



TOWN COUNCIL REGULAR WORK SESSION

Monday, July 13, 2026 @ 7:00 PM

Town Hall Conference Room

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

1. Roll Call
2. NEW BUSINESS
 - a. Special Exception Application -10160 Winchester Road - L. Kopishke
 - b. Retrofit Raw Water Switchgear Controllers - M. Campbell
3. CLOSED MEETING
4. ADJOURN



Regular Work Session Agenda Statement

Item #2A

Meeting Date: July 13, 2026

Agenda Item:

A Special Exception, submitted by Chris Ramsey, subdivide a parcel less than two acres accessed by a private road, identified by Tax Map Number 20A241-7. The Property is zoned R-2, Residential and has a caretaker's quarter on site.

Summary:

The subject property, 10160 Winchester Road, is part of a larger tract of land that subject to an Annexation between the Town and County in 1997. This portion was brought into Town, assigned a tax id so the property owner could pay Town taxes but was never formally subdivided along the Town and County boundary. The parcel is accessed by a deeded access road which the Town also uses to get to our pump station.

Per the provisions of 148-820-N-1.A.1 which states :

[1] Each lot parcel shall be a minimum of two (2) acres in area, regardless of zoning district classification.

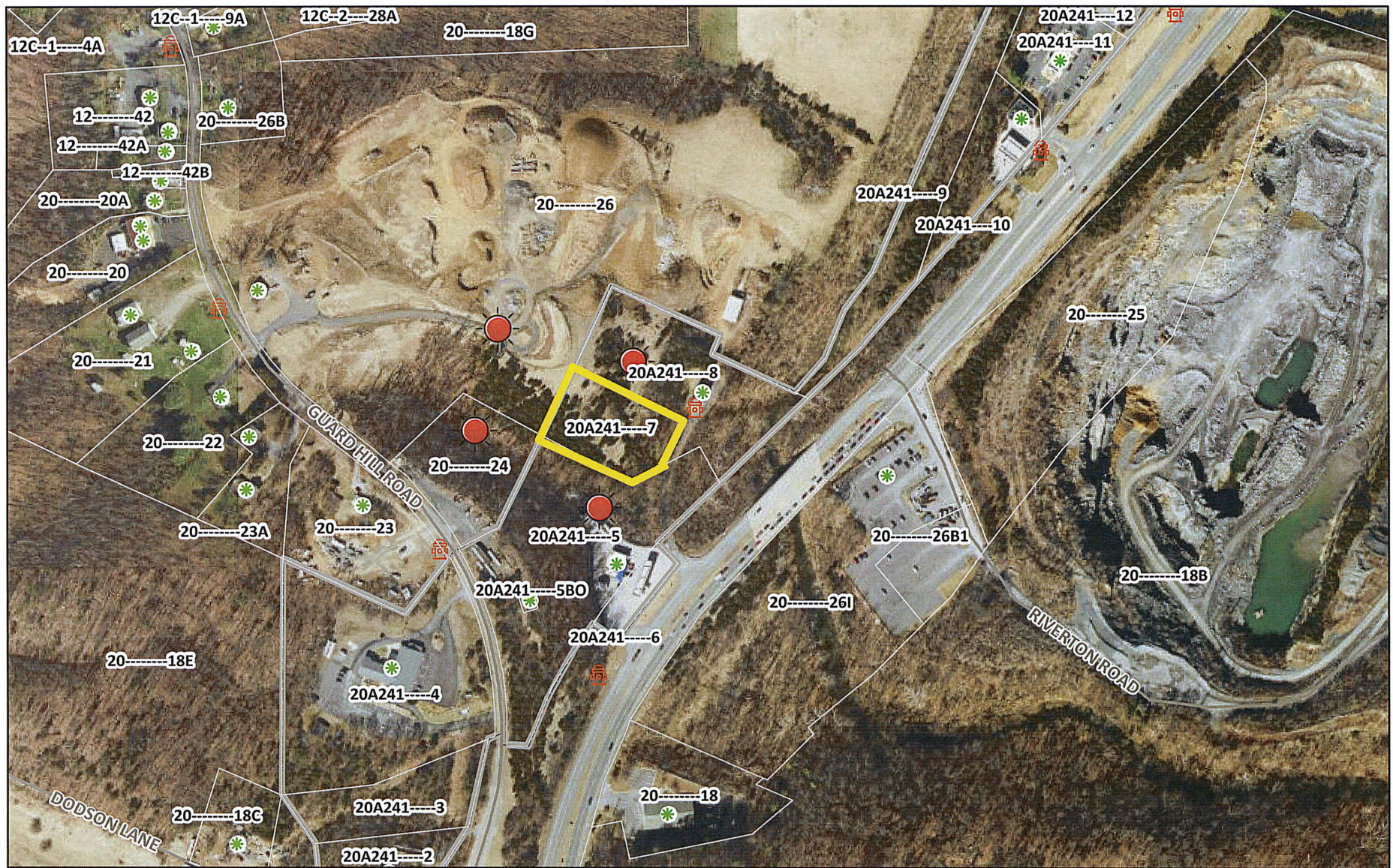
The lot is currently 1.276 acres and under the acre minimum. The private access road existed prior to the property being annexed into town limits. Per Town Code 148-211, the Town Council may provide an exception to the provisions of the subdivision ordinance and permit the subdivision of this property being less than two acres.

Budget/Funding: N/A

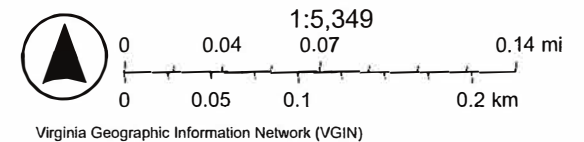
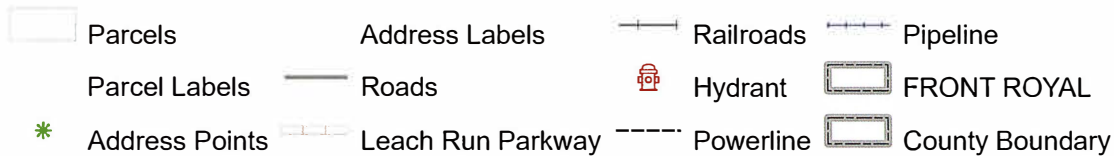
Staff Recommendation:

Staff recommends approval. This 1.27-acre parcel was accessed off a private deeded access road while it was situated in Warren County. When the Town and County annexed the land, the entire parcel was not annexed in, the boundary bisected the property creating a non-conforming parcel. The property owner has been paying Town taxes on the portion within Town, it was given a separate tax id, but never formally subdivided out from the larger portion within the County. Staff believes the annexation created a title problem for this property owner by not annexing in the entire parcel. Approving this Special Exception will allow him to separate out the portion of the property with the caretaker's quarter, while allowing the rest of his parcel to fall under County Zoning regulations.

Special Exception 2600235 - Ramsey Inc 10160 Winchester Road



5/19/2026, 3:55:04 PM



0 UNASSIGNED

Applicant - Special Exception #2600235 Chris Ramsey

Location	0 UNASSIGNED	City, State, Zip	FRONT ROYAL, VA 22630
Mblu	20/ A2 41/ 7/ /	Owner	RAMSEY INC
Taxable Status	Non-Exempt	PBN	SINGLE FAMILY URBAN
Appraisal	\$445,000	PID/ACCOUNT#	30537
Building Count	1	Legal Description	L 7 BDY ADJ TOWN OF FR & COUNTY OF WARREN LR97-6598 FROM TM 20-26
Topography		Assessing Distr...	001
District	61: NORTH RIVER - TOWN		

Current Value

Assessment					
Valuation Year	Building	Extra Features	Outbuildings	Land	Total
2025	\$359,400	\$0	\$0	\$85,600	\$445,000

Parcel Addresses

Additional Addresses
No Additional Addresses available for this parcel

Owner of Record

Owner	RAMSEY INC	Sale Price	\$181,300
Co-Owner		Book	LR-2002
Care Of		Page	4485
Address	508 N COMMERCE AVE	Sale Date	05/29/2002
	FRONT ROYAL, VA 22630-3416	Instrument	00
		Qualified	Q

Ownership History

Ownership History						
Owner	Sale Price	Instrument	Sale Date	Ref Number	Book	Page
RAMSEY INC	\$181,300	00	05/29/2002	4485	LR-2002	4485
COOLEY J S ESTATE	\$0	00	12/08/1997	6598	LR-1997	6598

Building Information

Building 1 : Section 1

Year Built:	2024
Living Area:	1,040
Building Percent Good:	100

Building Attributes	
Field	Description
Style	Building
Model	Residential
Grade	Grade C
Stories	1.0

