell noted that the project was partially funded through the VDOT Revenue Sharing Program, with costs shared equally (50/50) between VDOT and the Town. Staff will return to Council with a budget amendment to allocate the necessary funds to award a construction contract for the bridge.

Councilman Wood asked if funding was available in the budget for the bridge. Finance Director B.J. Wilson responded that funds had been set aside for this project a few years ago; however, additional funding was needed and subsequently secured from VDOT, bringing the project within budget guidelines. Councilman Wood also asked for clarification on the bridge structure. Mr. Wilson stated that the bridge will be replaced with the same model, per the engineer's design.

Council agreed to place this item under New Business for the August 25, 2025, meeting.

C. Enterprise Resource Planning (ERP) Software-

Finance Director B.J. Wilson, along with Ross DeFalle (participating via Teams from Berry Dunn), presented a request for Council to award a contract to Univerus Inc., a subsidiary of Blue Ocean Systems LLC, for enterprise resource planning software.
The proposed contract includes:

- Implementation & Professional Service Fees: $448,189.59 (one-time)
- Year 1 Subscription Fees: $218,996.00
- Total Year One Cost: $622,366.63
- Annual Subscription Fees (Years 2–5): $218,996.00 per year

Mr. Wilson explained that the Town's existing financial and utility billing software, originally installed in 2003 as Pentamation and now known as Central Square's Community & Finance Plus, was last upgraded in April 2016. Previous attempts to implement a newer Superion package in 2018 were unsuccessful, resulting in contract termination and a refund.

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The Univerus contract does not include real estate and personal property tax billing, which will remain on the Town's current B.A.I. Municipal Software. However, Univerus has agreed to develop a custom program allowing tax payment receipting within its system, enabling the Town to use a single cashiering platform rather than the two currently in use.

Councilman Wood confirmed that the project was budgeted, and Mr. Wilson stated it is budgeted for the current year and will be in future budgets. Funding for implementation and professional services will cover installation, training, and conversion of existing Town data.

Mr. Wilson emphasized that the software would benefit staff without reducing staff levels, enhance citizen services through online payments, track water/energy usage, and assist with future asset management and projects such as net metering. Mr. DeFalle added that the software will revolutionize how the Town reports to Council and support data-driven decision-making.

Due to the financial nature of the request, this item will be placed under New Business for consideration at the August 25, 2025, Council Meeting.

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D. Enterprise Resource Planning Software Project Management-

Finance Director B.J. Wilson, along with Mr. DeFalle, presented a request for Council to award a contract to Berry, Dunn, McNeil & Parker LLC (Berry Dunn) in the amount of $212,376.00 for project management and implementation assistance related to the Town's ERP project. The Town will utilize cooperative contracting through George Mason University for procurement. Berry Dunn previously assisted the Town in selecting the software vendor and is already familiar with both the chosen software and the Town's current processes.

Mr. Wilson stated that this was the first software conversion of this scale for the Town. Successful implementation will require extensive staff training, process changes, and the introduction of new procedures. As project manager, Berry Dunn will:

- Oversee project schedules
- Facilitate data conversion processes
- Identify opportunities for technical enhancements
- Identify and mitigate risks
- Oversee testing and training
- Provide go-live support

Councilman Rappaport asked if there would be an online forum with other localities using similar software. Mr. Wilson stated that Berry Dunn does not have such a forum, but Univerus has connected the Town with other localities.
Council agreed to place this item under New Business for the August 25, 2025, Council Meeting.

E. Merchant Services-

Finance Director B.J. Wilson updated Council on staff negotiations with Paymentus to provide merchant services for payment processing. He stated that Council will be requested to award a contract to Paymentus, whose system integrates with Univerus software to streamline in-person and online payments and provide automated bank reconciliations.

The method of procurement will be cooperative contracting. While Univerus can use other merchant service providers, some functionality may be lost. Mr. Wilson noted that most software providers require contracting with a specific merchant service vendor. Paymentus will collect contracted processing fees directly from payments, and the Town will not be billed for payment processing. Currently, the Town uses Heartland Payment Systems, which requires the Town to collect and pay processing fees. Mr. Wilson also explained that Paymentus will cover nearly all transactions, with the Town only needing to purchase terminals for credit card machines.

Council agreed to place this item under New Business for the August 25, 2025, Council Meeting.

F. Purdue Pharma Settlement Participation-

Town Attorney George Sonnett presented a request for Council to authorize the Town Manager to execute a participation and release form for the Town to be considered as a Participating Subdivision in the Governmental Entity & Shareholder Direct Settlement Agreement involving Purdue Pharma, L.P. and the Sackler Family. While the Town would not receive any direct funds—since distributions would go only to cities and counties—participation could allow the Town to have input on how settlement funds are used. Mr. Sonnett explained that local participation rates will determine whether the settlement proceeds and whether Virginia receives the maximum payment.

Mayor Cockrell referenced a previous settlement with spending stipulations but expressed support for proceeding.

Council agreed to place this item under Consent for the agenda for the August 25, 2025, Council Meeting.

CLOSED MEETING CERTIFICATION

Councilman Wood moved, seconded by Councilman Sealock, that to the best of each member's knowledge, as recognized by each Council member's affirmative vote, 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.
Vote by Roll Call:

- Yes – Councilmembers Wood, Sealock, Rappaport, Ingram, De-Domenico Payne, Veitenthal (remote)
- No – None
- Absent – None
- Abstain – None

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

- Yes – Councilmembers Wood, Sealock, Rappaport, Ingram, De-Domenico Payne, Veitenthal (remote)
- No – None
- Absent – None
- Abstain – None

ADJOURNMENT

The meeting adjourned at approximately 9:12 p.m.

Approved by Town Council

Date: ----------

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Proclamation

Front Royal Little League U-12 All Stars
2025 Virginia State Little League Champions

Whereas, on July 23, 2025, the following **FRONT ROYAL LITTLE LEAGUE U-12 ALL STARS** claimed the 2025 Virginia State Little League Championship title in Caroline County, Virginia, after defeating several teams for the District 3 Championship title and a field of 16 teams for the state title; and,

Deuce Newman	#27	Max Elliott	#19
Hunter Seal	#22	Miles Henry	#23
Jace McLendon	#2	Remi Wines	#6
Jase Delfi	#3	Titus Good	#12
Kam McIntyre	#7	T.J. Cook	#50
Kirk Briggs	#34	Tye Kincer	#99

Coaches: Jesse Henry and Shane Wines and Manager: Joe Cook

Whereas, on July 31, 2025, they continued their journey to the Southeast Regionals in Warner Robins, Georgia to compete against seven other teams [Alabama, Florida, Georgia, North Carolina, South Carolina, Tennessee and West Virginia]; and,

Whereas, the challenge of constant weather delays and saturated fields only made them more determined to reach their goal of playing in the semi-finals a reality; and,

Whereas, the team's determination, strife, and grit to move forward during every game is one of complete admiration making the communities of Front Royal and Warren County proud of their achievement; and,

Now, Therefore, the Mayor and Town Council of the Town of Front Royal congratulate the **FRONT ROYAL LITTLE LEAGUE U-12 ALL STARS,** coaches and manager for winning the 2025 Virginia State Little League Championship and making their community proud of their success, determination and attitude during all the games and tournaments they played in during the 2025 Little League season.

APPROVED:

Lori A. Cockrell, Mayor

ATTEST:

Tina L. Presley Clerk of Council

This proclamation was proclaimed at the Front Royal Town Council Meeting on Monday, August 25, 2025

REGULAR COUNCIL MEETING
AGENDA STATEMENT

Meeting Date: August 25, 2025 Item# 07A

Agenda Item: PUBLIC HEARING – Receive Public Comment on an Application from Aaron & Harmony Hike and Aaron Hike Trustee to Vacate Approximately 13,324 square feet of N. Royal Avenue and the Unimproved Alley between North Royal Avenue and Virginia Avenue.

Summary: Pursuant to Virginia Code §15.2-2006, Council will receive comment from the public pertaining to an application received from the owner of record Aaron and Harmony Hike and Aaron Hike Trustee requesting that the Town vacate approximately 13,324 square feet on N. Royal Avenue and the unimproved alley located between N. Royal Avenue and Virginia Avenue and adjacent to 1516 N. Royal Avenue. The adjoining property owners were notified of tonight's public hearing.

Adjacent property owners have been notified of this public hearing.

Budget/Funding: N/A

Meetings: Applications requesting to vacate this alley date back to 2020. The latest application was discussed and acted on to advertise for a public hearing during the July 14, 2025 Work Session.

Proposed Motion(s):

1) I move that Council appoint viewers to view the vacation application from Aaron and Harmony Hike and Aaron Hike Trustee to discontinue and vacate 13,324 square feet of N. Royal Avenue, and an unimproved alley between N. Royal Avenue and Virginia Avenue, and adjacent to 1516 N. Royal Avenue, and report any inconveniences that would result to the public from granting approval of the request of Aaron and Harmony Hike and Aaron Hike Trustee application.

2) I move that Council adopt an ordinance as presented conditionally approving the vacation and sale request from the applicant.

3) I move that council deny the vacation application from Aaron and Harmony Hike and Aaron Hike Trustee to discontinue and vacate 13,324 square feet of N. Royal Avenue, and an unimproved alley between N. Royal Avenue and Virginia Avenue, and adjacent to 1516 N. Royal Avenue.

Moved _____ *Seconded* _____

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

VACATION OF STREETS AND ALLEYS and OTHER TOWN RIGHTS-OF-WAYS APPLICATION

APPLICANT INFORMATION

(please print)

Name Aaron Hike

Mailing Address 417 N Royal Ave.

Front Royal, VA 22630

Phone # [redacted] **E-mail** [redacted]

VACATION INFORMATION

Description (please select all that apply)

☐ **Street/Portion of Street**

■ **Alley/Portion of Alley**

☐ **Other** *(please specify)* _____

Location

North and East side of property abuiting 1516 N Royal Ave., Front Royal VA 22630

Reason for request

Property is currently maintained by us, setback is unusually wide

■ **Current Plat Attached Showing Property to be Vacated**

Applicant's Signature _____ Date 4/17/2025

Completed application shall be returned by mail or delivery to:
Town Manager's Office, Town Hall, 102 E. Main Street, P.O. Box 1560, Front Royal, VA 22630
Additional Information: Town Manager's Office (540)635-8007, Monday-Friday, 8:00am – 5:00pm

Revised 3/1/22

TOWN COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA

ORDINANCE APPROVING THE CLOSURE AND VACATION OF APPROXIMATELY .2942 ACRE OF PUBLIC RIGHTS-OF-WAY IN A PORTION OF N. ROYAL AVENUE ABUTTING 1516 N. ROYAL AVENUE AND IN AN UNIMPROVED VARIABLE WIDTH ALLEYWAY LOCATED BETWEEN N. ROYAL AVENUE AND VIRGINIA AVENUE ABUTTING SEVERAL PROPERTIES

WHEREAS, pursuant to Virginia Code §§15.2-2006 and 15.2-2008, abutting property owners Aaron L. Hike and Harmony F. Hike and Aaron Hike, Trustee ("Applicant") having applied for the vacation and sale of approximately .2942 acre of public rights-of-way, being a portion N. Royal Avenue located in front of 1516 N. Royal Avenue and an unimproved alleyway located between N. Royal Avenue and Virginia Avenue, all as shown and described on plat of survey entitled "Vacation of Town of Front Royal Alley" prepared by Pioneer Land Surveys PLC dated September 1, 2023 ("Rights-of-Way"), said plat of survey being attached hereto and incorporated herein by reference; and,

WHEREAS, following notice to all affected landowners and a duly advertised public hearing held on August 25, 2025, upon the evidence (including any report issued by a duly appointed committee of viewers that no public inconvenience would result from the discontinuance of the rights-of-way), it being the judgment of Town Council that said rights-of-way should be discontinued, closed and vacated subject to certain conditions being satisfied within one hundred twenty (120) days of the adoption of this ordinance approving of the vacation; and,

WHEREAS, Virginia Code §§15.2-1800 authorizes towns to dispose of and sell its real property following a duly advertised public hearing.

NOW THEREFORE, BE IT HEREBY ORDAINED AND ENACTED by the Town Council of the Town of Front Royal, Virginia ("Council"), that the public rights-of-way in the Rights-of-Way are discontinued, closed and vacated subject to the following stated conditions being satisfied within one hundred twenty (120) days of the adoption of this Ordinance, and that if said conditions are not satisfied within that time this Ordinance shall be null and void:

1. Following a second duly advertised public hearing, Council's approval of the sale and conveyance of all of the Rights-of-Way to the Applicant and/or any other

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abutting property owner by quit claim deed, with plat of survey attached, at a sale price negotiated by the Town Manager with abutting property owner(s), and,

2. Payment of the approved purchase price by abutting owner(s), along with payment of the statutorily prescribed costs and fees of publication (and appointment of viewers, if any), with the Town Manager and Town Attorney to approve and execute all documents to be prepared by Applicant and/or other abutting property owner(s) necessary to effectuate the sale and conveyance of Rights-of-Way by quit claim deed, reserving in the Town of Front Royal a 15' utility easement along N. Royal Avenue, and,

3. The Applicant and/or other abutting property owner shall re-subdivide, vacating internal boundary lines as necessary to consolidate abutting portions of Rights-of-Way into approved lot(s).

The Clerk of Council, upon the satisfaction of all conditions of this Ordinance, shall cause a certified copy of this Ordinance to be delivered to the Clerk of the Circuit Court for filing and recording in the land records, indexed with "Town of Front Royal" as Grantor and with Applicant, and/or other abutting property owner acquiring an interest in Rights-of-Way, indexed as Grantee, necessary to further effectuate this Ordinance.

This ordinance shall be effective upon enactment.

****

APPROVED:

_____
Lori A. Cockrell, Mayor

ATTEST:

_____
Tina L. Presley, Clerk of Council

DRAFT

This Ordinance was approved at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on _____, 2025 upon the following recorded vote:

R. Wayne Sealock	__Yes __No	H. Bruce Rappaport	__Yes __No
Joshua L. Ingram	__Yes __No	Melissa DeDomenico-Payne	__Yes __No
Amber F. Veitenthal	__Yes __No	Glenn E. Wood	__Yes __No

A public hearing on the above was held on _____having been advertised in the Northern Virginia Daily on August 11 and August 18, 2025.

****

APPROVED AS TO FORM AND LEGALITY:

_____

George M. Sonnett, Jr. Date
Town Attorney

DRAFT

VACATION OF
TOWN OF FRONT ROYAL ALLEY,
NORTH RIVER DISTRICT,
WARREN COUNTY, VIRGINIA

SCALE:	DATE:	DRAWN BY:
1" = 50'	SEPT. 1, 2023	PMH
JOB:	PAPER SIZE	SHEET:
W20-80	8.5" x 14"	1 OF 1

DRAWING FILE: ALLEY VACATION R1.dwg

PREPARED BY:
PIONEER LAND SURVEYS PLC
P.O. BOX 1012
FRONT ROYAL, VA 22630
540-631-0700

INST.#200005384

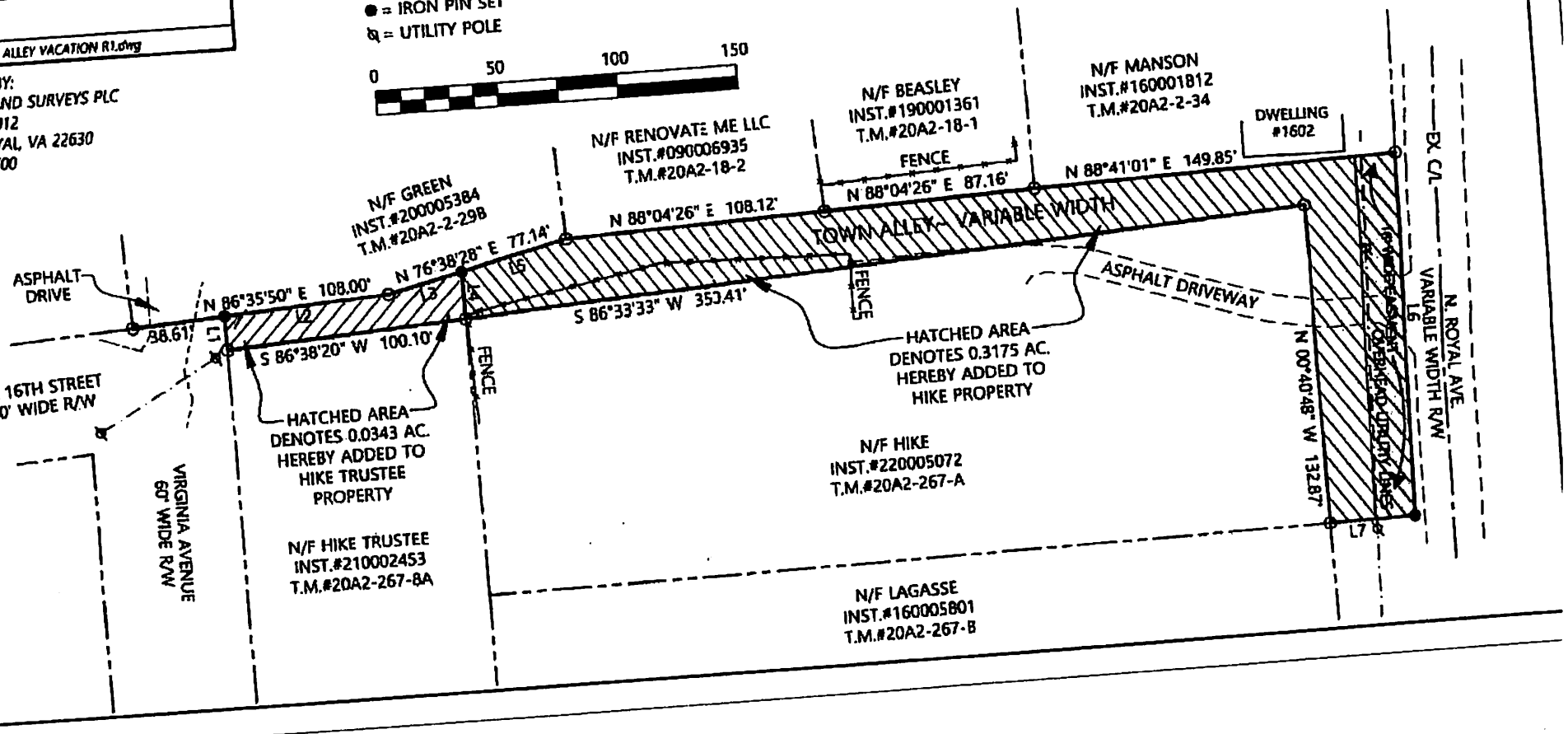
NOTES:
1. THE LAND BOUNDARY SHOWN HEREON IS BASED ON A CURRENT FIELD SURVEY.
2. NO TITLE REPORT WAS FURNISHED. THESE PROPERTIES ARE SUBJECT TO ANY ADDITIONAL EASEMENTS AND/OR COVENANTS THAT MAY NOT BE SHOWN HEREON.
3. ZONED: R-1

LEGEND
O= IRON PIN FOUND
● = IRON PIN SET
℄ = UTILITY POLE

0 50 100 150

LINE	BEARING	DISTANCE
L1	N 00°38'53" W	14.08'
L2	N 86°35'50" E	69.39'
L3	N 76°38'28" E	31.45'
L4	N 00°38'53" W	19.60'
L5	N 76°38'28" E	45.69'
L6	S 00°52'36" W	151.60'
L7	S 89°20'48" W	35.53'

COMMONWEALTH OF VIRGINIA
09/01/23
PRESTON M. HUMPHREYS
Lic. No. 3232
LAND SURVEYOR



REGULAR COUNCIL MEETING
AGENDA STATEMENT

Meeting Date: August 25, 2025 Item# 07B

Agenda Item: PUBLIC HEARING – Receive Public Comment to Request the General Assembly to Grant the Town an Amendment to Town Charter, Chapter IV – Town Manager §14, Removing a Residency Requirement for the Town Manager

Summary: Council is to receive public comment requesting the General Assembly to grant to the Town a proposed amendment to the Town Charter, Chapter IV – Town Manager §14 to remove a residency requirement for the Town Manager. Virginia Code § 15.2-1525, Where officers shall reside, provides that: "B. Notwithstanding the foregoing provisions, and except as other provisions of law may require otherwise, nonelected officers of any locality, and nonelected deputies of constitutional officers, shall not be required to reside in the jurisdiction in which they are appointed." Virginia Code §15.2-202 allows a locality to request the General Assembly to grant an amendment to its existing charter to hold a public hearing with respect thereto, at which citizens shall have an opportunity to be heard to determine if the citizens of the locality desire. The proposed amendment is as follows:

CHAPTER IV. - TOWN MANAGER

§ 14. The council shall appoint a town manager who shall be the chief administrative officer of the town. The town manager shall be chosen by the council solely on the basis of his executive and administrative qualifications ~~and need not, when appointed, be a resident of the town or the State, but during his term of office he shall reside within the town~~. No member of the council shall, during the time for which elected, be chosen as town manager. The town manager shall be appointed for a term acceptable to the town council and the town manager. He shall be removable by the town council for cause. Before the town manager may be removed, he shall, if he so demands, be given a written statement of the reasons alleged for his removal and the right to be heard publicly thereon at a meeting of the council prior to the final vote on the question of his removal but pending and during such hearing the council may suspend him from office. The action of the council in suspending or removing the town manager shall be final, it being the intention of this charter to vest all authority and fix all responsibility for such suspension or removal in the council. In case of the absence or disability of the town manager the council may designate some qualified person to perform the duties of the office during such absence or disability.

Budget/Funding: N/A

Meetings: Work Session held August 4, 2025

Proposed Motion: I move that Council approve a request of the Virginia General Assembly to amend the Town Charter, Chapter IV – Town Manager §14, by removing the residency requirement for the Town Manager, as presented, and direct the Town Attorney and the Clerk of Council to forward the request to the elected representatives of the Town of Front Royal and the County of Warren in the Virginia General Assembly, along with the required publisher's affidavit showing that the public hearing was advertised, along with a certified copy of the Town Council's minutes showing the action taken at the advertised public hearing.

Moved _____ *Seconded* _____

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

Chapter 200 - CHARTER

Front Royal, Town of
County of Warren
Current Charter
Charter, 1937, c. 44.

CHAPTER IV. - TOWN MANAGER

§ 14. The council shall appoint a town manager who shall be the chief administrative officer of the town. The town manager shall be chosen by the council solely on the basis of his executive and administrative qualifications ~~and need not, when appointed, be a resident of the town or the State, but during his term of office he shall reside within the town~~. No member of the council shall, during the time for which elected, be chosen as town manager. The town manager shall be appointed for a term acceptable to the town council and the town manager. He shall be removable by the town council for cause. Before the town manager may be removed, he shall, if he so demands, be given a written statement of the reasons alleged for his removal and the right to be heard publicly thereon at a meeting of the council prior to the final vote on the question of his removal but pending and during such hearing the council may suspend him from office. The action of the council in suspending or removing the town manager shall be final, it being the intention of this charter to vest all authority and fix all responsibility for such suspension or removal in the council. In case of the absence or disability of the town manager the council may designate some qualified person to perform the duties of the office during such absence or disability.

(1937, c. 44)

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§ 15. It shall be the duty of the town manager to supervise the administration of the affairs of the town; to make such recommendations to the council concerning the affairs of the town as may seem to him desirable; to keep the council advised of the financial condition and future needs of the town; to prepare and submit to the council the annual budget estimate; to prepare and submit to the council such reports as may be required by that body; and to perform such other duties as may be prescribed by this charter or required of him by order or resolution of the council, not inconsistent with this charter.

The council shall have power to appoint either the mayor or town manager as chief conservator of the peace within the town and to see that the ordinances of the town and the laws of the State are enforced.

(1937, c. 44)

§ 16. Except as otherwise provided in this charter, the town manager, subject to the consent of the town council, may appoint or employ and he may remove or discharge such officers, employees and

assistants as may be necessary to carry on the work in those departments of the town committed to him by ordinance, in all of their respective details, in an economical and satisfactory manner. The salaries and terms of office or employment of such officers, employees and assistants shall be fixed by the town manager subject to the approval of the town council. His action in all respects shall be subject to review by the council and he shall be accountable to the town council only.

(1937, c. 44)

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REGULAR COUNCIL MEETING
CONSENT AGENDA STATEMENT

Meeting Date: August 25, 2025 Item# 10A

Agenda Item: Purchase of a 20-foot Hydraulic Tilt Trailer

Summary: Council is requested to approve the purchase of a 20-foot hydraulic tilt trailer to replace Asset #706, a 2004 16-foot manual tilt trailer from Huffman Trailer Sales, Inc., located in Rockingham, Virginia, in the amount of $9,278.00. The Town's Procurement Policy and Procedures Manual requires Council approval for all rolling stock purchases.

Budget/Funding: Funding has been encumbered and is available for FY26 as follows:

4500-47001	Highway Maintenance – Machinery & Equipment	$9,278.00

Meetings: Work Session held August 4, 2025

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

Proposed Motion: I move that Council approve the purchase of a 20-foot hydraulic tilt trailer to replace Asset #706, a 2004 16-foot manual tilt trailer from Huffman Trailer Sales, Inc., located in Rockingham, Virginia, in the amount of $9,278.00.

Moved _____ ***Seconded*** _____

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

MEMORANDUM

TO: BJ Wilson, Director of Financing

FROM: Donald B McPaters, Director of Fleet Maintenance DBM

SUBJECT: Purchase of a Tilt Trailer.

DATE: July 7, 2025

The Public Works Department has a Tilt Trailer in the budget to replace a #706 2004 Quality 16' manual tilt trailer with a diamond plate deck. I have Three Quotes from venders throughout the surrounding area. Two vender have given me quotes on a 16' tilt trailer, one with wood floor and 2 others where diamond plate floors. Huffman Trailers sales have given me a quote on a 20' trailer with a hydraulic tilt at a cheaper price than the other two venders. I recommend purchasing the trailer through them.

4500 - 7001

TOWN OF FRONT ROYAL THREE QUOTE FORM

DEPARTMENT Fleet Maintenance BUYER Donald McPaters DATE 7/7/25

DESCRIPTION OF CMMODITIES/SERVICES	QTY	VENDOR	VENDOR	VENDOR
Tilt trailer	1	2025 Hydraulic Tilt 20' trailer 15,000lb diamond plate deck	2026 16' tilt trailer diamond plate deck	2026 16' Tilt trailer Tilt Wood Floor
COST OF COMMODITIES/SERVICES (LESS FREIGHT) FREIGHT/DELIVERY COST/CORE GRAND TOTAL, NET THIRTY TERMS PRICES FIRM THROUGH		$ 9275.00 $ $ 3.00 temp tag 9278.00	$ 9550.00 $ $ 9550.00	$ 9195.00 $ spare tire 235.00 9430.00
Quotations on this form have been solicited by the buyer indicated on this form without furnishing any information to a vendor which may afford a vendor an advantage over another vendor. The undersigned has hereby solicited three valid quotations in accordance with the Town of Front Royal's purchasing procedures.	VENDOR NAME FED TAX I.D./SSN#	Huffman Trailers Sales	Crims Trailer Sales	Artrip Trailers
	ADDRESS	4124 North Valley Pike	214 Commerce Ave	1726 Front Royal Pike
	CITY, STATE	Rockingham Vav22802	Front Royal Va 22630	Winchester VA 22602
	PHONE/FAX	540-434-3530	540-635-8201	540-662-5028
	CONTACT	Casandra Wiseman	Tony Crim	fmchdh1873@aol.com
Number of vendors solicited 3 If none, please state reasons on the back of this form	BUYERS SIGNATURE: Donald BM McPaters			

Auto Maintenance

From: fmcdh1873@aol.com
Sent: Thursday, July 3, 2025 4:13 PM
To: Auto Maintenance
Subject: QUOTES on SURE TRAC Tilt & Dump Trailers (ARTRIP TRAILERS)

Below is the quotes you requested for a new SURE TRAC Tilt & Dump trailers.

Trailer # 1 2026 Wood floor

7' wide x 16' long full bed tilt
2 x 7000 lb axles = 14000 lb gross weight (Trailer and load)
4 wheel brakes
12 volt safety brake
8 lug 16" 10 ply tires & wheels
2 & 5/16" Adjustable ball coupler
Both fenders are removable
All LED lights
Spare tire mount
4 D-Ring chain tie downs (1 on each corner)
12000 lb jack
Encased modular wiring harness
100 % Powder Coated

Price sitting on our lot is **$ 9195.00**
Optional Spare tire & wheel is **$ 235.00**

Trailer # 2 2023 wood floor

7' wide x 18' long full bed tilt
2 x 7000 lb axles = 14000 lb gross weight (Trailer and load)
4 wheel brakes
12 volt safety brake
8 lug 16" 10 ply tires & wheels
2 & 5/16" Adjustable ball coupler
Both fenders are removable
All LED lights
Spare tire mount
4 D-Ring chain tie downs (1 on each corner)
12000 lb jack
Encased modular wiring harness
100 % Powder Coated

Price sitting on our lot is **$ 9495.00**
Optional Spare tire & wheel is **$ 235.00**

Trailer # 3 2023

5' wide x 10' long 2 axle dump
Combination spreader/barn doors
Tarp kit installed
Stake pockets
2 x 3500 lb axles = 7000 lb gross weight (Trailer and load)
4 wheel brakes
12 volt safety brake
5 lug 15" 6 ply tires & wheels
2 & 5/16" ball coupler
All LED lights
Spare tire mount
4 D-Ring chain tie downs (1 on each corner)
Top crank jack
Encased modular wiring harness
100 % Powder Coated

Price sitting on our lot is **$ 7995.00**
Optional Spare tire & wheel is **$ 135.00**

Build time on these trailers is about 4 to 6 weeks.

Prices quoted are based on current product pricing and subject to change due to steel tariffs at time of completion.

The dump trailer is available now on our lot now as stock inventory.
I also have an 18' 14000 lb tilt in inventory for **$9295.00** plus spare tire **$235.00**
These two trailers are left over trailers but are brand new and carry full warranty.

If you have any questions please feel free to give us a call at
540 662 5028

Thank you
Frank Artrip owner

ARTRIP TRAILERS
1726 Front Royal Pike
WINCHESTER VA 22602

CRIM'S TRAILER SALES INC.
214 Commerce Ave. Front Royal VA 22630 info@crimstrailer.com

Quote for trailers:

We will sell to:
Town of Front Royal

2024 Holmes 6-4X12M3.5K
Which is a landscape style trailer
$3150.00 in stock

2026 Quality 16' T diamond plate tilt
7K electric brake axles
$9550.00 to be ordered

Please let us know if you have any questions.

Tony Crim
540-635-8201
Crim's Trailer Sales Inc.
214 S Commerce Ave
Front Royal VA 22630

Auto Maintenance

From: Casandra Wiseman <casandra.huffmantrailers@gmail.com>
Sent: Monday, July 7, 2025 9:00 AM
To: Auto Maintenance
Subject: Trailer Quote
Attachments: Quote_209899.pdf

Donald,
Here is the quote on the 7x20 Hawke Tilt Trailer, we are currently out of the Hawke 6x12 dump trailers, I can get you a price and estimated lead time if that's something you are interested in.
Thanks
Casandra

--
Casandra Wiseman
Huffman Trailer Sales
(540) 434-3530 ext.2

Huffman Trailer Sales, INC

4124 North Valley Pike
Rockingham, VA 22802
(540) 434-3530

Quote **209899**

VALID UNTIL 08/05/2025
CREATED 07/07/2025
SALESPERSON Casandra Wiseman
casandra.huffmantrailers@gmail.com

BILL TO	SHIP TO
Town of Front Royal	Town of Front Royal

CUST PO		CONTACT	Town of Front Royal
SHIP OUT	Will Call	DROP SHIP	No

#	PART	DESCRIPTION	QTY	RATE	DISC	NET	EXT
1	OMS	1037 - EQ SN:7PWFE202XSM002035 2025, HAWKE, EQUIPMENT , STEEL, 80 IN Wide X 20' FT Long, GVW 15000 Lbs, Empty Weight 3800, Color BLACK, DIAMOND PLATE DECK, POWER UP & DOWN, 14PLY TIRES, REMOVEABLE FENDERS	1.00	9,275.00		9,275.00	9,275.00
2	Temp. Tag	(ROC) Temp. Tag	1.00	3.00		3.00	3.00

PAYMENT	DETAILS	DATE	AMT

COMMENTS

SUBTOTAL	9,278.00
TOTAL	**9,278.00**
PAYMENTS	0.00
BALANCE DUE	**9,278.00**

ACCEPTANCE: _____ **DATE:** _____

NO RECEIPT NO RETURN---NO returns after the 5th of the following month---NO returns on ANY electric components---NO returns on any custom fit hitches---SPECIAL ORDER ITEMS has a 30% re-stocking fee---SPECIAL ORDER ITEMS not picked up within 15 days of arrival at Huffman trailer sales will be placed into inventory with NO RETURN of shipping cost or deposit made for purchase---SPECIAL ORDER ITEMS returned will have a 40% restocking fee---A 30% restocking fee is applied to customer that purchased wrong part for trailer on customer knowledge!! ***Re-Tighten lug nuts @ 50miles of use to the CORRECT torque***

REGULAR COUNCIL MEETING
CONSENT AGENDA STATEMENT

Meeting Date: August 25, 2025 Item# 10B

Agenda Item: Purchase of a 12 Foot Dump Trailer

Summary: Council is requested to approve the purchase of a 12-foot dump trailer to replace Asset #607, a 2006 8-foot utility trailer from Huffman Trailer Sales, Inc., located in Rockingham, Virginia, in the amount of $7,778.00. The Town's Procurement Policy and Procedures Manual requires Council to approve all rolling stock purchases.

Budget/Funding: Funding has been encumbered and is available for FY26 as follows:

9602-47001	Water Maintenance – Machinery & Equipment	$3,889.00
9802-47001	Sewer Maintenance – Machinery & Equipment	$3,889.00

Meetings: Work Session held August 4, 2025

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

Proposed Motion: I move that Council approve the purchase of a 12-foot dump trailer to replace Asset #607, a 2006 8-foot utility trailer from Huffman Trailer Sales, Inc., located in Rockingham, Virginia, in the amount of $7,778.00.

Moved _____ ***Seconded*** _____

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

MEMORANDUM

TO: BJ Wilson, Director of Financing

FROM: Donald B McPaters, Director of Fleet Maintenance DBM

SUBJECT: Purchase of a 6'X12' Dump Trailer Tilt Trailer.

DATE: July 22, 2025

Water Sewer Maintenance has a trailer in last year's budget to replace a utility trailer. They have requested a dump trailer instead. The utility trailer to be replaced is a #607 2006 utility trailer 5'X8' trailer. Ther 6'X12' dump trailer from Huffman Trailer sales was the best price and would recommend them for the purchase.

TOWN OF FRONT ROYAL THREE QUOTE FORM

DEPARTMENT Fleet Maintenance BUYER Donald McPaters DATE 7/22/25

DESCRIPTION OF CMMODITIES/SERVICES	QTY	VENDOR	VENDOR	VENDOR
6' X 12' Dump Trailer	1	6'X12 Dump Trailer	6'X12' Dump Trailer	5'x10' Dump Trailer
	1			Spare tire $135.00
COST OF COMMODITIES/SERVICES (LESS FREIGHT) FREIGHT/DELIVERY COST GRAND TOTAL, NET THIRTY TERMS PRICES FIRM THROUGH		$ 11300.00 $ $ 11300.00	$ 7778.00 $ $ 7778.00	$ 7995.00 $ $ 8130.00
Quotations on this form have been solicited by the buyer indicated on this form without furnishing any information to a vendor which may afford a vendor an advantage over another vendor The undersigned has hereby solicited three valid quotations in accordance with the Town of Front Royal's purchasing procedures.	VENDOR NAME FED TAX I.D./SSN#	Blue Ridge Trailer Sales	Huffman Trailer Sales Inc	Artrip Trailers
	ADDRESS	9932 Seminole Trail	4124 North Valley Pike	1726 Front Royal Pike
	CITY,STATE	Ruckersville Va 22968	Rockingham Va 22802	Winchester Va 22602
	PHONE/FAX	434-985-6251	540-434-3530	540-662-5028
	CONTACT	Mary	Casandra Wiseman	Frank Artrip
Number of vendors solicited _3_____ If none, please state reasons on the back of this form	BUYERS SIGNATURE: Donald B McPaters			

Auto Maintenance

From: Casandra Wiseman <casandra.huffmantrailers@gmail.com>
Sent: Monday, July 7, 2025 1:55 PM
To: Auto Maintenance
Subject: Re: Trailer Quote
Attachments: Quote_209910.pdf

Here's your quote for the 6x12 dump trailer, It should be in early-mid August
Thanks

On Mon, Jul 7, 2025 at 12:09 PM Auto Maintenance <automaintenance@frontroyalva.com> wrote:

> If you can give me a quote and we can go from there.
>
> **From:** Casandra Wiseman <casandra.huffmantrailers@gmail.com>
> **Sent:** Monday, July 7, 2025 9:00 AM
> **To:** Auto Maintenance <automaintenance@frontroyalva.com>
> **Subject:** Trailer Quote
>
> Donald,
>
> Here is the quote on the 7x20 Hawke Tilt Trailer, we are currently out of the Hawke 6x12 dump trailers, I can get you a price and estimated lead time if that's something you are interested in.
>
> Thanks
>
> Casandra
>
> --
>
> Casandra Wiseman
>
> Huffman Trailer Sales
>
> (540) 434-3530 ext.2

--
Casandra Wiseman

Huffman Trailer Sales, INC

4124 North Valley Pike
Rockingham, VA 22802
(540) 434-3530

Quote **209910**

VALID UNTIL 08/06/2025
CREATED 07/07/2025
SALESPERSON Casandra Wiseman
casandra.huffmantrailers@gmail.com

BILL TO	SHIP TO
Town of Front Royal	Town of Front Royal

CUST PO		CONTACT	Town of Front Royal
SHIP OUT	Will Call	DROP SHIP	No

#	PART	DESCRIPTION	QTY	RATE	DISC	NET	EXT
1	LPTH	HAWKE 6x12 LOW PROFILE DUMP TRAILER 10K	1.00	7,775.00		7,775.00	7,775.00
2	Temp. Tag	(ROC) Temp. Tag	1.00	3.00		3.00	3.00

PAYMENT	DETAILS	DATE	AMT

COMMENTS

SUBTOTAL	7,778.00
TOTAL	**7,778.00**
PAYMENTS	0.00
BALANCE DUE	**7,778.00**

ACCEPTANCE: _____ **DATE:** _____

NO RECEIPT NO RETURN---NO returns after the 5th of the following month---NO returns on ANY electric components---NO returns on any custom fit hitches---SPECIAL ORDER ITEMS has a 30% re-stocking fee---SPECIAL ORDER ITEMS not picked up within 15 days of arrival at Huffman trailer sales will be placed into inventory with NO RETURN of shipping cost or deposit made for purchase---SPECIAL ORDER ITEMS returned will have a 40% restocking fee---A 30% restocking fee is applied to customer that purchased wrong part for trailer on customer knowledge!! ***Re-Tighten lug nuts @ 50miles of use to the CORRECT torque***

Trailer # 3

5' wide x 10' long 2 axle dump
Combination spreader/barn doors
Tarp kit installed
Stake pockets
2 x 3500 lb axles = 7000 lb gross weight (Trailer and load)
4 wheel brakes
12 volt safety brake
5 lug 15" 6 ply tires & wheels
2 & 5/16" ball coupler
All LED lights
Spare tire mount
4 D-Ring chain tie downs (1 on each corner)
Top crank jack
Encased modular wiring harness
100 % Powder Coated

Price sitting on our lot is **$ 7995.00**
Optional Spare tire & wheel is **$ 135.00**

Build time on these trailers is about 4 to 6 weeks.

Prices quoted are based on current product pricing and subject to change due to steel tariffs at time of completion.

The dump trailer is available now on our lot now as stock inventory.
I also have an 18' 14000 lb tilt in inventory for **$9295.00** plus spare tire **$235.00**
These two trailers are left over trailers but are brand new and carry full warranty.