Building Photo

 Building Photo
(<https://images.vgsi.com/photos/WarrenCountyVAPhotos///0109/C>)

3853 GUARD HILL RD

Location	3853 GUARD HILL RD	City, State, Zip	FRONT ROYAL, VA 22630
Mblu	20 / / 26 / /	Owner	RAMSEY INC
Taxable Status	Non-Exempt	PBN	AGR/UNDDEV 20-99 ACR
Appraisal	\$767,600	PID/ACCOUNT#	7652
Building Count	1	Legal Description	J S COOLEY EST PROP & BDY ADJ TOWN OF FR/WARREN CO LR97-6598 SURVEY LR02-4485
Topography		Assessing Distr...	001
District	01: NORTH RIVER - COUNTY		

Current Value

Assessment						
Valuation Year	Building	Extra Features	Outbuildings	Land	Total	Land Use Value
2025	\$155,200	\$0	\$33,600	\$578,800	\$767,600	\$75,900

Parcel Addresses

Additional Addresses
No Additional Addresses available for this parcel

Owner of Record

Owner	RAMSEY INC	Sale Price	\$181,300
Co-Owner		Book	LR-2002
Care Of		Page	4485
Address	508 N COMMERCE AVE	Sale Date	05/29/2002
	FRONT ROYAL, VA 22630-3416	Instrument	00
		Qualified	Q

Ownership History

Ownership History						
Owner	Sale Price	Instrument	Sale Date	Ref Number	Book	Page
RAMSEY INC	\$181,300	00	05/29/2002	4485	LR-2002	4485
COOLEY J S ESTATE	\$0	00	12/08/1997	6598	LR-1997	6598
COOLEY, J S	\$0	00	01/01/1900	0	291	849

Building Information

Building 1 : Section 1

Year Built:	1950
Living Area:	576
Building Percent Good:	75

Building Attributes	
Field	Description
Style	Building
Model	Residential

0 WINCHESTER RD

Location	0 WINCHESTER RD	City, State, Zip	FRONT ROYAL, VA 22630
Mblu	20/ / 24/ /	Owner	ALPHA PORTFOLIO OWNER LLC
Taxable Status	Non-Exempt	PBN	COMMERICAL/INDUSTRAL
Appraisal	\$107,500	PID/ACCOUNT#	7649
Building Count	1	Legal Description	LEWIN & BDY ADJ TOWN OF FR & CO OF WARREN LR97-6598 SURVEY LR07-7597
Topography		Assessing Distr...	001
District	01: NORTH RIVER - COUNTY		

Current Value

Assessment					
Valuation Year	Building	Extra Features	Outbuildings	Land	Total
2025	\$0	\$0	\$7,500	\$100,000	\$107,500

Parcel Addresses

Additional Addresses
No Additional Addresses available for this parcel

Owner of Record

Owner	ALPHA PORTFOLIO OWNER LLC	Sale Price	\$2,975,800
Co-OwnerC/O	GPM INVESTMENTS LLC	Book	LR-2022
Care Of		Page	4727
Address	1410 COMMONWEALTH DR STE 202 WILMINGTON, NC 28403-2900	Sale Date	07/28/2022
		Instrument	00
		Qualified	Q

Ownership History

Ownership History						
Owner	Sale Price	Instrument	Sale Date	Ref Number	Book	Page
ALPHA PORTFOLIO OWNER LLC	\$2,975,800	00	07/28/2022	4727	LR-2022	4727
QUARLES PETROLEUM INC	\$0	00	12/08/1997	6598	438	688
COOLEY, J S INC	\$0	00	01/01/1900	0	0	0

Building Information

Building 1 : Section 1

Year Built:
Living Area: 0
Building Percent
Good:

Building Attributes	
Field	Description
Style	Vacant Land
Model	
Grade	

10178 WINCHESTER RD

Location	10178 WINCHESTER RD	City, State, Zip	FRONT ROYAL, VA 22630-7105
Mblu	20/ A2 41/ 5/ /	Owner	ALPHA PORTFOLIO OWNER LLC
Taxable Status	Non-Exempt	PBN	COMMERICAL/INDUSTRAL
Appraisal	\$1,614,858	PID/ACCOUNT#	30536
Building Count	1	Legal Description	LOT 5 BDY ADJ TOWN OF FR & COUNTY OF WARREN LR97-6598 FROM TM 20-24,24A,26A,26F LR07-7597
Topography		Assessing Distr...	001
District	61: NORTH RIVER - TOWN		

Current Value

Assessment					
Valuation Year	Building	Extra Features	Outbuildings	Land	Total
2025	\$194,100	\$0	\$300,258	\$1,120,500	\$1,614,858

Parcel Addresses

Additional Addresses
No Additional Addresses available for this parcel

Owner of Record

Owner	ALPHA PORTFOLIO OWNER LLC	Sale Price	\$2,975,800
Co-Owner	C/O GPM INVESTMENTS LLC	Book	LR-2022
Care Of		Page	4727
Address	1410 COMMONWEALTH DR STE 202	Sale Date	07/28/2022
	WILMINGTON, NC 28403-2900	Instrument	00
		Qualified	Q

Ownership History

Ownership History						
Owner	Sale Price	Instrument	Sale Date	Ref Number	Book	Page
ALPHA PORTFOLIO OWNER LLC	\$2,975,800	00	07/28/2022	4727	LR-2022	4727
QUARLES PETROLEUM INC	\$0	00	12/08/1997	6598	LR-1997	6598

Building Information

Building 1 : Section 1

Year Built:	1993
Living Area:	0
Building Percent Good:	60
Building Attributes	
Field	Description
Section Style	Convenience Store
Model	Commercial
Grade	Grade C

10152 WINCHESTER RD

Location	101 52 WINCHESTER RD	City, State, Zip	FRONT ROYAL, VA 22630
Mblu	20/ A2 41/ 8/ /	Owner	TOWN OF FRONT ROYAL VA
Taxable Status	Exempt	PBN	LOCAL GOVT
Appraisal	\$374,480	PID/ACCOUNT#	7654
Building Count	1	Legal Description	LOT 8 BDY ADJ TOWN OF FR & COUNTY OF WARREN LR97-6598 FORMERLY TM 20-26G & 26H
Topography		Assessing Distr...	001
District	61: NORTH RIVER - TOWN		

Current Value

Assessment					
Valuation Year	Building	Extra Features	Outbuildings	Land	Total
2025	\$0	\$0	\$66,780	\$307,700	\$374,480

Parcel Addresses

Additional Addresses
No Additional Addresses available for this parcel

Owner of Record

Owner	TOWN OF FRONT ROYAL VA	Sale Price	\$0
Co-Owner		Book	LR-1997
Care Of		Page	6598
Address	PO BOX 1560 FRONT ROYAL, VA 22630	Sale Date	12/08/1997
		Instrument	00
		Qualified	Q

Ownership History

Ownership History						
Owner	Sale Price	Instrument	Sale Date	Ref Number	Book	Page
TOWN OF FRONT ROYAL VA	\$0	00	12/08/1997	6598	LR-1997	6598

Building Information

Building 1 : Section 1

Year Built:	
Living Area:	0
Building Percent	
Good:	
Building Attributes	
Field	Description
Style	Vacant Land
Model	
Grade	
Stories	

#2600235

ADMINISTRATIVE VARIANCE APPLICATION

TOWN OF FRONT ROYAL ~102 East Main Street, Front Royal, Va. 22630 ~ Main: 540-635-4236 ~ Fax: 540-631-2727

APPLICANT

PROPERTY OWNER (if different)

APPLICANT'S NAME: <u>Ramsey Inc</u>	PROPERTY OWNER'S NAME:
ADDRESS: <u>400 Fulton Lane</u> <u>Front Royal VA 22630</u>	OWNER'S ADDRESS:
PHONE NUMBER: <u>540 660-2159</u>	PHONE NUMBER:
EMAIL:	EMAIL:

SECTION A - Property Information

Tax Map No. <u>20A-24-1-7</u> 148-820-N-1-A-1	Zoning District: <u>R-2</u>
Site Address: <u>10160 Winchester Rd</u>	
☐ Entrance Corridor	☐ Historic District
☐ Floodplain	

SECTION B - Details of Request

Project Name:
Special Exception Code Section(s): <u>148-820-N-1-A-1</u>
General Describe of the request (please attached supporting information, such as plats, plans, details, etc.): <u>Current lot is 1.2837 acres, the code</u> <u>requires 2 acre minimum. The lot is developed</u> <u>w/ caretakers quarters & accessed off private</u> <u>access RD PER DB 274/678</u>

SIGNATURE OF APPLICANT: Chris Ramsey

Date: 5/28/26

PRINT NAME OF APPLICANT: Chris S. Ramsey

SIGNATURE OF PROPERTY OWNER: _____

Date: _____

PRINT NAME OF PROPERTY OWNER: _____

By the submission of this application, permission is hereby granted to Town Officials and employees to enter upon the subject property during reasonable hours for purposes related to the review of this application. The Applicant will be the designated contact person for this permit application. (APPLICATION FEE: \$650.00)

RECEIVED
MAY 28 2026

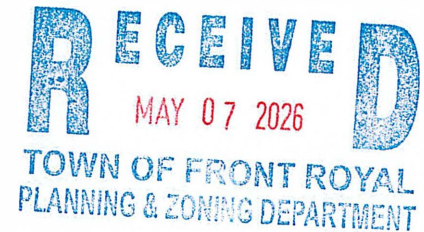
June 5, 2025

TOWN OF FRONT ROYAL
PLANNING & ZONING DEPARTMENT

pl chul#
8079

#2600235

Ramsey Inc
400 Fulton Lane
Front Royal, Virginia 22630
540-660-2159 email: chisramseyinc@yahoo.com



May 7, 2026

Lauren Kopishke Director of Planning and Zoning
102 E. Main St
Front Royal, Virginia 22630

RE: 10160 Winchester Road

T.M. 20A24-1-7

Dear Lauren;

Please accept this letter and Application for Variance for the above referenced property. This tract of property was created by the Boundary Line Adjustment between the County of Warren and The Town of Front Royal in approximately 1999.

The lot created in 1999 is in direct conflict with Town Code Section 148-820-N-1-A [1] "Each lot parcel shall be a minimum of two {2} acres in area, regardless of zoning district classification,". To that end, I hereby request that the nonconforming lot of record be considered a legal existing lot under the code. If it be the pleasure of the Staff, I would welcome an administrative determination

that the parcel qualifies as a Grandfathered tract of land with all rights and privileges so afforded.

In reviewing the process for determining the acceptability of a non-conforming parcel of land that is 2-acres or more the issue of proper access is also an issue to be addressed. Town Code Section 148-820-N-1-A-[2] "Each lot and residual parcel shall abut with a minimum frontage of one hundred seventy five [175] feet on the existing private non-dedicated street, regardless of zoning district classification". The above referenced so created parcel has a frontage on said non-dedicated road of 128.87'. I hereby request a variance to the 175' requirement.

Additionally, I also request a variance to Town Code 148-820-N-2-A-G. This code puts forth the criteria for creating a code compliant access to a 2-acre parcel of land. This parcel fronts on a Town Access Road with all legal and recorded rights to said Town Access Road as stipulated in Deed Book 274/678 of the Land Records of Warren County. The referenced easement and access are existing and not to be created. Therefore, I request that the existing access be considered acceptable and sufficient to satisfy the requirements as set forth in this section of the code.

Respectfully Submitted

A handwritten signature in blue ink, appearing to read "Chris Rany". The signature is written in a cursive, flowing style with a large, looped initial "C".

PREPARED BY:
BROGAN LAND SURVEYING, PLC
P.O. BOX 1578
FRONT ROYAL, VA. 22630-0034
TEL. & FAX (540) 635-5657
MAY 17, 2022

For Plat
Slide 178 I

WARREN COUNTY, VIRGINIA
LAND RECORDS

000025 DEC -85

VIRGINIA: IN THE CIRCUIT COURT OF WARREN COUNTY

In the matter of the Petition by the
Town of Front Royal, Virginia, and the
County of Warren, Virginia, to relocate
the boundary line between the Town
and the County pursuant to
§15.1-1031.1, *et seq.* and their
identical successor sections,
§ 15.2-3106, *et seq.* of the Code of
Virginia (1950), as amended.

Law No. L97000250-00

ORDER DESIGNATING AND ESTABLISHING A NEW BOUNDARY
LINE BETWEEN THE TOWN OF FRONT ROYAL, VIRGINIA, AND
THE COUNTY OF WARREN, VIRGINIA

This action came on to be heard this 8th day of December, 1997, upon the joint petition of the Town of Front Royal, Virginia (the "Town") and the County of Warren, Virginia (the "County"), pursuant to § 15.1-1031.1, *et seq.* and their identical successor sections, § 15.2-3106, *et seq.* of the Code of Virginia (1950), as amended, to relocate or change the boundary line between the Town and the County; upon the proffers of the Town and County and the exhibits received into evidence by the Court; and upon the arguments of counsel.

It appearing to the Court that the Town and the County have entered into an Agreement, approved by the County on November 3, 1997, and by the Town on November 10, 1997, to relocate or change the boundary line between them; that the Town and the County have caused advertisements of their intention to approve such an agreement to be published at least once a week for two successive weeks in a newspaper published in or having a general circulation in the jurisdictions of the Town and the County, and such notices have included a descriptive summary of the proposed agreement along with the date, time and location of public hearings; that public hearings were held by the respective governing bodies of the Town and the County prior to the adoption of the agreement in accordance with Virginia Code

WARREN COUNTY, VIRGINIA
LAND RECORDS

000026 DEC -85

§ 15.1-1031.2 and its identical successor section § 15.2-3107; that the petition sets forth the facts pertaining to the desire to voluntarily relocate or change the boundary line between the Town and the County, and the petition includes a metes and bounds description of the new boundary line as agreed upon by the Town and the County; and that all procedures required by Virginia Code § 15.1-1031.2 and its identical successor section § 15.2-3107 have been complied with and that the petition is otherwise in proper order.

NOW, THEREFORE, it is ADJUDGED, ORDERED and DECREED as follows:

1. The boundary line between the Town and the County is hereby changed and relocated so as to incorporate within the Town limits certain territory containing approximately 41.359 acres of land:

Being a portion of the North River Magisterial District of Warren County, Virginia, adjoining the remainder of Warren County and the Town of Front Royal, Virginia, containing 41.359 acres, and more particularly described by metes and bounds as follows:

Which territory lies generally to the north of a portion of the previously existing Town boundaries described as:

BEGINNING at (1) a point in the west right-of-way line of U. S. Route 340-522, at its intersection with the centerline of the North Fork of the Shenandoah River, the coordinates of which point referred to the Virginia State Coordinate System, North Zone, 1927 Datum, are N=467,392.91 feet, E=2,085,256.36 feet; thence running with the centerline of the North Fork of the Shenandoah River

North 65° 12' 06" West, 545.88 feet to (2) a point.

With the addition of such territory, the boundary line between the Town and the County is hereby designated and established as follows:

BEGINNING at (2) a point North 65° 12' 06" West, 545.88 feet from (1) a point in the west right-of-way line of U. S. Route 340-522, at its intersection with the centerline of the North Fork of the Shenandoah River, the coordinates of which point referred to the Virginia State Coordinate System, North Zone, 1927 Datum,

LAND RECORDS
000027 DEC -8 5

are N=467,392.91 feet, E=2,085,256.36 feet; thence departing the Shenandoah River and running through the land of Realty Loan Corp.

North 02° 16' 22" West, 1061.18 feet to (3) an iron pin found at the southwest corner of the land of Hammock; thence running with the line of Hammock

North 06° 27' 43" West, 164.01 feet to (4) an iron pipe found; thence departing Hammock and running through the land of Realty Loan Corp.

North 34° 36' 36" West, 147.82 feet to (5) an iron pin found at a corner of the land of the Elks Lodge No. 2382; thence running with the line of the Elks Lodge

North 00° 12' 57" East, 592.27 feet to (6) an iron pin found; thence

South 65° 54' 17" East, 337.79 feet to (7) an iron pin found, thence

North 37° 11' 31" East, 197.89 feet to (8) a point in the centerline of State Route 637 (Guard Hill Road); thence departing Route 637 and running through the land of Quarles Petroleum, Inc.

North 61° 58' 10" East, 127.06 feet to (9) an iron pipe set; thence continuing first through the land of Quarles Petroleum, Inc., and then through the land of J. S. Cooley Estate

North 25° 21' 24" East, 441.22 feet to (10) an iron pipe set at a corner of the land of the Town of Front Royal (Crooked Run Pump Station); thence running with the line of the land of the Town of Front Royal

North 24° 25' 01" East, 230.00 feet to (11) an iron pipe set; thence

South 65° 34' 59" East, 300.00 feet to (12) an iron pipe set; thence

South 24° 25' 01" West, 50.00 feet to (13) an iron pipe set; thence

South 65° 34' 59" East, 228.40 feet to (14) a point in the centerline of Crooked Run; thence running with the average centerline of Crooked Run

North 41° 27' 59" East, 113.56 feet to (15) a point; thence

North 21° 56' 57" East, 130.17 feet to (16) a point; thence

North 36° 37' 05" East, 120.35 feet to (17) a point; thence

North 23° 03' 50" East, 335.88 feet to (18) a point; thence

North 24° 37' 05" East, 222.34 feet to (19) a point; thence

North 24° 41' 06" East, 189.30 feet to (20) a point; thence

WARREN COUNTY, VIRGINIA
LAND RECORDS

000028 DEC -85

North 20° 56' 27" East, 175.65 feet to (21) a point; thence

North 19° 28' 04" West, 212.45 feet to (22) a point in the
line of the land of Royal Racquet & Fitness, Inc.; thence departing
Crooked Run and running with the line of Royal Racquet & Fitness, Inc.