If you have any questions please feel free to give us a call at
540 662 5028

Thank you
Frank Artrip owner

ARTRIP TRAILERS
1726 Front Royal Pike
WINCHESTER VA 22602

Auto Maintenance

From: sales <sales@blueridgetrailer.com>
Sent: Thursday, July 17, 2025 10:43 AM
To: Auto Maintenance
Cc: BRT Accounting
Subject: Dump trailer quote
Attachments: scan_20250714102312.pdf

Hi Donald

Here's the quote for a CAM Superline 6X12 Single Ram 11K trailer for your review. Many thanks for reaching out to us. Let us know if we can help you with this purchase.
My best,

Mary

Blue Ridge Trailer Sales and Service
9932 Seminole Trail
US 29N
Ruckersville, VA 22968
434-985-4151

Customer Quote

BLUE RIDGE TRAILER SALES 434-985-4151 WWW.BLUERIDGETRAILER.COM

Quote :	DQT312275
Entry Date :	07/14/2025
Sales Rep :	Alison
Email :	alison@blueridgetrailer.com

Quote By

Blue Ridge Trailer
9932 Seminole Trail
Ruckersville VA, United States 22968
F: (434)985-6251
P: (434)985-4151

Quote To

front royal

Item	Model	Qty
6 x 12 SD Single Ram Dump 11K	P-RDU7212-110	1

Standard Features

Frame : 6" x 2" Steel Tube
Crossmembers : 3" Steel Channel
Tongue : 5" Steel Channel
Coupler : 2-5/16" Adjustable
Safety Chains : DOT Compliant
Tongue Jack : 7K Drop Leg, Set-Back
Sides : 12-Gauge, 20" Tall
Gate : Triple Acting Tailgate with Chains
Ramp(s) : 3" x 6' Steel Ladder (Slide-In with Carrier)
Fenders : Double Break Tread Plate
Axle : (2) 5200 lb. Spring Brake
Hubs : Easy Lube
Breakaway : Zip™ Cable and Switch, Battery
Tires : ST225/75R15D 8-PR
Wheels : 15", 6-Hole Steel
Exterior Finish : Industrial Grade Polymer Finish
Decking : 10-Gauge Smooth Steel
Tie Downs : (4) 1/2" D-Rings
Tie Downs : Stake Pockets
Tie Downs : Rub Rails
Exterior Storage : Spare Tire Carrier
Exterior Storage : Tongue Mounted Lockable Battery and Pump Box
Tarp : Integrated Tarp Mount and Shroud
Connector Plug : Round 7-pin Blade
Exterior Lights : Full LED, DOT Compliant
Hydraulic Components : 12 Volt Hydraulic Pump
Hydraulic Components : Power Up, Power Down (Single Ram)
12V Electrical : 12 Volt DC 24 Battery
110V Electrical : Battery Charger, 2 Amp

Selected Options

Ladder Ramps Under Bed and D-Rings - SDD	PUPG200002	1
Standard Color Black	PUPG200021	1
Boxed Tarp Kit 6 x 16 with Mounts	PUPG200140	1
Install Mesh Tarp Roller Kit	PUPG200141	1
Install Anti-Sail Rod	PUPG200143	1
	Surcharge	

$ 11,300.00

delivery 6 weeks

REGULAR COUNCIL MEETING
CONSENT AGENDA STATEMENT

Meeting Date: August 25, 2025 Item# 10C

Agenda Item: Purchase of Secondary Clarifier Launder Covers Installation and Warranty for the Wastewater Treatment Plant

Summary: Council is requested to approve the purchase of two (2) Secondary Clarifier Launder Covers installation and an additional 3-year warranty from Sherwood Logan of Richmond, Va., as a sole source procurement in accordance with V.P.P.A. guidelines, in the amount of $99,700.

Installation of the clarifier covers will greatly inhibit algae growth, thus improving effluent turbidity values, saving costs of the procurement of polymer chemicals and reducing the recurring damage to the UV disinfection system, caused by algae strands.

Budget/Funding: The Wastewater Treatment Plan will provide a FY26 Budget Transfer to allocate necessary funds to the following line item:

9801-47001	Machinery & Equipment	$99,700.00

Meetings: Work Session held August 11, 2025

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

Proposed Motion: I move that Council approve the purchase of two (2) Secondary Clarifier Launder Covers installation and an additional 3-year warranty from Sherwood Logan of Richmond, Va., as a sole source procurement in accordance with V.P.P.A. guidelines, in the amount of $99,700.

Moved _____ ***Seconded*** _____

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

SHERWOOD LOGAN

9710 Farrar Court
Suite O
Richmond, Virginia 23236
804.560.5410

Sherwood Logan
9710 Farrar Court, Suite, O
Richmond, Virginia 23236
804.560.5410

Wednesday, August 6, 2025

Mr. Nathan Ruggles
Town of Front Royal, Wastewater Manager

Dear Mr. Ruggles:

Please see the quote below for the secondary clarifier launder covers.

ITEM	QTY	DESCRIPTION
SECONDARY CLARIFIER LAUNDER COVERS FOR TWO CLARIFIERS	2	PROTECTOLITE FIBERGLASS REINFORCED PLASTIC (FRP) LAUNDER COVER FOR 63-FEET DIAMETER SECONDARY CLARIFIER APPROXIMATELY 396 LINEAR FEET OF LAUNDER COVERS, 48" W x 36" D x ¼" THICK. 304 STAINLESS STEEL FASTENERS & HARDWARE INCLUDED, SEE ATTACHED DETAILED SCOPE AND PRODUCT LITERATURE

PRICING:

SUBTOTAL	$86,700.00
FIELD SERVICE (2-DAYS)	$7,000.00
ADDITIONAL 3 YEAR WARRANTY	$4,000.00
FREIGHT/SHIPPING:	PP&A ($2,000 ESTIMATED)
TOTAL PRICE, WITH EST. FREIGHT:	$99,700.00

SPARE PARTS:
None.

EXECUTION:
Installation by Others.

SHERWOOD LOGAN

9710 Farrar Court
Suite O
Richmond, Virginia 23236
804.560.5410

Field Service: Two (2) day and one (1) trip for field service shall be provided by manufacturer's service technician.

EQUIPMENT WARRANTY:

Two (2) year warranty on materials and workmanship with additional three (3) year warranty on materials and workmanship for a total of five (5) years.

DELIVERY:

Submittals, **2-4 weeks** from order; Delivery, **8-12 weeks** after approval.

NOTES:

1. Submittals and O&M manuals are provided.
2. See attached proposal from Protectolite and additional product information.

Please feel free to contact me at the telephone number listed above or 804-837-8526 (mobile) or at dzirkle@sherwoodlogan.com at your earliest convenience.

Sincerely,

Drew A. Zirkle

Drew Zirkle, P.E., DBIA
Sales, Virginia Office

Attachment:

1. Protectolite detailed proposal and product literature.
2. Sherwood Logan & Associates Terms and Conditions.

LONG DESCRIPTION QUOTATION FORM

To: Nathan Ruggles	From: Andrew Szasz
Company: Town of Front Royal	Email: aszasz@protectolite.com
Email: nruggles@frontroyalva.com	Your Reference:
Phone: **540.305.1017**	Our Reference: 25-191 **Rev 1**
Fax: N/A	Date: August 6, 2025
Re: Front Royal VA – LC	Closing:

We are pleased to provide Protectolite Composites Inc's ***Pricing & scope of Supply*** (2) Tanks 63' ft DIA FRP Launder Covers, Density Baffles, Weirs. Scope is based on information provided July 9 2025.

Protectolite™ FRP wastewater components for the clarification process are modular in design; they are made of Protectolite FRP composite and are suitable for outdoor exposure in wastewater environments. They have been installed all over North America from the deep south of El Paso, Texas to the near north of Ft. McMurray, Alberta; *for over 20+ years*, Protectolite™'s FRP wastewater products have met the tough requirements of the wastewater environment.

- *All Protectolite™ FRP components are matched-die-molded, precision made, under high heat & pressure* .
- *All FRP components are designed and manufactured by Protectolite™ Composites.*

Weirs, baffles and troughs



Density current baffles



Pro'Deck Covers



Launder Covers



Protectolite FRP Launder Covers: are modular in design and are made of Protectolite ¼" thick FRP. Covers will be grey in color.

- There will be 396' lineal ft of launder covers
- Launder Covers will be made of hand-layup or vacuum infusion material in a non-walkable surface design system.
- Launder Covers will be 48'' Wide x 36'' Deep x ¼'' FRP
- Covers will be supported from 304SS brackets or FRP brackets
- 304SS hardware and anchorage included
- 304SS cables, latches, handles included
- Covers will open toward the perimeter of the tank
- Resin will be Type I ISO Resin

Included in all the above items:

- Shop Drawings.
- Installation & Maintenance Manual.
- Anchors and hardware
- Covers Supports
- Calculations as specified
- Extended Warranty up to (5) Years
- 2 Days Site Visit
- Freight
    - *Freight is quoted based on daily rates and is subject to change based on real market prices at week of shipment.*

Extras.

- Neoprene gaskets
- Confirmation of site measurements.
- Local PE stamp, if required- $3,000.00.
- Caulking and sealant.
- Assembly, storage & handling, and installation at site.

Delivery/lead times:

- Shop drawings will be prepared 4 weeks of receipt of the purchase order and confirmation/receipt of site drawings c/w all the tank dimensions.
- The delivery of the product will be suited to job requirements
- Delivery & shipping details can be finalized at time of order.

Quotation is valid for 60 days from date of issue.

We look forward to working with you on this WWTP project.

Yours truly,
Protectolite Composites Inc.
Andrew Szasz
President

Warranty Terms:

A. (i) Except as provided in paragraph B hereunder, Seller's sole warranty is that the Goods to be supplied hereunder shall be free and clear from defects in material and workmanship for a period of five (5) years (two (2) year standard warranty and three (3) extended warranty) from the date of Seller's shipment of Goods hereunder to Buyer. If any of the Goods furnished by Seller hereunder are defective within the warranty period, Seller's sole obligation shall be, at its option, to repair or replace, (but not to install), the Goods without cost to the Buyer, unless such defect is due to Buyer's misuse, abuse or neglect of such Goods or such Goods have been altered or repaired other than by Seller, in which case the warranty hereunder shall be void.

(ii) No claim will be allowed or be valid under this warranty unless Buyer notifies Seller of such claim in writing within 30 days after Buyer learns of facts giving rise to such claim. All of Seller's liabilities, if any, with respect to the Goods cease at that time, and no action for breach of Seller's warranties and duties based on actions occurring after such time may be brought. Buyer's failure to test, inspect and make a claim within such period shall be conclusive evidence that the Goods shipped were satisfactory in all respects and shall constitute a waiver of any such claim.

B. (i) Seller does not warrant that use of Goods will achieve any particular result. Seller's sole obligations and Buyer's sole remedies shall be stated as above.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING ANY WARRANTY OF MERCHANTABLITY, FITNESS, OR FITNESS FOR A PARTICULAR PURPOSE.

PROTECTOLITE™
COMPOSITES INC.

LAUNDER COVERS



Reduce algae growth in clarifier feed channels with our lightweight, easy to install Launder Covers

Materials of Construction

Launder Covers are a composite of fiberglass reinforcements and a thermoset resin system. All components are produced by matched metal die molding processes.

Our standard Launder Cover consists of a light grey cover plate with grey structural supports utilizing a corrosion grade polyester resin system.

All Launder Covers are available in fire retardant and various resin grades and color combinations on special orders.

Features

- Reduce launder trough algae growth
- Side opening alternating cover panels
- Custom slopes
- Fit both round and square clarifiers
- Integral stainless steel hinge
- Excellent corrosion resistance
- UV resistant
- Easy to install
- Modular components
- Light weight
- Long service life
- Low maintenance

PROTECTOLITE™
COMPOSITES INC.

LAUNDER COVER SYSTEM



Convenient side opening panels incorporate a hinge that allows 180 degree movement for all hinged panels to open fully .

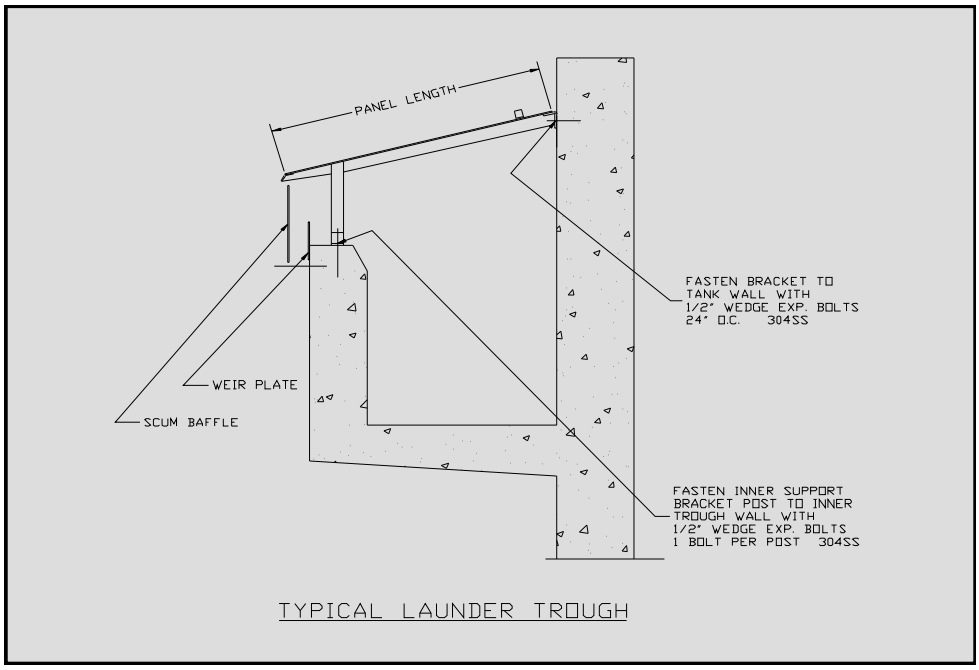
The Problem with Algae

Algae growth in the launder trough and on weir surfaces is unsightly and will eventually impede weir flow. In some plants, algae in the effluent can significantly reduce the system's overall efficiency. Algae removal and cleaning is a time consuming and costly issue for maintenance personnel.

Protectolite™ Composites FRP Launder Covers have been designed to inhibit algae growth in the launder trough and on weir surfaces by blocking sunlight. Without needed sunlight, algae growth is generally reduced to a light film that can be washed away with a hose. Constant cleaning by maintenance personnel is no longer necessary.

As well as improving the overall appearance and operation of the facility, Protectolite™ Composites FRP Launder Covers help protect launder troughs from ice, snow and debris accumulation.

DESIGN



Launder Cover Designs

Protectolite™ Composites offers flexible designs:

Protectolite™ Composites FRP side-opening launder cover. Protectolite's unique side to side opening design offers ease of access and safety benefits to plant operators.
Protectolite ™ Composites FRP open away from design can also be offered according to engineering design preference.

Both Protectolite™ Composites FRP launder cover designs offer:

- Fixed and non fixed cover panels with mounting locations for easy installation as a complete unit.
- Hinged cover panels with a stainless steel hinge attached to the fixed cover panel with four bolts.
- Cover latch handles are located and positioned for easy access by operator.
- Alternating hinged cover panels can open left or right or lie flat against an adjacent fixed panel when fully opened.
- Integrated UV protection throughout the panels.
- Support posts field mounted to top of inner trough wall.
- Special support section is mounted to both the outer tank and inner trough posts.

Other FRP products available from Protectolite™ Composites Inc.



Density Current Baffles



Pro'Deck Flat Cover



Weirs, Scum Baffles & Density Current Baffles



Launder Covers

LAUNDER COVERS

PROTECTOLITE™
COMPOSITES INC.

Corporate Head Office:
84 Railside Road
Toronto, ON. M3A 1A3
Canada

Telephone: 416-444-4484
Fax: 416-444-4485
Email: kszasz@protectolite.com
Web: www.protectolite.com

Contact:

Karl Szasz
President
Email: kszasz@protectolite.com



WEIRS & BAFFLES

Notched and un-notched weir plates and specialty baffles for the water and waste water treatment industry.



PRO'DECK COVERS

Flat covers composed of interlocking planks for easy installation and long life.

www.protectolite.com

PROTECTOLITE™
COMPOSITES INC.



Composite parts for the Water and Wastewater Treatment Industry

www.protectolite.com

Since 1952, Protectolite™ has been your trusted manufacturer of quality, corrosion-resistant, long-lasting composite parts for the Water and Wastewater Treatment Industry.

Protectolite™ components are precision-formed in matched metal die molds ensuring exact fit when installed on site. Our modular design allows for a high degree of component customization. It is easy to cut and install at the job site.

Our products boast a high strength-to-weight ratio and are 30% lighter weight than aluminum. Excellent corrosion-and UV-resistance make them ideal for outdoor use. In addition, they have a low coefficient of thermal expansion, and are easily molded into simple or complex shapes.



WEIRS, BAFFLES AND TROUGHS

The inherent properties of fiberglass reinforced polyester (FRP) Composites make our FRP weirs, baffles and troughs the ideal choice for use in water and wastewater applications.

- Excellent corrosion resistance
- High strength
- Lightweight
- Easy to install
- Long service life in all climates
- Low maintenance

Standard 8′ lengths allow for easy configuration into any custom or standard sized tank.



DENSITY CURRENT BAFFLES

Improve the performance flow of your clarifier with our unique modular design.

- Custom designed baffle sections fit any tank configuration
- Lightweight and modular for easy installation and maintenance
- Separate FRP support brackets for ease of installation
- Custom fabricated to meet your needs

LAUNDER COVERS

Eliminate your algae concerns with our customized launder covers. Our unique modular design fits into any tank configuration.

- Covers can open to the side or toward the center of the tank
- Covers can be alternating open or fixed—or all can be opened
- Lightweight and modular for easy installation and maintenance
- Separate support brackets for fast and easy installation
- Custom fabricated to meet your needs



PRO'DECK COVERS

Eliminate odor emission concerns with our customized Pro'Deck flat tank covers. Our unique modular design fits into any tank configuration.

- Ideal for all types, shapes and sizes of clarifier tanks and ISO container configured water and wastewater treatment systems
- Superior algae and odor control—prevents freeze up and reduces tank contamination
- Molded-in, anti-skid surface will not fall or flake off
- Lightweight and modular for easy installation and maintenance
- Custom fabricated to meet your needs





Protectolite™ Composite Water and Wastewater Industry Product Installations

LAUNDER COVERS

- Mulvane, KS
- Fort Leonard Wood, MO - with Density Current Baffles
- Kearny, MO
- El Paso, TX
- Petersburg, VA
- Fort McMurray, AB
- Grande Prairie, AB
- Pine Creek, Calgary, AB

PRO'DECK FLAT FRP COVERS

- Bobcaygeon, ON - round tanks
- Grande Valley, ON
- Hamilton/Woodward, ON - with trough and auger covers
- Kapuskasing, ON
- New Tecumseth, ON - with rectangular tanks
- Victoria Harbor, ON
- Regina, SK

DENSITY CURRENT BAFFLES, WEIRS AND BAFFLES

- Snow Hill, MD
- Saginaw, MI
- Fort Leonard Wood, MO
- Lebanon, MO
- Rainier, OR
- Burlington Skyway, ON
- Grand Valley, ON
- Sault Ste. Marie, ON
- Simcoe, ON

WEIRS AND BAFFLES

- Miramar, FL
- Fulton County, GA
- Powell Points, NC
- Doswell, VA
- Okanagan, BC
- Hamilton/Woodward, ON - with inlet baffles
- Clarkson, ON
- Moose Jaw & Saskatoon, SK

PROTECTOLITE™
COMPOSITES INC.