North 64° 45' 37" West, 96.29 feet to (23) an iron pipe set; thence

North 21° 45' 53" West, 262.28 feet to (24) an iron pipe found; thence

North 11° 52' 05" East, 290.11 feet to (25) an iron pipe found
in the southerly right-of-way line of Interstate Route 66 (Exit Ramp);
thence running with the right-of-way line of Interstate Route 66

South 53° 42' 28" East, 114.80 feet to (26) a point; thence

South 37° 42' 18" East, 831.55 feet to (27) a concrete monument
found; thence

South 34° 32' 17" West, 61.68 feet to (28) an iron pipe found, thence

South 64° 45' 44" East, 35.59 feet to (29) a concrete monument
found; thence

South 02° 26' 10" West, 94.55 feet to (30) a concrete monument
found in the above-noted west right-of-way line of U. S. Route 340-522;
thence running with the west right-of-way line of U. S. Route 340-522

South 40° 54' 42" West, 1221.61 feet to (31) a point; thence

South 45° 50' 48" West, 486.51 feet to (32) an iron pin found; thence

South 45° 57' 48" West, 216.90 feet to (33) a point; thence

South 44° 02' 44" East, 73.01 feet to (34) a point; thence

South 38° 34' 37" West, 244.18 feet to (35) a point, thence

North 56° 52' 56" West, 75.00 feet to (36) a point; thence

221.82 feet along the arc of a curve to the left, having a radius
of 1562.39 feet and a chord bearing and distance of South 30° 10'
42" West, 221.63 feet to (37) a concrete monument found; thence

South 23° 10' 09" West, 125.47 feet to (38) an iron pipe set; thence

North 88° 24' 03" West, 68.26 feet to (39) a point in the centerline
of the above-noted State Route 637; thence running with the
centerline of Route 637

North 01° 37' 22" East, 28.29 feet to (40) a point; thence
departing the centerline of Route 637

WARREN COUNTY, VIRGINIA
LAND RECORDS

000029 DEC -8 5

South 67° 56' 38" West, 34.88 feet to (41) a point in the west right-of-way line of Route 637; thence running with the west right-of-way line of Route 637

South 12° 11' 02" West, 226.83 feet to (42) an iron pin found; thence

South 32° 03' 04" West, 154.25 feet to (43) a point; thence

South 02° 35' 21" East, 144.18 feet to (44) an iron pipe found; thence

South 06° 08' 42" West, 148.88 feet to (45) a point, thence

South 00° 00' 37" East, 77.80 feet to (46) a point; thence

South 62° 36' 10" East, 174.81 feet to (47) a point in the above-noted west right-of-way line of U. S. Route 340-522; thence running with the west right-of-way line of U. S. Route 340-522

South 05° 59' 14" East, 234.09 feet to (48) a point; thence

South 31° 05' 01" East, 114.13 feet to (49) a point; thence

South 02° 16' 22" East, 584.06 feet to the (1) point of BEGINNING of the previously existing boundary line as described above.

The new boundary line as agreed upon by the Town and the County is also depicted on a survey plat consisting of one (1) sheet, which is attached to the Agreement. The aforesaid Agreement and plat, and all other exhibits, are **ORDERED** to be put to record with the Clerk of this Court.

2. The new boundary line between the Town and the County as established herein shall become effective at midnight on December 31, 1997.

3. The Clerk of this Court is directed to record a copy of this Order and plat in the Common Law Order Book and in the current Deed Book of the Court, and it shall be indexed in the names of the Town and the County.

4. The Clerk of Court is further directed to send a certified copy of this Order to the Secretary of the Commonwealth, to the Auditor of Public Accounts of the Commonwealth of Virginia, to the Comptroller thereof, to the State Corporation

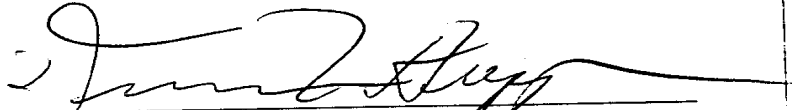
WARREN COUNTY, VIRGINIA
LAND RECORDS

000030 DEC-86

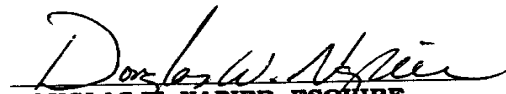
Commission, to the Department of Taxation of the Commonwealth of Virginia, and to
the Department of Planning and Budget of the Commonwealth of Virginia.

5. The costs of this proceeding shall be paid by the Town.

ENTERED this 8th day of December, 1997.


HON. DENNIS L. HUPP, JUDGE

WE ASK FOR THIS:

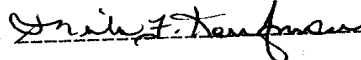

DOUGLAS W. NAPIER, ESQUIRE,
Attorney for the County of Warren,
Virginia

Douglas W. Napier, Esquire
NAPIER & NAPIER, P.C.
35 North Royal Avenue
Front Royal, Virginia 22630


JOHN B. ARLEDGE, ESQUIRE,
Attorney for the Town of Front Royal,
Virginia

John B. Arledge, Town Attorney
TOWN OF FRONT ROYAL, VIRGINIA
Town Hall - 16 North Royal Avenue
Front Royal, Virginia 22630

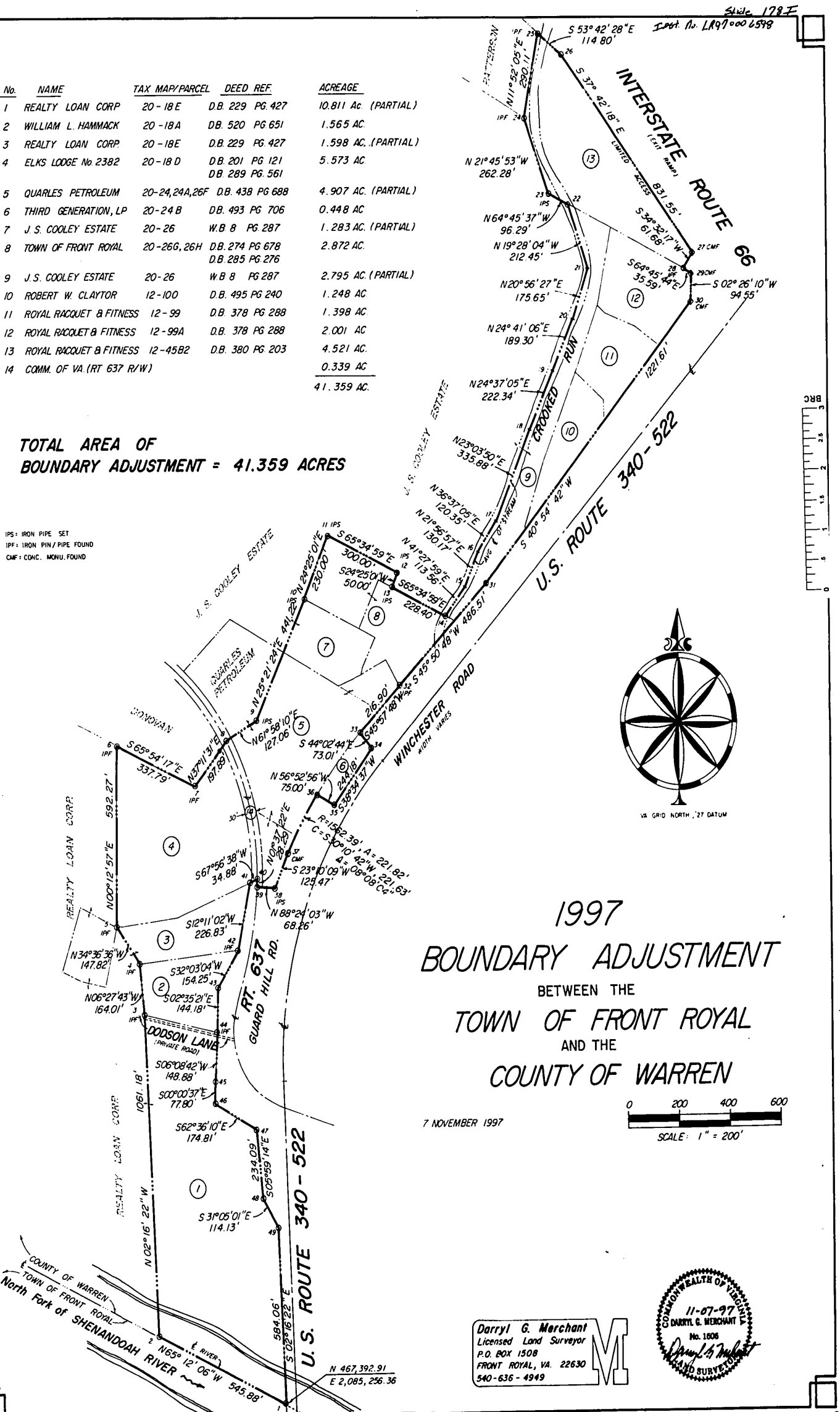
INSTRUMENT #970006598
RECORDED IN THE CLERK'S OFFICE OF
WARREN COUNTY ON
DECEMBER 8, 1997 AT 02:48PM
WILLIAM A. HALL, CLERK

BY:  (DC)

No.	NAME	TAX MAP/PARCEL	DEED REF.	ACREAGE
1	REALTY LOAN CORP	20-18 E	D.B. 229 PG. 427	10.811 AC. (PARTIAL)
2	WILLIAM L. HAMMACK	20-18 A	D.B. 520 PG. 651	1.565 AC.
3	REALTY LOAN CORP	20-18 E	D.B. 229 PG. 427	1.598 AC. (PARTIAL)
4	ELKS LODGE No 2382	20-18 D	D.B. 201 PG. 121 D.B. 289 PG. 561	5.573 AC.
5	QUARLES PETROLEUM	20-24, 24A, 26F	D.B. 438 PG. 688	4.907 AC. (PARTIAL)
6	THIRD GENERATION, LP	20-24 B	D.B. 493 PG. 706	0.448 AC.
7	J. S. COOLEY ESTATE	20-26	W.B. 8 PG. 287	1.283 AC. (PARTIAL)
8	TOWN OF FRONT ROYAL	20-26G, 26H	D.B. 274 PG. 678 D.B. 285 PG. 276	2.872 AC.
9	J. S. COOLEY ESTATE	20-26	W.B. 8 PG. 287	2.795 AC. (PARTIAL)
10	ROBERT W. CLAYTOR	12-100	D.B. 495 PG. 240	1.248 AC.
11	ROYAL RACQUET & FITNESS	12-99	D.B. 378 PG. 288	1.398 AC.
12	ROYAL RACQUET & FITNESS	12-99A	D.B. 378 PG. 288	2.001 AC.
13	ROYAL RACQUET & FITNESS	12-45B2	D.B. 380 PG. 203	4.521 AC.
14	COMM. OF VA. (RT 637 R/W)			0.339 AC.
				41.359 AC.

TOTAL AREA OF
BOUNDARY ADJUSTMENT = 41.359 ACRES

IPS = IRON PIPE SET
IPF = IRON PIN / PIPE FOUND
CMF = CONC. MON. FOUND

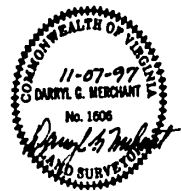


1997
BOUNDARY ADJUSTMENT
BETWEEN THE
TOWN OF FRONT ROYAL
AND THE
COUNTY OF WARREN

7 NOVEMBER 1997

0 200 400 600
SCALE: 1" = 200'

Darryl G. Merchant
Licensed Land Surveyor
P.O. BOX 1508
FRONT ROYAL, VA. 22630
540-636-4949





COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: July 13, 2026

Item# 2B

Agenda Item: Retrofit Raw Water Switch Gear Controllers

Summary: Council is requested to authorize the purchase of equipment and installation services for the Water Treatment Plant. The proposed purchase includes equipment and services to retrofit the existing switch gear control panels, replacing the obsolete equipment with modern, supportable technology while maintaining compatibility with existing control cabinets. All three existing control panels purchased in 1994 have over 45,000 hours of operation each.

The procurement is being conducted as a sole source purchase, according to the Virginia Public Procurement Act guidelines. Staff received a quote from Benshaw Applied Motor Controls, in the amount of \$264,798, for a retrofit solution which is a custom engineered solution that is not commercially available from other manufacturers. A sole source letter from the manufacturer and a justification form are attached.

Funding is available within Water Plant's FY27 operating budget, which includes \$39,798 and \$225,000 has been encumbered on PO 31031.

Budget/Funding:	9601-47001	Water Plant – Machinery & Equipment	\$ 39,798
	9601-R47001	Water Plant – Machinery & Equipment	\$225,000

Staff Recommendation: Staff recommends authorizing as presented.

Memo



Town of Front Royal Public Works

TO: Robert Boyer, Public Works Director
FROM: Matthew McDunn, Water Treatment Plant Manager
CC:
DATE: 6/24/2026
RE: Raw Water Pump Station Switchgear Retrofit

The Town's water system is served by a raw water pumping station with three 450 horsepower pumps. The controls for these pumps were manufactured in 1993 and placed online in 1994 to provide raw water for the Town's water treatment facility. Although the pump controls are reliable and operable, spare parts are not available from the manufacturer or authorized suppliers. In the event of a major breakdown, a partial or total loss of the station's operating capacity is possible while repair solutions are found.

Water Plant staff recommend that Council approve the purchase of equipment and services from Benshaw Applied Motor Controls for retrofit of existing control. A retrofit would replace the obsolete equipment with modern, supportable technology while maintaining compatibility with existing control cabinets. The solution proposed by Benshaw provides a more cost-effective, long-term improvement and would minimize unacceptable station downtime compared to direct equipment replacement.

Funding for the entire project is available in the Water Plant's operating budget, line item 9601-47001. Cost is quoted to be \$264,798.00

If there are any questions, please contact Matthew McDunn at 540-636-7474 or mmcdunn@frontroyalva.com



QUOTATION

CORPORATE OFFICE:
615 Alpha Drive
Pittsburgh, PA 15238
Telephone: 412 . 968 . 0100
Fax: 412 . 968 . 5415

Date: **February 26, 2026**
P.O. Number :
Job Number :
Quote # : **CAT2508180303FRW**
Terr/Rep/Slsprsn : **JIM CLARKE/A021**
Customer # : **TBD**
Bill to Address : **FRONT ROYAL WATER**

Project or End User : **RETROFIT SQUARE D GEAR W/Benshaw**
Application : **450HP 57A 4160V**
Quote By : **Carl Temporale**
Ship To Address: **TBD**

Freight : **Prepaid & Add**
Ship Date : **See Shipment Schedule**
In Note Section
Ship Via : **Best Way**
F.O.B. : **Shipping Point**
Terms : **See Proposal Page**

Name : **MITCH**
Telephone # :

Email : MSINE@FRONTROYALVA.COM

PLEASE REFERENCE QUOTE NUMBER WITH YOUR ORDER
E-MAIL PO's ORDERS@Benshaw.com

QUOTE VALID FOR 30 DAYS

ITEM	QTY	PART NUMBER DESCRIPTION	UNIT PRICE	EXTENDED PRICE
A	3	<u>Delivery Notes:</u> <u>"Due to the changing tariff environment, Benshaw reserves the right to requote at time of order to align with current US Tariffs"</u>	\$88,266	\$264,798
		<u>SQD-RETROFIT-450HP-4160V-ENG</u> Includes the following components in to be placed into existing enclosure: MX3 Control Card Test Selector Switch 120V Test Plug Secondary side control power fuses terminal blocks 120Vac to 24Vac single transformer MX2/3 HMI 2M RIB CBL, POWER SUPPLY, WIRE HARNESS New Voltage divider card BIPC-300032-01 Fiber Optic control wire for SCR circuit Qty 3 Fiber Optic Controlled SCR gate firing cards Qty 3 195A 5KV Stack Phase Assemblies 450HP 5KV 400A XP 120V Coil Inline & Bypass Contactor updated drawings Note: price quoted does not include installation Also we will be using existing timers		
B	1	STARTUP & COMMISSIONING ESTIMATE Includes 5 days onsite, 8 hours per day. T&E estimates included. Customer shall be invoiced on actual T&E. Valid for travel & service Mon-Fri only. Holidays, weekends, and overtime billed as per Benshaw's standard rate sheet. Contact factory a minimum of 2 weeks in advance for scheduling. Cancellation Fee: 25% of estimate + any incurred T&E <i>Quote continued on page 2</i>		Included
*This proposal is subject to the Benshaw, Inc. Standard Terms and Conditions of Sale. A copy is available on request.				
- Due to the uncontrollable rise in commodity material costs & fuel, a commodity surcharge will be added to all orders. Any orders past valid quote date will be reviewed for current price at time of order. All orders that with lead times greater than 90 days will be subject to price adjustment based on cost at time of shipment.			SUB TOTAL	\$264,798