84 Railside Road • Toronto, Ontario M3A 1A3 • p 416-444-4484 • f 416-444-4485
www.protectolite.com

SHERWOOD LOGAN

9710 Farrar Court
Suite O
Richmond, Virginia 23236
804.560.5410

GENERAL TERMS AND CONDITIONS OF SALE

PAYMENT TERMS	Unless otherwise agreed, terms are net 30 days from the date of invoice, subject to approved credit, continuously reviewed. BUYER agrees to pay SELLER without reference to BUYER'S contract with owner or others.
PRICES	All quoted prices are honored for 60 days. Clerical errors are subject to correction. The SELLER reserves right to amend quotation at any time prior to acceptance.
TAXES	Prices do not include sales, use, excise, or other taxes. When required by law, taxes will be billed and collected at time of shipment unless a valid exemption is provided to the SELLER.
EXECUTION	The SELLER does not begin work until purchase order is received and all terms and conditions of BUYER'S purchase order are accepted by the SELLER.
DELIVERY	The SELLER will use reasonable diligence in executing the BUYER'S requested delivery schedules and to obtain corresponding commitments from the SELLER'S suppliers.
FREIGHT	All equipment and supplies are sold FOB origin, freight allowed to first destination, prepaid, unless otherwise stated. The SELLER reserves the right to select the method of shipment, routing, and carrier. Any additional transportation costs are accepted by the BUYER. Any necessary claims against the carrier for damaged or lost goods will be filed by the BUYER.
WARRANTY	The SELLER for a period of twelve (12) months, warrants its products to be free from defects in material and workmanship under normal use and service when used as specified. This does not apply to products manufactured by the SELLER'S principals. In such cases, the manufacturer's warranty would apply. No liability is assumed by the SELLER for any labor, material costs associated with replacement, repair and/or removal of defective equipment unless previously approved by the SELLER.
LIMITATION OF LIABILITIES	The SELLER will accept no liquidated or consequential damage provisions. The SELLER functions as a material supplier and will not be a party to the BUYER'S agreement with owner or others. SELLER does not accept subcontract agreements.
BACKCHARGES	The SELLER shall not be liable for any charges incurred by BUYER for work, repairs, replacements, or alterations to the products without the SELLER'S prior written authorization and any adverse consequences resulting from such unauthorized work shall be BUYER'S full responsibility. The SELLER reserves the right to stop work until any backcharge issue is resolved.
SERVICE	System check-out and start-up is generally included, unless specifically excluded. However, these services will not be performed until ninety-five percent (95%) of purchase order price is paid. Three (3) weeks advance notice is required to arrange for start-up service. The BUYER'S failure to provide three (3) weeks notice of request for service may result in additional charges for emergency response. It will be the BUYER'S responsibility to ensure that water and electric service are installed and available. Should a Sherwood-Logan service technician arrive at the job site as scheduled and be unable to perform the work due to incomplete piping, water or electrical installation, the BUYER agrees to pay the SELLER for lost time at our prevailing rates.
NOT INCLUDED	The SELLER does not perform installation of field termination to any primary or secondary devices. Interconnecting pipes, wiring or special brackets are NOT INCLUDED.
CANCELLATION CHARGE	Upon cancellation by the BUYER of its purchase order for equipment and services described in this proposal, the BUYER agrees to compensate the SELLER for costs incurred in executing the contract.

SHERWOOD LOGAN

9710 Farrar Court
Suite O
Richmond, Virginia 23236
804.560.5410

FORCE MAJEURE; CHANGE OF LAW OR REGULATIONS	Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached Seller's agreement with Buyer, for any failure or delay in fulfilling or performing any term of such agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller, including but not limited to acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, hostilities (whether or not war is declared), terrorist threats or acts, riot, other civil unrest, national emergency, revolution, insurrection, pandemic, epidemic, lockouts, strikes or other labor disputes, shortages or difficulties (whether or not relating to Seller's or its supplier's or sub-contractor's workforce), or restraints or delays affecting manufacturing or material sourcing, carriers, vehicles, or other inability or delay in obtaining or transporting supplies of adequate or suitable materials, telecommunication breakdown, power outage, or fuel or energy shortage (any of the foregoing, a "Force Majeure Event"). Seller shall notify Buyer of any Force Majeure Event and make commercially reasonable efforts to mitigate the same to the extent reasonably practicable, and the date of delivery or time for completion of performance, as the case may be, will be extended by a period of time reasonably necessary under the circumstances to overcome the effect of such Force Majeure Event. The parties acknowledge and agree that any changes of laws, regulations, or other governmental rules, procedures, processes or requirements that cause an increase in the cost of producing or delivering any products or services under or in connection with the Agreement or which occur after Seller accepts an order ("Governmental Changes") have not been reflected in the quoted or agreed prices. Seller reserves the right to require that the Buyer pay for any new, increased or additional tariffs, duties, levies, surcharges, or like items (however denominated or designated) ("New Governmental Charges") prior to the delivery of any such products or services. Buyer, not Seller, assumes the risk of Governmental Changes and New Governmental Charges.

SOLE SOURCE JUSTIFICATION FORM

Requesting Department: WWTC

Description of Commodities or Services: Final Clarifier Algae Control Covers

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

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

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

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

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

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

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

_____ **None of the above apply (Please attach explanation)**

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

Circle one: (History Cost of similar commodities or services)

Published prices **Negotiated cost**

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

Initiator: _____ **Date:** 8/7/25
Signature

Verification by Department Head: _____
Signature

Wednesday, August 6, 2025

Sherwood-Logan and Associates
9710 Farrar Court, Suite O
Richmond, Virginia 23236
Attn: Drew Zirkle

Subject: Sales and Service Representation.

Drew,

This letter confirm that Sherwood Logan & Associates is Protectolite Composites' exclusive municipal wastewater and water representative in Maryland, District of Columbia, Virginia, Delaware and Eastern Pennsylvania, NYC Metro and New Jersey.

Sherwood Logan & Associates has exclusive and sole sourced rights to distribute, sell and promote Protectolite's™ FRP products. Products include but are not limited to FRP Launder Covers and other clarifier appurtenances, FRP Tank Covers & Baffle Walls.

If you have any questions, please do not hesitate to contact me

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REGULAR COUNCIL MEETING
AGENDA STATEMENT

Meeting Date: August 25, 2025 Item# 11A

Agenda Item: Update to Town Employee Handbook - Section 5: Paid Time Off and Other Absences

Summary: Town Council is requested to approve the proposed updates to Section 5 of the Town of Front Royal Employee Handbook regarding paid leave and absences. The primary change is to Full-Time Paid Time Off Benefits consolidating the current separate sick and vacation leave policies into a unified Paid Time Off (PTO) policy.

The adoption of a PTO policy offers several key advantages:

- Longevity Incentives: In contrast to the current policy, the new structure rewards employee tenure.
- Competitive Alignment: Aligns the Town's leave and payout policies with those of neighboring localities, improving recruitment and retention efforts.
- Administrative Efficiency: Simplifies tracking and management for Human Resources and supervisors.
- Employee Flexibility: Provides employees with more autonomy and flexibility in managing their time off.
- Workplace Culture: Reinforces a positive work environment that supports employee well-being and work-life balance.

Budget/Funding:

The Town's budget would not be affected by these proposed changes. Changes would be reflected in the Town's balance sheet, specifically compensated absence liabilities. The Governmental Accounting Standards Board (G.A.S.B.) Statement 101 effective for fiscal years beginning after December 15, 2023, requires that liabilities for compensated absences be recognized for (1) leave that has not been used and (2) leave that has been used but not yet paid in cash or settled through noncash means. A liability should be recognized for leave that has not been used if (a) the leave is attributable to services already rendered, (b) the leave accumulates, and (c) the leave is more likely than not to be used for time off or otherwise paid in cash or settled through noncash means. Implementation of the proposed handbook changes will allow the Town to maintain relatively the same amount of liability for compensated absences for reclassification of fiscal year 2024 compensated absences. The total amount of liability booked for fiscal year 2024 compensated absences was $1,268,524.19, which represents 100% vacation time, 50% sick leave, 100% administrative leave, and 100% comp time of leave balances for employees as of June 30, 2024. Implementation of the proposed handbook change would reclassify the 2024 liability amount from $1,268,524.19 to $1,302,380.11 (an increase of $33,855.92). The liability for FY2025 based upon the proposed changes would be $1,361,221.74. These liabilities would be based on the lesser value of capped payout amounts from the proposed handbook changes or employee's actual amount of leave accrued balances. If the Town were to book a liability for all compensated absences for FY24 the liability amount would be $1,938,274.28 (an increase of $669,750.09).

Meetings: Work Session held August 4, 2025

Proposed Motion: I move that Council approve the updates to Section 5 of the Town of Front Royal Employee Handbook regarding paid leave and absences, incorporating the PTO Policy as presented.

Moved _____ *Seconded* _____

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

5 Paid Time Off and Other Absences

I. General Information

A. Regular attendance at work is a critical component of meeting the service delivery, productivity and efficiency goals of the Town. Employees are expected to maintain regular, predictable attendance and to report to work on time except for time off approved under the following provisions.

Paid time off is an employee benefit that is an important part of the Town's total compensation package that provides time away from work for rest, relaxation and personal purposes and provides a mechanism for partial pay protection during times of illness or incapacity. ~~Employees assigned to full-time positions earn an array of paid time off based on the purpose of the absence.~~

~~B. Paid time off may be used in ½ hour increments. Accrued paid time off is a personal benefit to an individual employee and shall not be loaned, or sold to another employee, except through participation in the Leave Donation Program. Employees shall be granted authorized leave only for its intended purpose.~~

II. Part-Time Paid Leave Benefits

Part-time employees hired after July 1, 2015, will not be eligible to receive paid leave benefits except paid holiday leave as described in Chapter 5, ~~IV~~ VIII and administrative leave at the discretion of the Town Manager as described in Chapter 5, XII.

III. Full-Time Paid Time Off Benefits

~~A. Annual Leave:~~

~~Annual leave is paid time off from work for vacation, recreation or other personal purposes.~~

~~1. Leave Accrual:~~

~~Eligible Employees accrue annual leave each pay period when they are employed and in a paid status. Employees shall be credited one (1) year for every four (4) years employed with the Town in a part-time position and/or years served in the U.S. Military on active duty. Full-time employees accrue annual leave at the following rates:~~

~~a. 0-3 years – Three (3.0) hours per pay period~~
~~b. 4-10 years – Four (4.0) hours per pay period~~
~~c. 11-19 years – Five (5.0) hours per pay period~~
~~d. 20 years and above – Six (6.0) hours per pay period~~

~~2. Maximum Accrual:~~

~~Total creditable service for full-time annual leave accrual purposes shall be computed from the date of appointment or conversion to a full-time position.~~

~~a. Annual leave may accumulate throughout the year but the amount that may be carried forward from one calendar year into another calendar year is limited to 160 hours.~~

~~3. Effect of Reassignment:~~

~~Promotion, demotion, transfer or reassignment does not affect the amount of accumulated annual leave.~~

~~4. Separation:~~

~~Upon separation from employment, a full-time employee (or the employee's estate in case of the employee's death) will receive payment for a maximum of 160 hours of accumulated, but unused annual leave.~~

~~a. The payout for unused leave shall normally be paid in a lump sum rather than by maintaining the employee in an active status until the accrued leave runs out.~~
~~The Town Manager reserves the right to deny or reduce pay for accumulated but unused~~

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annual leave in his/her sole discretion when there is a termination for violation of Town policy or the separation from service is without proper notice.

5. Scheduling:

Annual leave is normally scheduled in advance with the approval of the supervisor. Employees must comply with established Departmental procedures regarding scheduling of annual leave such as completing appropriate leave request forms. Requests for annual leave must be approved in advance by the employee's supervisor or Department Director. Employees may not be able to take annual leave at the time requested depending on the needs of the Town and the efficient delivery of services to its citizens.

6. Approval:

Approval of annual leave is at the discretion of the supervisor and may be denied in situations such as when necessary to keep an operation or shift adequately staffed or when an employee has been absent from work for significant periods of time for other reasons. Employees may be called back to work from approved annual leave for valid service delivery reasons such as an emergency. (*Refer to Chapter 2, Section XI, Emergency Service*).

7. New Hires:

On occasion, as a recruitment tool, a prospective employee may be granted service credit for annual leave accrual.

B. Sick Leave:

Sick leave is paid time off that is normally used to cover an employee's absence for the reasons listed below.

- Employee's incapacity to work due to illness or injury.
- Employee's medical and dental appointments.
- Illness or injury of an employee's dependent family member that requires the employee's presence. For the purposes of sick leave usage, a dependent family member is defined as the employee's parent, spouse, child/stepchild or person for whom the employee has been appointed legal guardian.

1. Leave Accrual:

Eligible employees accrue sick leave each pay period when they are employed and in a paid status on the day before and the day after the monthly accrual date. Full-time employees accrue there (3) hours per pay period.

2. Maximum Accrual:

Total creditable service for full-time sick leave accrual purposes shall be computed from the date of appointment or conversion to a full-time position.

3. Effect of Reassignment:

Promotion, demotion, transfers or reassignment does not affect the amount of accumulated sick leave.

4. Separation:

Employees hired prior to December 31, 1988 will be paid for 50% of their sick leave balance. Full-time employees hired after December 31, 1988 will be paid for 50% of their sick leave balance with a maximum payout of $2,000.00 when the employee leaves employment with the Town of Front Royal. The Town Manager reserves the right to deny or reduce pay for accumulated but unused sick leave in his/her sole discretion when there is a termination for violation of Town policy or the separation from service is without proper notice.

5. Scheduling:

Sick leave may be scheduled in advance but is typically requested on a daily basis. Employees must comply with established Departmental procedures regarding requesting sick leave such as notifying a supervisor prior to the start of the workday or their processes. The employee shall notify their supervisor or Department Director of illness no later than the beginning of their normally scheduled workday. The responsibility to notify the supervisor or Department

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~~Director about absences or about tardiness always rests with the employee. The Town will determine in its sole discretion if reasonable notice was provided. Paid leave may or may not be approved.~~

~~6. Approval:~~

~~Approval of sick leave is at the discretion of the supervisor and may be denied in situations when the supervisor has valid reasons to believe that the employee is abusing sick leave.~~

~~7. Medical Certification:~~

~~Prior to allowing an employee to return to work from any illness or injury, the Town, in its sole discretion, may require a current return to work certificate or note signed by a medical doctor or nurse practitioner licensed in the Commonwealth of Virginia stating that the employee can perform all the essential functions of his/her job without posing a direct risk of injury to the employee or others. Failure to provide such a certificate or medical note may prevent reinstatement. The Town reserves the right to seek a second opinion as necessary.~~

~~The Town may, at its discretion, require current medical certification signed by a medical doctor or nurse practitioner licensed in the Commonwealth of Virginia for any sick leave taken including medical certification indicating that the employee's presence is required for the incapacity of a dependent family member as well as additional medical opinions if there is a disagreement.~~

~~8. Abuse of Sick Leave:~~

~~When there is reason to believe that an employee is abusing sick leave privileges, such as a pattern of use that indicates an employee is not actually incapacitated, management action including requiring certification signed by a medical doctor or nurse practitioner licensed in the Commonwealth of Virginia and/or disciplinary action may be taken. Examples of patterns that may indicate sick leave abuse include consistently using sick leave as it is accrued, consistently requesting sick leave on Fridays and/or Mondays, consistently requesting sick leave the day after payday, or similar behavior.~~

The Town of Front Royal recognizes that employees have diverse needs for time off from work, thus establishing this paid time off (PTO) policy. The benefits of PTO are that it promotes a flexible approach to time off by combining vacation, sick and personal leave. Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves if there is a need to cover vacation, illness or disability, appointments, emergencies, or other situations that require time off from work.

A. **Eligibility**

PTO is accrued upon hire or transfer into a full-time benefits-eligible position. Employees that are part-time, seasonal, or temporary do not receive PTO leave.

B. **Accruals**

1. The rate at which the employee will accrue PTO is determined by length of service.
2. Accruals are based upon paid hours up to 2,080 hours per year, excluding overtime.
3. Employees become eligible for the higher accrual rate on the first day of the pay period in which the employee's anniversary date falls.
4. PTO does not accrue on unpaid leaves of absence or PTO cash-outs upon termination.
5. Employees shall be credited one (1) year for every four (4) years employed with the Town in a part-time position and/or years served in the U.S. Military on active duty.

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PTO accrual rates:

Years of Service	Accrual Rate per Bi-Weekly Pay Period	Annual Accrual	Maximum Carryover
0-4 years	6.16 hours	160 hours	240 hours
5-9 years	7.08 hours	184 hours	240 hours
10-19 years	8.00 hours	208 hours	320 hours
20+ years	9.23 hours	240 hours	320 hours

C. **Scheduling and Usage of PTO**

1. Employees are required to use available PTO when taking time off from work.
2. Whenever possible, PTO must be scheduled in advance and approved by the employee's supervisor or Department Director. Employees must comply with established departmental procedures regarding scheduling of leave such as completing appropriate leave request forms. Employees may not be able to take PTO at the time requested depending on the needs of the Town and the efficient delivery of services to its citizens. Approval is at the discretion of the supervisor and may be denied in situations such as when necessary to keep an operation or shift adequately staffed or when an employee has been absent from work for significant periods of time for other reasons, or the supervisor has valid reasons to believe that the employee is abusing leave.
3. Employees may be called back to work from approved leave for valid service delivery reasons such as an emergency. (*Refer to Chapter 2, Section XI, Emergency Service*).
4. When PTO is used, an employee is required to use PTO hours according to his or her regularly scheduled workday. For example, if an employee works a six-hour day, he or she would request six hours of PTO when taking that day off. PTO is paid at the employee's straight time rate. PTO is counted as hours worked for the purpose of calculating overtime pay.
5. Employees may only take PTO hours that have actually been accrued. No advance leave will be granted as employees may not borrow against their PTO banks.
6. Promotion, demotion, transfer or reassignment does not affect the accrual rates of accumulated PTO.
7. Unused PTO balances shall carry over from year to year until the maximum number of carryover hours is reached.
    a. At each calendar year end, all PTO leave in excess of the maximum carryover balance will roll over into a Sick Leave Reserve bank (refer to Sick Leave Reserve section below).
8. Unscheduled PTO leave:
   Unscheduled PTO leave should be kept to a minimum whenever possible by planning and scheduling absences. When an unforeseen need for PTO occurs, employees must notify the appropriate supervisor prior to the start of the shift and will be expected to report on their status on a regular basis as established by the supervisor. The responsibility to notify the supervisor or Department Director about absences or tardiness always rests with the employee. The Town will determine in its sole discretion if reasonable notice was provided. Paid leave may or may not be approved.
9. Medical Certification:
    a. The Town may, at its discretion, require current medical certification signed by a licensed health care professional for any unscheduled leave taken including medical certification

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indicating that the employee's presence is required for the incapacity of a dependent family member as well as additional medical opinions if there is a disagreement.

b. Prior to allowing an employee to return to work from any illness or injury, the Town, in its sole discretion, may require a current return to work certificate or note signed by a licensed health care professional stating that the employee can perform all the essential functions of his/her job without posing a direct risk of injury to the employee or others. Failure to provide such a certificate or medical note may prevent reinstatement. The Town reserves the right to seek a second opinion as necessary.

10. Abuse of Leave:
    When there is reason to believe that an employee is abusing leave privileges, such as a pattern of use that indicates an employee is not actually incapacitated, management action including requiring certification signed by a licensed health care professional and/or disciplinary action may be taken. Examples of patterns that may indicate leave abuse include consistently using leave as it is accrued, consistently requesting unscheduled leave on Fridays and/or Mondays, consistently requesting unscheduled leave the day before/after a holiday or payday, or similar behavior.
11. Excessive unscheduled leave or failure to notify the supervisor of an absence is considered grounds for counseling, disciplinary action, and/or termination of employment.
12. It is the employee's sole responsibility to monitor their PTO balance. Any notices received by management are a courtesy and do not relieve employees of the responsibility to monitor PTO balances.

D. **Payment of PTO upon Separation of Employment**

1. Upon separation of employment, an employee's accrued but unused Paid Time Off is paid out as a percentage, up to their maximum accrual levels, according to their corresponding years of service as follows:

Years of Service	Maximum Accrual	Percent Balance Paid	Maximum Payout
0-4 years	240 hours	50%	$3,000
5-9 years	240 hours	70%	$7,500
10-19 years	320 hours	85%	$12,000
20+ years	320 hours	100%	$15,000

2. Full-time employees who leave the Town in good standing are eligible for the PTO leave payout.
3. The Town Manager reserves the right to deny or reduce pay for accumulated but unused leave in his/her sole discretion when there is a termination for violation of Town policy or the separation from service is without proper notice.
4. The payout shall be at the employee's rate equivalent to their hourly wage at the time of separation, subject to taxes and any other legally required withholdings.
5. Employees are not permitted to use Paid Time Off after submitting their notice of separation or to extend their last day of employment except when approved by the Town Manager upon recommendation by the Department Director.

IV. Sick Leave Reserve (SLR)

Sick Leave Reserve (SLR) is leave that can be used for longer term sickness or illness.

At the end of each calendar year, all PTO leave in excess of the maximum carryover balance, which is unused by the end of the pay period which includes December 31, will automatically transfer into a Sick Leave Reserve (SLR) bank.

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A. **Eligibility:**
Active, regular full-time employees in benefit eligible positions. Eligibility begins upon hire or transfer into a benefit eligible position.

B. **Accruals:**
1. Leave accruals are based upon hours that automatically transfer from the employee's PTO bank when it has accrued over the maximum amount allowed per the Paid Time Off policy.
2. There is no maximum accrual for SLR leave. PTO leave in excess of the maximum carryover limits will automatically transfer into the employee's SLR bank.