BENSHAW
Applied Motor Controls

QUOTATION

CORPORATE OFFICE:
615 Alpha Drive
Pittsburgh, PA 15238
Telephone: 412 . 968 . 0100
Fax: 412 . 968 . 5415

QUOTATION # : CAT2508180303FRW

Page 2

ITEM	QTY	PART NUMBER / DESCRIPTION	UNIT PRICE	EXTENDED PRICE
C		Additional Items (Included in Total)		
		PFCC Section Items shipped loose: 400A fixed mount vacuum contactor for isolation Detuning reactors to minimize inrush 75 KVAR Fused Power Factor Correction Capacitor Note: Deduction of \$2500 if all 3 items units are purchased at the same time. for Item A		Included
			TOTAL	\$264,798

Proposal Terms:

Project Name:

Quote Number:

Drawing Approvals: 6 weeks after receipt of order (ARO)

Delivery: 8 - 10 weeks after receipt of order

Freight Terms: Prepaid & Add
Standard Benshaw Crating applies

Payment Terms: (Progress Payments Greater than 100K)

All invoices are NET 30 / 2% monthly, subject to Benshaw
credit approval for new customers
10% of Order Total At the Time of Order Entry
20% of Order Total Post Approval Drawings are Sent
30% of Order Total When Approval Drawings Returned / Approved
40% of Order Total At the Time Of Shipping

Start-up Assistance / Training Terms:

Minimum two week notice, prior to date of service tech. required on site
Travel & On-site Days - Monday to Friday / 8am-5pm / Excludes Holidays
On site days will be limited to 8 hours per day
Any additional days will be billed at Benshaw Standard rates

Note: Any extended time / travel expenses incurred over the quoted time
due to delays on site not related to Benshaw will be billed at Benshaw standard rates

Cancellation Terms:

Initial Engineering	30% of order total
Approval Drawings Returned	50% of order total
Released for Production	70% of order total
Production Start	100% of order total

NOTE: Special order items that have been purchased by Benshaw before cancellation will be subject to a 100% cancellation fee in addition to the above rates.
The above event timeline and charges are subject to change without notice. Please contact Benshaw with your Purchase Order Number and / or Benshaw's
Acknowledgement Number for confirmation of any cancellation charges

NOTE:

Benshaw is not responsible for determining settings or programming protective relays. All protective
relays shall be shipped with manufacturer's default settings.

All customer dry contacts shall be rated for 120VAC 1A.

General fault and run contacts are rated for 5A up to 120VAC.

Unit is rated for the following environmental conditions:

Temperature: -10degC to +40degC
Humidity: 0 to 95% (non-condensing)
Altitude: up to 1000 meters above sea level

Actual FLA of Motor to be provided at time of order

DELIVERY NOTES:

Fuses are included in the quotation. However, due to current supply chain issues with fuses, Benshaw cannot guarantee availability at time of equipment delivery.
If customer chooses to source fuses on their own, Benshaw is not responsible for reimbursement.

CLARIFICATIONS / EXCEPTIONS:

Benshaw standard terms and conditions apply to this proposal.

Quote based on e-mail request. No specific data sheet or specification provided at time of quote.

Shipping Requirements are required at time of PO Greater than 50K

Contact Name

Phone Number

Dock Hours

- All details quoted in this proposal are based on Benshaw's best interpretation of the engineering
data sheets and single line drawing provided at time of quotation. It is the purchasers responsibility to confirm bill of
material and proposal. Changes to the proposal could result in updated price corrections.

QUOTATION

CORPORATE OFFICE:
615 Alpha Drive
Pittsburgh, PA 15238
Telephone: 412 . 968 . 0100
Fax: 412 . 968 . 5415

1. General

(a) This document constitutes an offer by Noble Ultimate Holding, LLC, dba Unico Technologies Group, its affiliates, and/or subsidiaries ("UTG") to provide the products and/or services described herein (the "Products") and to license software loaded on, or provided with, the Products (the "Software") to the buyer to which this offer is addressed ("Buyer"), subject to the terms, covenants, and conditions contained herein. Buyer may not modify, change, renounce, or waive any term, covenant, or condition hereof or any of UTG's rights or remedies hereunder unless UTG consents thereto in writing. UTG agrees to provide the Products to Buyer only on the terms of this contract, notwithstanding any language in Buyer's purchase order, if one exists, or other writing or oral representation previously, simultaneously, or hereafter received by UTG purporting to amend, modify, or replace the terms, covenants, and conditions of this contract with any different or additional terms, covenants, or conditions or reciting that any action or inaction by UTG constitutes agreement or consent by UTG to such amendment, modification, or replacement. UTG's agreement to provide the products is expressly conditioned on Buyer's assent to all of the terms and conditions set forth herein.

(b) UTG's sales representatives are without authority to change, modify, or alter the terms of this quotation.

(c) Buyer shall be deemed to have made an unqualified acceptance of this contract and the terms and conditions herein on the earliest of the following to occur: (i) UTG's receipt of a copy of this contract signed by buyer; (ii) Buyer's payment of any amounts due under this contract; (iii) Buyer's delivery to UTG of any material to be furnished by Buyer; (iv) Buyer's receipt of the Products; or (v) any other event constituting acceptance under applicable law.

(d) Written quotations are void unless accepted within 30 days from date of issue unless otherwise specified on the face of the quotation. Other UTG publications are maintained as sources of general information and are not quotations or offers to sell.

(e) This contract shall be governed by and construed according to the internal laws of the State of Wisconsin without reference to their choice of law provisions, including, without limitation, the Uniform Commercial Code as adopted in Wisconsin. This contract shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sales of Goods. Any cause of action, claim, suit, or demand by Buyer allegedly arising from or related to the terms of this contract or the relationship of the Parties shall be brought in a Court situated in the State of Wisconsin. Both Parties hereby irrevocably admit themselves to and consent to the jurisdiction of said Court. The provisions of this paragraph shall survive termination of this contract for any reason. Upon termination of this contract for any reason, UTG shall have the rights and remedies provided by law, including, without limitation, the rights of a secured party under Chapter 409, Wisconsin Statutes, or any successor statute or similar statute in the jurisdiction where Buyer is located or stores the Products

(f) The invalidity of any provision or clause of this quotation shall not affect the validity of any other provision or clause hereof.

(g) UTG reserves the right to correct clerical or similar errors relating to price or any other term shown in this contract.

(h) Failure of either Party to insist, in any one or more instances, upon performance of any term, covenant, or condition of this contract shall not be construed as a waiver or relinquishment of any right granted hereunder or the future performance of such term, covenant, or condition.

2. Delivery, Title, and Risk of Loss

(a) Title to the Products shall pass from UTG to Buyer upon shipment from UTG. Nothing in this Agreement shall be deemed to transfer, assign, or otherwise convey any exclusive right, title, or interest in and to any copyrights, patents, trademarks, or other intellectual property, confidential information, or proprietary rights embodied in the Products. All engineering data, design information, and engineering and shop drawings used in the completion of any order are and shall remain the property of UTG.

(b) Shipping dates given by Company are based upon prompt receipt of all necessary information regarding the order. UTG will use its reasonable business efforts to meet the scheduled dates shown on the face hereof but does not guarantee to meet such dates. Failure by UTG to make any shipments does not constitute a cause for cancellation and/or for damages of any character.

(c) Any delay in delivery for any cause specified in the next paragraph or beyond UTG's reasonable control or due to any priorities or allocations necessitated by governmental orders or regulations shall extend the term of delivery hereunder by a period equal to the length of such delay.

(d) In the event of delay in delivery requested by Buyer or caused by (i) Buyer's failure to supply adequate shipping instructions, (ii) Buyer's failure to supply or approve necessary data in a timely manner, (iii) any changes requested by Buyer, or (iv) Buyer's failure to provide documents required for UTG to effect shipment, UTG will store all Products at Buyer's risk and expense.

(e) If an order is delayed more than three months for any reason or combination of reasons specified in the preceding paragraph, UTG reserves the right to increase the price of the Products and change the payment terms for them. All storage costs and expenses are due as and when payment for the Products becomes due unless stated otherwise on the face hereof. If an order is delayed more than twelve months for any reason or combination of reasons specified in the preceding paragraph it is subject to cancellation at UTG's sole discretion with no penalty to UTG.

(f) Unless stated otherwise on the face hereof, UTG is not responsible for any loss, damage, or delay that may occur after Products have been accepted for shipment by a transportation company. Any claim relating thereto should be made to the carrier.



QUOTATION

CORPORATE OFFICE:
615 Alpha Drive
Pittsburgh, PA 15238
Telephone: 412 . 968 . 0100
Fax: 412 . 968 . 5415

(g) Claims for shortages or other errors must be made in writing to UTG within 10 days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. Partial shipments shall be permitted.

(h) Delivery of goods F.C.A. to a carrier at UTG's plant or other shipping point shall constitute delivery. Unless otherwise stated on the face hereof, regardless of freight payment by Seller on Buyer's behalf (for which Buyer agrees to reimburse Seller), all risk of loss or damage in transit shall pass to Buyer at that time.

3. Software License Grant

(a) License Grant: Upon final and full payment of the total fees set forth on the Invoice, UTG hereby grants Buyer a nonexclusive, royalty-free, perpetual, limited license to use the Software solely in conjunction with the operation of the Products specified on the Invoice.

(b) Scope of License: Buyer may make a reasonable number of copies of Software as necessary for backup, configuration, installation, and restoration of the Products. Buyer may authorize a third-party contractor or service provider to exercise these rights on Buyer's behalf and for Buyer's benefit. Buyer may transfer possession of Software and its media to another party only in conjunction with the transfer of the Products on which the Software is loaded and only upon agreement of the other party to the terms and conditions of this Agreement. Upon such transfer, Buyer shall destroy all Buyer's copies of Software and related documentation. All licenses and grants pursuant to this Agreement shall immediately terminate once Buyer no longer rightfully owns or possesses the Products. No other rights under this license are granted. Buyer shall provide UTG with written notice of any such transfer providing the name, address, and contact information of the subsequent Buyer within 15 days of such transfer.

(c) Use Restrictions: Buyer shall not (a) copy, display, transfer, adapt, modify, or distribute in any form the Software except as set forth in this Agreement or documentation; (b) reverse engineer, disassemble, decompile, or otherwise translate the Software's object code, unless expressly permitted by applicable law without the possibility of contractual waiver; or (c) sublicense or lease the Software or any copy thereof. Except as provided under the terms of UTG's standard escrow agreement, Buyer agrees not to make available to any party, without prior written consent from UTG or its authorized agent, source code for the Software. Buyer shall not, directly or indirectly, export or reexport, or knowingly permit the export or reexport of, the Products, or any technical information about the Products, to any country for which the United States Export Administration Act, any regulation thereunder, or any similar United States law or regulation, requires an export license or other United States Government approval, unless Buyer obtains the appropriate export license and obtains written approval from UTG.

(d) Maintenance and Support: Buyer may purchase from UTG annual Software maintenance and support services under the terms and conditions of UTG's then-standard maintenance and support agreement. Buyer may renew this maintenance term at UTG's then-current maintenance rates. In the event Buyer purchases additional Software licenses, maintenance fees for such licenses shall be prorated to be coterminous with Buyer's existing maintenance period. In no event shall UTG be responsible for providing maintenance services for a period during which maintenance coverage lapsed.

4. Taxes and Other Charges

Any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, customs agent or broker fees, inspection or testing fee, freight costs, insurance, consular fees, or any other tax, fee, or charge of any nature whatsoever, imposed upon, in connection with, or measured by any transaction between UTG and the Buyer, shall be paid by the Buyer in addition to the prices quoted or invoiced.

5. Terms of Payment

Terms of payment on all orders are subject to the approval of UTG's credit department. If Buyer does not pay UTG any amount due under this contract or any other agreement when such amount is due, or if Buyer defaults in the performance of this contract, UTG may, without liability to Buyer and without prejudice to UTG's other lawful remedies, (i) terminate UTG's obligations under this contract, (ii) declare immediately due and payable all Buyer's obligations to UTG, (iii) change credit terms with respect to any further work, or (iv) suspend or discontinue any further work until Buyer pays all overdue amounts. Buyer agrees to pay, at UTG's discretion, a late payment charge of up to 11 1/2% per month on all amounts not paid in full when due. Unless otherwise stated, payment terms are as follows:

(a) If the Buyer resides outside the United States or Canada, Buyer shall pay UTG by Irrevocable Letter of Credit, acceptable in form and substance to UTG and, at UTG's option, confirmed by a U. S. bank acceptable to UTG. Such Letter of Credit shall provide for payment to UTG of the full amount of the purchase price plus prepaid freight in U. S. Dollars on presentation by UTG of sight drafts, UTG invoice, and such documents as the Letter of Credit may require. Payment terms will include progress payments as specified on the face of the quotation.

All banking and other charges for such Letter of Credit are for the account of Buyer.

(b) If Buyer resides inside the United States or Canada and the order is less than \$100,000.00, payment terms are 100% of order amount due net 30 days from shipment of hardware system.



QUOTATION

CORPORATE OFFICE:
615 Alpha Drive
Pittsburgh, PA 15238
Telephone: 412 . 968 . 0100
Fax: 412 . 968 . 5415

(c) If Buyer resides inside the United States or Canada and the order is \$100,000 or greater, Payment terms will include progress payments as specified on the face of the quotation.

6. Cancellations, Changes, and Returns

(a) Cancellations: All undelivered Products may be cancelled by Buyer at any time but only by written approval of an authorized representative of UTG. In the event of any cancellation of this order by Buyer, unless other cancellation charges are specified on the face of this quotation, Buyer shall pay to UTG its reasonable costs and expenses, plus UTG's usual rate of profit for similar work.

(b) Changes: Buyer may not alter or modify its order or any part thereof without the prior written consent of UTG. UTG reserves the right to change the price, terms of payment, and delivery dates for any Products affected by any alterations or modification to which it consents.

(c) Returns: No Products may be returned to UTG without its prior written authorization, and Products may be returned only on the terms or conditions specified in such authorization. Returned Products must be of current manufacture, unused, in resalable condition, and securely packed to reach UTG without damage. Any cost incurred by UTG to put equipment in first-class condition will be charged to Buyer.

(d) Effect of Termination/Returns: Upon termination of this Agreement for any reason, or return of Product and/or Software, except as provided in this Agreement, all respective rights and obligations of the Parties hereunder shall terminate and be of no further effect and all licenses shall immediately revert to UTG. Upon termination, Buyer shall immediately de-install, return to UTG, or destroy all copies of the Software and Documentation. Termination of this Agreement shall not result in a termination of either of the following: (a) any rights and obligations of the Parties which, by the express terms of this Agreement, survive termination; or (b) any liabilities and obligations of the Parties hereunder (whether a payment obligation or otherwise) that have accrued prior to termination. Upon termination of this contract for any reason, UTG shall have the rights and remedies provided by law, including, without limitation, the rights of a secured party under Chapter 409, Wisconsin Statutes, or any successor statute or similar statute in the jurisdiction where Buyer is located or stores the Products.

7. Warranty

(a) Product: UTG warrants that its Products will be free from defects in workmanship and materials under normal use and service for a period of 18 months from date of shipment or 12 months from date of installation, whichever is first, for any Benshaw brand product, a period of 24 months from date of shipment for any electrical and/or electronic Unico brand assembly and a period of 12 months from date of shipment for any Unico brand mechanical apparatus. Date of shipment is defined as the date that the product is presented to a carrier at a UTG facility or other specified shipment point. Parts subject to regular replacement due to operational wear are not covered by this warranty. This warranty is void in cases of damage in transit, negligence, abuse, abnormal usage, misuse, accidents, improper installation, and/or improper maintenance. This warranty is also void in cases of start-up of product by a third-party service organization or other service provider not approved in advance by UTG. On equipment furnished by UTG, but manufactured by others, the written warranty of the manufacturer, if any, will be assigned to Buyer if assignment is reasonably practicable. However, UTG does not adopt or guarantee or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer. UTG will not reimburse Buyer for any expenses incurred by Buyer in repairing or replacing any defective Products, except for those incurred with the prior written permission of UTG.

(b) Software: UTG warrants that its Software shall conform to the specifications set forth in its documentation when properly installed on drives or systems meeting or exceeding the minimum hardware specifications and shall be free from any material defects, whether in design or programming, for a period of six (6) months after the date of delivery of the Software. UTG represents and warrants that, to the best of its knowledge, as of the date of delivery, it owns the Software and has the right to enter in this Agreement and that Buyer's use of the Products in accordance with the terms of this Agreement does not infringe upon any third party's copyright, U. S. patent, or trade secret. UTG does not warrant that the Software will operate uninterrupted or error-free or meet the requirements of Buyer or any other party. UTG is not responsible for problems caused by use of the Software in conjunction with third-party software, hardware, or products. UTG will assign, if practicable, the written warranty, if any, provided by a third-party manufacturer on equipment furnished by UTG but manufactured by another; however, UTG is not responsible for and does not adopt, guarantee, or represent that the manufacturer will comply with any of the terms of the manufacturer warranty.