C. **Scheduling and Usage:**
1. SLR hours may be used for an FMLA related event involving the employee or a family member of the employee, when the situation lasts longer than seven (7) calendar days. Family members include the employee's spouse, parent, stepparent, spouse's parent, child, stepchild, domestic partner, guardian, or other relationship in which the employee is the legal guardian or sole caretaker.
2. SLR hours can be used after an initial elimination period of seven (7) calendar days. It begins on the eighth day of the longer-term sickness or impairment.
3. SLR hours are used concurrently with FMLA leave.
4. The use of SLR hours shall be accompanied by acceptable medical certification from a physician or other licensed health care provider indicating the nature, severity and anticipated duration of the disability.
5. Eligibility for SLR leave is subject to approval by Human Resources in consultation with the immediate supervisor and department head.
6. Whenever possible, SLR leave must be scheduled in advance. It is subject to supervisory notification and established departmental procedures.
7. Employees may utilize only the actual number of hours in their SLR bank.

D. **Payment of SLR upon Separation of Employment**
Upon separation of employment, an employee's Sick Leave Reserve bank is paid out as follows:

Years of Service	Percent Balance Paid	Maximum Payout
0-4 years	0%	N/A
5-9 years	25%	$5,000
10-19 years	25%	$7,500
20+ years	25%	$10,000

1. Full-time employees who leave the Town in good standing are eligible for the SLR leave payout.
2. The Town Manager reserves the right to deny or reduce pay for accumulated but unused leave in his/her sole discretion when there is a termination for violation of Town policy or the separation from service is without proper notice.
3. The payout shall be at the employee's rate equivalent to their hourly wage at the time of separation, subject to taxes and any other legally required withholdings.
4. Employees are not permitted to use SLR hours after submitting their notice of separation or to extend their last day of employment except when approved by the Town Manager upon recommendation by the Department Director.

V. Leave Donation

The Town permits employees to donate earned PTO leave to other designated employees who have exhausted all forms of paid leave to which they are entitled. Recipients must have a critical need for leave due to a medical emergency or major disaster. Approval of leave donation recipients is at the discretion of the Town Manager in consultation with the Department Head and Human Resources.

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Medical emergency is defined as a medical condition of the employee or an immediate family member that will require the prolonged/extended absence of the employee from duty and will result in a substantial loss of income to the employee due to the exhaustion of all paid leave available. Immediate family members include the employee's spouse, parent, stepparent, spouse's parent, child, stepchild, domestic partner, guardian, or other relationship in which the employee is the legal guardian or sole caretaker.

Major disaster is defined as a disaster declared by the president under §401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act). An employee is considered to be adversely affected by a major disaster if the disaster has caused severe hardship to the employee or to a family member of the employee that requires the employee to be absent from work.

A. Recipients
    1. For medical conditions, the recipient must produce acceptable medical certification from a physician or other licensed health care provider indicating the nature, severity and anticipated duration of the medical hardship. The Town reserves the right to seek a second opinion and/or periodic updates from the physician or provider.
    2. The recipient may receive no more than 480 hours (12 weeks) of donated leave within a rolling 12-month period.
    3. All of the recipient's leave banks must be depleted before donated leave is applied. Any available leave will be used prior to donated leave.
    4. Recipients will receive the necessary donated leave to maintain their salary at the end of a payroll period; donations are not made as a lump sum of hours.
    5. Donated hours may not be used for any reason other than for the approved event for which they are donated.
    6. Absences covered by long-term disability or workers compensation benefits are excluded.
    7. Donations may be used to supplement short-term disability benefits.
    8. Employees who separate from Town employment shall not be paid for donated leave upon separation.
    9. Nothing in this policy will be construed to limit or extend the maximum allowable absence under the Family and Medical Leave Act (FMLA).

B. Donations
    1. The donor relinquishes all rights to the donated leave once the hours have been transferred to the receiving employee.
    2. A donor must be employed with the Town for a minimum of 1 year.
    3. A donor may donate leave if he/she maintains a minimum of 40 hours in his/her PTO bank after donation.
    4. The maximum donation per recipient event is 40 hours.
    5. An employee may not donate more than 80 hours in any one calendar year.
    6. Donors must submit written notice to the Human Resources Department designating the recipient and the maximum number of hours to be donated.
    7. Employees who are currently on an approved leave of absence cannot donate leave.
    8. Employees who separate from Town employment through resignation, dismissal, retirement, etc., are not eligible to donate leave.

C. Leave donation is strictly voluntary.
    1. Employees may not intimidate, threaten, coerce, or promise any benefit for the purpose of interfering with the right to donate or receive leave.
    2. No supervisor may propose to any subordinate that the employee elect such a transfer to any other employee.
    3. The Town will not inform the recipient of the name of the donor(s).

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VI. Funeral Leave

A. Employee's holding full-time positions are granted ~~twenty-four (24) hours~~ three (3) days of Funeral Leave upon the death of a member of employee's immediate family for the purpose of attending services, handling the affairs of the deceased, or similar needs. For funeral leave, immediate family is defined as the employee's spouse, parent, stepparent, spouse's parent, child, stepchild, sibling, grandparent, grandchild, son or daughter in law, and guardian.

B. Upon request, the Department Director shall grant funeral leave for a period not to exceed ~~twenty-four (24) hours~~ three (3) days. In the event of multiple deaths in the employee's immediate family, each death will be treated separately, and funeral leave will be granted accordingly.

C. If more than the allotted leave is required or if leave is desired for a death other than the immediate family, the employee may use their PTO leave at the discretion of the employee's supervisor.

VII. Volunteer Leave

Volunteer Leave is paid leave that may be used to participate in community-based non-profit volunteer activities and initiatives that are meaningful, purposeful, and help those in need. All requests for Volunteer Leave are subject to the approval of the Department Director or designee.

A. Eligibility: Full-time benefit-eligible employees shall seek advanced approval from their Department Director or designee. Volunteer Leave should not interfere with the employee's job performance or the timely completion of job tasks or work priorities, create need for overtime, or cause conflicts with other employees' schedules.

B. Benefit: Full-time benefit-eligible employees shall be granted eight (8) hours of paid Volunteer Leave per Leave Year.

C. Carryover: Volunteer Leave may not be carried over from one Leave Year to the next. Volunteer Leave is not paid out upon separation from employment.

VIII. Holiday Leave

The Town of Front Royal observes the following paid holidays:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Juneteenth	Christmas Eve
Independence Day	Christmas Day

A. For all non-exempt employees required to work on a holiday, Holiday Leave accrues at a rate of one hour for each hour worked during the regular work shift up to 8 hours per holiday (12 hours in the case of personnel assigned to 12-hour shifts). At the Department's discretion, an employee may be paid for these hours at the time they are earned, at their normal straight time rate, or the hours may be used to take time off on another day.

B. Employees scheduled and/or required to work on a Town holiday are paid their regular rate of pay for any hours worked on that day. In addition, holiday pay is granted in the form of additional straight time pay.

C. Employees using unscheduled leave on scheduled workdays immediately before or after a holiday shall not be paid for holiday pay; unless medical certification signed by a licensed health care professional is received for any unscheduled leave taken, including medical certification indicating that the employee's presence is required for the incapacity of a dependent family member.

D. Part-time employees are paid Holiday Leave on a pro-rata basis. Part-time employees shall work their regular scheduled shift prior to and following the holiday in order to qualify for paid holiday leave.

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E. Employees holding temporary or seasonal positions are not paid holiday leave.

F. When the actual holiday falls on a Saturday, the Friday before the actual day shall be observed as the holiday; when the actual holiday falls on a Sunday, the Monday after the actual day shall be observed as the holiday. Occasionally, Christmas and Christmas Eve will fall such that the observation will not follow the normal pattern, in which case the appropriate two-day observation will be determined by the Town and publicized in advance. In addition to the above holidays, Town Council may declare other days to be designated as Town holidays.

G. Employees who work in operations that must be continuously maintained regardless of holidays shall use the actual calendar holiday instead of the observed holiday for employees that are required to work on the actual holiday. For example, when December 25 (Christmas Day) falls on a Sunday, then Monday, December 26 is the observed holiday for most employees. In this situation, December 25 is the actual calendar holiday and would be used as the holiday for designated personnel.

H. Alternate Holiday Leave procedures may apply as required by business need, to personnel who are normally scheduled to work holidays as a part of their regular work shift. In such cases, written procedure must be approved in advance by the Town Manager.

IX. Civil Leave ~~Other Absences with Pay~~

A. Court Service:

An employee who is required to perform jury duty or is subpoenaed to appear in court outside his or her regular duties, except for the reasons included in item No. 2 below, shall be granted sufficient paid time off to perform such duties. When an employee is summoned to serve as a juror, subpoenaed as a witness or party in relation to the performance of his/her job or is involved as a witness to a crime, such time will qualify as "court service".

1. Court Service Procedures:
   a. An employee who is required to be absent from work because he or she has been summoned as a juror or subpoenaed as a witness must provide his/her supervisor with a copy of the summons or subpoena as soon as it is received.
   b. Upon returning to work after any absence for jury duty, the employee must provide the supervisor with a certificate from the clerk of court that verifies the service.
2. Absences Due to Other Court Appearances:

   Employees must charge absences due to court appearances that are outside of the areas outlined above, or due to an employee's personal business involving court appearances, to appropriate paid leave (i.e. PTO, compensatory time or adjusted hours).

   Some examples of situations which do not qualify as paid civil leave are:
   a. Child support cases
   b. Divorce proceedings
   c. Automobile accidents which occur off the job, which are non-job related
   d. Civil court summons for non-job-related civil action
   e. Employee charged with violating the law unrelated to his or her job

   NOTE: Department Directors, in conjunction with the Human Resources Department, will determine the applicability of court service leave.

X. Military Leave

Military Leave is an employee's approved absence from work due to the performance of military duty on a commission or non-commission status, on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty training, full- time National

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Guard duty, funeral honors duty by National Guard or reserve members, or for an examination to determine a person's fitness for any of the above forms of duty.

A. Employees shall notify their supervisor immediately when they learn of an upcoming need for military leave and shall provide a copy of the official military orders as soon as possible.
B. In accordance with State law, there shall be no loss of regular pay during military leaves of absence, except that paid leaves of absence for federally funded military duty, to include training duty, shall not exceed fifteen (15) work days per federal fiscal year (October 1 – September 30) and except that no officers or employees shall receive paid leave for more than fifteen (15) work days per federally funded tour of active military duty.
C. For the purposes of paid military leave, a "workday" is defined as 1/260 of the total working hours an employee would be scheduled to work during an entire federal fiscal year. For full-time employees, 15 "workdays" equals 120 hours per year; ~~fire personnel assigned to a 24-hour shift are eligible for 168 hours per year~~. Weekends are included to the extent that they are part of an employee's regularly scheduled work time. Whenever possible employees shall try to schedule their military leave at those times that have the least impact on the Departments service delivery needs.
D. Employees may take additional types of appropriate paid leave when paid Military Leave is exhausted.
    1. An employee whose absence does not exceed five (5) years and is released from service under honorable conditions may be eligible for reemployment rights and employment benefits as described under the "Uniformed Services Employment and Reemployment Rights Act of 1994".

XI. Work Related Injury Leave

A. An employee who sustains an on-the-job injury or contracts an occupationally related disease which incapacitates him or her from performing his or her duties may be granted paid leave for the normally scheduled work days within seven (7) calendar days following an on-the-job injury or illness that prevents the employee from working.
B. Such time off without loss of pay or charge to personal leave shall end at the close of business on the seventh (7^{th}) calendar day. The absence may be covered by workers' compensation if the employee is unable to work after seven (7) calendar days. (*Refer to Chapter IV Benefits; VII Workers' Compensation policies for more information*).

XII. Administrative Leave

A. At the discretion of the Town Manager, an employee may be granted paid time off for a variety of purposes such as employee recognition or reward, visiting other Town offices for work-related assistance, counseling or training, pending the results of official investigations, pending disciplinary action, or other circumstances where the Department Director determines that the employee's absence from work is in the best interest of the Town. Administrative Leave may not be carried over from one calendar year into another calendar year.

XIII. Leave Without Pay (LWOP)

A. LWOP is an approved leave status and may be granted to an employee when he or she has exhausted

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all appropriate paid leave to cover an approved absence. The granting of LWOP shall be at the Town Manager's discretion, except in the case of Family Medical Leave and Military Leave as described elsewhere in this policy. In the event that an employee is in a LWOP status at the time of leave accrual, paid ~~annual and sick~~ leave will not be earned. An employee in a LWOP for 30 days or more is not eligible to use annual, sick, PTO, or holiday leave or any other form of paid leave during the LWOP.

B. LWOP may also be granted during periods of disciplinary action.

C. An employee on LWOP must pay applicable health, dental and optional life premiums if he or she chooses to maintain coverage. Typically, employees on LWOP must make other arrangements to pay both the Town's contribution and premiums for dependent coverage that would normally be paid through payroll deduction.

D. Virginia Retirement System (VRS) retirement contributions will not be made for an employee on LWOP for 30 days or more. The individual may purchase the lost service from VRS if military commitments, educational leave or personal illness necessitated the leave without pay.

E. The Town currently pays group life insurance premiums for an employee on LWOP for military commitments, educational leave or an illness for a period of two (2) months. After two months the employee may continue the coverage by paying the appropriate premiums. Life insurance coverage may be continued for no more than 24 months.

XIV. Unauthorized Absence

A. Any absence from the job during a scheduled work period when the employee has not received prior approval for the absence from his/her supervisor or Department Director will be considered an unauthorized absence. Employees will not be paid for unauthorized absences. In addition, the employee is subject to disciplinary action up to and including dismissal.

B. An employee in an unauthorized absence status who fails to contact his or her supervisor for three consecutive workdays shall be deemed to have abandoned his or her position and to have voluntarily resigned.

C. When emergency conditions exist during a period other than the normal work period (for example, before or after the normal work shift) and the emergency has been communicated to employees, any employee who leaves the work site or fails to return to the work site without the approval of his or her supervisor or Department Director shall be in an unauthorized absence status.

XV. Family and Medical Leave

In accordance with the provisions of the Family and Medical Leave Act (FLMA), as amended, eligible employees are entitled to take up to twelve (12) weeks of paid or unpaid, job-protected leave during any twelve (12) month period for specified family and medical reasons. Employees and supervisors shall engage in interactive discussions about the need for FMLA, to coordinate absences, and related matters.

A. Covered Family and Medical Reasons:

1. The birth of the employee's child or the placement of a child with the employee for adoption or foster care.
2. To care for an immediate family member (spouse, child or parent) with a serious health condition.

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3. To take medical leave when the employee is unable to work because of a serious health condition.
4. Because of any qualifying exigency as defined below and in accordance with applicable Federal law and regulations arising out of the fact that the employee's spouse, son, daughter or parent is a covered military member on active duty in the National Guard or Reserves in support of a contingency operation.
5. To care for a military family member injured in the line of duty. (*Refer to section M, Military Caregiver FMLA Leave for specific guidelines*).

B. If the employee has accrued paid leave, the employee must exhaust all appropriate paid leave first, then unpaid leave second, as part of the leave required by the FMLA.

C. Serious Health Condition:

An illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents an employee from performing the functions of the employee's job or prevents an employee's qualified family member from participating in school or other daily activities.

D. Qualifying Exigencies:

1. Short-notice deployment
2. Military events and related activities
3. Childcare and school activities
4. Financial and legal arrangements
5. Counseling
6. Rest and recuperation
7. Post-deployment activities within 90 days of termination of active duty
8. Additional activities agreed to by the Town and the employee

Note: Leave for qualifying exigencies is available only to families of service members in the National Guard and Reserves. It is not available to families of service members in the Regular Armed Forces.

E. Employee Eligibility for FMLA:

1. The employee has worked for at least twelve (12) months for the Town. The twelve (12) months need not have been consecutive. If the employee was on the payroll for part of a week, the Town will count the entire week. The Town considers 52 weeks to be equal to twelve (12) months.
2. The employee has worked for the Town at least 1250 hours over the previous twelve (12) months before the leave would begin, not including paid or unpaid leave.
3. When both spouses are employed by the Town, they are jointly entitled to a combined total of twelve (12) workweeks of family leave for the birth or placement with the employee of a child for adoption or foster care, and to care for a parent who has a serious health condition.

F. Calculation of Leave:

Eligible employees can use up to twelve (12) weeks of leave as described above during any twelve (12) month period. The Town will use a rolling twelve (12) month period measured backward from the date an employee uses FMLA leave. Each time an employee uses leave, the Town computes the amount of leave the employee has taken under this policy, subtracts it from the twelve (12) weeks, and the balance remaining is the amount the employee is entitled to take at that time. For example, if an

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employee has taken five (5) weeks of leave in the past twelve (12) months, he or she could take an additional seven (7) weeks under this policy.

G. Maintenance of Benefits:
    1. Employees on unpaid leave which is designated as FMLA leave will continue to receive, if eligible, health, dental and life insurance benefits up to the maximum twelve (12) workweeks allowed. These benefits will continue on the same basis as an active employee during this twelve (12) week period.
    2. Whether on paid or unpaid leave of absence, the employee must make arrangements to pay applicable health and dental costs for dependents. Those on unpaid leave must also make arrangements to continue other deductions, such as optional life insurance premiums.
    3. If the employee informs the Town that he/she does not intend to return to work at the end of the leave period, the employee's rights to any health care benefits will be only to the extent provided for by the then current health care plan, if any, provided by the Town for its employees.
    4. If the employee chooses not to return to work for reasons other than a continued serious health condition, the Town will require the employee to reimburse the Town the amount the Town contributed towards the employee health insurance during the leave period.
    5. ~~Annual and sick~~ Paid leave will not accrue during the leave period of the employee is in an unpaid status. The use of family or medical leave will not be considered a break in service for vesting or benefits program purposes.

H. Job Restoration:

An employee who uses family or medical leave under this policy will be restored to the same job or a job with equivalent status, pay, benefits and other employment terms if possible, as provided in this Section. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of the employee's leave. If an employee is unable to return to work after the FMLA leave benefits have been exhausted, the employee will not have a right to return to his or her position even if there are unused accrued leave balances.

Key employees are entitled to FMLA leave but are not entitled to job restoration if re-employment after the conclusion of the leave will cause a substantial and grievous economic injury to the Town. A key employee is a salaried employee who is among the highest paid ten percent of the Town's workforce. A key employee will be notified in writing of his or her status in response to the employee's notice of intent to take FMLA leave, unless circumstances do not permit such notice. If a key employee is already on FMLA leave when they receive notice that they are a key employee, the employee will be given reasonable time to return to work before losing the right to job restoration.

I. Use of Paid and Unpaid Leave:

If an employee has accrued paid leave of less than twelve (12) weeks, the employee will use appropriate Paid Leave first and take the remainder of the twelve weeks as Unpaid Leave, based on the Town's normal leave policies.

J. Intermittent Leave and Reduced Work Schedules:

In certain cases, intermittent use of the twelve (12) weeks of family or medical leave or a reduced work schedule may be allowed by the Town.

    1. The employee may request intermittent leave or reduced work schedule for their own

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serious health condition or to care for seriously ill family member, where the need for leave is foreseeable and based on planned medical treatment.

   a. Employees are responsible for meeting with their supervisor and scheduling treatments so they do not unduly disrupt the Town's operations.

2. In some cases, the Town may temporarily transfer an employee who is using intermittent leave or a reduced work schedule to a different job with equivalent pay and benefits if another position would better accommodate the intermittent or reduced work schedule.

K. Procedures for Requesting Leave:

1. Employees requesting leave under this policy must provide 30 days advance notice to his/her supervisor if the need for FMLA leave is foreseeable, such as in the case of an expected birth, adoption or foster care placement of a child, or planned medical treatment for a serious health condition of the employee or a family member.
   a. An employee undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to the Town's operations.
   b. If the need for FMLA leave is not foreseeable, employees must notify the Town of the need for leave as soon as possible, ordinarily within one or two business days. An employee's failure to give timely notice could delay his eligibility for FMLA leave and/or mean approval of leave would not be granted.
2. Regardless of whether an employee requests FMLA leave, the Town normally designates leave as FMLA leave as soon as it becomes apparent that the employee is out of work for a reason that meets the requirements of the law. Typically, an absence will be designated FMLA leave when the employee has been or is anticipated to be absent for 5 or more workdays, or their equivalent, due to a qualifying situation.
3. Upon receiving an employee's request for leave (or upon learning of a need for leave that appears to meet the requirements of the law), the Town will provide the employee a Notice of Eligibility and Rights and Responsibilities.

   The employee must submit an appropriate certification form as noted below:
   a. An employee requesting (or determined to need) leave because he/she is unable to work due to a serious health condition must provide, at his or her own expense, a complete and sufficient Certification of Health Care Provider for Employee's Serious Health Condition on a form provided by the Town.
   b. An employee requesting (or determined to need) leave to care for an immediate family member with a serious health condition must provide, at his or her own expense, a complete and sufficient Certification of Health Care Provider for Family Member's Serious Health Condition on a form provided by the Town.
   c. An employee requesting leave because of a qualifying exigency must provide a complete and sufficient Certification of Qualification Exigency for Military Family leave on a form provided by the Town.
4. The required certification should be provided within fifteen (15) calendar days, or the employee should provide a reasonable explanation for the delay. If the employee fails to provide complete and sufficient certification, the Town may deny the request for FMLA leave and possibly the request for paid leave for the time off.

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5. After the Town has received the required notice and certification, it will inform the employee within five (5) business days whether the leave will be designated FMLA leave. The employee will receive a Designation Notice indicating the amount of leave that will be counted against the employee's FMLA entitlement, if determinable at that time.
6. Department will maintain appropriate information including the dates that each employee has taken FMLA leave; the number of hours of FMLA leave taken by each employee if leave is granted in increments smaller than a day; and records of any disputes between the employer and any employee over the designation of leave as FMLA leave. To track FMLA leave hours, payroll clerks will use the appropriate hours' codes when processing payroll to have the leave designated as FMLA leave.
7. Copies of the written notice and certification, and designation, along with all medical information, will be sent to the Human Resources Office.

L. Employee Responsibilities:

1. While on FMLA leave, employees are required to keep their supervisor informed regarding their status and their intent to return to work.
2. Employees are required to give at least two (2) business days' notice if their anticipated date of return to work changes.
3. Employees may be required to provide a Fitness for Duty certification from their medical professional prior to their return to work. Notice of this requirement will be given with the Designation Notice.

M. Military Caregiver FMLA Leave:

1. An eligible employee (see Paragraph F) who is the spouse, son, daughter, parent or next of kin (as defined below) of a covered service member may take up to twenty-six (26) weeks of leave to care for such service member with a serious injury or illness incurred in the line of duty on active duty for which the covered service member is undergoing medical treatment (either inpatient or outpatient) or is otherwise in outpatient status or on the temporary disability retired list. Such leave is designated "Military Caregiver Leave".
2. Leave is permitted to care for current members of the Regular Armed Forces, National Guard, Reserves and those on the temporary disability retired list.
    a. Leave for "qualifying exigencies" is available only to families of service members in the National Guard and Reserves, and not available to families of service members in the Regular Armed Forces.
    b. Leave is not permitted under this policy to care for former members of the Regular Armed Forces, National Guard or Reserves, and those on the temporary disability retired list.
3. The service member must have a serious injury or illness incurred in the line of duty, as determined by the U.S. Department of Defense, that may render him/her medically unfit to perform the roles of his office, grade, rank, or rating and for which he/she is undergoing medical treatment, recuperation, therapy or outpatient treatment.
4. In order to care for a covered service member, an eligible employee must be the spouse, parent, son or daughter or next of kin (as defined below) of the covered service member.

    "Next of kin" is defined as the covered service member's nearest blood relative (other than

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the service member's spouse, parent, son or daughter) in this order of priority:

a. Blood relatives who have been granted legal custody by Court decree of competent jurisdiction or statutorily authorized provision
b. Brothers and sisters
c. Grandparents
d. Aunts and uncles
e. First cousins
f. Another blood relative designated in writing by the service member as his or her next of kin, said writing executed in accordance with all lawful formality and authority

5. Employees eligible for Military Caregiver Leave may use up to twenty-six (26) weeks of leave during a single twelve (12) month period. The 12-month period begins on the first day the employee takes leave for this purpose and ends 12 months thereafter.
6. Policies regarding Maintenance of Benefits, Job Restoration, Use of Paid and Unpaid Leave, and Intermittent Leave and Reduced Work Schedules are the same as FMLA leave. (*Refer to Sections H, I, and J above*).
7. As with FMLA leave, employees must provide 30 days' advanced notice if the need for Military Caregiver FMLA leave is foreseeable. If the need is not foreseeable, employees must notify their supervisor of the need for leave as soon as possible.
8. Upon receiving the employees' request for leave, the Town will provide the employee with a Notice of Eligibility and Rights and Responsibilities Form.
9. An employee taking Military Caregiver FMLA Leave must provide a complete and sufficient Certification for Serious Injury or Illness Leave of Covered Service Member.
    a. The required certification must be provided within fifteen (15) calendar days, or the employee should provide a reasonable explanation for the delay. If the employee fails to provide complete and sufficient certification, the Town may deny the request for Military Caregiver FMLA leave and possibly the request for paid leave for the time off.
10. After the Town has received the required notice and certification, it will inform the employee within five (5) business days whether the leave will be designated Military Caregiver FMLA leave. The employee will receive a Designation Notice indicating the amount of leave that will be counted against the employee's FMLA entitlement, if determinable at that time.
11. Employees have the same responsibilities under Military Caregiver FMLA as they do under other FMLA leave. They are required to keep their supervisor informed regarding their status and their intent to return to work and they are required to give at least two (2) business days' notice if their anticipated date of return to work changes.

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PAID TIME OFF POLICY LIABILITY COMPARISON

	Before GASB 101 Liability Booked 6/30/2024	Liability for All Compensated Leave 6/30/2024	Difference 6/30/24 Booked vs All	Max Payout* under Current Policy based on FY24 Data	Max Payout* for Proposed Policy based on FY24 Data	GASB 101 FY24 Liability for Proposed Policy	GASB 101 FY25 Liability for Proposed Policy
Governmental Fund Compensated Absences	$ 916,868.48	$ 1,416,138.19	$ 499,269.71	$ 661,497.96	$ 1,362,085.69	$ 901,316.67	$ 957,669.84
Electric Fund Compensated Absences	$ 149,722.72	$ 219,821.08	$ 70,098.36	$ 123,504.05	$ 222,425.77	$ 151,226.65	$ 182,612.50
Sewer Fund Compensated Absences	$ 78,203.39	$ 118,485.01	$ 40,281.62	$ 60,942.13	$ 116,177.75	$ 93,919.68	$ 75,431.82
Water Fund Compensated Absences	$ 78,203.39	$ 118,485.01	$ 40,281.62	$ 60,942.13	$ 116,177.75	$ 93,919.68	$ 75,431.82
Refuse Fund Compensated Absenses	$ 45,526.21	$ 65,344.99	$ 19,818.78	$ 40,664.97	$ 67,633.04	$ 61,997.43	$ 70,075.76
Total	**$ 1,268,524.19**	**$ 1,938,274.28**	**$ 669,750.09**	**$ 947,551.24**	**$ 1,884,500.00**	**$ 1,302,380.11**	**$ 1,361,221.74**

**Max payout based on if employment ended for all employees as of 6/30/2024, payment was made to employee for leave balances or maximum amount allowed by policy*

NUMBER OF EMPLOYEES BASED ON YEARS OF SERVICE

	# of full-time employees as of 6/30/24	%	# of full-time employees as of 6/30/25	%
1-5 Years of Service	93	53%	110	63%
6-10 Years of Service	29	17%	24	14%
10-15 Years of Service	25	14%	13	7%
15-20 Years of Service	16	9%	16	9%
20+ Years of Service	11	6%	12	7%
Total	**174**	**100%**	**175**	**100%**

TOWN OF FRONT ROYAL

Department of Human Resources
102 E Main Street
P.O. Box 1560
Front Royal, Virginia 22630

Laura McIntosh
Director of Human Resources
(540) 635-3929
(540) 631-9006 Fax
lmcintosh@frontroyalva.com

Leave Policies – Comparator Benchmarking Results

Comparators (17)

Town of Culpeper	Town of Leesburg	Town of Luray
Town of Strasburg	Town of Warrenton	Town of Woodstock
City of Harrisonburg	City of Manassas	City of Manassas Park
City of Winchester	County of Clarke	County of Culpeper
County of Fauquier	County of Frederick	County of Loudoun
County of Prince William	County of Warren	

PTO Policies (5 of 17)

County of Culpeper	City of Harrisonburg	Town of Leesburg
City of Winchester	County of Frederick	

TOFR vs. Comparators

**For comparison of current leave policies only; therefore, includes only comparators with separate sick and vacation leave policies (12 of 17 localities)*

Town of Front Royal – Sick Leave

Sick Leave Earned	**Annual Cap / Max Carryover**	**Payout**
3.08 hours per pay period	None	50%; max $2,000
(80 hrs/year = 10 days)		
Same for all employees		

TOFR **Sick Leave Earned** = 80 hours/year

- Lowest compared to all 12 comparators
  - 6 comparators = 96 hours/year
  - 1 comparator = 97.5 hours/year
  - 4 comparators = 104 hours/year
  - 1 comparator = 120 hours/year

TOFR **Annual Cap** (Maximum Carryover)

- 10 of 12 localities have no annual cap
- 2 localities cap at 960 hours

TOFR **Payout** = 50% of sick leave balance; capped at a maximum of $2,000

- There are variations to how other localities pay out sick leave. The majority of comparators have higher caps, or no caps, to the maximum payout (9 of 12). Of the remaining 3 comparators, 1 is unknown and 2 pay sick leave only upon retirement with a $2,500 cap.
- Majority of comparators use a tiered payout structure based on longevity (7 of 12).
  - Example: Warren County + Loudoun County = pay out 25% of total balance with maximum caps between $10k-$20k depending on years of service (minimum 5 years of service)

TOWN OF FRONT ROYAL

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Town of Front Royal – Vacation Leave

Vacation Leave Earned	Annual Cap Max Carryover	Payout	Convert to Sick Leave?
0-3 yrs = 3.08 hrs/pay period (80 hours)	160 hrs	160 max	No
4-10 yrs = 4 hrs/pay period (104 hours)	160 hrs	160 max	No
11-19 yrs = 5 hrs/pay period (130 hours)	160 hrs	160 max	No
20+ years = 6 hrs/pay period (156 hours)	160 hrs	160 max	No

TOFR **Vacation Leave Earned**

- Lower than 11 of 12 comparators
  - 1 locality = minimum of 40 hours earned
  - 6 localities = minimum of 96 hours earned
  - 4 localities = minimum of 104 hours earned
  - 1 locality = minimum of 144 hours earned

TOFR **Annual Cap** (Maximum Carryover)

- Lower than 11 of 12 comparators
  - 1 locality = tiered 40-120 hours
  - 4 localities = tiered 192-384 hours
  - 2 localities = all tiers 240 hours
  - 1 locality = all tiers 280 hours
  - 1 locality = all tiers 288 hours
  - 1 locality = all tiers 320 hours
  - 1 locality = all tiers 364 hours
  - 1 locality = all tiers 416 hours

TOFR **Payout**

- Lower than 11 of 12 comparators
- Max payouts are equal to max carryover limits

TOFR **Conversion to Sick Leave**

- We utilize a use-it or lose-it policy; if employees have vacation hours in excess of 160 at calendar year-end, those hours are lost.
- The majority of localities convert excess vacation hours to sick leave (9 of 12)
  - 1 locality does not
  - 2 localities are unknown

REGULAR COUNCIL MEETING
CONSENT AGENDA STATEMENT

Meeting Date: August 25, 2025 Item# 11B

Agenda Item: Resolution Authorizing the Town Manger to Execute the Participation and Release Form for the Town to be Considered for Initial Participation Calculations and Payment Participation Under the Purdue Direct Settlement of Opioid Related Claims.

Summary: Council is requested to pass a resolution authorizing the Town Manager to execute a Participation and Release Form necessary for the Town to be considered as a Participating Subdivision in the Governmental Entity & Shareholder Direct Settlement Agreement in the settlement of opioid related claims involving Purdue Pharma, L.P. and the Sackler Family. The participation rate of local political subdivisions will be used to determine if participation is sufficient for the Purdue Settlement to move forward and whether Virginia will receive the maximum potential payment.

Budget/Funding: N/A

Meetings: Work Session held August 11, 2025

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

Proposed Motion: I move that Council resolve to authorize the Town Manager to execute the Participation and Release Form so that the Town will be considered a Participating Subdivision in the Governmental Entity & Shareholder Direct Settlement Agreement, as presented

Moved _____ ***Seconded*** _____

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

RESOLUTION

A RESOLUTION OF THE FRONT ROYAL TOWN COUNCIL APPROVING OF THE TOWN'S PARTICIPATION IN THE PROPOSED DIRECT SETTLEMENT OF OPIOID-RELATED CLAIMS AGAINST THE SACKLER FAMILY, AND DIRECTING THE TOWN MANAGER TO EXECUTE THE DOCUMENTS NECESSARY TO EFFECTUATE THE TOWN'S PARTICIPATION IN THE SETTLEMENT

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

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

WHEREAS, a settlement proposal has been negotiated that will cause the Sackler family, the owners of the Purdue Pharma family of companies, to pay an aggregate of $6.5 billion dollars nationwide to resolve opioid-related claims against them; and

WHEREAS, the Town Attorney has reviewed the available information about the proposed settlement with the Sackler family and has recommended that the Town participate in the settlement;

NOW THEREFORE BE IT RESOLVED that the Front Royal Town Council approves of the Town's participation in the proposed settlement of opioid-related claims against the Sackler family, and directs the Town Manager to execute the documents necessary to effectuate the Town's participation in the settlement, including the required release of claims against the Sackler family.

APPROVED:

_____
Lori A. Cockrell, Mayor

ATTEST:

_____
Tina L. Presley, Clerk of Council

This Resolution was approved at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on _____, 2025 upon the following recorded vote:

R. Wayne Sealock	__Yes __No	H. Bruce Rappaport	__Yes __No
Joshua L. Ingram	__Yes __No	Melissa DeDomenico-Payne	__Yes __No
Amber F. Veitenthal	__Yes __No	Glenn A. Wood	__Yes __No

Approved as to Form and Legality:

_____
George M. Sonnett, Jr., Town Attorney Dated: _____

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Docusign Envelope ID: 98470321-6D23-4838-95FC-4BCBB9A91C01

EXHIBIT K

Subdivision Participation and Release Form

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

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "*Agreement*")[1], and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as and to the extent provided in, and for resolving disputes to the extent provided in, the

[1] Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

COPY

Docusign Envelope ID: 98470321-6D23-4838-95FC-4BCBB9A91C01

Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.

9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released

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Claims" and "Released Claims") are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity's power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.

11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.

12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.

14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

COPY

Docusign Envelope ID: 98470321-6D23-4838-95FC-4BCBB9A91C01

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

Signature: _____

Name: _____

Title: _____

Date: _____

COPY

7900 Westpark Drive
Suite A100
McLean, VA 22102
(571) 397-2050
www.rubris.com

Opioids: Implementation Administrator
Participation Agreements: DocuSign Instructions
Updated July 7, 2025

Settlement Participation forms for the Purdue Direct Settlement will be issued by the Implementation Administrator, Rubris Inc, via DocuSign for all subdivisions and special districts within the settling states that are eligible to participate in this settlement.

Please add dse_na3@docusign.net and opioidsparticipation@rubris.com to your "safe" list, so emails do not go to spam / junk folders. Please monitor your email for the Participation Forms and instructions. The DocuSign email will have the following subject, sender, and recipients:

Item	Description
Subject	Action Required: New National Opioid Settlement – Participation Forms - CL-12345
Address of Sender	dse_na3@docusign.net
Sender	Opioids Implementation Administrator
Recipients	Subdivision and/or Attorney contacts who received settlement notice

All questions related to participation agreements should be sent to opioidsparticipation@rubris.com. If an email recipient responds to the email from DocuSign, their response will be sent to this email address. Rubris is monitoring and managing all requests to this email account.

Below are the instructions for reviewing and executing Participation Agreements via DocuSign, as well as printing and returning a signed Participation Agreement with a manual signature.

Steps for Reviewing and Executing Participation Agreements via DocuSign

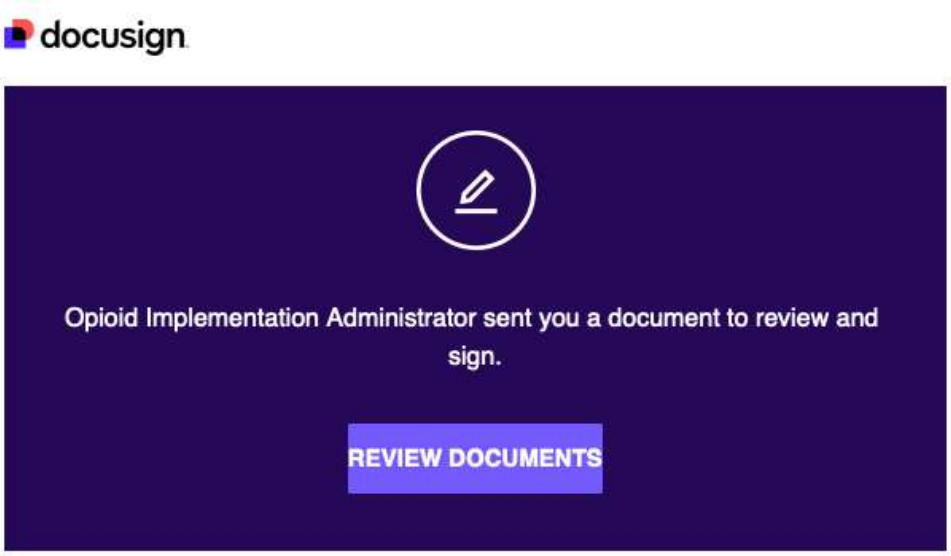
Step	Comments
Step 1: Click on "Review Documents"	After clicking this button, a new browser window will open where you can begin the DocuSign process
Step 2: If you are the authorized signer, click on "Agree" and "Continue"	If you are **not** the authorized signer, click on "Other Options" and select "Assign to Someone Else" Instructions for "Assign to Someone Else" are outlined on page 7 of this document.
Step 3: Review the cover letter	
Step 4: Confirm the Governmental Entity Name and State are correct and enter the Governmental Entity Details in the box at the top of Page 1 of the Participation Agreement	Fields with a red outline are required

Step 5: Sign Participation Agreement	Signature, Name, and Title are required for the Participation Agreement; The date will auto populate by DocuSign

Steps for Reviewing and Executing Documents via DocuSign

Step 1: Click on “Review Documents”

After clicking this button, a new browser window will open where you can begin the DocuSign process



Opioids Implementation Administrator
opioidsparticipation@rubris.com

Smyrna town, DE

Please click 'Review Documents' to access time-sensitive settlement documents in the National Prescription Opiate Litigation, which must be executed in order to participate in the relevant Purdue Direct Settlement. Please note that settlement documents require an authorized signature.