UTG'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE, UPON PROMPT WRITTEN NOTICE BY BUYER OF ANY DEFECT, TO REPAIR OR REPLACE WITHOUT CHARGE, F.C.A. THE UTG FACILITY FROM WHICH THE PRODUCT WAS PURCHASED, ANY DEFECTIVE PRODUCTS, SOFTWARE, OR PARTS THEREOF EXPRESSLY WARRANTED HEREIN AGAINST DEFECTS BY UTG. THIS WARRANTY COVERS ONLY REPLACEMENT OR REPAIR OF DEFECTIVE PARTS AT THE THE UTG FACILITY FROM WHICH THE PRODUCT WAS PURCHASED AND DOES NOT INCLUDE FIELD SERVICE TRAVEL AND LIVING. IN NO EVENT SHALL UTG BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGE.



QUOTATION

CORPORATE OFFICE:
615 Alpha Drive
Pittsburgh, PA 15238
Telephone: 412 . 968 . 0100
Fax: 412 . 968 . 5415

If any third-party claim substantially interferes with Buyer's use of the Products, or if UTG believes that a third-party claim may substantially interfere with Buyer's use of the Products, UTG, at its sole discretion, may: (a) replace or modify the portion of the infringing Product, without additional charge, with functionally equivalent and noninfringing parts or code to avoid the infringement; or (b) obtain a license for the Buyer to continue use of the Product and pay any additional required license fee; or (c) if the foregoing alternatives are not commercially reasonable, terminate this Agreement. This Section 7 shall constitute UTG's entire liability and Buyer's exclusive remedy for a claim of infringement.

8. Disclaimer of Warranties

UTG AND BUYER AGREE THAT THE WARRANTIES IN THE PRECEDING SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UTG HEREBY DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES. ANY ORAL OR WRITTEN DESCRIPTION OF THE PRODUCTS IS FOR THE SOLE PURPOSE OF IDENTIFYING THE PRODUCTS AND SHALL NOT BE CONSTRUED AS AN EXPRESS OR IMPLIED WARRANTY.

9. Liability

(a) Limitation of Liability: UTG SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGE, WHETHER BASED ON LOST REVENUE OR OTHERWISE, REGARDLESS OF WHETHER UTG WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES IN ADVANCE. UTG'S TOTAL AGGREGATE LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL BE LIMITED TO THE MONIES OR FEES PAID BY BUYER TO UTG FOR THE DEFECTIVE PRODUCTS MANUFACTURED BY UTG, REGARDLESS OF WHETHER BUYER'S CLAIM IS BASED ON CONTRACT, TORT, STRICT LIABILITY, DRIVES LIABILITY, OR OTHERWISE.

(b) Liability Disclaimer: ON BEHALF OF ITSELF AND ITS SUPPLIERS, UTG DISCLAIMS ANY AND ALL LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT OR BUYER'S USE OF ANY PRODUCT. UTG SHALL HAVE NO LIABILITY FOR ANY CLAIM OF INFRINGEMENT BASED ON USE OF OR COMBINATION OF ANY PRODUCT WITH NON-UTG SOFTWARE, HARDWARE, OR PRODUCTS (UNLESS AUTHORIZED BY UTG) IF SUCH INFRINGEMENT WOULD HAVE BEEN AVOIDED BY THE USE OF THE PRODUCT WITHOUT THE USE OF OTHER SOFTWARE, HARDWARE, OR PRODUCTS.

10. Indemnity

BUYER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS UTG FROM ANY THIRD-PARTY CLAIM RESULTING FROM THE PURCHASE OR USE OF UTG PRODUCTS OR SERVICES OTHER THAN CLAIMS MADE BY THE END USER WITHIN THE LIMITED WARRANTY SPECIFIED IN SECTIONS 7 & 8 OF THESE TERMS AND CONDITIONS.

11. Engineering Data

All engineering data, design information, and engineering and shop drawings used in the completion of this order are and shall remain the property of UTG. Buyer shall not copy, reproduce, distribute, publish, or communicate to any third party such data without the prior written permission of a properly authorized representative of UTG. UTG hereby gives its permission to the Buyer to distribute product data or operational and maintenance information to the end user.

12. Compliance with Laws

Buyer agrees to comply with all applicable laws regarding the purchase and use of UTG Products and Engineering Data, including the U.S. Export Administration Act of 1979 (as amended) and with all regulations promulgated from time to time thereunder by the U.S. Department of Commerce.

13. Patents

Orders manufactured to Buyer's drawings or descriptions are executed only with the understanding that Buyer will indemnify and hold harmless UTG from any and all damages sustained by UTG, including, but not limited to, reasonable attorneys' fees resulting from any action or threatened action against UTG for infringement of the patents or proprietary rights of any other person.

14. Final Written Expression

THIS CONTRACT CONSTITUTES A FINAL WRITTEN EXPRESSION OF THE TERMS BETWEEN UTG AND BUYER REGARDING THE PRODUCT AND IS A COMPLETE AND EXCLUSIVE STATEMENT OF THOSE TERMS. ANY NEGOTIATIONS OR UNDERSTANDINGS BETWEEN SELLER AND BUYER THAT ARE NOT CONTAINED IN THIS CONTRACT SHALL HAVE NO FORCE OR EFFECT.



SOLE SOURCE JUSTIFICATION FORM

Requesting Department: Public Works - Water Treatment

Description of Commodities or Services: Retrofit of existing raw pump motor controls

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)

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

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

_____ None of the above apply (Please attach explanation)

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

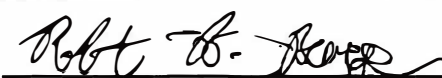
Circle one: History Cost of similar commodities or services

Published prices Negotiated cost

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

Initiator: 
Signature

Date: 7-2-2026

Verification by Department Head: 
Signature



615 Alpha Drive
Pittsburgh, PA 15238
benshaw.com

Date: 10/10/2025

To whom it may concern,

Subject: Raw Water Pump Station Custom Retrofit Solution, Front Royal, VA

Recently, working with Mike Fahrney from Switchgear Solutions (Benshaw Manufacturer's Rep), we had the opportunity to perform a site visit review of the existing controllers that are running 3 - 450HP, 4160V pumps. The existing starters are Sq D Isoflex, primary reactor reduced voltage controllers that were manufactured in 1993. Due to the age of these starters, spare parts are not readily available, and the starting methodology is outdated technology.

The solution that we proposed is a custom one that would use the existing enclosures and retrofitting Benshaw medium voltage solid state starters in those enclosures, updating to the latest technology, and minimizing downtime. Benshaw has experience in this type of retrofit, which is an exclusive custom engineered solution that is not commercially available from other manufacturers.

Please feel free to contact me if you have any questions.

Regards,
Jim

Jim Clarke

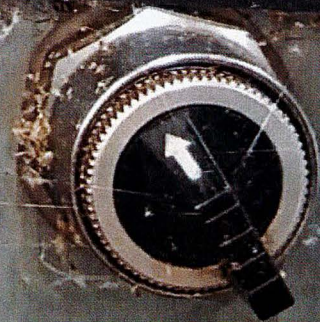
Mid-Atlantic Regional Manager

National Aggregate & Mining Manager

Pump # 1



To run by HAND,
place selector in Auto
and turn to ON.
To STOP, turn to OFF
Pump will take approx.
1.5 minutes to STOP
OFF ON



Pump #2



To run by HAND,
place selector in Auto
and turn to ON.
To STOP, turn to OFF
Pump will take approx.
1.5 minutes to STOP

OFF

ON

VALVE OPEN

VALVE CLOSED

RESET

ON

OFF AUTO

ON

LOCKOUT
STOP



Pump #3



To run by HAND,
place selector In Auto
and turn to ON.
To STOP, turn to OFF
Pump will take approx.
1.5 minutes to STOP

OFF

ON

VALVE OPEN

VALVE CLOSED

RESET

ON

OFF
HAND AUTO

Lockout
STOP





CLOSED MEETING AGENDA STATEMENT

Meeting Date: July 13, 2026

Item# 3

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 purposes:

- 1) pursuant to Section 2.2-3711(A)(8) of the Code of Virginia, for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, more specifically, the Amendment to the Voluntary Settlement Agreement Between the County of Warren, Virginia and the Town of Front Royal, Virginia, Regarding the Compromise for PILOT Meals and Lodging Taxes;
- 2) pursuant to section 2.2-3711(A)(1) of the Code of Virginia, for the discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body, more specifically, the Town Attorney;
- 3) 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, acquisition pursuant to Town Charter §18 and Virginia Code §15.2-2109.

Motion to Certify Closed Meeting at its Conclusion

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

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

Moved _____ Seconded _____

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