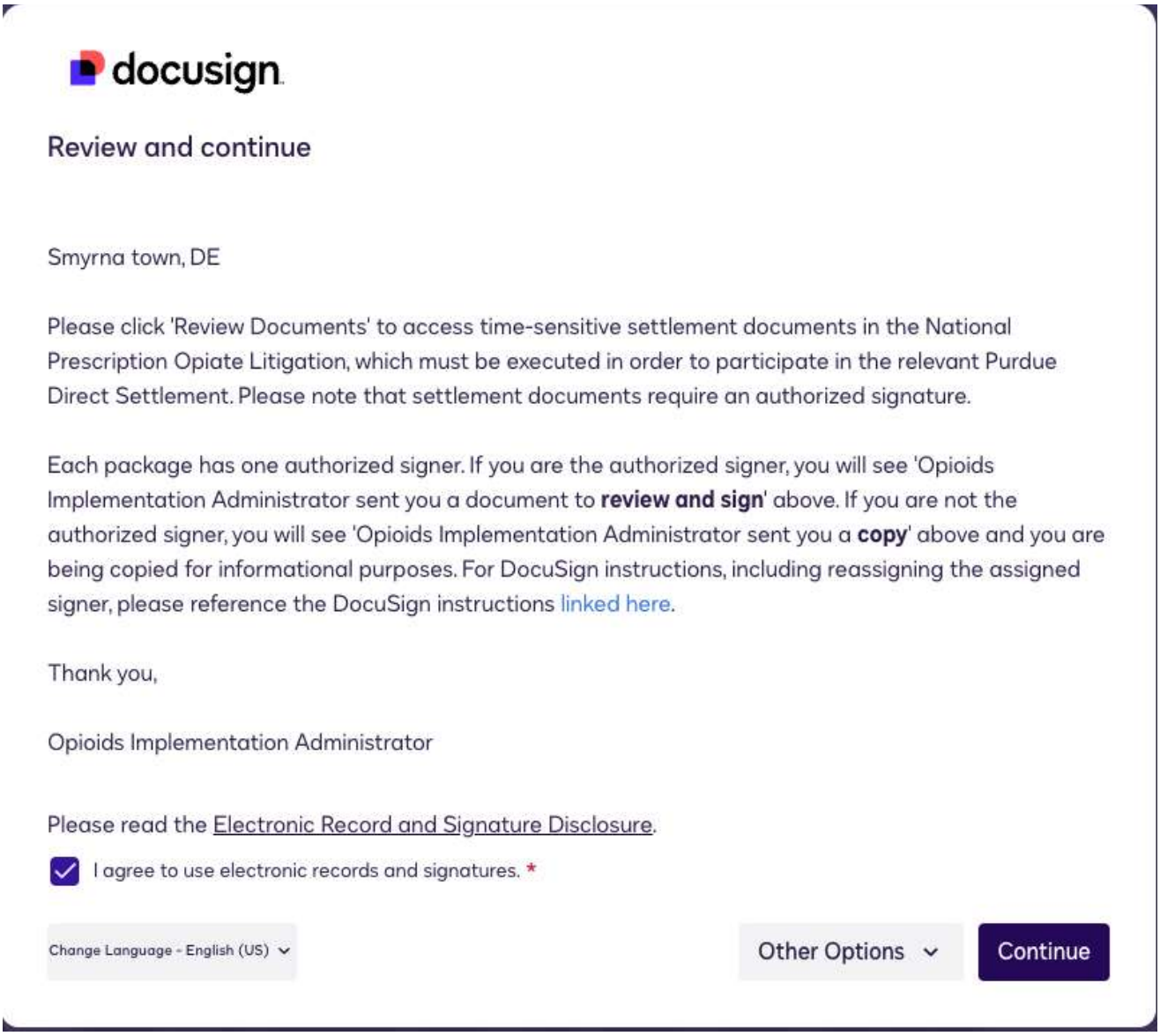
Thank you,

Opioids Implementation Administrator

Step 2: If you are the assigned signer, click on “Agree” and “Continue”

If you are **not** the assigned signer, click on “Other Options” and select “Assign to Someone Else”

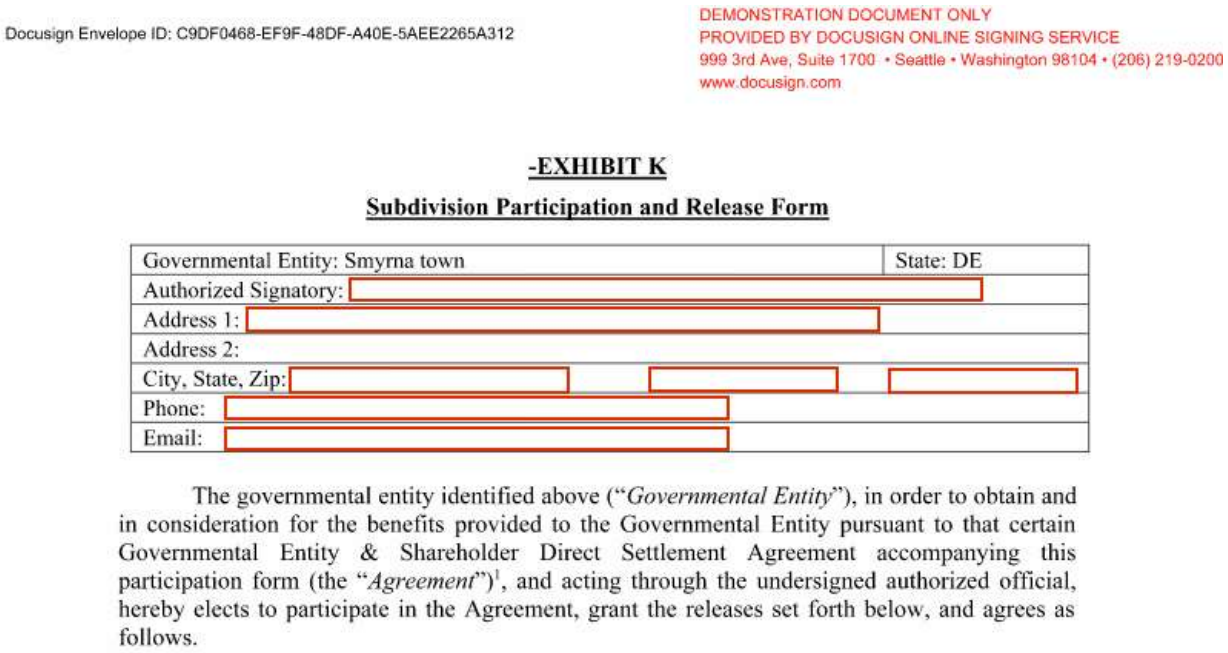
Please Note: The “Assigned Signer” was determined by using from the previous wave of settlements. If you received this as the “Assigned Signer”, but believe this to be incorrect, you may assign it to someone else. Instructions for “Assign to Someone Else” are outlined on page 7 of this document.



Step 3: Review the cover letter

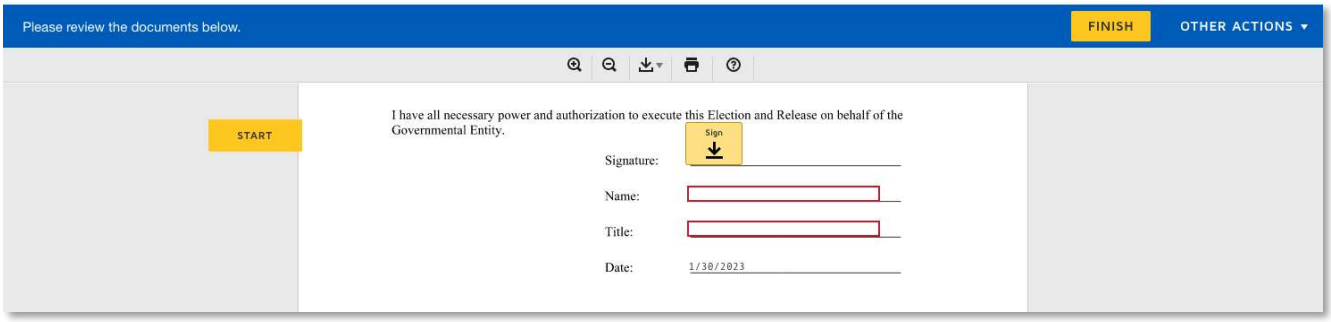


Step 4: Confirm the Governmental Entity Name and State are correct and populate Governmental Entity Details in the box at the top of Page 1 of the Participation Agreement

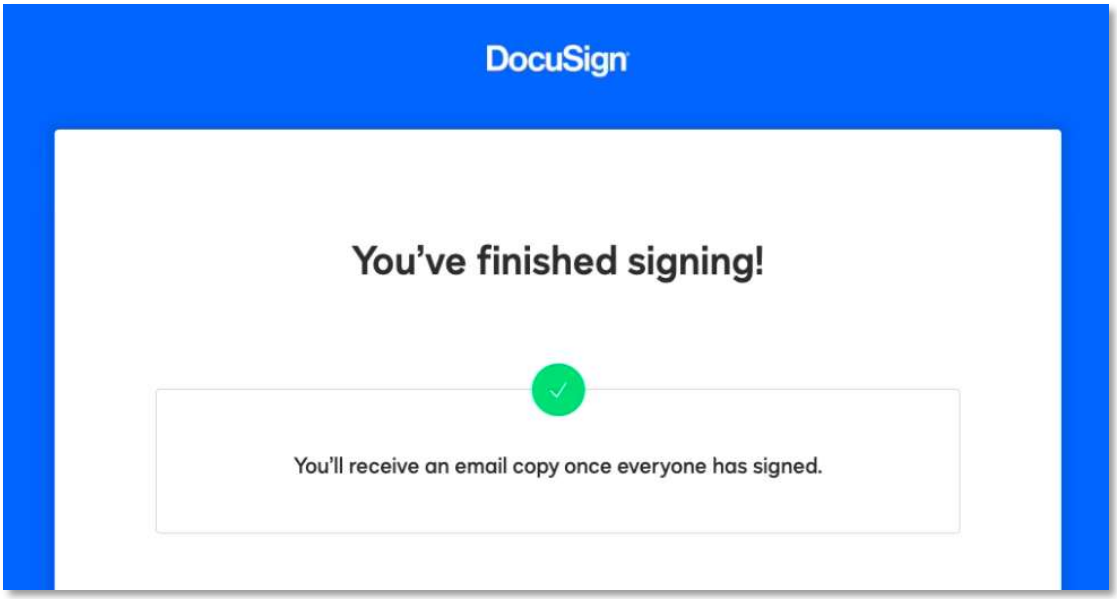


Step 5: Sign the Participation Agreement

Signature, Name, and Title are required; The date will be auto populated by DocuSign. Select "Finish" to send all completed documents.



Once finished, you will receive an email copy for your records.

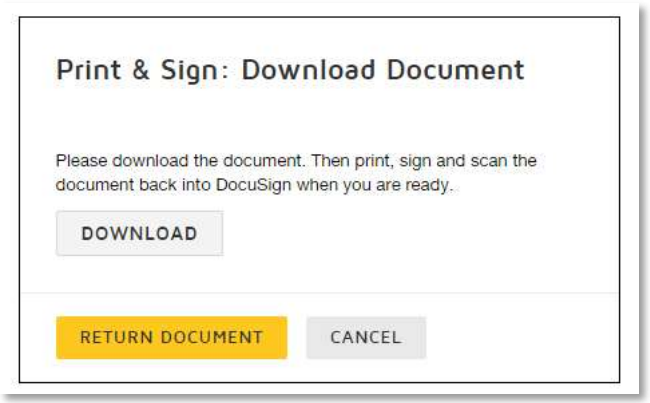


Steps to Return Signed Participation Agreements with a Manual Signature:

DocuSign allows participation agreements to be downloaded, signed manually, then scanned and uploaded to DocuSign, and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with an electronic signature, returning manually signed Participation Forms via DocuSign will associate your signed forms with your subdivision's records.

Step 1: From the document you are signing, open the menu by clicking "Other Options"

Step 2: Click "Print & Sign". You can save the document(s) to your computer by clicking "Download"

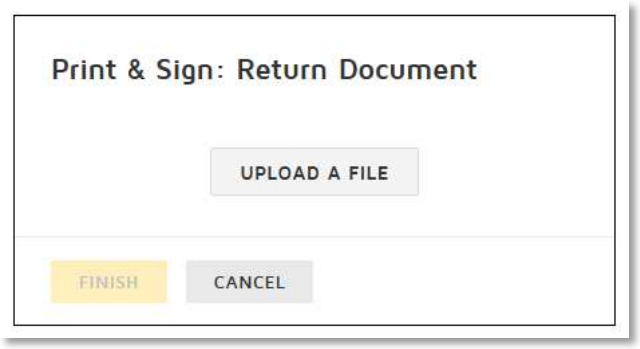


Step 3: Print the documents, populate, and sign the printed pages as needed

Step 4: Scan the signed documents back into your computer

Step 5: In the "Print & Sign: Download Document" dialog box, click "Return Document"

Step 6: Click "Upload A File" and select the signed electronic file version of your document to upload

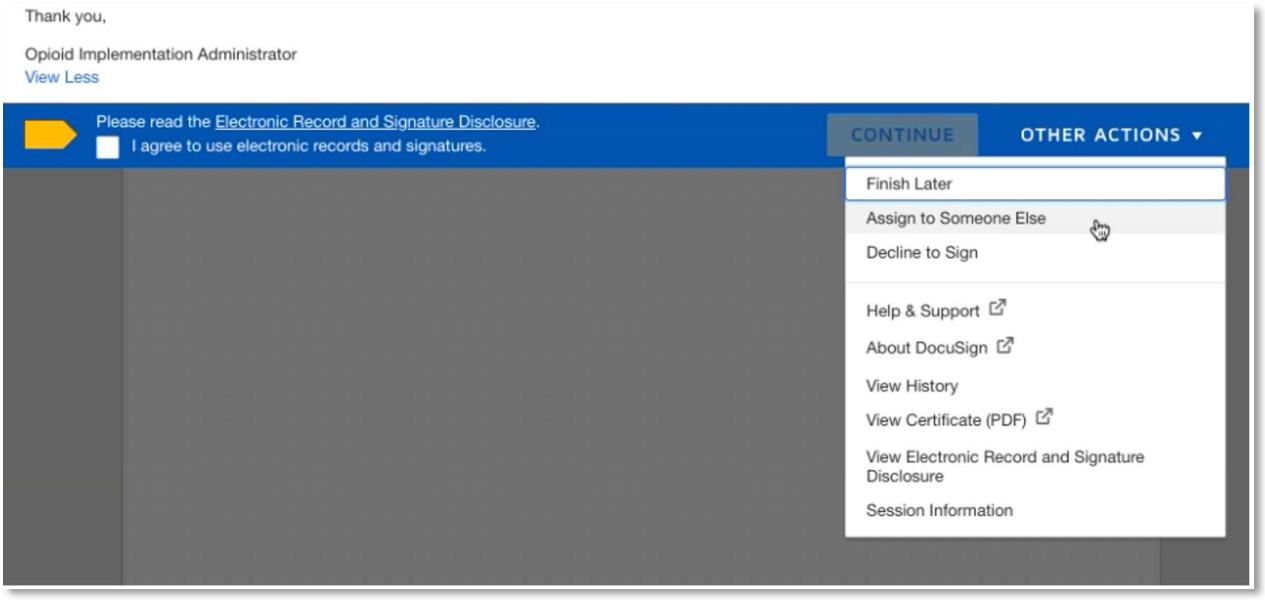


Step 7: Once the file is uploaded, the file name and number of pages will be shown in the dialog box. Ensure the correct document is uploaded and click “Finish” to send the document

Steps to “Assign to Someone Else”

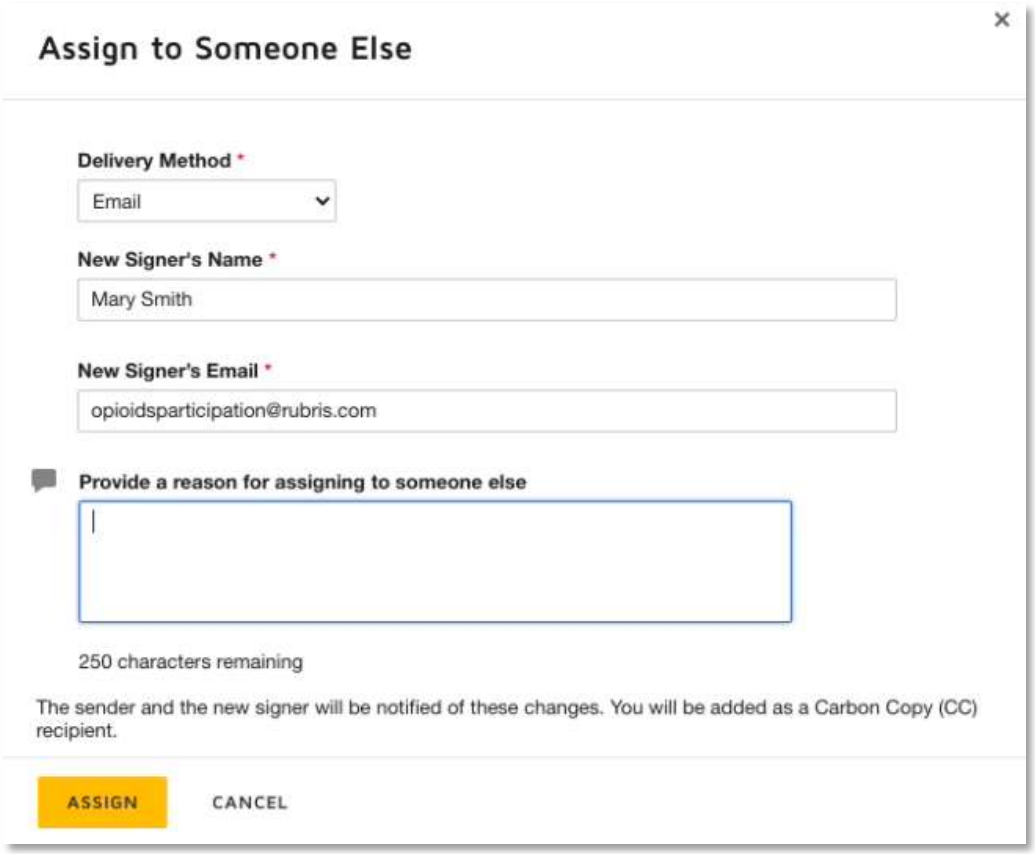
Step 1: Select “Other Options”

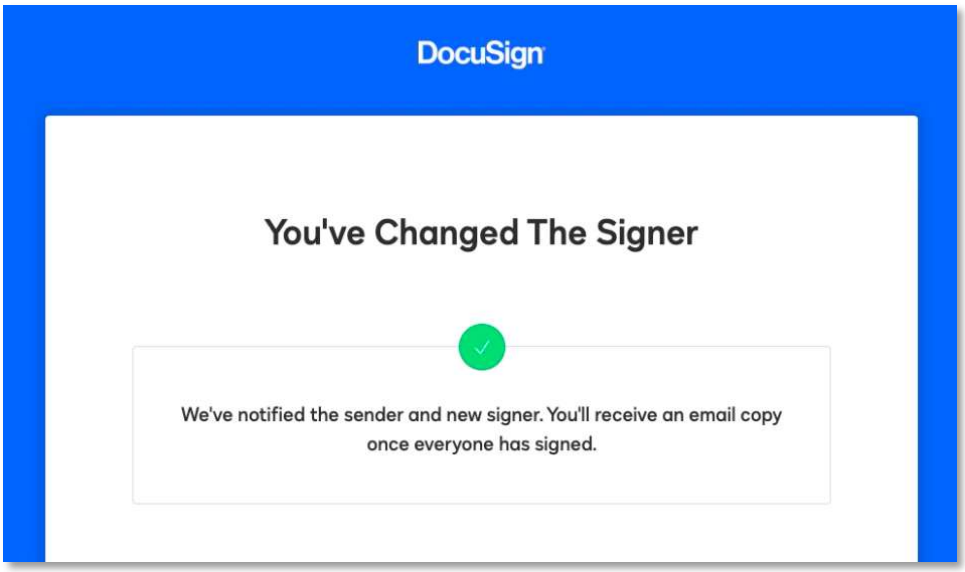
Step 2: Select “Assign to Someone Else”



Step 3: Enter the requested information for the Assigned Signer and click “Assign”

- The new signer will be notified
- You will be copied on all DocuSign emails sent to the new signer


Assign to Someone Else
Delivery Method *
Email
New Signer's Name *
Mary Smith
New Signer's Email *
opioidsparticipation@rubris.com
Provide a reason for assigning to someone else
250 characters remaining
The sender and the new signer will be notified of these changes. You will be added as a Carbon Copy (CC) recipient.
ASSIGN
CANCEL


DocuSign
You've Changed The Signer
We've notified the sender and new signer. You'll receive an email copy once everyone has signed.

REGULAR COUNCIL MEETING
AGENDA STATEMENT

Meeting Date: August 25, 2025 Item# 11C

Agenda Item: Task Order for Engineering Services Related to the Replacement of the E. Prospect Street Bridge.

Summary: Council is requested to approve a task order with Mattern & Craig, Inc. for engineering services related to the replacement of the E. Prospect Street Bridge, in the amount of $135,700. This project is partially funded through the VDOT Revenue Sharing Program, with costs shared equally (50/50) between VDOT and the Town.

Budget/Funding: Funding has been budged for and is available in the following line items:

4500-R47926	Highway Maintenance Bridge Repairs	$135,700.00

Meetings: Work Session held August 11, 2025

Proposed Motion: I move that Council approve a task order with Mattern & Craig, Inc. for engineering services related to the replacement of the E. Prospect Street Bridge, in the amount of $135,700.

Moved _____ ***Seconded*** _____

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

Town of Front Royal
Public Works

MEMORANDUM

TO: Michelle Campbell, Manager of Purchasing

CC: B.J. Wilson, Director of Finance

FROM: Robert B Boyer, Public Works Director

DATE: August 1, 2025

SUBJECT: Recommendation to Award the Design, Bid documents and Construction Administration for E. Prospect St Bridge.

The town recently received a task order under the on call civil engineering contract from Mattern Craig for the E. Prospect St bridge. This proposal for $135,700.00 includes three different phases of the project which are the design phase services at $79,100.00, bidding/ negotiation phases Services at $8,400.00 and construction administration services $48,000.00. We recommend proceeding with approving all three phases at the total amount of $135,700.00. If this task order is approved in August, we plan to have the design phase completed and be ready for advertising by late September or early October 2025. This project is a VDOT Revenue Sharing project so it's 50/50 funding, we currently have $1,877,791.00 between Town and VDOT funding for this project.

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

Thank You.

TASK ORDER NO. 1

EAST PROSPECT STREET SUPERSTRUCTURE REPLACEMENT

Scope of Services

Town of Front Royal, Virginia

July 28, 2025

Mattern & Craig is pleased to provide the following Scope of Services for Task Order No. 1 - East Prospect Street Superstructure Replacement. The project involves the superstructure replacement of the East Prospect Street Bridge over Happy Creek located in the Town of Front Royal, Virginia.

Task Order No. 1 is provided per the Town's request as a supplement to the original agreement "*RFP #2-2025 – On Call General Engineering Services*" between the Town of Front Royal, Virginia and Mattern & Craig dated July 23, 2025. This Scope of Services is based on discussions with the Town of Front Royal and the review of previous plans prepared by another consultant in 2022.

OVERVIEW

It is our understanding that the project is separated into the following three (3) phases – Design Phase, Bidding/Negotiation Phase, and Construction Phase. The Scope of Services presented in this document includes services required for all three (3) phases of the project.

The existing structure (Structure No. 1128002) is a two-span simple steel beam, timber deck crossing over Happy Creek located on East Prospect Street between North Commerce Avenue (Route 522) and Front Street. The existing bridge was constructed in 1937 and is approximately 48-feet long and 20-feet wide bearing on stone masonry abutments and a stone masonry center pier. It is our understanding that the project will involve the closure of the existing bridge and replacement of the existing superstructure (beams, deck and bridge railings). The existing abutments will be modified and re-used. The proposed bridge width will match the existing bridge width.

Based on the information provided, Mattern & Craig proposes to provide engineering services to assist the Town with the superstructure replacement of the existing bridge. The project deliverables are described herein.

The specific services to be provided for each phase include the following:

DESIGN PHASE SERVICES

Survey Services

All survey services for the project will be provided during the Preliminary Design Phase. The following survey services will be included:

1. Perform property research of approximately three (3) parcels.

2. Prepare and mail "Right of Entry" letters to adjoining property owners, if required.

3. Set two (2) permanent control and benchmark monuments in the vicinity of the project, and using GPS survey methods, tie the control into Virginia State Plane North Zone (NAD83/2011 and NAVD88)

4. Right-of-way Survey: Perform deed and plat research to identify configuration and property ownership of parcels. Perform partial survey of the boundary (locate property corners) of parcels within the project area. Plot parcels from deeds, plats, and other recorded instruments and reconcile data based on evidence found during the survey.

5. Survey limits shall include a variable width corridor topographic survey of East Prospect Street, starting at the intersection of Front Street and East Prospect Street and continuing east to the intersection of East Prospect Street and S. Commerce Avenue (Route 522).

6. Perform a detailed topographic survey of the project site area that will be suitable for use as the design base for the bridge structure.

7. The survey shall include the project area topography with contour intervals at 1-foot minimum and all visible improvements with in project area.

8. Locate aerial and subsurface utilities including alignment, structures and pipe sizes. Elevations will be obtained on sanitary sewer manhole rims, invert in, invert out, sanitary laterals and cleanouts; storm drain rims, invert in, invert out; and culverts, invert in and invert out. Horizontal locations will be obtained on waterlines including water valves and water meters; gas lines including gas valves and gas meters; telecommunications lines; electric lines including overhead, underground, poles and guy wires; petroleum valves and fiber optic lines. Subsurface utility locations will be based on markings by "Miss Utility". Mattern & Craig will be responsible for coordination of utility markings with "Miss Utility" prior to survey field work.

9. Base Mapping: Compile results of the survey and import/integrate the field survey with other mapping (property data and key utility data) to create the finished design base mapping.

10. Easement Plats: Prepare up to three (3) easement plats for the adjacent properties, if required, that includes temporary or permanent right-of-way acquisitions for use by the Town.

Utility Coordination Services

This Scope of Services assumes that no in-plan utility design will be required for the project, i.e. water, sewer, etc. The services included below in the Design Phase are for coordination of the bridge work with electrical service poles and potential adjustments to manhole lid elevations in the approach roadway for utilities that are identified by the survey. The following utility coordination services will be included:

1. Review the utility information from the survey.

2. Identify all known utility owners within the project area and obtain the necessary contact information.

3. Determine expected utility conflicts based on the preliminary layout of the proposed superstructure replacement (to include all utilities). Consult with the Roadway design team for manhole lid elevation adjustments, if required.

4. Conduct one (1) virtual utility coordination meeting, if required.

5. Any utility adjustments will be shown on the Roadway Plan Sheet.

6. Prepare a Construction Cost Estimate.

Transportation Design Services

1. Roadway Design: Develop Final Roadway Design Plans for the proposed improvements to the East Prospect Street Bridge and associated approach roadway tie-ins in accordance with the *Overview* above and our understanding of the project. Design plans shall consist of the following:

    - Title Sheet
    - General Notes
    - Typical Sections
    - Roadway Sheet – layout, drainage, limits of construction, proposed right-of-way and easements, utility adjustments (if required), erosion and sediment control
    - Roadway/Entrance Profile(s)

    The plans will consist of plan sheets at 1:25 scale, profiles at 1:25 scale (horizontal) and 1:5 (vertical). Entrance profiles will be at 1:5 scale and cross sections will be a 1:10 scale.

2. Maintenance of Traffic (MOT)/Detour Plan: Utilizing the plans prepared by a previous consultant in 2022, re-create the MOT/Detour Plan for inclusion in the Mattern & Craig plan set. This Scope of Services assumes that the portion of East Prospect Street near the bridge will be closed for the duration of the construction. Coordinate the MOT/Detour Plan with the Town.

3. Construction Cost Estimate: Assist with the preparation of the Construction Cost Estimate by determining roadway and MOT pay item quantities and unit prices. The unit prices used will consider recent bid tabulations, including VDOT bid tabulations, on similar projects within the area.

4. Perform a QA review of the design calculations and the Final Roadway Design Plans.

5. Submit plans to the Town and other appropriate parties for review and comment. Make agreed upon revisions.

6. Finalize plans and specifications, including appropriate VDOT Special Provisions, for Advertisement.

7. Attend one (1) virtual design review meeting during the Design Phase.

Bridge Design Services

The bridge design portion of the work will be performed in general accordance with the following Virginia Department of Transportation (VDOT) and AASHTO documents:

- AASHTO LRFD Bridge Design Specifications, 8th Edition with Interim Revisions and Modifications
- VDOT Road and Bridge Specifications (2020)
- VDOT Road and Bridge Standards (2016)
- VDOT Structure & Bridge Division Design Manual

The proposed superstructure replacement will be designed for an AASHTO HL-93 load capacity. The following bridge design services will be included:

1. Obtain and review a copy of mapping and other available information in the vicinity of the bridge structure.

2. Coordinate the location of the existing bridge foundations with the survey.

3. Coordinate the horizontal and vertical alignment of the proposed superstructure replacement with the roadway design.

4. The proposed superstructure replacement will consist of steel beams and a concrete deck. Guardrail will be utilized for the bridge railing.

5. Coordinate bridge aesthetics with the Town.

6. Perform detailed design calculations for the proposed superstructure replacement. Optimize the steel beam sizes and confirm the concrete deck thickness and reinforcing.

7. Develop, as a minimum, for the Final Bridge Design Plans, the anticipated following sheets:

    - Plan & Elevation (1)
    - General Notes, Estimated Bridge Quantities & Index of Sheets (1)
    - Bridge Geometry & Sequence of Construction (1)
    - Abutments & Pier Modifications (1)
    - Transverse Sections (1)
    - Framing Plan (1)
    - Camber & Deflection Diagrams (1)
    - Superstructure Details (1)
    - Deck Plan, Elevations & Reinforcing Steel (1)
    - Bridge Railings (2)

8. Perform QA review of the design calculations and the Final Bridge Design Plans.

9. Attend one (1) virtual design review meeting during the Design Phase.

10. Submit copies of the Final Bridge Design Plans and all applicable VDOT Special Provisions to the Town and other appropriate parties for review and comment. Make agreed upon revisions.

11. Prepare a Construction Cost Estimate based on pay items and quantities at the Preliminary Design Phase.

12. Following approval of the Final Bridge Design Plans, finalize the plans, specifications, including appropriate VDOT Special Provisions, for Advertisement.

Stormwater / Drainage and Erosion & Sediment Control Design Services

1. The existing bridge has openings which allow stormwater to drain off the bridge deck and over the sides of the bridge directly into Happy Creek. Approach roadway uses shoulder and ditch arrangement to collect and convey stormwater runoff to Happy Creek. It is assumed that the proposed superstructure replacement and approach roadway will utilize a similar condition.

2. It is also understood that any existing storm drainage systems around the bridge are outside of the construction zone and will not be affected by the superstructure replacement or the approach roadway tie-in with the exception of potential stormwater manhole lid elevation adjustments.

3. The Design plans will recommend the proper method for handling elevation adjustments to the existing storm drain systems if required for grade tie-in. No new drainage features are anticipated.

4. Prepare design of erosion control measures and provide standard details as appropriate. Erosion control items will be shown on the Roadway Plan sheet.

5. Prepare a cost estimate for erosion control design.

6. Perform QA review of the erosion control items.

7. Incorporate Town and VDOT review comments and submit final storm drainage and erosion control design plans and specifications for Advertisement. Final submittal will include pay items, quantity summary sheets and updated costs.

BIDDING/NEGOTIATION PHASE SERVICES

Following the Advertisement of the project, the following services will be provided to assist the Town of Front Royal during the Bidding/Negotiation Phase of the project:

1. Attend and administer a Pre-Bid Meeting with the City and prospective bidders. This Scope of Services assumes that the Pre-Bid Meeting will be virtual.

2. Issue addenda as appropriate to clarify, correct and modify the project documents.

3. Assist the Town in responding to questions from prospective bidders prior to the bid opening and issue responses to questions in writing to all prospective bidders.

4. Following the bid opening, assist the Town in evaluating the bid, qualifications and past work references for the lowest responsive and responsible bidder. Provide the Town with a recommendation for award.

5. Assist the Town in preparing pre-award documents such as the Notice of Award and Agreement as necessary.

CONSTRUCTION PHASE SERVICES

Construction Administration Services

1. Attend and administer a Pre-Construction Conference.

2. Shop Drawing Review: Review and approve or take other appropriate action, shop drawings, samples and other data which the Contractor is required to submit for the project in accordance with the Contract documents. Such reviews and approvals or other action will not extend to the means, methods, techniques or procedures of construction or to the safety precautions and programs required of the Contractor.

3. Construction Coordination: Provide consultation and advice to the Town during the construction phase and respond to questions from the Contractor. Issue necessary clarifications and interpretations of the Contract documents as appropriate.

4. Review monthly pay applications and coordinate quantities with the Town.

Construction Engineering Inspection (CEI) Services

1. Perform site visits at intervals appropriate to the various stages of construction in coordination with the Town and the Contractor's schedule. Site visits will be made by experienced and qualified personnel of Mattern & Craig or our sub-consultants in order to observe the progress and quality of the various aspects of the Contractor's work. These services will be provided on a per site visit basis.

2. Mattern & Craig shall not, during the site visits or as a result of such observations of the Contractor's work progress, supervise, direct or have control over the Contractor's work nor have authority over or responsibility for the means, methods, techniques or procedures of construction or the safety precautions or programs selected by the Contractor.

3. Defective Work: Mattern & Craig shall advise the Client in writing to disapprove or reject the Contractor's work while it is in progress if Mattern & Craig believes such work is defective or will not produce a complete project that conforms generally with the Contract documents.

4. Limitations of Responsibility: Mattern & Craig shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any portion of the work. Mattern & Craig shall not be responsible for the Contractor's failure to perform or furnish the work in accordance with the Contract documents.

5. Materials Testing: Mattern & Craig will contract with ECS Mid-Atlantic, LLC to provide the materials testing services for the bridge replacement required during the Construction Phase. These services will be provided on a per site visit basis.

EXCLUSIONS

Any item not specifically identified or expressed in writing in this Scope of Services as being performed or provided by Mattern & Craig or another member of the design team will not be performed. Items that are excluded from this Scope of Services include, but are not limited to, the following:

1. Coordination with VDOT
2. Geotechnical services during design or construction
3. Hydraulic/Hydrologic Analysis
4. Permitting Services
5. Stormwater Management
6. Utility Relocation
7. Environmental Services/SWPPP
8. Comprehensive Construction Engineering and Inspection (CEI) services
9. In-house fabrication shop inspection or approvals
10. Public meetings

TASK AND DELIVERABLE SCHEDULE

Upon Notice to Proceed, Mattern & Craig will provide the above referenced services as follows:

Anticipated Notice to Proceed	August 2025
Design Phase	120 days from Notice to Proceed
Anticipated Advertisement Date	December 2025
Anticipated Begin Construction	January/February 2026

FEE SCHEDULE

Basic Services

Based on the information provided herein, Mattern & Craig proposes to provide the above Scope of Services based on the lump sum fee of One Hundred Thirty-Five Thousand Seven Hundred Dollars ($135,700.00). A breakdown of the fee is provided below.

Design Phase Services	
Survey Services	$14,100.00
Utility Coordination Services	$2,800.00
Transportation Design Services	$20,300.00
Bridge Design Services	$38,600.00
Stormwater/Drainage and E&SC Design Services	$3,300.00
SUBTOTAL	*$79,100.00*
Bidding/Negotiation Phase Services	*$8,400.00*
Construction Phase Services	
Construction Administration Services	$20,000.00
Construction Engineering Inspection (CEI) Services *	$28,200.00
SUBTOTAL	*$48,400.00*
TOTAL FEE (ALL PHASES)	**$135,700.00**

** Note the Construction Engineering Inspection (CEI) Services included in this Scope of Services will be provided based upon the following fees per site visit. The table below provides the information assumed as part of this Scope of Services in order to provide a fee estimate. Please note that the fee per site visit below are based upon standard hourly rates for anticipated hours charged to the project including reimbursable expenses. Please note that laboratory testing is not included.*

Type of Site Visit	Estimated No. of Site Visits	Fee Per Site Visit	Estimated Fee
Engineering Site Visit (2 per month)	10	$1,555.00/visit	$15,550.00
Materials Testing (Half Day – 4 hours)	5	$900.00/visit	$4,500.00
Materials Testing (Full Day – 8 hours)	6	$1,175.00/visit	$7,050.00
Concrete Sample Pickup	5	$220.00/visit	$1,100.00

Please note that services of sub-consultants to Mattern & Craig are included based on the actual cost to Mattern & Craig times a 1.15 multiplier. Also, note that above fees include costs of direct expenses and reimbursable items.

Additional Services

Mattern & Craig proposes to provide any additional services that you may require on this project based on the above hourly rates determined by our payroll costs times a 2.6 multiplier plus expenses. Services of specialized sub-consultants, if required, will be provided based on the actual cost to Mattern & Craig times a 1.15 multiplier.

REGULAR COUNCIL MEETING
AGENDA STATEMENT

Meeting Date: August 25, 2025 Item# 11D

Agenda Item: Repayment of Economic Development Access Grant

Summary: Council is requested to approve repayment to the Commonwealth of Virginia Department of Transportation for an Economic Development Access Grant in the amount of $452,466.04.

On December 7, 2016, the Commonwealth Transportation Board approved a $650,000 Economic Development Access Grant to assist the Town of Front Royal with the construction of a portion of the West Main Street Connector for the IT Federal LLC development. The Town of Front Royal was unable to requisite the full grant amount of $650,000 because the project has not been completed, due to issues caused by the construction of the IT Federal LLC property.

The Town has budgeted $216,665 annually for fiscal years 2023-2025 to set aside funds totaling approximately $650,000 in anticipation of repayment of the grant funding.

Budget/Funding: 9130-R47982 Special Project Fund – Local Connector Road $452,466.04.

Meetings: Work Session held July 14, 2025

Proposed Motion: I move that Council approve repayment to the Commonwealth of Virginia Department of Transportation in the amount of $452,466.04 for an Economic Development Access Grant.

Moved _____ *Seconded* _____

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

Appendix A Revision 1 **Date:** 7/25/2025

Project Number: ECON-112-170 UPC: 110324 CFDA # N/A Locality: Town of Front Royal

Project Location ZIP+4: 22630-2908	Locality UEI #: N7VQXJM58JP6	Locality Address (incl ZIP+4): 102 E. Main St. Front Royal, VA 22630-3337

Project Narrative

Work Description:	Economic Access Project for the Town of Front Royal to extend Main Street from Kendrick Lane to site access for IT Federal.
From:	Kendrick Lane
To:	800' SW of Kendrick Lane
Locality Project Manager Contact info:	Joe Petty (540) 635-8007 jpetty@frontroyalva.com
Department Project Coordinator Contact Info:	Kim Cameron (540) 332-7886 Kim.Cameron@vdot.virginia.gov

Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	$0.00	$0	$565,173.89	$565,173.89
Estimated VDOT Project Expenses	$0.00	$0	$408.67	$408.67
Estimated Total Project Costs	$0.00	$0	$565,582.56	$565,582.56

Project Cost and Reimbursement

Phase	Estimated Project Costs	Funds type *(Choose from drop down box)*	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering						
Total PE						$0.00
Right of Way & Utilities						
Total RW						$0.00
Construction	$500,000.00	Economic Development Access	0%	$0.00	$500,000.00	
	$65,582.56	Economic Development Access	50%	$32,791.28	$32,791.28	
Total CN	$565,582.56			$32,791.28	$532,791.28	$532,382.61
Total Estimated Cost	$565,582.56			$32,791.28	$532,791.28	$532,382.61

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	$532,791.28
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and share of VDOT Expenses)	$532,382.61

Project Financing

Economic Development Access	Economic Development Access State Match	Economic Development Access Local Match				**Aggregate Allocations**
$500,000.00	$32,791.28	$32,791.28				$565,582.56

Payment Schedule

4/8/2025	12/7/2025
$452,466.04	$113,116.52

Program and Project Specific Funding Requirements

- This Project shall be administered in accordance with VDOT's Locally Administered Projects Manual and the Economic Development Access Program Guide
- Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program.
- All right-of-way, environmental assessments (other than SERP, if applicable) and remediation, and utility adjustments shall be provided at no cost to VDOT.
- This is a limited funds project. Financing of any eligible costs in excess of $650,000 and all ineligible costs as determined by the DEPARTMENT pursuant to the DEPARTMENT's current policy and procedure in administration of the Economic Development Access Program Guide will be borne 100% percent by the LOCALITY.
- The LOCALITY shall provide up to $150,000 in matching funds, as necessary, to fulfill project funding obligations. The LOCALITY has opted to retain the required matching funds and expenditure of these matching funds shall be documented by the DEPARTMENT at such time as the maximum $500,000 unmatched Economic Development Access Program funding has been exceeded or expended.
- Project costs, eligible for reimbursement under the DEPARTMENT's current policy and procedure in administration of the Economic Development Access Program shall be satisfactorily documented by the DEPARTMENT prior to processing reimbursement to the LOCALITY.
- **Upon receiving an invoice from the DEPARTMENT, the LOCALITY shall make payments to VDOT as shown in the Payment Schedule above.**
- **VDOT has billed and received $0 from the LOCALITY for this Project as of 7/25/2025.**
- In the event that during the extended bonded period, the LOCALITY can document sufficient capital investment by an eligible establishment, the LOCALITY may request a refund of any reimbursements made to the DEPARTMENT. Such request may be granted if funds are available and on a first come, first served basis in competition with applications for economic development access funds from other localities.
- This Appendix A supersedes all previous versions signed by VDOT and the LOCALITY.

This attachment is certified and made an official attachment to this document by the parties to this agreement.

Authorized Locality Official and Date

Authorized VDOT Official and Date

CLOSED MEETING
AGENDA STATEMENT

Meeting Date: August 25, 2025 Item# 12

MOTION ON TO GO INTO CLOSED MEETING

[to be approved by affirmative recorded vote, with motion set forth in detail in the minutes. Council may take action in open session following closed meeting].

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

1) pursuant to §2.2-3711(A)(1) of the Code of Virginia, for the discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body, more specifically, Clerk of Council; and,

2) pursuant to Section 2.2-3711(A)(8) of the Code of Virginia, for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, more specifically, the insolvency and disposition of assets of the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia.

Motion to Certify Closed Meeting at its Conclusion

[At the conclusion of the Closed Meeting, immediately re-convene in open meeting and take a roll call vote on the following:]

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

Moved _____ ***Seconded*** _____

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